

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352-003	PO Number
EIOR Number 262408	Originator Name Vicki Berg	Division Behavioral Health Division	

**SFY 2023 ANNUAL PLAN AGREEMENT  
T# 23A55/ Contract Number 212332  
STATE OF MINNESOTA, DEPARTMENT OF HUMAN SERVICES**

**A. VENDOR INFORMATION**

1. Legal Name: Grand Rapids Police Department
2. Address: 420 N Pokegama Ave Grand Rapids, MN 55744
3. E-Mail Address: tdirkes@grandrapidsmn.gov
4. Phone: 218-326-3463

**B. AGREEMENT INFORMATION**

1. Dates of Service **March 13, 2023 to June 30, 2023**  
(SFY23 ends June 30, 2023)
2. Compensation: \$ 1,050 = 21 checks@ \$50 per compliance check
3. Expenses\*: \$ 0
4. Total to Encumber: \$ 1,050

(\*See <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp> for allowable rates)

This Annual Plan Agreement (“Agreement”) is between the State of Minnesota, acting through its Department of Human Services, **Behavioral Health Division**, (“STATE”), and **Grand Rapids Police Department , 420 N Pokegama Ave Grand Rapids, MN 55744**, an independent contractor, and not an employee of the State of Minnesota (“VENDOR”).

By signing the Agreement, VENDOR agrees to perform the following work under the terms and conditions listed below:

- 1. Terms of Agreement.** The effective date of the Agreement is **March 13, 2023**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2,

The expiration date of this Agreement is **June 30, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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**2. Vendor’s Duties.**

**A.** VENDOR, which is not a State employee, agrees to perform the following work and services under the terms and conditions listed below: Vendor, who is the participating Sheriff, Police or Public Health Department, will conduct educational tobacco compliance checks with the approved number of retailers. All compliance checks will be conducted in compliance with MN Statute 461.12 subd 5. The educational tobacco compliance checks do NOT fulfill the requirements of MN Statute 461.12 subd 5 that a licensing authority shall conduct unannounced compliance checks at least once each calendar year because these checks are educational based and do NOT include a penalty.

**B.** Vendor Will:

1. Complete **twenty-one (21)** educational tobacco compliance checks by June 30, 2023. (no exceptions). Compliance checks will be reimbursed at \$50 per check.
2. Ensure that no penalty is levied on the clerk or the business owner from the county or city as a result of these educational tobacco compliance checks.
3. Provide clerks who fail the educational tobacco compliance check an educational publication which will be reviewed with them by the individual who conducted the compliance check.
4. Provide clerks who pass the educational tobacco compliance check a certificate of appreciation signed by the organization conducting the checks.
5. Provide the owner of the establishment a publication including the date the check was conducted and the results of the inspection (pass or fail).
6. Complete a short survey online and email the completed vendor invoice form to vicki.berg@state.mn.us for payment by **July 07, 2023**.

**3. Scope of Agreement. VENDOR must not perform any work under this Agreement until STATE has signed this document and STATE’s Authorized Representative notifies VENDOR to begin work.**

**4. Conditions of Payment.** All services that VENDOR provides pursuant to this Agreement must be performed to STATE’s satisfaction, as STATE determines in its sole discretion. STATE will not pay VENDOR for any work that STATE considers unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule, regulation, or policy. Under Minnesota Statutes, section 16C.08, subdivision 2(10), STATE will not pay more than 90 percent (90%) of the amount due under this Agreement until STATE’s agency head reviews and approves the final product that VENDOR delivers under this Agreement. Accordingly, the STATE will withhold ten percent (10%) of the total obligation amount in the manner checked below.

- Withholding ten percent (10%) of the total amount of each invoice submitted by VENDOR for payment.

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- Withholding payment on invoices at the beginning of the Agreement until the withheld amount equals ten percent (10%) of the total obligation amount.
- Paying in full invoice amounts equal to ninety percent (90%) of the total obligation, and then withholding the remaining ten percent (10%).

**5. Consideration and Terms of Payment.** STATE will pay for all services that VENDOR performs under this Agreement as follows:

- A. Invoices.** STATE will pay VENDOR promptly after VENDOR’s presentation of invoices for services performed if STATE’s Authorized Representative accepts the invoices and services as satisfactory.
- B. Compensation.** STATE will pay VENDOR for services satisfactorily performed (as stated in section 3) according to the rate and expense amount specified on Page 1 of this Agreement.
- C. Travel and Subsistence Expense.** STATE will reimburse VENDOR for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated by reference.<sup>1</sup> STATE will not reimburse VENDOR for travel and subsistence expense incurred outside the State of Minnesota unless STATE has given VENDOR prior written approval for such out-of-State travel. Minnesota will be considered the home state for determining whether travel is out of state.
- D. Withholding.** STATE will deduct and withhold compensation payable under this Agreement that is subject to withholding under state or federal law.
- E. Total Obligation.** The total obligation of STATE for all compensation and reimbursements to VENDOR shall not exceed **one thousand and fifty dollars (\$1,050)**.
- F. Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by STATE to VENDOR. In the event of such termination, VENDOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. STATE has determined that VENDOR is a “contractor” pursuant to 2 C.F.R section 200.331.

**6. Termination.** STATE or the Commissioner of the State Department of Administration may terminate this Agreement at any time, with or without cause, after providing 30 days’ written notice of the termination to VENDOR. In the event of such a termination, VENDOR will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.

**7. Authorized Representatives and Responsible Authority.**

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<sup>1</sup> <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

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- A. State.** STATE'S authorized representative is **Vicki Berg, Behavioral Health Division, vicki.berg@state.mn.us** or successor, who has the responsibility to monitor VENDOR'S performance and the authority to accept the services provided under this contract. If the services are satisfactory, STATE'S Authorized Representative will certify acceptance on each invoice submitted for payment.
- B. Vendor.** VENDOR'S Authorized Representative is **Officer Tim Dirkes, tdirkes@grandrapidsmn.gov,** or successor. If the VENDOR'S Authorized Representative changes at any time during this contract, VENDOR must immediately notify STATE.
- 8. Indemnification.** In the performance of this Agreement by VENDOR (which for the purposes of this clause is defined to include VENDOR'S agents and employees), VENDOR must indemnify, save, and hold harmless STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by STATE, to the extent caused by VENDOR'S:
- A.** Intentional, willful, or negligent acts or omissions
  - B.** Actions that give rise to strict liability, or
  - C.** Breach of contract or breach of warranty
- The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of STATE'S sole negligence. This clause will not be construed to bar any legal remedies VENDOR may have for STATE'S failure to fulfill its obligation under this Agreement.
- 9. State Audit.** Under Minnesota Statutes, 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of VENDOR and its employees, agents, subcontractors, or representatives, relevant to this Agreement must be made available and subject to examination by STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor, for a minimum of six years from the end date of this agreement.
- 10. Information Privacy and Security.**
- A.** It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Data Practices Act"), as "not public data" on individuals to VENDOR under this Agreement. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.
  - B.** It is expressly agreed that VENDOR will not create, receive, maintain, or transmit "protected health information," as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. § 160 or 164. Accordingly, VENDOR is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this Agreement. Therefore, VENDOR is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If VENDOR has responsibilities to comply with the Data

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Practices Act or HIPAA for reasons other than this Agreement, VENDOR will be responsible for its own compliance.

- C. Notwithstanding paragraphs A and B, in its capacity as VENDOR under this Agreement, VENDOR must comply with the provisions of the Data Practices Act as if it were a governmental entity as defined by the Data Practices Act, to the extent that VENDOR will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11. Any data created, collected, received, stored, used, maintained or disseminated by VENDOR in performing its duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, Chapter 13, by either VENDOR or STATE.
  - D. If VENDOR receives a request to release data created, collected, received, stored, used, maintained or disseminated by VENDOR in performing its duties under this Agreement, VENDOR must immediately notify and consult with STATE’s Authorized Representative as to how VENDOR should respond to the request.
  - E. Under this Agreement, VENDOR will be performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by VENDOR in performing its duties under this Agreement.
- 11. Intellectual Property Rights.** Except in the case of intellectual property rights previously acquired by VENDOR, STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the *Works created and paid for under this Agreement*. The Works will be the exclusive property of STATE and VENDOR must immediately return all such Works to STATE upon completion or cancellation of this Agreement. “Works,” means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by VENDOR, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. “Works,” includes “Documents.” “Documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, that VENDOR, its employees, agents, or subcontractors, prepares in the performance of this Agreement.
- 12. Data Disclosure.** Under Minn. Stat. § 270B.09, Minn. Stat. § 270C.66, and other applicable law, VENDOR consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to STATE, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring VENDOR to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. STATE will not approve this Agreement unless VENDOR provides these numbers.

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- 13. Governing Law, Jurisdiction and Venue.** This Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. Survival of Terms.** The following clauses survive cancellation of this Agreement: 8. Indemnification; 9. State Audit; 10. Information Privacy and Security; 11. Intellectual Property Rights, and; 13. Governing Law, Jurisdiction and Venue.
- 15. Prohibition on Weapons.** VENDOR agrees that none of its employees or agents will carry or possess a weapon wherever and whenever they perform services within the scope of this Agreement, including in their personal vehicles when they are using the vehicles to perform work under this Agreement. Any violations of this policy by VENDOR or VENDOR's employees may be grounds for immediate suspension or termination of the agreement. **Currently Licensed Peace Officers are exempt from clause 15. If Police or Sheriff Departments utilize officers who carry or possess weapons, as defined in Minnesota Statutes, section 626.05, subdivision 2, for performing services within the scope of this agreement, then these Departments shall utilize only its active and currently licensed peace officers.**
- 16. Criminal Background Check Required.** Before it begins any work under this Agreement, VENDOR and employees of VENDOR working on site at STATE's Central Office and accessing "not-public" data or protected health information as referenced in Section 10 of this Agreement, "Information Privacy and Security," or having direct contact with STATE's program beneficiaries, must submit to or provide evidence of a computerized criminal history system background check (hereinafter "CCH Background Check") performed within the last 12 months. "CCH Background Check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.
- 17. Assignment.** VENDOR may neither assign nor transfer any rights or obligations under this Agreement without STATE's prior written consent and a fully executed Assignment Agreement, approved by the same parties who executed and approved this Agreement, including authorized representatives.
- 18. Amendments.** Any amendment to this Agreement must be written and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, including authorized representatives.
- 19. Waiver.** If STATE fails to enforce any provision of this Agreement, that failure does not waive the provision or STATE'S right to enforce it.
- 20. Severability.** If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- 21. Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions.** VENDOR Certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of

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its departments, commissions, agencies, or political subdivisions. VENDOR's certification is a material representation upon which the contract award was based. VENDOR shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

- 22. Entire Agreement.** This Agreement contains all negotiations and agreements between STATE and VENDOR. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**SIGNATURE PAGE FOLLOWS.**

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

By: \_\_\_\_\_

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

Purchase Order No: \_\_\_\_\_

3. STATE AGENCY

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

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

2. VENDOR

*Vendor certifies it is not a State employee, and is an independent contractor. Signatory certifies that VENDOR'S articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the VENDOR to the terms of this Agreement. VENDOR and Signatory agree that the State Agency relies on the Signatory's certification herein.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Distribution (fully executed contract to each):  
Contracts & Legal Compliance Division  
Vendor  
Agency