

Minnesota Department of Human Services Joint Powers Agreement

This Joint Powers Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division (DHS) and Ramsey County Social Services (Governmental Unit). The parties have authority to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10.

RECITALS

DHS, pursuant to Minnesota Statutes, sections 256.01, subdivision 2(a)(6), and 471.59, has authority to enter into contracts for the following services: Technical Assistance for Coordination and Management of Women Recovery Services Grantee meetings.

Governmental Unit represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of DHS.

THEREFORE, the parties agree as follows:

1. AGREEMENT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This AGREEMENT is effective on **September 15, 2023**, or the date that DHS obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This AGREEMENT is valid through **June 30, 2026**, or until all obligations set forth in this AGREEMENT have been satisfactorily fulfilled, whichever occurs first.

1.3. Survival of terms. Governmental Unit has a continuing obligation after the expiration of AGREEMENT to comply with the following provisions of AGREEMENT: Indemnification; State Audits; Information Privacy and Security.

2. DUTIES.

2.1 Governmental Unit's Duties. Governmental Unit shall perform duties in accordance with **Attachment A: Duties and Work-Plan**, which is attached and included in this AGREEMENT.

2.2 DHS's Duties: DHS must: Review and payout monthly invoices in accordance to **Attachment B, Budget**. DHS will coordinate monthly with Governmental Unit to review progress of **Attachment A: Duties and Workplan**.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. DHS will provide consideration for all services satisfactorily provided by Governmental Unit under this AGREEMENT.

a. Compensation. Governmental Unit will be paid in accordance with **Attachment B, Budget**, which is attached and incorporated into the AGREEMENT.

3.2 Terms of Payment. DHS must pay Governmental Unit within 30 days after Governmental Unit presents invoices for services it performs.

3.3 Total Obligation. The total obligation of DHS for all compensation and reimbursements to Governmental Unit shall not exceed **one hundred eighty-seven thousand one hundred and ten dollars \$ 187,110.00.**

4. CONDITIONS OF PAYMENT.

Governmental Unit will perform all services pursuant to this AGREEMENT to DHS's satisfaction, according to the sole discretion of DHS's authorized representative.

5. AUTHORIZED REPRESENTATIVES.

5.1. STATE. STATE's authorized representative for the purposes of administration of this CONTRACT is **Daniela White** or successor. Phone and email: **651-431-2333, Daniela.White@state.mn.us.** This representative shall have final authority for acceptance of CONTRACTOR's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to clause 3.2.a.

5.2. Governmental Unit. Governmental Unit's Authorized Representative is **Anne Barry** or successor. Phone and email: **Anne.Barry@co.ramsey.mn.us** If Governmental Unit's Authorized Representative changes at any time during this AGREEMENT, Governmental Unit must immediately notify DHS.

5.3. Information Privacy and Security. (If applicable) Governmental Unit's responsible authority for the purposes of complying with data privacy and security for this AGREEMENT is **Anne Barry** or successor. Phone and email: **Anne.Barry@co.ramsey.mn.us.**

6. STATE AUDITS.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this AGREEMENT are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this AGREEMENT.

7. E-VERIFY CERTIFICATION (IN ACCORDANCE WITH MINN. STAT. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of DHS, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of DHS. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to DHS upon request.

8. VENUE

Venue for all legal proceedings out of this AGREEMENT, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. INDEMNIFICATION.

In the performance of this AGREEMENT, the Indemnifying Party must indemnify, save, and hold harmless DHS, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by DHS, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of DHS's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for DHS's failure to fulfill its obligation under this AGREEMENT.

Nothing within this AGREEMENT, whether express or implied, shall be deemed to create an obligation on the part of DHS to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this AGREEMENT, and to all terms subsequently added, without regard to order of precedence.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to Governmental Unit under this AGREEMENT. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that Governmental Unit will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this AGREEMENT. Therefore, Governmental Unit is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this AGREEMENT. If Governmental Unit has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this AGREEMENT, Governmental Unit will be responsible for its own compliance.
- c. Notwithstanding paragraph a. and b., in its capacity as Governmental Unit under this AGREEMENT, Governmental Unit must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. Governmental Unit will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and

thus any data created, collected, received, stored, used, maintained or disseminated by Governmental Unit in performing its duties under this AGREEMENT is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either Governmental Unit or DHS.

- d. In its capacity as Governmental Unit under this AGREEMENT, Governmental Unit is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by Governmental Unit in performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.
- e. If Governmental Unit receives a request to release data created, collected, received, stored, used, maintained or disseminated by Click here to enter governmental unit abbreviation in performing its duties under this AGREEMENT, Governmental Unit must immediately notify and consult with DHS’s Authorized Representative as to how Governmental Unit should respond to the request.
- f. Under this AGREEMENT, Governmental Unit is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit in performing its duties under this AGREEMENT.
- g. Governmental Unit’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. Governmental Unit must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit in performing its duties under this AGREEMENT.

11. TERMINATION.

11.1 Termination. DHS or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.

11.2 Termination for Insufficient Funding. DHS may immediately terminate this AGREEMENT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. DHS is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. DHS will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. DHS must

provide the Governmental Unit notice of the lack of funding within a reasonable time of DHS's receiving that notice.

12. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE.

12.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this AGREEMENT without the prior consent of DHS and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

12.2 Amendments. Any amendment to this AGREEMENT must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

12.3 Waiver. If DHS fails to enforce any provision of this AGREEMENT, that failure does not waive the provision or its right to enforce it.

12.4 Contract Complete. This AGREEMENT contains all negotiations and agreements between DHS and the Contractor. No other understanding regarding this AGREEMENT, whether written or oral, may be used to bind either party.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Contract No: _____

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

3. DHS

By (with delegated authority): _____

Title: _____

Date: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

Governmental Unit

State Authorized Representative

Attachment A – Duties and Work Plan (9/15/23-6/30/2026)

Goal (What are the broad intended results you are hoping to accomplish through this project?)	Objective (What are the measurable step(s) you must take to achieve the goal?)	Description of Task/Duties (What are the activities you must complete to achieve the objective?)	Role Responsible	Timeframe for Completion
Provide understanding of topics related to women in recovery	<ul style="list-style-type: none"> -Provide three training opportunities to provide grantees with continued education credits -Increase understanding of resources and programming available to women in recovery -Increase skills to work with pregnant and parenting women -Increase understanding of working with diverse populations 	<ul style="list-style-type: none"> -Complete an annual assessment of what topics interest the providers within the women's recovery services grant -Provide one grantee meeting focused on Maternal Health provided by a local agency (African American Babies Coalition or another local agency) and Self-Care Building Day -Provide annually one women's treatment focused grantee meeting including peer recovery specialists, Narcan Training, MH training (Radius), and highlight treatment providers within grantees and outside (Recovery Hope) that support women and families in recovery -Provide one grantee meeting focused on navigating government systems; featured speakers include Gender Specific Probation Program, Public Health, Implementation of Signs of Safety, CEUS offered for information gained on Moral Injury in CW 	Tracy/Luna Supervisor/Cas e Aid	<p>August 2023, 24, 25</p> <p>August 2023, July 2024, July 2025</p> <p>Late Fall 2023, 2024, 2025</p> <p>Spring 2024, 2025, 2026 (Hybrid Options available)</p>
Provide physical space and food for Grantee Meetings	<ul style="list-style-type: none"> -Work with local vendors to provide food for grantee meetings -Work with local providers and one greater MN location to provide space for grantee meetings 	<ul style="list-style-type: none"> -Find local providers for food that are small locally owned businesses to cater food at grantee meetings -Book with local organizations to provide space for grantee meetings (Wilder, Bunker Hills, Shoreview Community Center) 	Tracy/Luna Supervisor/Cas e Aid	August 2023, July 2024, July 2025, Late Fall 2023, 2024, 2025, Spring 2024, 2025, 2026
Provide CEUs for presentations	<ul style="list-style-type: none"> -CEUs available in SW and LADC for attending grantee meetings 	-Apply for CEU credits from the Minnesota Board of Social work and BBHT for LADC continued education credits	Tracy/Luna Supervisor/Cas e Aid	3 months prior to each grantee meeting
Complete registration, reminders, attendance, and certificates	<ul style="list-style-type: none"> -Provide schedule, planning, registration, certificates 	<ul style="list-style-type: none"> -Provide email invites -Provide agendas, and reminders of meetings -Provide certificates of attendance -Additional support includes providing information about lodging 	Tracy/Luna Supervisor/Cas e Aid	1-2 months prior to each grantee meeting

Attachment B: BUDGET SUMMARY AND JUSTIFICATION FORM

BUDGET SUMMARY Year 1			BUDGET SUMMARY Year 2			BUDGET SUMMARY Year 3		
September 15, 2023 to June 30, 2024			July 1, 2024 to June 30, 2025			July 1, 2025 to June 30, 2026		
CATEGORY	TOTAL BUDGET Year 1	CATEGORY	TOTAL BUDGET Year 2	CATEGORY	TOTAL BUDGET Year 3	CATEGORY	TOTAL	
Salaries	\$ -	Salaries	\$ -	Salaries	\$ -	Salaries		
Fringe Benefits	\$ -	Fringe Benefits	\$ -	Fringe Benefits	\$ -	Fringe Benefits		
Contracted Services	\$ -	Contracted Services	\$ -	Contracted Services	\$ -	Contracted Services		
Space Cost (Incl utilities)	\$ 12,000.00	Space Cost (Incl utilities)	\$ -	Space Cost (Incl utilities)	\$ 12,000.00	Space Cost (Incl utilities)	\$ 12,000.00	
Equipment	\$ -	Equipment	\$ -	Equipment	\$ -	Equipment		
Bonds & Insurance	\$ -	Bonds & Insurance	\$ -	Bonds & Insurance	\$ -	Bonds & Insurance		
Copying	\$ -	Copying	\$ -	Copying	\$ -	Copying		
Data Processing	\$ -	Data Processing	\$ -	Data Processing	\$ -	Data Processing		
Communications	\$ -	Communications	\$ -	Communications	\$ -	Communications		
Instate Travel	\$ -	Instate Travel	\$ -	Instate Travel	\$ -	Instate Travel		
Out-of-State Travel	\$ -	Out-of-State Travel	\$ -	Out-of-State Travel	\$ -	Out-of-State Travel		
Program Costs	\$ 4,500.00	Program Costs	\$ -	Program Costs	\$ 4,500.00	Program Costs	\$ 4,500.00	
Evaluation	\$ -	Evaluation	\$ -	Evaluation	\$ -	Evaluation		
Audit	\$ -	Audit	\$ -	Audit	\$ -	Audit		
Staff Development	\$ 40,200.00	Staff Development	\$ -	Staff Development	\$ 40,200.00	Staff Development	\$ 40,200.00	
Child Care - Day Care	\$ -	Child Care - Day Care	\$ -	Child Care - Day Care	\$ -	Child Care - Day Care		
Client Transportation	\$ -	Client Transportation	\$ -	Client Transportation	\$ -	Client Transportation		
Client Housing Costs	\$ -	Client Housing Costs	\$ -	Client Housing Costs	\$ -	Client Housing Costs		
Client Incentives	\$ -	Client Incentives	\$ -	Client Incentives	\$ -	Client Incentives		
Client Emergency Funds	\$ -	Client Emergency Funds	\$ -	Client Emergency Funds	\$ -	Client Emergency Funds		
Total Direct Costs	\$ 56,700.00	Total Direct Costs	\$ -	Total Direct Costs	\$ 56,700.00	Total Direct Costs	\$ 56,700.00	
Indirect Cost (See note above,	\$ 5,670.00	Indirect Cost (See note above,	\$ -	Indirect Cost (See note above,	\$ 5,670.00	Indirect Cost (See note above, attach	5,670	
TOTAL REQUEST Year 1	\$ 62,370.00	TOTAL REQUEST Year 2	\$ -	TOTAL REQUEST Year 3	\$ 62,370.00	TOTAL REQUEST Year 3	\$ 62,370.00	\$ 187,110.00

BUDGET SUMMARY AND JUSTIFICATION FORM

BUDGET JUSTIFICATION Year 1: September 15 , 2023 to June 30, 2024

CATEGORY	JUSTIFICATION NARRATIVE	Year 1
Salaries		
Fringe Benefits		
Contracted Services		
Space Cost (Incl utilities)	2 local 2 day meetings=\$1,000/day=\$4,000, + 2 day Self-care conference =\$8,000=space, room block, conference room	\$ 12,000.00
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications		
Instate Travel		
Out-of-State Travel		
Program Costs	WRS Grantee advertisement items: Cooler bags, waterbottles, care packages for self care @ \$1,500/event @ 3 events=\$4,500	\$ 4,500.00
Evaluation		
Audit		
Staff Development	6 days of meetings @ \$4,000/day for speakers, + cost of CEUS, self care activities=\$24,000 Food for events, breakfast, lunch, snacks: \$60/day 6 days @ 45 attendees=\$16,200	\$ 40,200.00
Child Care - Day Care		
Client Transportation		
Client Housing Costs		
Client Incentives		
Client Emergency Funds		
Total Direct Costs		\$ 56,700.00
Indirect Cost (See note above, attach indirect cost detail)	10% of total cost	5,670
TOTAL REQUEST Year 1		\$ 62,370.00

BUDGET SUMMARY AND JUSTIFICATION FORM**BUDGET JUSTIFICATION Year 2: July 1, 2024 to June 30, 2025**

CATEGORY	JUSTIFICATION NARRATIVE	Year 2
Salaries		
Fringe Benefits		
Contracted Services		
Space Cost (Incl utilities)	2 local 2 day meetings=\$1,000/day=\$4,000, + 2 day Self-care conference =\$8,000=space, room block, conference room	\$ 12,000.00
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications		
Instate Travel		
Out-of-State Travel		
Program Costs	WRS Grantee advertisement items: Cooler bags, waterbottles, care packages for self care @ \$1,500/event @ 3 events=\$4,500	\$ 4,500.00
Evaluation		
Audit		
Staff Development	6 days of meetings @ \$4,000/day for speakers, + cost of CEUS, self care activities=\$24,000 Food for events, breakfast, lunch, snacks: \$60/day 6 days @ 45 attendees=\$16,200	\$ 40,200.00
Child Care - Day Care		
Client Transportation		
Client Housing Costs		
Client Incentives		
Client Emergency Funds		
Total Direct Costs		\$ 56,700.00
Indirect Cost (See note above, attach indirect cost detail)	10% of total cost	5,670
TOTAL REQUEST Year 2		\$ 62,370.00

BUDGET SUMMARY AND JUSTIFICATION FORM
BUDGET JUSTIFICATION Year 3: July 1, 2025 to June 30, 2026

CATEGORY	JUSTIFICATION NARRATIVE	Year 3
Salaries		
Fringe Benefits		
Contracted Services		
Space Cost (Incl utilities)	2 local 2 day meetings=\$1,000/day=\$4,000, + 2 day Self-care conference =\$8,000=space, room block, conference room	\$ 12,000.00
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications		
Instate Travel		
Out-of-State Travel		
Program Costs	WRS Grantee advertisement items: Cooler bags, waterbottles, care packages for self care @ \$1,500/event @ 3 events=\$4,500	\$ 4,500.00
Evaluation		
Audit		
Staff Development	6 days of meetings @ \$4,000/day for speakers, + cost of CEUS, self care activities=\$24,000 Food for events, breakfast, lunch, snacks: \$60/day 6 days @ 45 attendees=\$16,200	\$ 40,200.00
Child Care - Day Care		
Client Transportation		
Client Housing Costs		
Client Incentives		
Client Emergency Funds		
Total Direct Costs		\$ 56,700.00
Indirect Cost (See note above, attach indirect cost detail)	10% of total cost	5,670
TOTAL REQUEST Year 2		\$ 62,370.00

same as year 1