

**AMENDMENT COVER SHEET
 MASTER CONTRACT AMENDMENTS
 (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 it is presented to the Department of Administration for approval. **Please always include copies of the original certification form for the master contract, the original master contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: Vocational Rehabilitation Services	Name of Contractor: City of Duluth Workforce Development
Current contract term: 12/02/2019 – 09/30/2021	Project Identification: 166894

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 section 16C. 03, subdivision 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.

Complete Appropriate Box(es) for the amendment submitted.

1. <input checked="" type="checkbox"/> Amendment to the end date of the master contract
Proposed New End Date: 06/30/2022
Why is it necessary to amend the end date? We are extending the end date to align with all contracts ending at this time.

2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original master contract AND amount of each amendment below: The original P/T contract budget amount was set for \$300,000 and the budget is at the maximum amount. DEED-VRS is increasing the budget to \$450,000 to increase the funds available for work authorizations to cover services for the remainder of the contract term.
2b. Describe the amendment: DEED VRS purchases community resources on behalf of Minnesotans with disabilities in the VRS program so that they may achieve their goals for competitive, integrated employment and career development. The P/T Contracts facilitate the purchase of these services. It is in the best interest of the individuals in VR, and thus in the best interest of the state, for community partner to have the opportunity to adjust their service offering in accordance with their business needs, the needs of individuals they work with, and the needs of the state VR program. DEED-VRS leadership has assessed the amendment request primarily on service need. "Service need" may include: the needs of VR individuals, the needs of the state VR program, and the business needs of community

partner organizations. VRS leadership has assessed the amendment request also on the provider's ability to deliver the services requested.

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

Describe the changes that are being made:

Vocational Rehabilitation Services Master P/T Contract Amendment
Contract Number: 166894
Amendment Number: 2
PR Number: 64295

Contract Start Date:	<u>12/02/2019</u>	Total Contract Amount:	<u>\$450,000</u>
Original Contract Expiration Date:	<u>09/30/2021</u>	Original Contract Amount:	<u>\$300,000</u>
Current Contract Expiration Date:	<u>09/30/2021</u>	Previous Amendment(s) Total:	<u>N/A</u>
Requested Contract Expiration Date:	<u>06/30/2022</u>	This Amendment:	<u>\$150,000</u>

This amendment is by and between the State of Minnesota, through its Commissioner of the Department of Employment and Economic Development (“State”) and City of Duluth Workforce Development, 402 West 1st Street, Duluth, MN 55802 (“Contractor”).

Recitals

1. The State has a Master Contract with the Contractor identified as SWIFT Contract Number 166894 (“Original Master Contract”) to provide vocational rehabilitation services for purposes of obtaining and maintaining employment for people with disabilities.
2. This agreement is being amended to increase the total compensation permitted for work authorizations under the Original Master Contract. This agreement is also being amended to add and change vocational rehabilitation services and the fees for services and we are extending the end date.
3. The State and the Contractor are willing to amend the Original Master Contract as stated below.

Master Contract Amendment

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

REVISION 1. Clause 1.3 Expiration Date is amended as follows:

Expiration Date: ~~September 30, 2021~~ June 30, 2022.

REVISION 2. Clause 2 “**Scope of Work**” is amended as follows:

The Contractor, who is not a state employee, may be requested to perform any of the services identified in Attachment B-~~1~~2 – Fee-for-Service Rate Schedule when requested

under a Work Authorization in accordance with the Employment Plan developed between Vocational Rehabilitation Services (VRS) and an individual consumer. A complete detailed description of required work will be furnished in each Work Authorization issued. The Contractor may begin work only upon receipt of a fully executed Work Authorization. No effort, expenses, or actions taken before the Work Authorization is fully executed are authorized under Minnesota Statutes, and all such efforts, expenses and actions are undertaken at the sole responsibility and expense of the Contractor.

When Contractor accepts Work Authorizations to provide services, Contractor shall manage and disburse funds to persons served without additional charge to the State or persons served.

Additional terms and conditions of the applicable work to be performed are attached and incorporated herein as:

- Attachment A-~~12~~ – Work Plan; and
- If applicable, Attachment B-~~12~~ – Fee-for-Service Rate Schedule and Performance Based Agreement (PBA) for Placement and Retention Services as referenced at <https://mn.gov/deed/job-seekers/disabilities/partners/guide/contracted-services/services/pba/>; and
- Attachment C – Security and Data Protection; and
- Attachment D - Pre-Employment Transition Services Terms and Conditions; and
- Attachment E - Contract Provisions Outlined in Appendix II to Part 2 Code of Federal Regulations 200

The Contractor understands that this master contract is not a guarantee of a work order contract. The State has determined that it may have need for the services under this master contract, but does not commit to spending any money with the Contractor.

REVISION 3. Clause 4.1 “**Consideration**” is amended as follows:

All services provided by the Contractor under this contract shall be performed to the State’s satisfaction, as determined at the sole discretion of the State and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor shall not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The State will pay for all services satisfactorily performed by the Contractor, under fully executed Work Authorizations issued under this Professional and Technical Services Master Contract, according to the applicable fee schedule(s), attached and incorporated herein as Attachment B-~~12~~ – Fee-for-Service Rate Schedule and, if applicable, Performance Based Agreement (PBA) for Placement and Retention Services as referenced at: [Placement and Retention Services \(PBA\) / Minnesota Department of Employment and Economic Development \(mn.gov\)](https://mn.gov/deed/job-seekers/disabilities/partners/guide/contracted-services/services/pba/). The total compensation of all Work Authorizations may not exceed ~~\$300,000~~ \$450,000.

REVISION 4. Clause 4.2 “**Fee-for-Service Rates**” is amended as follows:

Contractor shall ensure costs used to determine rates for service fees shall be:

- a) Necessary and reasonable, in nature and amount, costs will not exceed that which would be incurred by a prudent person under the same circumstances;
- b) Costs shall be allocable and assignable to VRS and the costs will be incurred for the exclusive benefit of persons referred by the State;
- c) Costs shall be adequately documented; and
- d) Costs shall be subject to State monitoring, audit and reconciliation.

The Contractor shall not bill the State for an amount greater than the fee for service indicated in the current fee schedule, Attachment B-~~1~~2 – Fee-for-Service Rate Schedule. The Contractor shall charge the State no higher fee than the Contractor charges other purchasers of services, and may bill for services only for the authorized time period.

REVISION 5. Clause 18(c) of “**Termination**” is amended as follows

- (c) **Limited-Use Vendor (LUV)** A non-CARF-accredited Contractor will be permitted to provide limited services. The term of the contract shall not exceed two years or ~~\$40,000~~ \$450,000. The State will lift the term and dollar restrictions of a LUV that makes a written commitment to become CARF-accredited within one year by demonstrating reasonable follow through and providing the State with evidence of:
 - (a) Intent to Survey (Application)
 - (b) Payment
 - (c) Site survey schedule
 - (d) Survey report.

REVISION 6. Attachment A-1 is amended as follows:

Attachment A-1 is deleted in its entirety and is replaced by the attached Attachment A-2, which is added to and incorporated into the Master Contract effective on the date this amendment is fully executed.

REVISION 7. Attachment B-1 is amended as follows:

Attachment B-2 is added to and incorporated into the Master Contract effective on the date this amendment is fully executed. Attachment B-1 applies to transactions prior to the effective date of Attachment B-2, and Attachment B-2 applies to transactions on or after the effective date of Attachment B-2.

Except as amended herein, the terms and conditions of the Original Master Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Kevin M. Kasper

Date: 09/07/2021

SWIFT Contract No. 166894 PR 64295

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Mayor

Date: _____

Attested:
By: _____

Title: City Clerk

Date: _____

Countersigned:

By: _____

Title: City Auditor

Approved as to form:

By: _____

Title: City Attorney

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photo
Copy

Attachment A-2 – Work Plan

Contractor shall hire, train, and make available qualified personnel to perform and administer vocational rehabilitation services. Contractor shall conduct background checks using primary sources on all personnel authorized to provide direct services or transport persons served under this contract. When transportation is provided for persons served under this contract, Contractor shall maintain current records of driving licenses and satisfactory driving history of drivers.

Contractor shall provide for the integrity and security of its information assets including, but not limited to, each automated system, electronic file, database or paper file, by establishing appropriate internal policies and procedures for preserving the integrity and security of the personal information of individuals served.

Contractor shall work collaboratively as part of the team with VRS staff in providing services that are part of the person's served Employment Plan.

Contractor shall develop and share detailed written information outlining the procedure for notifying VRS and the person or their guardian regarding their acceptance for services listed in Attachment B-1.2, Fee-for-Service Rate Schedule. The written information, at a minimum, should include: (a) start date notification, (b) intake process and location, (c) orientation to the Contractor, (d) service planning and delivery, (e) monitoring of service provided, (f) communication and progress reports, (g) service exit or termination.

Contractor shall provide the most effective mode(s) of communication to all populations without charge to VRS or persons served. Contractor shall provide Interpreter services for all services in Attachment B-1.2, Fee-for-Service Rate Schedule, and Performance Based Agreement (PBA) for Placement and Retention Services as referenced at [Placement and Retention Services \(PBA\) / Minnesota Department of Employment and Economic Development \(mn.gov\)](#). Contractor is responsible for all necessary interpreting costs.

Documentation (phone calls, emails, report writing, case notes) time is built into the fee structure and rates, therefore is not billable.

VRS expects all documentation be provided in accessible format whenever possible.

Attachment B-2 – Fee-for-Service Rate Schedule

Contractor: City of Duluth Workforce Center

SWIFT Number: 0000197681

Referral Contacts and Contact Information: Elena Foshay, 218-730-5241

Effective:

General Services

Service Title	Fee	Unit
Benefits Coaching (Hourly)	\$75	Hour
Employee Development Services (Community Based)	\$75	Hour
Informational Interviews	\$75	Hour
Instruction in Self Advocacy	\$75	Hour
Intake (Not Applicable to PBA)	\$75	Each
Internship	\$18	Hour
Job Exploration Counseling Services	\$75	Hour
Job Seeking Skills Training	\$75	Hour
Job Shadowing	\$75	Hour
Postsecondary Education Counseling Services	\$75	Hour
Transportation to Vendor (participant is in vehicle)	\$28	Hour
Travel Expense to Provider (to/from participant)	\$28	Hour
Transportation Training (Public Transportation Training)	\$28	Hour
Work Experience – Services	\$75	Hour
Work Experience – Wages	Wages + 50%	Hour

Pre-ETS Required Services

Service Title	Individual Rate	Group Rate (2+ Students in Group)	Unit
Pre-ETS Job Exploration Counseling Services	\$75	\$30	Hour
Pre-ETS Post-Secondary Education Counseling Services	\$75	\$30	Hour
Pre-ETS Instruction in Self-Advocacy Services	\$75	\$30	Hour
Pre-ETS Workplace Readiness Training	\$75	\$30	Hour
Pre-ETS Introductory Work Activities	\$75	\$30	Hour
Pre-ETS Work Experience - Services	\$75	n/a	Hour
Pre-ETS Work Experience- Wages	Wages + 50%	n/a	Hour
Pre-ETS Intake (only for students eligible for VR)	\$75	n/a	Each
Pre-ETS Work-Based Learning Coaching (only for students eligible for VR)	\$75	\$30	Hour