JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND THE COUNTY FO RAMSEY FOR TUBERCULOSIS CONTROL SERVICES

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through Dakota County Parks ("Dakota") and the County of Ramsey, by and through St. Paul-Ramsey County Public Health ("Ramsey"). This Agreement uses the word "parties" for both Dakota and Ramsey.

WHEREAS, Dakota and Ramsey are governmental units as that term is defined in Minn. Stat. § 471.59.

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

WHEREAS, Dakota requires Tuberculosis Control Services for its residents.

WHEREAS, Ramsey operates a Tuberculosis Control program and is able to provide those program services to Dakota under the terms of this Agreement.

WHEREAS, the parties desire to cooperate in providing Tuberculosis Control Services as more fully described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, Dakota and Ramsey hereby agree as follows:

1. Purpose. The purpose of this Agreement is to set out the respective duties and responsibilities of Dakota and Ramsey for the provision of Tuberculosis Control Services, as more fully described herein.

2. Term. This Agreement shall be effective on January 1, 2026 and shall continue in effect through December 31, 2027, unless earlier terminated by law or according to the provisions of this Agreement.

3. Ramsey Obligations. Ramsey County agrees to provide the Tuberculosis Control Services identified on Exhibit 1 to Dakota County residents who have been referred to Ramsey from Dakota County Public Health.

4. Ramsey Obligations. Dakota County may refer residents to Ramsey for Tuberculosis Control Services under this Agreement. Dakota will pay Ramsey for such Services provided to Dakota residents as set forth on Exhibit 1. Dakota shall only be obligated to pay for Tuberculosis Control Services for Dakota residents referred to Ramsey for such Services by Dakota County Public Health. Payment does not prevent Dakota from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by Dakota. The maximum amount to be paid by Dakota pursuant to this Agreement shall not exceed $50,000.

5. Liability. 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 represents that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits as stated in Minn. Stat. Ch. 466. The parties shall promptly provide Notice in writing and in reasonable detail of any demand, action, suit, or proceeding against the party providing Notice relating to this Agreement or the provision of Tuberculosis Control Services under this Agreement. The provisions of this section 5 shall survive the expiration or termination of this Agreement.

6. Data Practices. 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. To the extent permitted by law, if either party receives a request to release the data received from the other party, the party which has received the data request must promptly notify the other party. In connection with any data received from the other party under this Agreement, each party shall provide the other party with prompt Notice of a breach of the security of such data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. The provisions of this section 6 shall survive expiration or termination of this Agreement.

7. Termination.

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

7.2 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 a party determines 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 or to provide the Tuberculosis Control Services.

8. General.

8.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement:

To Ramsey:

Amy Caron
Director of Public Health
555 Cedar Street
St, Paul, MN 55101
651-266-2424
amy.caron@co.ramsey.mn.us

To Dakota:

Marti Fischbach
Community Services Director
1 Mendota Road W., Suite 500
West St. Paul, MN 55118
651-554-5742
marti.fischbach@co.dakota.mn.us

8.2 Liaisons. The following named persons are designated the parties' Liaisons for purposes of this Agreement. The Liaison, or their successor, has authority to assist the parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement.

Ramsey:
Amy Caron
651-266-2424
amy.caron@co.ramsey.mn.us

Dakota:
Jenn Jech
651-554-5837
Jenn.Jech@co.dakota.mn.us

8.3 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other party's Authorized Representative, with a courtesy copy provided by email. The parties may provide written notification to each other of any change to the designated Authorized Representatives or contact information.

8.4 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.

8.5 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties or as constituting Ramsey or Dakota as the employee of the other entity for any purpose or in any manner whatsoever.

8.6 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 for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Minnesota.

8.7 Compliance with Applicable Law. The parties agrees to comply with applicable federal, state and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the parties' performance under this Contract and to the facilities, programs, and staff for which the parties are responsible. Ramsey shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Tuberculosis Control Services under this Agreement.

8.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

8.9 Authority. The person or persons executing this Joint Powers Agreement on behalf of Ramsey and Dakota represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective parties and represent that this Joint Powers Agreement is a binding obligation and is enforceable in accordance with its terms.

8.10 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

8.11 Severability. In the event that any portion of this Joint Powers Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

8.12 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 THEREOF, the parties have caused this agreement to be executed intending to be bound thereby.

DAKOTA COUNTY	**RAMSEY COUNTY**
By: _____	By: _____
Marti Fischbach	Printed Name:_____
Community Services Director	Title: _____
Date of signature: _____	Date of signature: _____

Saint Paul - Ramsey County Public Health (Contractor) shall provide tuberculosis (TB) detection, prevention and treatment services to clients residing in Dakota County, who have been referred by Dakota County Public Health (County). These tuberculosis control services include:

- TB skin testing; QFTs (QuantiFERON Blood Test)
- Chest x-rays;
- Laboratory services:
- Physician evaluation, consultation. diagnosis and treatment;
- Medication dispensing and monitoring.
- Follow-up services, e.g. physician visits. nurse visits, additional lab and x-ray services;
- Additional diagnostic services
- Summary of services after each visit to be emailed to the responsible staff person in County;
- Phone or in-person interpretation as necessary to serve County residents with English as a second language and the deaf or hard of hearing
- Notification of no-shows to the responsible staff person in County after each incident.

Contractor will accept all usual and customary TB referrals made by the County. Contractor will also provide services for uninsured and underinsured Latent TB Infection (LTBI) cases. Authorization for the above services by the County will be via the County TB Referral and Follow-up Report Form. Contractor may see referred LTBI clients up to three (3) visits without additional prior approval from the County for all services listed above, except tuberculosis skin testing and additional diagnostic services.

The County will be responsible for follow-up with referred clients whose medical needs exceed the scope of services provided by the Contractor and will assist them in finding low-cost health services, applying for emergency Medical Assistance (MA), etc.

Contractor shall complete their portion of the County TB Referral and Follow-up Report Form, and provide copies of all laboratory and x-ray results to County Public Health staff. Contractor shall retain possession of the x-ray; however, the x-ray shall be sent to a physician for comparison upon request.

Reimbursement for Services

Contractor shall bill the County on a quarterly basis. Statements shall be itemized by client, only for those TB and interpreter services for County residents that Contractor is unable to recover from third party sources, The County agrees to pay the prevailing MA rate for services during the term of the contract for all TB services.

The County agrees to pay the prevailing MA rate whenever Contractor's staff interpreter is used. In the event that it is necessary to use a phone interpreter (i.e. Language Line) or an outside interpreter agency the County will be billed in 15-minute increments at the rate negotiated by Contractor for such service.

Contractor may also bill a one-time only fee of $200.00 for an average of 4 hours of case management service for each TB client referred who does not have insurance coverage.

Inclusion, Diversity and Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and
direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Agreement, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to Person-Centered, Informed Choice and Transition Protocol, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community

biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Agreement pursuant to the termination provision in the Agreement.