DC Grant #

JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
INDEPENDENT SCHOOL DISTRICT $$$$
FOR INTERAGENCY EARLY INTERVENTION SERVICES

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through the Community Services Division, ("County") and $$Address$$ ("School District"). This Agreement uses the word "parties" for both County and School District.

WHEREAS, the County and School District are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the School District desires to retain and compensate a qualified party to provide Interagency Early Intervention Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Interagency Early Intervention Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the School District and shall not make any such representations nor hold itself out as such; and

2. The County shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District, authority being specifically limited to the duties assigned under this Agreement; and

3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, this Agreement is recommended by the Dakota County Special Education Directors Advisory Committee on behalf of the following local school districts in Dakota County: Special School District No. 6, and Independent School Districts Nos. 191, 192, 194, 195, 196, 197, 199 and 200; and

WHEREAS, the Dakota County Board of Commissioners by Resolution No. 23-__ authorized the County to enter into an agreement with the School District for the provision of Interagency Early Intervention Services by the County to the School District; and

WHEREAS, the School District is willing to retain the County to provide Interagency Early Intervention Services.

ACCORDINGLY, the parties agree:

Article 1
PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the School District for the provision of Interagency Early Intervention Services by the County to the School District, as more fully described herein and in the attached Exhibit 1.

Article 2
TERM

This Agreement is effective on the date that the last party executes this Agreement ("Effective Date") through June 30, 2023, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement ("Expiration Date").

Article 3
COOPERATION

The County and the School District agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

Article 4
PROVISION OF SERVICES

The County agrees to provide the services referenced below and in Exhibit 1 to the School Districts. All services are available to all districts, but individual districts will access varying levels of each service, dependent upon individual student and district need.

4.1. Service Coordination. Maternal Child Health Nurse service coordination will be provided to any child age birth to three (3) years old enrolled in an Early Childhood Special Education program. Maternal Child Health Nurses will provide consultation to school teams and home visiting as well as service coordination with particular emphasis on medically intensive children with multiple needs. A Maternal Child Health Nurse will assist families whose children are receiving early intervention services with resource and referral information. They will assist families in linking to community-based services to meet the needs of their child. They will serve as a liaison between the child's physician, medical specialist, private providers and the birth-to-three team. Maternal Child Health Nurses will attend their clients Individual Family Support Plan team meeting. Dakota County Public Health will provide the Dakota County IEIC a listing of assigned nurses to each school district Birth to Three Team.

4.2. Interagency Coordination and Service Coordination Consultation. Interagency coordination will be provided for the Dakota County Interagency Early Intervention Committee. The Interagency Coordinator will provide project coordination for the Child Protection Early Childhood Screening program as it relates to the Keeping Children Safe Act. The Coordinator will work with the Dakota County IEIC on the referral process to school district Early Intervention and Early Childhood Speical Educatin Teams. The Interagency Coordinator will serve as a liaison and representative to the Region 11 Interagency Early Intervention Committee and the local school districts. The Coordinator will develop and promote the goals for interagency early intervention services established by the Region 11 Interagency Early Intervention Committee, the local early intervention committee, and local school districts. This work is capped at a total of 455 hours for all interagency partners during the period of the Agreement.

4.3. Services Where No Funding Exists. Review of requests for Part C Services Where No Funding Exists grants will be managed for the school districts. Requests for funding received from designated Early Intervention Service Coordinators will be evaluated by the Interagency Coordinator to determine if Part C statutory requirements are met, and whether other services options exist. For those requests meeting criteria and budget, the Coordinator will issue the grants to the families and track use of the funds through assistance from school Service Coordinators to secure family expenditure reports and documentation.

Article 5
REPORTING

5.1 Dakota County's Public Health Department will report their child count for Calendar Year 2022 to the Interagency Coordinator by March 1, 2023.

5.2 The Interagency Coordinator will create the Dakota County Help Me Grow Annual Report by August 1, 2023, and provide a copy to the School District Special Education Directors. This report will specify:

A. Activities of the Interagency Coordinator for the period of this Agreement;

B. Number of home visits conducted by Maternal and Child Health Nurses for service coordination in 2022;

D. Total child count receiving Maternal and Child Health Nurse service coordination in on December 1, 2022;

E. Number of Part C and Family Support mini-grants issued to families, reported by school district, disability, and purpose of the funds, and

F. The Part C and Part B child count for December 1, 2022.

G. Number of children screened in the Dakota County Childhood Protection Screening Project per calendar year. The report will detail how many were referred to HMG and the outcome of those referrals.

5.3 The Interagency Coordinator will provide the School District Special Education Director with an annual report of Region 11 Interagency Early Intervention Committee activities and their compliance with Minn. Stat. § 125A.30 and PL 99-457.

Article 6
COMPENSATION

6.1 Total Compensation. The School District shall pay the County an amount not to exceed $_____ ("Agreement Maximum") for the services described herein. In the event this Agreement is terminated by the parties prior to completion of the services, payment shall be made by the School District to the County on a prorated basis for the services furnished prior to termination of the Agreement.

6.2 Invoices. The County shall, within fifteen (15) working days following June 30, 2023 submit an invoice and request for payment on an invoice form acceptable to the School District, which provides an itemization of the services provided and the dates of the performance period covered by the invoice. The School District shall notify the County in writing within fifteen (15) working days of receipt of an invoice of any particular item that is disputed or alleged to be incorrect. The payment of any such disputed amount shall be withheld until such time as the disputed amount is resolved or the incorrect amount is corrected.

Article 7
PROPERTY

Upon termination of this Agreement, any property or surplus funds acquired as a result of the School District's compensation to the County shall be returned to the School District after the purpose of this Agreement has been completed.

Article 8
LIABLE FOR OWN ACTS

Each party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers, or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

The provisions of Article 8 shall survive the expiration or termination of this Agreement.

Article 9
INDEPENDENT CONTRACTOR

The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by School District employees and is not eligible for workers' or unemployment compensation benefits under the School District. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Article 10
DATA PRACTICES AND PRIVACY

10.1 Minnesota Government Data Practices Act (MGDPA). The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted. The County and the School District agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data. If a party receives a request to release data referred to in this Clause that was received by the party receiving the request from another party, the party receiving the request to release the data must immediately notify the party from whom the data originated. The originating party will give the party receiving the request to release the data instructions concerning the release of the data to the data requester before the data is released.

10.2 Health Insurance Portability and Accountability Act (HIPAA). The parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), including the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other HIPAA laws, standards and requirements now in effect or hereinafter adopted where applicable to the parties and to the duties under this Agreement, as determined by the County. Nothing in this Agreement will create obligations under HIPAA for the County or School District unless mandated by HIPAA.

Article 11
TERMINATION

11.1 With or Without Cause. This Agreement may be terminated with or without cause, by either party upon thirty (30) calendar days' written notice of intent to terminate..

11.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be terminated immediately by either party in the event sufficient funds from the County, State, or Federal sources are not appropriated at a level sufficient to allow payment of the amounts due for the performance of this Agreement, and the non-appropriation of funds did not result from the any act of bad faith on the part of the terminating party.

Article 12
GENERAL

12.1 Notices. The School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the School District:

Phone:
Email:

To the County:
Marti Fischbach
Community Services Director
Dakota County Community Services
1 Mendota Road W, Suite 500
West St. Paul, MN 55118-4773
651-554-5742
Marti.Fischbach@co.dakota.mn.us

12.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties' authorized representatives as named in Article 12.1.

12.3 Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.

12.4 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.

12.5 Captions and Headings. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

12.6 Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.

12.7 State Audits. Under Minn. Stat. § 16C.05, subd. 5, each party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the Expiration Date of this Agreement.

12.8 Contract Interpretation and Construction. The parties acknowledge that they have had a reasonable opportunity to consult with their attorneys prior to execution of this Agreementand have done so. This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the "against the offeror" principle of contract interpretation and construction will not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement will not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties that every provision in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning effect, regardless of any rule or law to the contrary.

12.9 Entire Agreement. Exhibit 1 is attached and incorporated into this Agreement. By signing this Agreement, the School District acknowledges receipt of Exhibit 1. If there is a conflict between any part of Exhibit 1 and the body of this Agreement, the body of this Agreementwill prevail. To the extent reasonably possible, Exhibit 1 will be construed and constructed to supplement, rather than conflict with, this Agreement, unless such construing or construction results in ambiguity.This Agreement is the entire agreement for the provision of the Interagency Early Intervention Services between the School District and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

ELECTRONIC SIGNATURES

Each party agrees the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No. _____

Approved as to form:

_____
Assistant County Attorney/Date

File No. KS-_____

COUNTY OF DAKOTA

By _____

_____

Title Community Services Director
Date of Signature _____

FOR THE SCHOOL DISTRICT
(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

_____
(Please print name.)

Title _____
Date of Signature _____

Exhibit 1

Contract Deliverables Interagency Coordination

1. Facilitate meetings of the Dakota County Interagency Early Intervention Committee (IEIC).

   - Provide e-mail or written notification of meetings and agendas to IEIC members.
   - Facilitate and provide leadership at IEIC meetings.
   - Assist in identifying IEIC goals.
   - Record and distribute minutes to IEIC members.
   - Obtain and distribute issue-related background information to IEIC members as directed by the Committee or independently.
   - Develop an annual IEIC Performance Plan and overall Part C budget on behalf of the Dakota County IEIC.
   - Follow through with specific directives of the IEIC.
   - Assist in determining the needs of families and professionals within Dakota County for specialized technical assistance.
   - Coordinate inservices and resource development for professionals serving birth through five-year-olds with developmental and behavioral delays and their parents.
   - Survey members annually for needs and concerns.
   - Use group discussion or survey to identify issues to be addressed in the coming year.
   - Assist in determining priorities and assigning tasks to members.
   - Maintain current membership lists for all IEIC committees.

2. Coordinate the distribution of informational and outreach materials through the Dakota County Interagency Early Intervention Committee.

3. Attend and serve as a liaison to the Region 11 Interagency Early Intervention Committee.

   - Report information gathered from the Region 11 meetings and communications to the Dakota County IEIC.
   - Provide input to state early intervention interagency staff and to the Region 11 Interagency Early Intervention Committee regarding Dakota County IEIC issues, concerns, and recommendations.

4. Report to the Dakota County Collaborative Governing Board regularly on Dakota County Interagency Early Intervention Committee activities.

5. Meet with School District Special Education Directors as needed regarding activities and performance.

6. Prepare an annual report for the Special Education Directors including:

   - Region 11 Interagency Early Intervention Committee compliance with Minn. Stat. § 125A.30 and PL 99-457, and
   - Summary of Region 11 and Dakota County Interagency Early Intervention Committee activities.

7. Provide Service Coordination Consultation Services to School District Staff and Public Health Staff, including community resource updates and service coordination training.

8. Review and process requests for Family support Grants and Part C Services Where No Funding Exists grants.

9. The Interagency Coordinator will provide project coordination for the Child Protection Early Childhood Screening program as it relates to the Keeping Children Safe Act. The Coordinator will work with the Dakota County IEIC on the referral process to school district Early Intervention and Early Childhood Speical Educatin Teams