

AMENDMENT COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Education (MDE)

Name of Governmental Unit: Duluth Public School District #709

Current Contract Term: January 18, 2022 to September 29, 2026

Project Identification: SWIFT contract #205996, Joint Powers Agreement for Project AWARE

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the contract? Complete appropriate box(es) for the amendment submitted.

1. **Amendment to the Expiration Date of the contract**

- a. Proposed New Expiration Date:
- b. Why is it necessary to amend the Expiration Date?

2. **Amend Duties and Cost** **Amend Duties Only**

- a. Describe the amendment: Unspent funds from Year 1 (in the amount of \$174,648.33) plus an additional \$5,351.67 is being added to be used through September 29, 2023 to add Restorative Practices training opportunities, increase consultation support for implementation of CBITS and Bounce Back, and to further the implementation of district-wide Social Emotional Learning (SEL) curriculum and community mental health awareness events.
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

\$1,860,000.00 (original Joint Powers Agreement total)

+\$5,351.67 (amendment #1 increase)

\$1,865,351.67 (new Joint Powers Agreement grand total)

3. Amendment to change other terms and conditions of the contract:

- a. Describe the changes that are being made: The MDE office has changed locations so the address is being updated. HR/LR Policy #1446 was rescinded May 24, 2022 so clause #12 is being removed from this Agreement. The subsequent clauses after clause 12 are being renumbered.

Amendment #1 to SWIFT Joint Powers Agreement No. 205996

Agreement Start Date:	January 18, 2022	Total Agreement Amount:	\$1,865,351.67
Original Agreement Expiration Date:	Sept. 29, 2026	Original Agreement:	\$1,860,000.00
Current Agreement Expiration Date:	Sept. 29, 2026	Previous Amendment(s) Total:	\$0.00
Requested Agreement Expiration Date:		This Amendment:	\$5,351.67

This first amendment is by and between the State of Minnesota, acting through its Commissioner of Department of Education (“State” or “MDE”) and Duluth Public School District #709 whose designated business address is 215 North 1st Avenue East, Duluth, MN 55802 (“Governmental Unit”). State and Governmental Unit may be referred to jointly as “Parties.”

Recitals

1. The State has a Joint Powers Agreement (“Agreement”) with the Governmental Unit identified as SWIFT Contract Number 205996 (“Original Contract”) to implement comprehensive mental health services within Duluth Public School District #709 area for the Project AWARE federally funded project.
2. Amendment #1 is being done to add additional funds to existing tasks outlined in this Agreement to add Restorative Practices training opportunities, increase consultation support for implementation of CBITS and Bounce Back, and to further the implementation of district-wide SEL curriculum and community mental health awareness events. The MDE office has moved location so the address is being updated. HR/LR Policy #1446 under clause 12 was rescinded May 24, 2022 so that clause is being removed. The subsequent clauses are being renumbered after clause 12. This additional funding and the unused funding from Agreement Year 1 must be used by September 29, 2023.
3. The State and the Governmental Unit are willing to amend the Original Agreement as stated below.

Joint Powers Agreement Amendment #1

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 2 “**Agreement between the Parties**” is amended as follows:

2. Agreement between the Parties

2.1 Increase capacity of Duluth Public School District to implement comprehensive school mental health systems by completing the below tasks:

- a. By March 2022, train-the-trainer cadres will be developed for Youth Mental Health First Aid (YMHFA) and by November 2024 for Sources of Strength (SOS).
- b. By March of 2022, two key district staff from this school district will be trained on Cognitive Behavior Interventions for Trauma in Schools (CBITS) and Bounce Back (BB).
- c. By September 2022, all school staff in this school district will receive training on trauma informed schools and adverse childhood experiences (ACES).
- d. By September 2023, student supports teams in this school district will be trained on CBITS and BB.
- e. By September 2024, all school staff in this school district will receive training in the school mental health referrals pathways protocol.

- f. By August 2026, this school district will have established infrastructure and practices in place for Medicaid billing for mental health services to improve policy, practices, and sustainability for Comprehensive School Mental Health (CSMH) Systems across the Duluth district.

2.2 Increase access to quality, sustainable, culturally responsive and developmentally appropriate school-based mental health services and supports by completing the below tasks:

- a. By the end of February 2022, this school district will participate in the School Health Assessment Performance and Evaluation (SHAPE) system.
 - i. By the end of February 2022 this school district will complete the School Mental Health Quality Assessment, and will repeat twice annually, during October/November and then again in March/April, for the duration of the Agreement.
 - ii. This school district will complete three monthly Plan-Do-Study-Act (PDSA) cycles by May 2022, and will continue at a regular ~~monthly~~ quarterly intervals from September to May for the duration of the Agreement.
- b. By August 2023, this school district will work with MDE Project AWARE staff and district stakeholders to create and define the Interconnected Systems Framework (ISF) for their district.
- c. By October 2023, CBITS and BB will be utilized as tier 2 or tier 3 interventions for students who have been exposed to trauma.

2.3 Increase outreach and engagement with school-aged youth and their families to promote mental health awareness across their district by completing the below tasks:

- a. By March 2022, this school district will have a Project AWARE Advisory Group in place. This advisory group should be comprised of district and school staff, students, and family members.
- b. By May 2023, this school district will host two community-wide mental health awareness events.
- c. By August 2023, this school district will have the capacity to conduct inclusive family engagement on CSMH.
- d. By October 2024, MN Project AWARE staff from this school district will train a student group on Kognito's Friend2Friend.
- d.e. By October 2025, MN Project AWARE staff from this school district will train a student group on the YMHA Teen Mental Health First Aid (tMHFA) and/or SOS peer-to-peer programs.

2.4 This school district will provide quarterly updates on evaluation activities including quarterly reporting of data, or as specifically requested by MDE staff, on Project AWARE activities. Each calendar year the quarter timeline will be: Quarter One is from ~~October 1~~ September 30 to December 31 with reports due no later than January 15; Quarter Two is from January 1 to March 31 with reports due no later than April 15; Quarter Three is from April 1 to June 30 with reports due no later than July 15; and Quarter Four is from July 1 to September ~~30~~ 29 with reports due no later than Oct 15. Data reports will include:

- a. Substance Abuse and Mental Health Services Administration (SAMHSA) IPP (Infrastructure Development, Prevention, and Mental Health Promotion) indicators. These specific data points to include:
 - Workforce Development Training (number of individuals in the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
 - Training (number of individuals outside of the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
 - Partnership/Collaboration (number of MOU's/MOA's with outside entities entered into through the federal grant)
 - Policy Development (number of policy changes completed as a result of the federal grant)
 - Referral (number of students referred for mental health and/or related services)
 - Access (the number and percentage of students receiving mental health or related services after referral)

- Knowledge/Attitudes/Beliefs (number and percentage of individuals who have demonstrated improvement in knowledge, attitudes, or beliefs related to prevention and/or mental health promotion)
- b. SAMHSA National Outcomes Measures (NOMs) indicators
- c. ~~Government Performance Results Act (GPRA) interviews with students directly served by Project AWARE, to be conducted at intake, every 6 months during service duration, and at discharge.~~
- d. Narrative description of successes achieved and difficulties encountered
- e. Pre and post-training surveys
- f. SHAPE results

2.5 By September 29, 2023, this school district will utilize the additional funding and the unused funding from Agreement Year 1 provided by Amendment #1, once executed, to do the following tasks:

- a. Provide Restorative Practices trainings and resources for staff.
- b. Facilitate additional school and community mental health awareness events.
- c. Provide consultants for clinical support of implementation of CBITS and Bounce Back.
- d. Purchase supplies and trainings to further the implementation of district-wide Social Emotional Learning (SEL) curriculum.

REVISION 2. Clause 3 “Payment” is amended as follows:

3. Payment

The State will pay for performance by the Governmental Unit under this Agreement as follows:

3.1 Compensation. The Governmental Unit will be paid following acceptance of the deliverables described in this Agreement for conducting the services under clause 2 in accordance with the budget in Exhibit A-1 that is attached and incorporated into this Agreement.

3.1.1 Supporting documentation, which includes but is not limited to supply receipts, are retained by the Agreement recipient for auditing purposes. All supporting documentation must be kept by the Agreement recipient for the full duration of this Agreement plus a minimum of six additional years per state and federal audit retention requirements.

3.2 The total obligation of the State under this Agreement will not exceed ~~\$1,860,000.00~~ \$1,865,351.67.

3.3 Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices ~~must~~ should be submitted timely and according to the following schedule:

Quarterly invoices should be submitted following the same reporting timeline as listed under clause 2.4.

The invoices should be submitted directly to the [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us) for processing. The preferred method of obtaining an invoice from a Governmental Unit is by email. The subject line of the email with the invoice attached should contain the MDE's Authorized Representative's name and Agreement number.

The invoice should include the following information:

- MDE's Authorized Representative's name;

- The SWIFT Agreement number;
- Dates of service; and
- A description of services performed.

Should an invoice need to be submitted via U.S. Mail, please use the following address:

Minnesota Department of Education
Attn: Accounts Payable Department
~~1500 Highway 36 West~~ 400 NE Stinson Blvd.
~~Roseville, MN 55113-4266~~ Minneapolis, MN 55413

REVISION 3. Clause 4 “Authorized Representatives” is amended as follows:

4. Authorized Representatives

The State’s Authorized Representative is Brienne LaHaye, Project AWARE Coordinator, ~~1500 Highway 36 West, Roseville, MN 55113~~ 400 NE Stinson Blvd., Minneapolis, MN 55413, 651-582-8407, Brienne.LaHaye@state.mn.us, or her successor.

The Governmental Unit’s Authorized Representative is Callie Devriendt, Mental Health Coordinator, 215 North 1st Avenue East, Duluth, MN 55802, 218-336-8880, Callie.Devriendt@isd709.org, or her successor.

REVISION 4. Clause 12 “Vaccination/Testing Requirements” is removed from the Agreement as it was rescinded May 24, 2022:

~~12. Vaccination/Testing Requirements~~

~~12.1 **Applicability.** This section applies to Contractor’s employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public (“Covered Individuals”).~~

~~12.2 **Requirements.** In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.~~

~~12.3 **Compliance.** Contractor is responsible for the following:~~

~~12.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;~~

~~12.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;~~

~~12.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and~~

~~12.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 12.2 Requirements, above.~~

~~12.4 **Reporting.** Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.~~

REVISION 5. Clause 13 “Accessibility Standards” is amended as follows:**~~13.~~ 12. Accessibility Standards**

The Governmental Unit agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the [Minnesota IT Services website](https://mn.gov/mnit/about-mnit/accessibility/) (<https://mn.gov/mnit/about-mnit/accessibility/>). The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, the Governmental Unit agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Governmental Unit agrees to provide alternative solutions upon request at no additional charge to the State.

- a. For additional information on how to make your documents accessible please visit the following link [Accessible Electronic Documents / Minnesota IT Services \(mn.gov\)](https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/) (<https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/>).
- a-b. Contact the [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.
- b-c. For questions regarding the accessibility of software, websites or applications, contact [Kim Wee](mailto:kim.wee@state.mn.us) (kim.wee@state.mn.us).

REVISION 6. Clause 14 “Publications or Other Content Intended for Dissemination” is amended as follows:**~~14.~~ 13. Publications or Other Content Intended for Dissemination**

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned. If video does not have narration or conversation, audio descriptions must be used. Audio descriptions help users with visual disabilities perceive content that is presented only visually and are necessary for WCAG 2 Level AA conformance.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Governmental Unit must also provide the Word or PowerPoint file.
- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

REVISION 7. Clause 15 “Plain Language” is amended as follows:

~~15.~~ 14. Plain Language

The Governmental Unit must provide all deliverables in “Plain Language.” Executive Order ~~14-07~~ 19-29 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order ~~14-07~~ 19-29, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, ~~Contractor~~ the Governmental Unit will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and,
- d. Clearly state directions and deadlines to the audience.

REVISION 8. Clause 16 “Force Majeure” is amended as follows:

~~16.~~ 15. Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.


The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

Signature page to follow

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Jennifer Fleckner

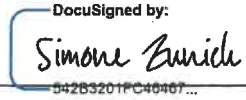
Signature:  DocuSigned by: Jennifer Fleckner
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Title: SPA- Principal Date: 3/29/2023

SWIFT Contract No. 205996

2. Governmental Unit

Print Name: Simone Zunich

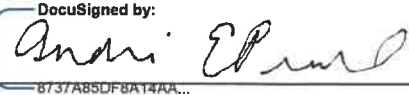
Signature:  DocuSigned by: Simone Zunich
542B9201FC40407...

Title: Exec. Dir. of Finance and Business Services Date: 3/29/2023

3. Minnesota Department of Education

With delegated authority

Print Name: Andre Prah1

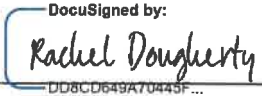
Signature:  DocuSigned by: Andre Prah1
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Title: Agency Finance Director Date: 3/31/2023

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: Rachel Dougherty

Signature:  DocuSigned by: Rachel Dougherty
DD8CD649A70445F...

Title: Contracts Manager Date: 4/6/2023

Admin ID: 74804

Signature page to amendment #1 for Agreement #205996



Exhibit A-1 - Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District #709

Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District

	Amount for Year 1 (1/18/22 – 9/29/22)	Yearly Amount for Year 2 (9/30/22 – 9/29/23)	Yearly Amount for Years 3 through 4	Yearly Amount for Year 5	Total Amount
110-299: Salary and benefits <ul style="list-style-type: none"> 1.0 FTE Project AWARE Coordinator 1.0 SEL Interventionist Misc. salary payments (sub pay for teachers to attend trainings, additional support staffing hours over summer, etc.) 	\$233,500 <u>\$128,913.69</u>	\$258,000 <u>\$344,751</u>	\$258,000 <u>\$307,000</u>	\$265,840 <u>\$312,000</u>	\$1,273,340 <u>\$1,399,664.69</u>
366-389: Professional development <ul style="list-style-type: none"> National School Mental Health Conference State School Mental Health Conference Other conference/training attendance 	\$20,000 <u>\$8,357.50</u>	\$1,500 <u>\$45,125</u>	\$1,500 <u>\$30,000</u>	\$1,000 <u>\$15,000</u>	\$25,500 <u>\$128,482.50</u>
303-304: Contracts <ul style="list-style-type: none"> Training contracts for evidence-based trainings named in the grant (CBITS/Bounce Back <u>trainings and consultation</u>, Youth Mental Health First Aid, <u>TMHFA</u>, PREPaRE, Sources of Strength, <u>Restorative Practices</u>, etc.) Funding to supplement DHS School Linked Mental Health Provider MOU's. Additional School Linked Mental Health Provider contracts. 	\$16,000 <u>\$18,612.12</u>	\$75,500 <u>\$42,300</u>	\$75,500 <u>\$12,000</u>	\$58,160 <u>\$12,000</u>	\$300,660 <u>\$96,912.12</u>

<p>430 & 490: Supplies and Food</p> <ul style="list-style-type: none"> • Social-Emotional Learning (SEL) Curriculum and supplies • PBIS supplies • Software for billing of school-based services • Youth Mental Health First Aid and tMHFA training participant materials • Student supplies for Tier 2 mental health interventions • Incentives for student and family participation in evaluation activities, as allowable by federal funding guidelines. • Food for families at family and community engagement events, as allowable by federal funding guidelines (\$3/person/event). 	<p>\$75,500</p> <p><u>\$34,027.03</u></p>	<p>\$10,000</p> <p><u>\$107,824</u></p>	<p>\$10,000</p> <p><u>\$11,000</u></p>	<p>\$5,000</p> <p><u>\$6,000</u></p>	<p>\$110,500</p> <p><u>\$169,851.03</u></p>
<p>895: Indirect</p>	<p>\$30,000</p> <p><u>\$10,441.33</u></p>	<p>\$30,000</p> <p><u>\$15,000</u></p>	<p>\$30,000</p> <p><u>\$15,000</u></p>	<p>\$30,000</p> <p><u>\$15,000</u></p>	<p>\$150,000</p> <p><u>\$70,441.33</u></p>
<p>TOTALS</p>	<p>Total Amount for Year 1 = \$375,000</p> <p><u>\$200,351.67</u></p>	<p>Total Amount for Year 2 = <u>\$555,000</u></p>	<p>Total Amount for Years 3 through 4 = <u>\$750,000</u></p>	<p>Year 5 Amount = \$360,000</p>	<p>Grand Total = \$1,860,000</p> <p><u>\$1,865,351.67</u></p>