

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: January 24, 2022  
Item No.: 10.i

Department Approval

City Manager Approval



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Item Description: Approve Ramsey County Embedded Social Workers Partnership JPA

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1 **BACKGROUND**

2 The general overarching mission of the Roseville Police Department (RPD) is to provide public safety  
3 services for the City of Roseville. RPD recognizes first hand that public safety is more than responding to  
4 crime. Often, crime and safety can be attributed to underlying factors within the realms of human  
5 services and public health.

6 As part of an innovative new partnership with Ramsey County’s Crisis Unit (RCC), two full-time mental  
7 health and/or social workers from RCC will be placed into RPD. The two social workers will  
8 complement our newly implemented Community Action Team (CAT) in providing a proactive approach  
9 to assisting community members with mental health crises while helping individuals and their families  
10 navigate the healthcare system through crisis support, referrals, and education services.

11 The RCC worker’s role will be to provide short-term case management for community members in need  
12 of mental health support, as identified by RCC, RPD, and CAT, that stabilizes and connects those  
13 individuals with specialty services. RCC social workers will respond to crisis phone calls, providing  
14 screening, supportive phone counseling, information and referral to community providers, building upon  
15 partnerships with area non-profit social service agencies including Northeast Youth and Family Services  
16 (NYFS) to expand follow-up mental health resources offered to individuals and families in crisis.

17 They also will provide face to face outreach, assessment, and intervention in the community. When  
18 requested by dispatch or officers, the social workers will provide case consultation and follow up  
19 response involving a person with mental or chemical health issues, co-responding with police officers as  
20 appropriate.

21 RPD and RCC will be able to serve citizens in crises most effectively and evaluate the Program’s  
22 effectiveness if both agencies are able to share certain data. In collaboration with the CAT, the embedded  
23 social workers will review police reports, and develop a stabilization plan to address crisis needs and  
24 connect individuals and families to services. They would be available to assist individuals with brief  
25 counseling, mental health case management and accessing chemical health services.

26 RPD will enter into a Joint Powers Agreement (JPA) with RCC for the purpose of embedding two mental  
27 health and/or social workers. The City Attorney has approved the JPA.

28 The Roseville Police Department is committed to Community Oriented Policing. We strive to establish  
29 connections with all community members and rely on positive relationships to solve problems in  
30 Roseville. Community partnerships are vital in keeping Roseville a safe community.

31  
32 **POLICY OBJECTIVE**

33 Upon approval from the Council to authorize entering into a Joint Powers Agreement with Ramsey  
34 County, the agreed upon Ramsey County Embedded Social Workers Partnership activities outlined in the  
35 attached JPA will commence.

36 **FINANCIAL IMPACTS**

37 The City of Roseville will use up to \$375,000 in American Rescue Plan Act (ARPA) funds to  
38 reimburse Ramsey County for the services of one (1) full-time mental health and/or social worker  
39 from RCC placed into RPD for the duration of three years. The annual costs of the worker's salary  
40 and benefits will not exceed \$125,000.00 in any given year.

41

42 **STAFF RECOMMENDATION**

43 The police department is recommending approval from Council to authorize entering into a JPA with  
44 Ramsey County, commencing Ramsey County Embedded Social Workers Partnership activities, agreeing  
45 to reimburse Ramsey County for the services of one (1) full-time mental health and/or social worker from  
46 the Ramsey County Crisis unit placed into the Roseville Police Department for a period of three years.

47 **REQUESTED COUNCIL ACTION**

48 Adopt the JPA authorizing the Roseville Police Department to enter into an agreement with the Ramsey  
49 County Crisis unit, commencing Ramsey County Embedded Social Workers Partnership activities for a  
50 period of three years.

51 Prepared by: Erika Scheider, Chief of Police

52 Attachment: Ramsey County Embedded Social Workers Partnership Joint Powers Agreement (JPA)

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54

## JOINT POWERS AGREEMENT

This Agreement is made between Ramsey County, a political subdivision of the State of Minnesota, through its Ramsey County Crisis Unit, 402 University Ave, St. Paul, MN 55130 (hereinafter “COUNTY”), and the City of Roseville, a municipal corporation under the laws of the State of Minnesota, through its Police Department, 2660 Civic Center Drive, Roseville MN 55113 (hereinafter “CITY”).

WHEREAS, the Roseville Police Department (“RPD”) is the CITY department primarily responsible for responding to and investigating reports of crime in the City of Roseville; AND

WHEREAS, the RPD is the CITY department primarily responsible for responding to mental health and crisis related calls for service in the City of Roseville; AND

WHEREAS, the RPD has formed the Community Action Team (“CAT”) to provide a proactive approach committed to assisting residents with mental health crises while helping individuals and their families navigate the healthcare system; AND

WHEREAS, Ramsey County Crisis Unit (“RCC”) provides crisis support, referrals, and education services to individuals and families experiencing mental health crisis; AND

WHEREAS, the RPD wishes to commence a Program, wherein two (2) full-time mental health and/or social workers from RCC will be placed into RPD;

WHEREAS, the RCC worker’s role in the Program will be to provide short-term case management for residents in need of mental health support, as identified by COUNTY, RPD, and CAT, that stabilizes and connects those residents with specialty services; AND

WHEREAS, the Parties will be able to serve citizens in crises most effectively and evaluate the Program’s effectiveness if RPD and RCC are able to share certain data.

NOW THEREFORE, the undersigned governmental units enter into this Joint Powers Agreement (“Agreement”) for the purpose of setting forth the terms and conditions whereby RPD and RCC will imbed a mental health and/or social worker and exchange data during the course of the Program.

### **1. CITY RESPONSIBILITIES**

- 1.1. CITY agrees to share pertinent information with RCC that may support individual and community health and wellness.
- 1.2. CITY agrees to allow RCC research analyst or data collecting equivalent access to necessary records to collect necessary data related to evaluating program effectiveness.

- 1.3. CITY agrees to make information needed for program evaluation available to RCC on a monthly basis.
- 1.4. As provided in Section 7 of this Agreement, CITY will be responsible for reimbursing the COUNTY for the services of one (1) full-time mental health and/or social worker from RCC placed into RPD for the duration of this Agreement.

**2. COUNTY RESPONSIBILITIES**

- 2.1. COUNTY agrees to make available two (2) full-time RCC mental health and/or social workers to coordinate with RPD.
- 2.2. For the purpose of illustration, not meant to be exhaustive, RCC mental health and/or social workers' duties and responsibilities will include the following: responding to crisis phone calls; providing screening, supportive phone counseling, information, and referrals to appropriate community providers; performing face-to-face assessment, triage, and referral into crisis psychiatry and stabilization services; developing a stabilization plan to address crisis needs and to connect individuals and families to services.
- 2.3. COUNTY agrees to allow RPD research analyst or data collecting equivalent access to necessary records to collect necessary data related to evaluating program effectiveness.
- 2.4. COUNTY agrees to make information needed for program evaluation available to RPD on a monthly basis.
- 2.5. COUNTY agrees to share pertinent authorized information to RPD according to state and federal healthcare laws.

**3. DATA PRACTICES**

- 3.1. All data collected, created, received, maintained or disseminated for any purpose in connection with this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGPDPA") any other applicable state statutes, and state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.
- 3.2. CITY designates Erika Scheider as its Responsible Designee, pursuant to section 13.02 subdivision 6, of the MGDPA as the individual responsible for any set of data collected to be maintained by the CITY in the execution of this Agreement.
- 3.3. CITY shall take all reasonable measures to secure the computers or any other storage devices in which COUNTY data is contained or which are used to access COUNTY data in the course of providing services under this Agreement. Access to COUNTY data shall be limited to those persons with a need to know for the execution and evaluation of the Program. Except where client services or

construction are provided, at the end of the Program all COUNTY data will be purged from CITY's computers and storage devices used for the Program and CITY shall give the COUNTY written verification that the data has been purged upon request. CITY will extend the protections of this Agreement to the protected information that cannot be purged. CITY will refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as CITY maintains the information.

#### **4. SECURITY**

- 4.1. CITY shall report to COUNTY any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the MGDPA and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the COUNTY not more than seven (7) days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as COUNTY may reasonably request. CITY is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.
- 4.2. CITY must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

#### **5. HIPAA COMPLIANCE**

- 5.1. CITY agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. CITY also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the United States Secretary of Health and Human Services.

- 5.2. Because the Program's services and operations will involve the disclosure of Protected Health Information ("PHI") by COUNTY, or the creation, use or disclosure of PHI by CITY on behalf of COUNTY, COUNTY (Covered Entity) is required to enter into a separate Business Associate Agreement ("BA Agreement") with CITY (Business Associate). The BA Agreement ensures that CITY's performance under this Agreement (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, CITY agrees to the terms and conditions of the BA Agreement, attached hereto and incorporated herein by reference as Exhibit 1, and the parties further agree that the execution of this contract also constitutes execution of the BA Agreement.

**6. COMPLIANCE WITH DRUG ABUSE PREVENTION, TREATMENT, AND REHABILITATION ACT**

- 6.1. CITY agrees to comply with the requirements and restrictions of the Drug Abuse Prevention, Treatment and Rehabilitation Act, codified at 42 USC 290dd-3, 42 USC290ee-3 and 42 CFR Part 2.
- 6.2. If CITY and its services under this Agreement also meet the definition of a Qualified Service Organization under 42 CFR Part 2, CITY agrees to terms and conditions of the Qualified Service Organization Agreement ("QSOA") attached hereto and incorporated herein by reference as Exhibit 2, and the Parties further agree that the execution of this contract also constitutes execution of the QSOA.

**7. COSTS AND PAYMENTS**

- 7.1. That in consideration for COUNTY's performance of this Agreement, CITY agrees to reimburse the COUNTY for the services of one (1) full-time mental health and/or social worker from RCC placed into RPD for the duration of three years. A full-time worker is typically scheduled for forty (40) hours of work per week.
- 7.2. The annual amount responsible by CITY will not exceed the worker's annual salary and benefits (including but not limited to employee health insurance). The annual costs of the worker's salary and benefits may increase each year, but will not exceed \$125,000.00 in any given year.
- 7.3. COUNTY will submit an invoice to CITY within fifteen (15) days of a quarter end for RCC mental health and/or social worker's salary and benefits. CITY will make the payment to COUNTY within thirty-five (35) calendar days after the date of receipt of the invoice and verification of the charges. The Parties may amend the costs and payments provision of this Agreement, pursuant to Section 10, to include a payment schedule that memorializes, including but not limited to, employee salary rates and benefits, invoicing and payment procedures.

Payments to the COUNTY can be mailed to:

Accounts Receivable  
Ramsey County Health and Wellness Administrative Division  
Suite 9200  
160 East Kellogg Boulevard  
St. Paul, MN 55101

- 7.4. For all other costs incurred for the operation of this Program (including exchange of data under this Agreement), COUNTY and CITY each agree to bear their own such expenses and that no payment is required by either COUNTY or CITY to the other Party.
- 7.5. The Parties may submit questions regarding the compensation process to the following:

RAMSEY COUNTY:  
Crisis and Stabilization Manager  
402 University Ave  
St. Paul, MN 55103

CITY OF ROSEVILLE:  
Roseville Police Department  
Chief Erika Scheider  
2660 Civic Center Drive  
Roseville, MN 5113

**8. ACCESS TO DOCUMENTS**

Until the expiration of six (6) years after this Agreement terminates, CITY shall make available to COUNTY, the State Auditor or COUNTY's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of CITY relating to this Agreement.

**9. LIABILITY**

Each Party will be responsible for its own acts or omissions under the terms of this Agreement and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of the other party and the results thereof.

**10. CHANGES OR AMENDMENTS TO THE AGREEMENT**

Any changes or amendments to this Agreement must be in writing and signed by the parties hereto, after all appropriate and necessary authority has been acquired by each such party.

**11. TERM OF AGREEMENT**

This Agreement will become effective on the date executed by both Parties (“Effective Date”) and will remain in effect for three (3) years from the Effective Date of this Agreement, subject to the right of either Party to terminate as set forth in Section 12.

**12. TERMINATION**

12.1. FOR CAUSE. In the event that CITY fails to comply with the terms of this Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, COUNTY may terminate this Agreement. In the event that COUNTY exercises its right to terminate this Agreement for cause, COUNTY shall submit written notice to the CITY specifying the reasons for termination and the date upon which the termination becomes effective.

12.2. WITHOUT CAUSE. This Agreement may be terminated by either Party without cause, on thirty (30) days written notice to the other Party.

12.3. OTHER EVENTS. In the event that COUNTY’s authority to provide the services contemplated in this Agreement is modified or repealed, this Agreement immediately terminates.

**13. NOTICES**

Except as otherwise stated in this Agreement, all notices or demand to be given under this Agreement, or any statute, rule, regulation or ordinance must be in writing, and shall be sent via registered or certified mail. Notices or other communications shall be sent to the following addresses:

RAMSEY COUNTY:  
Sophia Thompson, Social Service Adult Mental Health Division Director  
160 E Kellogg Ave, Suite 8300  
St. Paul, MN 55101  
[Sophia.Thompson@Co.Ramsey.MN.US](mailto:Sophia.Thompson@Co.Ramsey.MN.US); 651 266 4515

CITY OF ROSEVILLE:  
Chief Erika Scheider, Chief of Police  
2660 Civic Center Drive  
Roseville, MN 55113  
[Erika.Scheider@cityofroseville.com](mailto:Erika.Scheider@cityofroseville.com); 651-792-7213

**14. EQUAL EMPLOYMENT OPPORTUNITY**

Each Party agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of

race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability or age. When required by law and requested by the other Party, each Party shall furnish a written affirmative action plan to the other Party.

**15. INTERPRETATION OF AGREEMENT**

- 15.1. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.
- 15.2. The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering will not affect the validity and enforceability of the remainder of this Agreement.
- 15.3. The written Agreement, including all attachments and exhibits, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the COUNTY and the CITY to waive or alter any of the provisions of this Agreement shall be valid unless reduced in writing, consistent with the terms of Section 10 of this Agreement (“Changes or Amendments to Agreement”).

*[Rest of the page intentionally left blank, with signature page following]*

WHEREFORE, this Agreement is duly executed on the last date written below.

**RAMSEY COUNTY**

**CITY OF ROSEVILLE**

\_\_\_\_\_  
Toni Carter, Chair  
Ramsey County Board of Commissioners

\_\_\_\_\_  
Daniel Roe, Mayor  
City of Roseville

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Janet M. Guthrie, Chief Clerk  
Ramsey County Board of Commissioners

\_\_\_\_\_  
Patrick Trudgeon, City Manager  
City of Roseville

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and insurance:

Approved as to form and insurance:

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_