

**PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into between **ST. LOUIS COUNTY** , 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, **CITY OF DULUTH WORKFORCE DEVELOPMENT (CDWD)**, 402 W. 1<sup>st</sup> St., Duluth, MN 55802, hereinafter referred to as "Provider", for the period of January 1, 2020 to December 31, 2020.

WITNESSETH

WHEREAS, Funds have been made available to County from the Minnesota Department of Human Services for the purpose of providing **STATEWIDE MINNESOTA FAMILY INVESTMENT PROGRAM (MFIP) EMPLOYMENT SERVICES** under Minnesota Statute 256J.50 and PL 104-193 and **DIVERSIONARY WORK PROGRAM SERVICES (DWP)** under Minnesota Statute 256J.95; and

WHEREAS, the County, through its Public Health and Human Services Department has identified a certain low-income population in need of employment services; and

WHEREAS, the Provider represents they are qualified to provide these services; and

WHEREAS, the County wishes to purchase such services from the Provider, hereinafter referred to as "purchased services"; and

WHEREAS, The St. Louis County Board has authorized the Public Health and Human Services Department (PHHS) to submit the 2020-2020 Minnesota Family Investment Program (MFIP) Biennial Service Agreement to the Minnesota Department of Health and Human Services (DHS) and enter into related contracts with established community partners by Board Resolution # **19-615**; and

WHEREAS, the County wishes to purchase such services from the Provider assisted with funding from the Minnesota Department of Human Services; and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this Agreement, the County and Provider agree as follows:

**TERM OF THE AGREEMENT**

1. This Agreement shall commence on January 1, 2020 and terminate on December 31, 2020.

**SERVICES TO BE PROVIDED**

2. The Provider will furnish the following services (hereinafter referred to as "Purchased Services"):

<u>SERVICE</u>	<u>BRASS/OBJECT CODE (County use only)</u>
2.1 MFIP/ DWP	6038

3. The specific scope of services per this Agreement are defined in Exhibit A, entitled STATEMENT OF WORK, incorporated herein and made a part of this Agreement.

## **PERSONNEL**

4. 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.
5. Purchased services shall be performed by staff who are professionally qualified in accordance with Provider's job descriptions and listings of professional qualifications.
6. 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**

7. 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 **\$3,244,624.09** or actual allowable expenditures, whichever is less. Expenditures incurred by this Provider in rendering purchased services shall be **\$902,090.10** 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 **\$3,244,624.09** for all Providers taken together.
  - 7.2 The maximum amount to be paid under this Agreement shall not exceed **\$902,090.10**.
8. 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.
9. Services are provided at CDWD, 402 W. 1st St., Duluth, MN 55802.

## **ELIGIBILITY FOR SERVICES**

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

## **PAYMENT FOR SERVICES**

11. 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 **\$902,090.10**. 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 **\$3,244,624.09** 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. 1<sup>st</sup> 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

any books, documents, papers, records, etc., and accounting procedures and practices of the Provider which are relevant to the contract, pursuant to Minn. Stat. sec. 16C.05, subd. 5.

22. County or its duly authorized designee may conduct periodic site visits to determine compliance with this Agreement and to evaluate the quality of services provided by Provider pursuant to this Agreement. In addition, County reserves the right to survey service recipients and other interested persons to determine the level of satisfaction with the purchased services provided pursuant to this Agreement. Provider agrees to cooperate with County in the conduct of any such survey or evaluation.

#### **NON-DISCLOSURE OF INFORMATION OR DATA**

23. **Confidentiality:** The use or disclosure by any party or of any private information concerning a client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the County's or the Provider's responsibility with respect to these services is prohibited without the written consent of the client or responsible parent or guardian.
24. **Data Practices:** To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Agreement, all of the data created, collected, received, stored, used, maintained, or disseminated by Provider in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, and Provider must comply with those requirements as if it were a government entity. Provider shall not provide public access to or release to the public or any third party any data relating to the Agreement without the County's prior written approval. If Provider receives a request for data relating to the Agreement, Provider shall forward the request to the County for response
25. **HIPAA Compliance:** The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and its implementing regulations (45 CFR Parts 160-164), to ensure the integrity and confidentiality of protected health information. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

#### **FAIR HEARING AND GRIEVANCE PROCEDURES**

26. To the extent Minnesota Statutes, Section 256.045 is applicable to this Agreement, the Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established therein.

#### **EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NON-DISCRIMINATION**

27. Provider will comply with all federal, state and local laws, ordinances, rules and regulations pertaining to unlawful discrimination, including but not necessarily limited to the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive order No. 11246, and Title VI (42 USC 2000d); 42 USC 12101, et seq. (ADA), 28 CFR 35.101-35.190, Title IX of the Educational Amendments of 1972 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973; Minnesota Statutes section 363A.02; Minnesota Human Rights Act at Minnesota Statute section 363.01 et. seq.; and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Provider shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.
28. It is St. Louis County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that the

providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent practicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

## **BONDING, INDEMNITY AND INSURANCE**

29. **Bonding:** The Provider shall obtain and maintain at all times during the terms of this Agreement, a fidelity bond in the amount of \$ 0.00 covering the activities of each person authorized to receive or distribute monies under the terms of this Agreement.
29. **Indemnity:** The Provider does hereby agree that it will defend, indemnify, and hold harmless the Department and the County against any and all liability, loss, damages, costs, and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
  - 29.1 By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
  - 29.2 By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
  - 29.3 By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services, or as the result of the performance of Purchased Services, under this Agreement; or
  - 29.4 From all claims arising out of, resulting from, or in any manner attributable to any violation of the Minnesota Government Data Practices Act, HIPAA, or any other data privacy statute or regulation including any legal fees or disbursements paid or incurred to enforce the provision of this section of the Agreement.
  - 29.5 Neither party shall be liable for any special, consequential, or punitive damages resulting from or relating to any breach of this Agreement under any circumstances.
30. **Insurance:** The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the St. Louis County Public Health and Human Service Department Contract Services office within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 10-day notice of cancellation non-renewal, or material change to all named and additional insureds. The County reserves the right to rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Provider.
31. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

31.1 General Liability Insurance

\$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.  
\$1,500,000 for any number of claims arising out of a single occurrence.

No less than \$2,000,000 Aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability

St. Louis County shall be named as an Additional Insured on a primary and non-contributory basis.

31.2 Business Automobile Liability Insurance

\$500,000 for claims for wrongful death and each claimant

\$1,500,000 each occurrence

No less than \$2,000,000 aggregate

Must cover owned, non-owned and hired vehicles.

31.3 Workers' Compensation

Per statutory requirements, Certificate of Compliance must be executed and filed with St. Louis County.

31.4 Professional Liability Insurance For Licensed Professionals

Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate. This provision applies only in situations where Provider's staff or volunteers are performing licensed professional services under this Agreement.

**MAINTENANCE OF EFFORT AND EXPANSION OF SERVICES**

32. The Provider hereby certifies that any federal funds to be used under this Agreement do not replace or supplant in any way state or local funds. The Provider certifies that the amount to be expended in this Agreement results in increased expenditures by the Provider for services of the type being purchased to individuals of the type included under the Purchase Agreement.

**CONDITIONS OF THE PARTIES' OBLIGATIONS**

33. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing and signed. This Agreement will supersede all other oral and written agreements prior to execution of this document.

34. In the event of a revision in federal regulations which might make this Agreement ineligible for federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal regulations.
35. The Provider agrees to cooperate fully with the County and its designated representatives in the development and implementation of both qualitative and quantitative assessment of Provider's services. Evaluative data collected will be used by the County in its funding decisions and will be shared with the Provider and community.
36. The Provider agrees that in any reports, news releases, public service announcements or publications regarding the Provider's program, the County will be identified as a funding source.

#### **SUBCONTRACTING AND ASSIGNMENT**

37. The Provider shall not enter into any subcontract for performance of any of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Provider shall be responsible for the performance of all subcontractors.

#### **INDEPENDENT CONTRACTOR**

38. That at all times and for all purposes hereunder, Provider will be an independent Provider and is not an employee of the County for any purpose. No statement contained in this Agreement will be construed so as to find Provider to be an employee of the County, and Provider will not be entitled to any of the rights, privileges, or benefits of employees of the County, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;
39. Provider acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Provider and that it is Provider's sole obligation to comply with the applicable provisions of all federal and state tax laws;
40. Provider shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;
41. Provider is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

#### **CANCELLATION, DEFAULT AND REMEDY**

42. This Agreement may be terminated under the following circumstances:
  - 42.1 By mutual written Agreement of the parties;
  - 42.2 By either party with or without cause, by giving not less than thirty (30) days written notice, delivered by mail or in person to the other party, specifying the date of termination;
  - 42.3 In the event that any of the licenses held by the Provider for providing Purchased Services under this Agreement is denied, suspended, lapses, expires or is terminated, effective immediately without notice to the Provider;

42.4 If the Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this will constitute a default. Unless the Provider's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.

42.5 The County may immediately terminate this Agreement if it does not obtain funding; or if the funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be written notice to the Provider. The County is not obligated to pay for any services that are provided after notice and effective date of termination. The County must provide the Provider notice of the lack of funding within a reasonable time of the County receiving that notice.

43. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent will not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

44. Provider will be paid for actual work done to the date of termination. All documents completed by Provider through the date of termination will become the property of the County.

#### **MERGER**

45. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Provider and County relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.

46. It is the intent of the parties that all provisions herein shall apply to any county relying upon same as a lead county for purposes of Minnesota Rules 9559.0040.

#### **SEVERABILITY**

47. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

#### **DEPARTMENT OF HUMAN SERVICES AS THIRD PARTY BENEFICIARY FOR MENTAL HEALTH CONTRACTS**

48. In the event this Agreement is related to mental health services in accordance with Minnesota Statutes, Section 245.466, subdivision 3(1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this Agreement. The Provider specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County and the Provider. The Provider specifically acknowledges that the County and the Minnesota Department of Human Services are entitled to and may recover from



the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

## NOTICES/COMMUNICATIONS

49. All notices and demands pursuant to this Agreement will be directed in writing to:

### **CDWD**

Elena Foshay  
Director, Workforce Development  
City of Duluth  
402 West 1st Street  
Duluth, MN 55802  
218-730-5251  
[efoshay@duluthmn.gov](mailto:efoshay@duluthmn.gov)

### **ST. LOUIS COUNTY**

Linnea Mirsch  
Director, PHHS  
320 West Second Street  
Suite 6E  
Duluth, MN 55802  
218-726-2097  
[MirschL@stlouiscountymn.gov](mailto:MirschL@stlouiscountymn.gov)

## OTHER CONDITIONS

50. Compliance with Laws/Standards: Provider shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or the facilities, programs, and staff for which Provider is responsible.
51. In the event this Agreement involves the provision of home and community-based services as defined in Minnesota Statutes chapter 245D, provider agrees to abide by the Minnesota Olmstead Plan and/or the Olmstead Minnesota Statutes, Chapter 245D which establishes licensing standards that ensure and protect the health, safety and rights of people who receive services. This includes but is not limited to the Provider providing services: In response to the person's identified needs, interests, preferences and desired outcomes as specified in the person's plan; and in a manner consistent with the principles of person-centered service planning and delivery, self-determination and providing the most integrated setting and inclusive service delivery options.
51. Licenses: Provider shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by the Agreement. Provider shall inform the County, through its Department, of any changes in the above within five (5) days of occurrence.
52. Minnesota Law to Govern: This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings to this Agreement shall be venued in St. Louis County, Minnesota.

53. By entering into the Agreement, Provider certifies that it has not been debarred or suspended by the federal government or the State of Minnesota pursuant to Federal Regulation 45 CFR 92.35 and Minnesota Statute 16C.03, subd. 2.

**FINAL AGREEMENT**

54. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and will supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained.

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.

**CITY OF DULUTH**

**COUNTY OF ST. LOUIS**

\_\_\_\_\_  
Emily Larson  
Mayor

\_\_\_\_\_  
Patrick Boyle  
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

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

\_\_\_\_\_  
Gunner Johnson  
City Attorney

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

Federal Tax ID #41-6005105

DL/ahs

## STATEMENT OF WORK

### 1. Target Population:

- 1.1 Recipients of Minnesota Family Investment Program and Diversionary Work Program funds.

### 2. Service Description:

- 2.1. Provider will provide all Employment Services required for the MFIP and DWP programs, as described in the Employment Services Manual, hereby incorporated by reference.

The provider will hire, train and supervise job counselors to complete the direct program work. The provider is responsible for monitoring job counselor performance, including policy compliance and success working with clients. The provider is also responsible for disseminating policy and procedural information that is released by the county to the job counselors, as well as DHS issued changes to the Employment Services Manual.

Job Counselors hired and managed by the provider will, in accordance with the DHS Employment Services Manual.

#### 2.2 *FOR MFIP*

- 2.2.1 Provide ES Orientation emphasizing the transitional nature of the MFIP program and the 60 month lifetime limit.
- 2.2.2 Assess clients for barriers and work readiness within 60 days of referral using the Employability Measures and any other relevant screening tools.
- 2.2.3 Develop personalized employment plans that identify a path to self-sufficiency and addresses client barriers.
- 2.2.4 Refer the client to appropriate programs and services to address their barriers and move towards self-sufficiency.
- 2.2.5 Keep current and on file client records, which identify individual progress towards self-sufficiency, document client status, engagement and client costs attributable to client service utilization, as outlined in the program overview.
- 2.2.6 Monitor clients for compliance with their employment plans and, following all relevant policy, apply sanctions to cases of noncompliance.
- 2.2.7 Reassess client's barriers and work readiness as necessary, or no less often than every six months if a client is not employed or no less often than every 12 months if the client is employed but not working 130 hours per month.

## Exhibit A

- 2.2.8 Review every client's job plan whenever a change occurs or no less often than every three months. Re-write the job plan with the participant whenever activities change or no less often than annually.
  - 2.2.9 Send copies of all job plans to the county.
  - 2.2.10 Correspond with financial workers via Status Updates regarding all changes to the case including, but not limited to, changes in employment, changes in clients contact information, income, education, household composition, employment service status, or anything else that may affect the client's eligibility.
  - 2.2.11 Attend monthly case reviews as deemed necessary by the county
  - 2.2.12 Assist in coordinating and attend team meetings for clients who are approaching their 60th month.
  - 2.2.13 Perform all other actions and duties ascribed to Employment Counselors by the DHS Employment Services Manual.
  - 2.2.14 Monitor caseloads for S-SI and WPR performance, with the intention of meeting the annual goals set forth in the performance measure section of this contract.
  - 2.2.15 Use the DHS 7054 MFIP/DWP Employment Services Child Care Request Form to communicate activity schedules and the need for Child Care hours to Child Care Financial Workers.
- 2.3 *FOR DWP*
- 2.3.1 The provider will accept DWP electronic referrals within one business day of receipt.
  - 2.3.2 When the DWP participant contacts the provider, the provider will set up a meeting within ten days of ES referral to complete an employment plan.
  - 2.3.3 Submit Universal Participant job plan within 24 hours of that meeting.
  - 2.3.4 If the client has any barriers that make them unlikely to benefit from DWP, assist the client in documenting those barriers and notify the county when the barriers are documented so appropriate transition to MFIP can begin.
  - 2.3.5 Follow up with the DWP client throughout the four month benefit period and monitor for compliance, sanctioning if necessary.
  - 2.3.6 Perform all other actions and duties ascribed to Employment Counselors by the DHS Employment Services Manual.

## Exhibit A

2.4 The provider will attend meetings and otherwise work to coordinate, cooperate, and collaborate with other MFIP/DWP Providers.

### **3. Method of Determining Eligibility**

3.1 The County will determine eligibility. The provider will not bill the county for individuals who have not been referred for MFIP/DWP services.

### **4. Client Referral**

4.1. Individuals who have been found eligible for MFIP or DWP programs will be referred to the provider electronically via the MAXIS and Work Force One system. Except in the case of 100% sanction closure, MFIP-eligible individuals are given the choice of Employment Service providers at the time of application. In the event no choice was made, the chosen provider is unavailable, or the individual is DWP-eligible, the county will determine where the referral is sent, taking case history and caseload sizes into consideration.

4.2 It is expected the provider will accept all referrals made to them, regardless of their specialization. In the event a provider has a reason for not accepting a specific referral, this will be communicated to the county via a supervisor email prior to the referral being rejected. In the event the provider does not have the staffing to handle additional clients, the provider will notify the county via a supervisor email for discussion. If the county and provider agree it is necessary, the county will stop sending referrals to the provider for a period of time. . This process of stopping referrals can take up to a full week, during which time the provider will continue to accept any referrals made.

### **5. Performance Measures:**

5.1 The provider is responsible for all performance measure outcomes related to Employment Services for the MFIP and DWP programs including the Self-Support Index, Work Participation Rate, DHS Audits, and Quarterly County Reports.

5.2 The federal goal for Work Participation Rate as set forth by the federal government is 50%. The provider will maintain access to DEEDS reports in order to monitor its agency-specific and job counselor specific performance. In the event a provider fails to meet or make progress towards the federal goal for two consecutive quarters, the county may request a written Performance Improvement Plan to address this measure.

5.3 The Self-Support Index goal is set by the state and changes quarterly. The provider will maintain access to WEBI reports in order to target cases and work towards this goal. In the event a provider fails to meet or make progress towards the goal for two consecutive quarters, the county may request a written Performance Improvement Plan to address this measure.

5.4 In the event of a DHS Audit Error finding related to the provision of employment services, the provider will submit in writing to the county an explanation of how the error occurred and what training or other changes are taking place to prevent the error from reoccurring.

5.5 The provider is responsible for submitting timely, complete and accurate Quarterly Reports as set forth in Exhibit B. In the event a quarterly report is not submitted or submitted incompletely, payments may be withheld until the report is submitted correctly.

## **PAYMENT AND REPORTING**

### **1. Method for Billing**

- 1.1 The signed voucher monthly with attached signed expenditure report (DHS 2902), incorporated herein by reference, shall serve as Provider's billing.
- 1.2 All funds must be expended and billed by December 15, 2020.

### **2. Method of Payment**

- 2.1 Payments shall be made within 30 days after the expenditure report is received.

### **3. Reporting Requirements:**

Provider shall submit reports on forms approved by the County. The source of the data will be listed by the provider on the report. The provider is responsible for the validity of that source. Reporting shall be submitted to the Public Health and Human Service Department as outlined below:

- 3.1 Frequency of reporting: Reports will be submitted quarterly and combine accumulative and current data.
  - 3.1.1 Report 1 – 1/1/2020-3/31/2020, Q1 report due by 4/15/2020 and
  - 3.1.2 Report 2 – 1/1/2020-6/30/2020, Q2 report due by 7/15/2020; and
  - 3.1.3 Report 3 – 1/1/2020– 9/30/2020, Q3 report due by 10/15/2020; and
  - 3.1.4 Report 4 – 1/1/2020-12/31/2020, Q4 report due by 1/15/2020.
- 3.2 Deliverables (progress, performance, technical or financial reports):
  - 3.2.1 YTD Cases / Clients Served:
    - (1) Total Cases Served YTD
    - (2) Cases Served by Funding Stream (MFIP/DWP)
    - (3) Cases Served by Case status (Exited/Enrolled)
    - (4) Total Successful Exits, by Program (MFIP/DWP)
    - (5) Total Unique Persons Served
  - 3.2.2 Current # of cases in “Eligible not Enrolled” status
  - 3.2.3 Current FSS Percentage
  - 3.2.4 Current # of clients who self-report (as coded in MAXIS) as African American or American Indian
  - 3.2.5 # of DWP Clients referred to MFIP
  - 3.2.6 YTD Successful completions of GED, 12m and 13+m Education, HS Completion
  - 3.2.7 Agency- Specific WPR for the most recently available month of data released by DEEDS.
  - 3.2.8 Total Number of Cases occurring on the agencies Current-Month WEBI report for S-SI.
  - 3.2.9 List of active job counselors with percentage of FTE that are being billed under MFIP for them, and their current caseload.

## Exhibit B

### 3.3 Reporting Submission

3.3.1 Reports will be submitted as a single electronic document formatted similar to Exhibit C, **MFIP/DWP Quarterly ES Report (SAMPLE)**.

3.3.2 Reports must include the report period, date they were pulled, and method of data retrieval

3.3.3 Reports must be submitted via email to:

Abigail Schaefer,

Contract Services Representative

[SchaeferA@stlouiscountymn.gov](mailto:SchaeferA@stlouiscountymn.gov)

**and**

Amanda Yates

Financial Assistance Supervisor

[YatesA@stlouiscountymn.gov](mailto:YatesA@stlouiscountymn.gov)

If this contact information changes, the county will notify the provider in writing.



**MFIP/DWP Quarterly ES Report (SAMPLE)**

Report #1 Period 1/1/20XX – 3/31/20XX

Report generated on

4/10/20XX

YTD Cases/Clients Served				
	Total Served	Current Enrolled	Exited	Successful Exits
MFIP				
DWP				
Equity				
Closed from Enrollment				
Total Cases				
Total Unique Cases				
Data Type	Value	Source		
Current Cases "Eligible Not Enrolled"				
Current FSS Percentage				
Current # of Equity Eligible Clients				
YTD # of DWP Clients Referred to MFIP				
YTD Successful Completions of GED, 12m, 13+m Education, HS Completion				
Agency-Specific WPR				
Total Number of Cases on Current-Month WEBI				
Staffing/Caseload Levels				
Employment Counselor	FTE	Current Caseload (from Current Caseload Detail)		

## MAXIS ACCESS

### 1. Scope of Services

- 1.1 The Provider shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and guidelines. These include the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Deficit Reduction Act of 2005, and Minnesota Statutes Chapter 256J. In the event that these laws, statutes, regulations or guidelines are amended at any time during the Term of this Agreement, or any extensions or renewals, the Contractor shall comply with such amended laws, statutes, regulations, or guidelines.
- 1.2 The Provider is responsible for all technical assistance necessary to maintain all software and hardware used to provide the purchased services under this Agreement, including virus protection and firewalls.
- 1.3 The Provider will designate one staff as an Employment Services security liaison that will coordinate with the County MAXIS security liaison to request approval or termination of inquiry access to the MAXIS system (“MAXIS”).

### 2. Information Privacy and Security.

#### 2.1 Information Covered by this Provision:

In carrying out its duties, Provider will be handling one or more types of private information, collectively referred to as “protected information,” concerning individual DHS clients. “Protected information,” for purposes of this Agreement, may include any or all of the following:

- 2.1.1 Private data (as defined in Minnesota Statutes § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other non-public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- 2.1.2 Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§ 144.291-144.298]);
- 2.1.3 Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to § 2.67);
- 2.1.4 Protected health information (“PHI”) (as defined in and governed by the Health Insurance Portability Accountability Act [“HIPAA”], 45 C.F.R. § 160.103);

## Exhibit D

- 2.1.5 Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5)); and
  - 2.1.6 Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.
3. Duties Relating to Protection of Information.
- 3.1 Duty to ensure proper handling of information. Provider shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of DHS. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 2.a.
  - 3.2 Minimum necessary access to information. Provider shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
  - 3.3 Information Requests. Unless provided for otherwise in this Agreement, if Provider receives a request to release the information referred to in this Clause, Provider must immediately notify DHS. DHS will give Provider instructions concerning the release of the data to the requesting party before the data is released.
4. Use of Information. Provider shall:
- 4.1 Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
  - 4.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of DHS.

## Exhibit D

- 4.3 Report to DHS any privacy or security incident regarding the information of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410. For purposes of this Agreement, “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 Minnesota Government Data Practices Act (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 DHS not more than 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 PHI 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 DHS may reasonably request.
- 4.4 Consistent with this Agreement, and in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any agents (including contractors and subcontractors), analysts, and others that create, receive, maintain, or transmit protected health information on behalf of the business associate, enter into a business associate agreement with any subcontractors to agree in writing to be bound by the same restrictions, conditions, and requirements that apply to it with respect to such information.
- 4.4.1 Document such disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 4.4.2 Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
- 4.4.3 In accordance with HIPAA, upon obtaining knowledge of a breach or violation by a subcontractor, take appropriate steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.
- 4.4.4 Not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by DHS.

Exhibit D

**5. Additional Business Associate Duties.**

To the extent Provider handles PHI in order to provide health care-related administrative services on behalf of DHS and is a “Business Associate” of DHS as defined by HIPAA, Provider further agrees to:

- 5.1 Make available PHI in accordance with 45 C.F.R. § 164.524.
- 5.2 Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- 5.3 Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients’ identifying information removed, “to the extent practicable.” Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- 5.4 Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to DHS and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- 5.5 Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.
- 5.6 To the extent Provider is to carry out one or more of DHS’ obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DHS in the performance of such obligation(s).

**6. DHS Use of Information. DHS shall:**

- 6.1 Only release information which it is authorized by law or regulation to share with Provider.

Exhibit D

- 6.2 Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with Provider.
- 6.3 Notify Provider of limitations, restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitations, restrictions, changes or revocation may affect Provider's use or disclosure of protected information.
- 6.4. Not request Provider to use or disclose protected information in any manner that would not be permitted under law if done by DHS.

**7. Disposition of Data upon Completion, Expiration, or Agreement Termination.**

Upon completion, expiration, or termination of this Agreement, Provider will return to DHS or destroy all protected information received or created on behalf of DHS for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in 5.1 is required. Provider will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if Provider is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, Provider will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as Provider maintains the information. Additional information for destruction and handling is available in the DHS Information Security Policy, Policy numbers 3.7, and 2.19, found at <http://edocs.dhs.state.mn.us/lfserver/Legacy/DHS-4683-ENG>.

**8. Sanctions.**

In addition to acknowledging and accepting the terms set forth in Clause 8, "Liability." Relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

**CY 2020 MFIP- DWP Budget Justification**

<b>Agency Name: City of Duluth Workforce Development</b>		
<b>Budget Period: 01/01/2020 through 12/31/2020</b>		
<b>Line Items</b>	<b>Estimated</b>	<b>Year End – Actual Cost</b>
<b>A) Direct Program</b>		
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	\$	\$
4. Contractual Services	\$	\$
5. Participant Work Experience	\$10,500	
<b>Direct Program</b>	<b>\$712,911</b>	<b>\$</b>
<b>B) Administrative</b>		
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	
<b>Administration</b>	<b>\$114,179</b>	<b>\$</b>
○		
<b>C) Participant Support Services</b>		
1. Education	\$500	\$
2. Transportation	\$73,500	\$
3. Employment Related	\$1000.10	\$
4. Other: (Add rows as needed)	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Participant Support Services</b>	<b>\$75,000.10</b>	<b>\$</b>
<b>Total Budget (sum of A1 – C-4)</b>	<b>\$902,090.10</b>	<b>\$</b>