

**RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT OF 2009
INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

This Agreement is between the State of Minnesota and its Department of Health and its Department of Human Services, the County of Hennepin, the County of Ramsey, and the City of Minneapolis (collectively, "the Governmental Units").

RECITALS

WHEREAS, the parties entered into previous Intergovernmental Agreements ("IGA") to implement the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009 (the "Ryan White Program"); and

WHEREAS, the purpose of this Agreement is to establish a framework for the distribution of the responsibilities and the relationship between the Governmental Units, including agreement to the administration of the Agreement, the establishment of required planning councils, and a process for the allocation of available funds; and

WHEREAS, the current authority, expertise, and responsibility of the cities, counties and state agencies in the delivery of services to persons with HIV-related illnesses has provided a basis for an ongoing relationship between the Governmental Units and their shared responsibilities; and

WHEREAS, Hennepin County is the Ryan White Program Part A grantee for the Minneapolis-St. Paul Transitional Grant Area (the "TGA"), the Minnesota Department of Human Services is the Ryan White Program Part B grantee, the Minnesota Department of Health is Minnesota's Centers for Disease Control and Prevention (CDC) Comprehensive HIV Prevention Projects for Health Departments (the "CDC HIV Prevention Program") grantee and the City of Minneapolis and the County of Ramsey are governmental entities which collaborate with the Part A grantee in the implementation of the Ryan White Program in the Minneapolis-St. Paul 13-county Transitional Grant Area; and

WHEREAS, the current parties wish to enter into a new IGA to integrate HIV prevention and care planning statewide, and to comply with changes to the Ryan White Program and the CDC HIV Prevention Program requirement to convene a community planning group and to align with the goals of the National HIV/AIDS Strategy; and

WHEREAS, the Governmental Units wish this Agreement to be an intergovernmental cooperative agreement pursuant to Minnesota Statutes, section 471.59; and

WHEREAS, the parties intend that this Agreement, upon execution, will supersede the previously executed Ryan White IGA II; and

NOW, THEREFORE, in consideration of the above, the Governmental Units agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to document the understanding among the Governmental Units who intend to continue and redefine the relationship and the necessary procedures for the administration of the Ryan White Program Part A and B funds and the CDC HIV Prevention Program funds. This Agreement establishes the framework whereby the parties agree to the planning, management, and allocation of these funds.

ARTICLE II

MINNESOTA COUNCIL FOR HIV/AIDS CARE AND PREVENTION

- A. The Governmental Units shall establish the Minnesota Council for HIV/AIDS Care and Prevention (the “Council”) for the Minneapolis-St. Paul Ryan White Part A TGA and the State of Minnesota consistent with the requirements of the Ryan White Program legislation and the CDC HIV Prevention Program policy.
- B. The Council will perform all functions and activities required of a Part A Planning Council, a Part B public advisory planning process under Ryan White Program legislation and a CDC HIV Prevention Program community planning group. The Council shall:
 - 1. Determine the size and demographics of the population of individuals with HIV/AIDS in the Minneapolis-St. Paul TGA and the state of Minnesota;
 - 2. Develop and conduct ongoing needs assessment activities, establish priorities for Health Resources and Services Administration (HRSA) allowable services, and create annual allocation recommendations for Ryan White Program Part B funds within Minnesota. The activities described in this paragraph should address how to best meet priorities and describe additional factors that the grantees should consider in allocating funds under a grant based on the documented needs of the HIV-infected population, the cost and outcome effectiveness of proposed strategies and interventions, the priorities of the HIV-infected communities for whom the services are intended, and the availability of other governmental and non-governmental resources;
 - 3. Prioritize populations most at risk of HIV infection based on HIV/AIDS epidemiological evidence to be targeted for HIV prevention interventions funded under the CDC HIV Prevention Program.
 - 4. Develop a comprehensive plan for the organization and delivery of HIV prevention

and care services that is compatible with all existing federal, state or local plan regarding the provision of health and social services to individuals living with or at-risk of HIV disease;

5. Assess the efficiency of the administrative mechanism that allocates funds to the areas of greatest need within the TGA and the state of Minnesota, and, at the discretion of the Council, assess the effectiveness, either directly or through contractual arrangements, of the services offered in meeting the identified needs;
 6. Participate in the development of the Statewide Coordinated Statement of Need (SCSN) initiated by the State of Minnesota agency responsible for administering grants under Part B of the Ryan White Program; and
 7. Establish methods for obtaining input on community needs and priorities, which may include public meetings; conducting focus groups; and convening ad-hoc panels.
- C. The Council shall be appointed jointly by the Chair of the Hennepin County Board of Commissioners, the Commissioner of the Department of Human Services and the Minnesota Department of Health's STD/HIV/TB Section Manager. These appointments shall be made in accord with the structure established in this Agreement and following the open recruitment and nomination process as established by the Council bylaws.
- D. The Council shall be constituted as follows:
1. The Council shall have up to 33 members who shall reflect the demographic requirements of Part A of the Ryan White Program and shall include members of the communities affected by the epidemic, particularly persons living with HIV/AIDS and members representing interests outside the 13-county TGA to satisfy the requirements of a Part B consortium and a CDC HIV Prevention Program community planning group.
 2. Half of the initial Council members shall be appointed for a one-year term and half for a two-year term. Thereafter, members may be re-appointed to a second two-year term, but no member shall serve more than two (2) consecutive terms.
 3. The Council shall have two community chairs jointly appointed for a one (1) year term by the Chair of the Hennepin County Board of Commissioners and the Commissioner of the Department of Human Services, based on the recommendations of the Council. One of the initial community chairs shall serve for only one term and the other may serve two consecutive one-year terms. Thereafter, all community chairs may serve for up to two consecutive one-year terms. At least one community chair shall be a person living with HIV who is unaligned, as defined by the Ryan White Program legislation, with any agency receiving or seeking to receive Ryan White Program and/or CDC HIV Prevention Program funds. One community chair shall reside in the Minneapolis-St. Paul Part

A TGA.

4. The Governmental Units shall be represented on the Council. Each Governmental Unit shall submit a nominee to the Council via the open nomination process. The member representing the Minnesota Department of Health shall serve as a third chair in accordance with the requirements of a CDC HIV Prevention Program community planning group and shall be appointed by the Department's STD/HIV/TB Section Manager. The term limit of the Minnesota Department of Health appointed chair shall be at the discretion of the appointing authority.
- E. The Council shall develop and adopt Council Bylaws, (hereinafter designated as HIV Council Bylaws) which shall include, but are not limited to the following:
1. The conduct of meetings.
 2. A process for the identification and resolution of conflict of interest.
 3. A grievance policy and procedure.
 4. Open recruitment and nomination process of new nominees for Council membership.

ARTICLE III

HIV PREVENTION AND CARE SERVICES PROVIDER FUNDING SELECTION PROCESS

- A. Non-sole source service grants to Ryan White Program or CDC HIV Prevention Program funded providers or subrecipients shall be allocated in accord with paragraphs B-D.
- B. The Ryan White Program Part A and B grantees and the CDC HIV Prevention Program grantee shall select individuals to serve on a Provider Selection Committee to determine funding amounts for the delivery of HIV prevention and care services.. A new committee shall be formed for each Request for Proposal process to solicit providers or subrecipients to deliver Ryan White Program and CDC HIV Prevention Program funded services.
- C. The Provider Selection Committee members shall:
 1. Be experienced in the professional development, funding, or review of health and social service grant applications and programs.
 2. Include persons living with HIV.
 3. Not be current members of the Council.

4. Have no conflict of interest as defined by the conflict of interest policy developed by Hennepin County, the Department of Human Services and the Department of Health with regard to funding recommendations developed by the Ryan White Program Part A and B grantees and the CDC HIV Prevention Program grantee.
- D. The Provider Selection Committee shall make specific funding recommendations consistent with the service priorities and funding allocations developed by the Council and the provisions of the Ryan White Program as to the allocation and administration of Part A and B funding.

ARTICLE IV

ADMINISTRATIVE SUPPORT

Hennepin County will provide staff support for the Council during the course of this Agreement. The Minnesota Departments of Health and Human Services shall together contribute funding to support the operations of the Council through agreements with Hennepin County.

ARTICLE V

AGREEMENT ADMINISTRATORS

In order to coordinate the activities of the Governmental Units so as to accomplish the purposes of the Agreement, the following individuals or their designees or successors shall manage this Agreement on behalf of the Governmental Units:

- A. Krissie Guerard, MDH HIV/STD/TB Section Manager;
- B. Katherine Finlayson, DHS Home and Community Based Services Manager;
- C. Jonathan Hanft, Hennepin County Community Health Program Supervisor;
- D. Becky McIntosh, City of Minneapolis Health Department Director of Administration; and
- E. Diane Haugen, Clinical Services Division Manager, St. Paul Ramsey County Public Health.

ARTICLE VI

LIABILITY OF MEMBERS

Each Governmental Unit shall be liable for its own acts and results thereof to the extent authorized by law and shall not be responsible for the acts of any other Governmental Unit and the results thereof. The liability of the State of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. The liability of the counties and cities shall be governed by Minnesota Statutes, Chapter 466 and other applicable law. Pursuant to Minnesota Statute, section 471.59, subdivision 1a, the total liability for the Governmental Units shall not be added together to exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes, sections 3.736 or 466.04.

ARTICLE VII

DATA PRIVACY

Each Governmental Unit agrees to abide by all applicable state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and/or data including but not limited to information made non-public by such laws or regulations.

ARTICLE VIII

MINNESOTA LAWS GOVERNING AND SEVERABILITY

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations and performance obligations between the parties. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

ARTICLE IX

RECORDS - AVAILABILITY

To the extent required by Minnesota Statutes, section 16C.05, subdivision 5, each Governmental Unit agrees that the other Governmental Units, the State Auditor, the Legislative Auditor, or any of their duly authorized representatives at any time during normal business hours shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures and transactions relating to this Agreement. The Governmental Units shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination.

ARTICLE X

NON-ASSIGNMENT

Each Governmental Unit shall not assign, subcontract, transfer, or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the other Governmental Units.

ARTICLE XI

MERGER AND MODIFICATION

- A. The entire agreement between the parties is contained herein. This Agreement supersedes and replaces IGA II and all other agreements, representations, understandings, and negotiations between the parties, whether written or oral, relating to the subject matter. All items that are referenced in this Agreement or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of the Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

ARTICLE XII

TERM AND TERMINATION

- A. This Agreement is effective upon execution by all parties and remains in effect until terminated as set forth in paragraph B of this Article.
- B. Each Governmental Unit may withdraw from this Agreement upon 60 days' written notice to the other parties. This Agreement shall be in effect until terminated by mutual agreement of all the Governmental Units or until superseded by a new agreement.
- C. Provisions that by their nature are intended to survive the term or termination of this Agreement do survive such term or termination.

ARTICLE XIII

NOTICES

Any notice, report or demand which must be given or made by a party under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent via registered or certified mail. Notices shall be sent to the Agreement Administrators at addresses identified in Article V.

ARTICLE XIV

COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed the contract this on the ____ day of _____ 20__.

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair, Board of Commissioners

Date: _____

And: _____
Deputy Clerk of Board

Date: _____

Approved as to form:

By: _____
Assistant County Attorney

Date: _____

This certifies that the signatory for the County of Hennepin has lawful authority, by virtue of Board Resolution, to bind the terms of this Agreement.

Pending Final Jurisdictional Approval

IN WITNESS WHEREOF, the parties hereto have signed the contract this on the ____ day of _____ 20__.

**COUNTY OF RAMSEY
STATE OF MINNESOTA**

By: _____
Chair, Board of Commissioners

Date: _____

And: _____
Clerk of Board

Date: _____

Approved as to budget:

By: _____
Budget and Accounting

Date: _____

Approved:

By: _____
Public Health

Approved as to form and execution:

By: _____
Assistant County Attorney

This certifies that the signatory for the County of Ramsey has lawful authority, by virtue of Board Resolution, to bind the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have signed the contract this on the ____ day of _____ 20__ .

CITY OF MINNEAPOLIS

By: _____
Mayor

Date: _____

Attest: _____
Assistant City Clerk

Date: _____

Countersigned: _____
Finance Director

Date: _____

Approved as to form:

By: _____
Assistant City Attorney

Date: _____

Pending Final Jurisdictional Approval

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

APPROVED:

DEPARTMENT OF HUMAN SERVICES

DEPARTMENT OF HEALTH

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Pending Final Jurisdictional Approval