

**Joint Powers Agreement Governing Participation
in a Non-Emergency Medical Transportation Coordination Project**

This agreement is entered into by and between the County of St. Louis, 100 North 5th Avenue W., Duluth, MN 55802, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as the “Host”, and the following Minnesota Counties: Aitkin County, 204 - 1st St NW, Aitkin, MN 56431; Carlton County, 14 N. 11th St., Suite 100, Cloquet, MN 55720; and Lake County, 616 Third Avenue, Two Harbors, MN 55616, hereinafter referred to as “Participating Members”.

WITNESSETH:

WHEREAS, counties can benefit through collaboration by reducing duplication of like administrative activities without negatively affecting service capacity, by adding value through sharing the specialized knowledge and experience of staff with the result of increased aggregate service capacity, and by utilizing the evolution of technology to effectively work across distances and jurisdictions; and

WHEREAS, increased efficiencies and streamlining across county lines can benefit taxpayers in cost savings; and

WHEREAS, Minnesota Statutes Chapter 402A, the “State-County Results, Accountability, and Service Delivery Redesign Act” allows counties to enter into voluntary service delivery agreements to redesign delivery of all or some essential human services; and

WHEREAS, the counties entering this Agreement now desire to coordinate efforts for the administration of non-emergency medical transportation (“NEMT”); and

WHEREAS, the four counties wish to formalize terms and conditions through which they will cooperatively manage the services for covered recipients, pursuant to contract with Medical Transportation Management, Inc.

NOW THEREFORE, in consideration of the mutual covenants and promises between the parties set forth herein, it is hereby agreed that:

1. DESIGNATED REPRESENTATIVES

The St. Louis County Director of Public Health and Human Services (PHHS), Linnea Mirsch, or her successor, at telephone number (218) 726-2096, is the representative of St. Louis County and will administer this Agreement for and on behalf of the Host.

Representatives of Charter Members are as follows:

Cynthia Bennett, Director, Aitkin County Health & Human Service Agency, or her successor, 204 - 1st St NW, Aitkin, MN 56431;

Dave Lee, Director, Carlton County Public Health & Human Services, or his successor, 14 N. 11th St., Suite 100, Cloquet, MN 55720; and

Lisa Hanson, Director, Lake County Human Services Department, or her successor, 616 Third Avenue, Two Harbors, MN 55616.

Changes in designated representatives shall be restricted to Directors/Director Level Administrators of participating members.

To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance, and provide ongoing consultation, liaisons shall be designated by Host and each Member. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

2. VENDOR

NEMT Coordination:

Medical Transportation Management, Inc., 635 Maryville Centre Dr. Ste. 300, St. Louis, MO 63141, Davin Miller, Minnesota Program Director.

3. NOTICES

All notices and demands pursuant to this Agreement shall be directed in writing to the Host and to each Participating Member at the addresses set forth in paragraph 1 above.

4. SHARED EXPENSES

Proportional Share of Trip Legs

St. Louis County will bill each Participating Member at least monthly for the administrative expense associated with each leg of authorized rides provided based upon the rate provided in the Contract with the Vendor. Each Participating Member will make payment to St. Louis County within 30 days of receipt of such invoice.

In entering into this Agreement, the Host and Participating Member Counties agree that the proposed budget for delivery of any NEMT services will be based on each Participating Member County's projected proportional share of NEMT rides arranged by Vendor.

Each Participating Member County's projected proportional share will be determined for each County by taking the total number of county trip legs divided by total number of all trip legs. The numbers used in this formula will be the numbers in existence on the date the action/event creating the liability occurred. The 2019 projects are based on 2017 actual ride legs, incorporated in Exhibit A.

St. Louis County Business Services Support Staff

St. Louis County will bill each Participating Member County on a quarterly basis for the 0.5 Information Specialist II Business Services Support Staff position housed there, who will be reconciling payments, billing and records. Each Participating Member County's proportional share of this expense will be determined by utilizing the same formula used above to determine proportional share of trip legs. This annual cost will be provided by October 1st of each year for the subsequent year 2019 expense is also provided in Exhibit A.

This expense will be billed quarterly by St. Louis County.

5. CONTRACTING WITH VENDOR

On behalf of Participating Member Counties, St. Louis County shall act as fiscal agent and contract manager and will draft and enter into a written agreement (the "Contract") with the Vendor, Medical Transportation Management, Inc.

6. DELINEATION OF RESPONSIBILITIES

Host and Participating Member Counties agree to jointly develop a Transportation Access Plan. This Transportation Access Plan will then be jointly implemented and followed by Host and Participating Member Counties.

Host will consult with DHS, to review issues of performance, payment and quality of service delivered by the Vendor. The following items will be submitted to the Minnesota Department of Human Services by October 15, 2018 to constitute notification of participating members to utilize MTM – MNET for the administration of all non-emergency medical transportation and the related ancillary services for the member counties:

- Copy of MTM contract with host county, listing all participating counties
- Copy of the Joint Powers Agreement
- Number of transports per year anticipated to be coordinated through MTM – MNET
- Criteria used to establish the “administrative fee.”

On behalf of Participating Member Counties, St. Louis County will collect reports on compliance with contract terms and related regulations. St. Louis County will complete an agreement with Minnesota Department of Human Services for federal financial participation (FPP) for the administrative fee and generate the required reports to allow for the proper calculation of the FPP available to local agencies and ensure reimbursement for the appropriate amount. St. Louis County will manage all issues relating to insurance requirement compliance, affirmative action and data practices, and performance issues including service delivery, call center compliance, quality assurance, fraud control and management and resolution of customer complaints, excluding county specific appeals, which will be handled by each Participating Member County.

The fiscal agent will be responsible for the collection, creation, receipt, maintenance, storage, dissemination, use and access of any data created or arising out of the Contract. Each Participating Member County shall be responsible for its own data related to this Agreement under the MGDPA.

7. DURATION

The term of this Agreement shall commence upon execution by all of the parties and continue in effect for three (3) years. After that time, the Agreement shall be automatically renewed on a year-to-year basis under the same terms and conditions by all the parties unless written notice of termination is provided by the Host or a Participating Member County pursuant to the terms of this Agreement.

8. NOTICE OF TERMINATION

The Host or any Participating Member may withdraw from this Agreement with or without cause, upon 75 days’ prior written notice. In the event of the withdrawal of the Host, this Agreement shall be terminated in its entirety. In the event of withdrawal by any Participating Member, this Agreement shall remain in full force and effect as to all remaining parties. Written notice of termination shall be made by certified mail or personal delivery directed to the each party specified in the Notice section of this Agreement. Notices are deemed effective upon delivery to the Host and each Participating Member County’s authorized representative.

9. EFFECT OF TERMINATION

Termination of this Agreement shall not discharge any liability, responsibility, or right of any party which arises from the performance or failure to adequately perform the terms of this Agreement prior to the effective date of termination, nor shall termination discharge any obligation which by its nature would survive after the date of termination. Early termination prior to the termination terms herein will not absolve any parties from the funding obligations set forth in this contract.

10. FUTURE MEMBERS

This project may be expanded in the future to include other counties. The Host and Participating Members must agree to the addition of new Participating Member Counties, subject to approval by the appropriate county boards and with required paperwork submitted to the Department of Human Services. New Members will be held to the same requirements, policies, governance, financial obligations, and duties for all other matters as they relate to this Agreement. New Members will be incorporated into this written Agreement and into all other legal documents related to this project via an amendment to this Agreement.

11. EXHIBITS

This Agreement includes the following Exhibit which is incorporated by reference: [A] 2017 Volume for 2019 Budget

12. ASSIGNMENT

No party may assign this Agreement without the prior written consent of every other party, and such consent shall not be unreasonably withheld.

13. NEUTRAL CONSTRUCTION

The parties to this Agreement agree that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the parties' negotiations. Each party warrants and represents that it has sought and has received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision.

14. DATA PRACTICES

Pursuant to Minnesota Statutes Chapter 13 (the Minnesota Government Data Practices Act, or MGDPA), Host and Members agree that they will continue to be responsible authorities for data created by their agency. Nothing in this Agreement shall result in any change in responsibilities for data practices requests, data access procedures, and compliance responsibilities of the individual agencies. Host and Members agree that the originator of the data continues to own the data and responsibilities attendant to creation and maintenance of such data. All requests for data under the MGDPA will be forwarded to the agency that created the data.

15. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. ENTIRE AGREEMENT AND REMEDY

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

17. MINNESOTA LAW

This Agreement shall be governed by the laws of the State of Minnesota. Any litigation regarding this Agreement or its contents shall be filed in the County of St. Louis, if in state court, or in the federal district court nearest to St. Louis County, if in federal court.

18. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

19. INDEMNIFICATION

Each party shall be liable for its own acts to the extent provided by law, and each party hereby agrees to indemnify, hold harmless and defend the others, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the others, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act of omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Participating Member Counties agree that, if any litigation is brought relating to this Joint Powers Agreement, and if any liability is found by a court or administrative agency of competent jurisdiction, each Participating Member County's share of any final liability shall be determined on a pro rata basis using the following formula:

Total number of Participating Member County trip legs divided by total number of all trip legs

The numbers used in this formula will be percentage of trip legs in the preceding fiscal year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CHARTER MEMBERS

AITKIN COUNTY

By: _____
[NAME]
Board Representative

Date: _____

LAKE COUNTY

By: _____
[NAME]
Board Representative

Date: _____

CARLTON COUNTY

By: _____
[NAME]
Board Representative

Date: _____

HOST

ST. LOUIS COUNTY

By: _____
[NAME]
Board Representative

Date: _____

APPROVED AS TO FORM AND EXECUTION:

ST. LOUIS COUNTY ATTORNEY

By: _____
[NAME]

Date: _____

Exhibit A 2017 Volume for 2019 Budget

	Van Rides	GMR	Total Annual Trip Legs
Aitkin	900	1,092	1,992
Carlton	600	5,280	5,880
Lake	720	120	840
St. Louis	8,112	4,968	13,080
Total	10,332	11,460	21,792

	Percentage of rides	MTM Admin Fee, anticipated
Aitkin	9%	\$19,441.92
Carlton	27%	\$57,388.80
Lake	4%	\$8,198.40
St. Louis	60%	\$127,660.80
All 4 Counties		\$212,689.92