

ADDENDUM TO PURCHASE AGREEMENT

This Addendum to the attached Purchase Agreement, contract #16858, made and entered into on the 1st day of January, 2020, by and between the St. Louis County Board of Commissioners (*Board*) and

CITY OF DULUTH WORKFORCE DEVELOPMENT (CDWD)

(*Provider*), hereby amends the attached Purchase of Service Agreement for

Employment Services

as indicated below. This Amendment shall be incorporated by reference and included as a part of the original Agreement between the parties.

1. Pages 2 and 3 are removed and replaced with the attached pages 2 and 3 to update the combined aggregate of all St. Louis County CY 2020 MFIP DWP contracts. Pages 23 and 24 are removed and replaced with the attached pages 23 and 24 to increase Provider budget by \$55,154. All other provisions of the original Contract, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, County and Provider agree to be bound by the provisions of this Agreement, said Agreement being effective from January 1, 2020 through December 31, 2020.

PROVIDER

COUNTY OF ST. LOUIS

Emily Larson
Mayor

Mike Jugovich
Board Chairperson

Date:_____

Date:_____

Chelsea Helmer
City Clerk

Linnea B. Mirsch
Public Health & Human Services Director

Date:_____

Date:_____

Josh Bailey
City Auditor

Nancy Nilsen
Auditor

Date:_____

Date:_____

Elena Foshay
Director, Workforce Development

Approved as to form and execution:

Date:_____

Benjamin M. Stromberg
Assistant County Attorney

Rebecca St. George
City Attorney

Date:_____

Date:_____

Federal Tax ID #41-6005105

GB/eb

PERSONNEL

1. The Provider will provide all personnel needed to perform services under this Agreement. The Provider will appoint a liaison person responsible for the overall administration of the project and communication with the County.
2. Purchased services shall be performed by staff who are professionally qualified in accordance with Provider's job descriptions and listings of professional qualifications.
3. Exhibit D, entitled Maxis Access, attached hereto and incorporated herein, has been added to the agreement in order to facilitate the DHS opening MAXIS inquiry access for a limited number of DWP and MFIP employment services (ES) providers. County contracts with community agencies providing ES services must include language that makes the agency part of the welfare system; addresses data privacy and HIPAA requirements; ensures computers have updated security; and covers training requirements.

COST AND DELIVERY OF PURCHASED SERVICES

4. Cost for covered services is as follows:
 - 7.1 County agrees to pay and Provider agrees to the terms during the period January 1, 2020 through December 31, 2020, subject to the conditions set forth in this Agreement. The contract maximum for all Providers taken together under this Agreement, of which this Provider is one, is **\$3,370,626.09** or actual allowable expenditures, whichever is less. Expenditures incurred by this Provider in rendering purchased services shall be **\$957,244.10** in Accordance with Provider's line item budget, attached hereto and incorporated herein as Exhibit E. County, in its sole discretion, may increase or decrease these budget allocations during the course of the Agreement. However, total expenses shall not exceed **\$3,370,626.09** for all Providers taken together.
 - 7.2 The maximum amount to be paid under this Agreement shall not exceed **\$957,244.10**.
5. Provider may bill and retain payments received from clients and/or their insurance companies for services provided under terms of this Agreement. However, payments under this Agreement may only be made for amounts not paid by insurance or any other funding source.
6. Services are provided at CDWD, 402 W. 1st St., Duluth, MN 55802.

ELIGIBILITY FOR SERVICES

7. Eligibility for purchased services shall be determined in accordance with procedures outlined in Exhibit A.

PAYMENT FOR SERVICES

8. Methods for billing and payment shall be made according to procedures outlined in Exhibit B, entitled PAYMENT AND REPORTING, attached hereto and incorporated herein.
12. Reimbursement for eligible expenses under this Agreement may be contingent upon County receipt and review of reporting requirements and other documentation County may request to substantiate Provider compliance with the Agreement. County's obligation to make payment hereunder is subject

to audit by County or its duly authorized designee and said audit shall be the final determination of County's payment obligation.

13. The Provider certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Provider further certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service, and if the services are being purchased from another public agency, the cost reasonably assignable to such service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
14. The Provider shall promptly reimburse to County any payments received in excess of required payments hereunder.
15. The County shall not be obligated to honor claims for nor shall Provider claim for any services furnished or costs incurred by Provider which are not specifically provided for hereunder or requested by County in writing during the term of this Agreement.
16. County and Provider agree that total Employment Services expenditures under this Agreement may not exceed the entire allocation of **\$957,244.10**. Notwithstanding the foregoing, in the event that other Employment and Training Providers for the same services do not expend their allocation under their respective Agreements with County, upon written notification to Provider, County may, in its sole discretion, increase Provider's allocation to an amount not to exceed **\$3,370,626.09** when combined with the allocations of the other Providers, which is the total allocation in State and Federal funds made by County for this purpose. County and Provider agree that maximum expenditure under this Agreement may not exceed such increased allocation as provided for above, upon written notification by County to Provider.

AUDIT, REPORTS, RECORDS, DISCLOSURES AND MONITORING PROCEDURES

17. The Provider shall keep complete books and records according to generally accepted accounting principles which shall fully document receipt and expenditures of the purchased services.
18. Provider shall keep such books and records as are required by the County to fulfill the County's reporting responsibilities to the State of Minnesota and the United States Government and shall submit statistical and social reports to the County upon request.
19. The Provider agrees that within 120 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm. After completion of the audit, a copy of the audit report must be kept on file and submitted to the County upon request.
20. The Provider shall retain books and records as required by paragraph 15 above for a period of six (6) years from the final date of the term of this Agreement and Provider shall make said books and records available for inspection or audit by County or County's duly authorized designee at reasonable hours. Said books and records shall be maintained at 402 W. 1st Street, Duluth, MN 55802.
21. The Provider shall allow personnel of the County, the Minnesota State Auditor, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, to access to and the right to examine, audit, excerpt, and transcribe

CY 2020 MFIP- DWP Budget Justification

Agency Name: City of Duluth Workforce Development		
Budget Period: 01/01/2020 through 12/31/2020		
Line Items	Estimated	Year End – Actual Cost
A) Direct Program		
1. Personnel (add rows as needed)		
Employment Technician (job counselors) – 6.0 FTE	\$576,603	\$
Director - FTE	\$	\$
Operations Manager - .23 FTE	\$30,375	\$
Information Technician - .54 FTE	\$43,451	\$
	\$	\$
2. Fringe Benefits – included in above (adjust as needed)		
Benefits	\$	\$
Payroll Taxes	\$	\$
Insurance	\$	\$
3. Overhead (adjust as needed)		
Space Rental and Utilities	\$43,805	\$
Printing and Advertising	\$	\$
Communications (copy/print)	\$577	\$
Travel/Training	\$2,000	\$
Supplies	\$5,600	\$
Equipment	\$55,154	\$
4. Contractual Services	\$	\$
5. Participant Work Experience	\$10,500	
Direct Program	\$768,065	\$
B) Administrative		
1. Personnel (add rows as needed)		
Director - .32 FTE	\$52,543	\$
Operations Manager - .12 FTE	\$15,848	\$
Financial Analyst - .16 FTE	\$15,509	\$

Exhibit E

Information Technician - .35 FTE	\$28,163	\$
2. Fringe Benefits – included in above (adjust as needed)		
Benefits	\$	\$
Payroll Taxes	\$	\$
Insurance	\$	\$
3. Other (add rows as needed)	\$	\$
Travel/Training	\$2,116	
Administration	\$114,179	\$
○		
C) Participant Support Services		
1. Education	\$500	\$
2. Transportation	\$73,500	\$
3. Employment Related	\$1000.10	\$
4. Other: (Add rows as needed)	\$	\$
	\$	\$
	\$	\$
	\$	\$
Participant Support Services	\$75,000.10	\$
Total Budget (sum of A1 – C-4)	\$957,244.10	\$