

INTERGOVERNMENTAL RELATIONS COMMITTEE

11-0093R

RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH AND ACCEPT FUNDS FROM ST. LOUIS COUNTY TO PROVIDE MINNESOTA FAMILY INVESTMENT PROGRAM AND DIVERSIONARY WORK PROGRAM EMPLOYMENT AND TRAINING SERVICES IN AN AMOUNT NOT LESS THAN \$1,010,207 FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2011.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute and implement a contract, in substantially the form and containing substantially the terms of that contract on file in the office of the city clerk as Public Document No. \_\_\_\_\_, with, and accept funds from, St. Louis County to provide Minnesota family investment program and diversionary work program employment and training services in an amount not less than \$1,010,207 for the period January 1, 2011 through December 31, 2011. Monies received under this agreement will be deposited in Fund 268 (workforce development, Agency 031 (grants division), Organization 6235 (MFIP) and 6236 (DWP).

Approved:

Heidi Lima-Bjeld  
Department Director

Approved for presentation to council:

D. J. [Signature]  
Chief Administrative Officer

Approved as to form:

[Signature]  
Attorney

Approved:

[Signature]  
Auditor

DWD DRH:met 02/17/2011

STATEMENT OF PURPOSE: This resolution is to authorize proper city officials to enter into an agreement and accept funds from St. Louis county in order to

for DH

provide Minnesota Family Investment Program and Diversionary Work Program employment and training services, in an amount not less than \$1,010,207 for the period January 1, 2011 through December 31, 2011. Monies received under this agreement will be deposited in Fund 268 (Workforce Development), Agency 031 (Grants Division), Organization 6235 (MFIP) and 6236 (DWP).

**GRANT AGREEMENT**

THIS AGREEMENT, by and between **ST. LOUIS COUNTY BOARD OF COMMISSIONERS**, 320 West Second Street, Duluth, Minnesota 55802 (hereinafter referred to as "Board"), and the **CITY OF DULUTH**, 332 City Hall, 411 West First Street, Duluth Minnesota 55802 (hereinafter referred to as "Grantee/Provider"), for the period January 1, 2011 through December 31, 2011.

**WITNESSETH:**

WHEREAS, Funds have been made available to Board from the Minnesota Department of Human Services for the purpose of providing **STATEWIDE MINNESOTA FAMILY INVESTMENT PROGRAM (MFIP) EMPLOYMENT SERVICES (BRASS 237X)** under Minnesota Statute 256J.50 and PL 104-193 and **DIVERSIONARY WORK PROGRAM SERVICES (DWP)** under Minnesota Statute 256J.95; and

WHEREAS, Board has allocated funds for social service grants to provider agencies during the year of 2011; and

WHEREAS, Grantee has applied for such social service grants to be used for the purpose of rendering certain specified services; and

WHEREAS, Grantee has represented that it is fully, professionally qualified and duly licensed to render said services within the State of Minnesota; and

WHEREAS, Grantee's application has been accepted under the conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties do mutually agree as follows:

1. ACCEPTANCE OF GRANT

- a. Board agrees to pay and Grantee agrees to accept a Grant during the period January 1, 2011 through December 31, 2011 totaling an amount not to exceed \$3,168,621, the allocation in State and Federal funds made by Board for this purpose, which shall be the contract maximum for all Grantees taken together, or actual allowable expenditures, whichever is less, subject to the conditions set forth in this Agreement. Expenditures incurred by Grantee in rendering Grant Services shall be in accordance with Grantee's line item budgets, attached hereto and incorporated herein by reference as Exhibit B. Board, in its sole discretion, may increase or decrease these budget allocations during the course of the Grant period. However, Grantees' total expenses shall not exceed \$3,168,621 which amounts to the entire Grant.
- b. Grantee agrees that all income earned by Grantee in the provision of services funded entirely or in part by this Grant shall be used by Grantee for funding the level and type of Grant Services as specified in Exhibit A in this Agreement.

- c. Grantee agrees that upon termination of this Agreement, if revenues exceed allowable expenses or budgeted expenses, whichever is less, Grantee shall refund the excess revenue to Board.
- d. This Agreement is subject to the provisions of the "Social Services Eligibility and Fee Schedule" as approved by Board. Said Policies and Procedures are incorporated herein by reference. A copy of said Policies and Procedures is on file with the Director of the St. Louis County Public Health and Human Services Department (PHHS).

2. SERVICES TO BE PROVIDED

- a. Grantee agrees to furnish during the period January 1, 2011 through December 31, 2011, specified services (hereinafter referred to as "Grant Services" and more particularly described in Exhibit A attached hereto and incorporated herein by reference) to the identified target populations described in Exhibit C, "Eligibility for MFIP-DWP Grant Services", and other approved services as outlined in the "Employment Services Manual".
- b. Grant Services shall be provided by:
  - City of Duluth Workforce Development Division
  - 332 City Hall
  - 411 West First Street
  - Duluth, Minnesota 55802
- c. Grant Services shall be performed by staff who are professionally qualified in accordance with Grantee's job descriptions and listings of professional qualifications.
- d. Grantee shall keep current and on file, client records which identify individual progress on the "Client-Focused Outcomes" as identified in Exhibit E, and client costs attributable to client service utilization, as outlined in the program overview, Exhibit A, "MFIP-DWP and Innovation Grant Services to be Provided".
- e. The general sequence of events in MFIP-DWP Employment Services are the following:
  - (1) The St. Louis County Public Health and Human Services Department (PHHS) determines eligibility for MFIP
  - (2) PHHS provides the job seeker with an orientation which includes MFIP program requirements
  - (3) The client is referred to an Employment Overview and selects Provider
  - (4) The job seeker has an Assessment and Employability Determination completed
  - (5) Provider/client complete an Employment Plan with a six (6) week job search
  - (6) Provider/client engage in an ongoing assessment with file documentation
  - (7) Provider case manages with regular reviews and three (3) month updates on the Employment Plan.

3. PAYMENT PROCEDURES

- a. Payment for Grant Services provided shall be according to procedures outlined in Exhibit D, attached hereto and incorporated herein by reference, including:
  - (1) Fiscal Expenditure Report
  - (2) Program Report
  - (3) Billing
  - (4) Method of Payment
- b. Board's obligation to reimburse Grantee for costs incurred in providing Grant Services is made subject to audit by Board or its designee. Said audit shall be the final determination of reimbursable costs.
- c. Grantee shall promptly reimburse to Board any payments received in excess of required payments hereunder.
- d. Board shall not be obligated to reimburse, nor shall Grantee claim, for any services furnished or costs incurred by Grantee which are not specifically provided for hereunder nor requested by Board in writing during the term of this Agreement.
- e. Grantee acknowledges and agrees that the Minnesota Department of Human Services (DHS) shall be the third party beneficiary and, as such, is an affected party under this contract and, as such, may recoup payments made by Board to Grantee in the event of breach of this contract if Board does not recoup the payments.
- f. Board and Grantee agree that total Employment Services expenditures under this Agreement may not exceed \$3,168,621 Notwithstanding the foregoing, in the event that other Employment and Training Grantees for the same services do not expend their allocation under their respective Agreements with Board, upon written notification to Grantee, Board may, in its sole discretion, increase Grantee's allocation to an amount not to exceed \$3,168,621, when combined with the allocations of the other Grantees, which is the total allocation in State and Federal funds made by Board for this purpose. Board and Grantee agree that maximum expenditure under this Agreement may not exceed such increased allocation as provided for above, upon written notification by Board to Grantee.

4. AUDIT AND RECORD DISCLOSURES

- a. Grantee shall keep complete books and records according to generally accepted accounting principles which shall fully document receipt and expenditures of the Grant amount. Grantee agrees that within 180 days of the close of its fiscal year an audit shall be conducted which complies with the requirements of the Single Audit Act of 1984, P.L. 98-502 and Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Within thirty (30) days following its completion of said audit, a copy of the audit report must be forwarded to Board. Grantee shall also keep such books and records as are required by Board to fulfill Board's reporting responsibilities to the State of Minnesota and the United States Government.

- b. Grantee shall retain books and records as required by Paragraph 4-a, above, for a period of six (6) years from the final date of the term of this Agreement. Grantee shall make said books and records available for inspection or audit by Board, or Board's duly authorized designee, at reasonable hours. Said books and records shall be maintained at the City of Duluth, 332 City Hall, 411 West First Street, Duluth, Minnesota 55802.
- c. Grantee shall allow personnel of Board, the Minnesota Department of Human Services (DHS), and the U.S. Department of Health and Human Services access to Grantee's records, at reasonable hours, in order to exercise their right to audit Grantee's records, monitor their services, and copy pertinent program and fiscal records.
- d. The books, records, documents and accounting procedures and practices of Grantee which are relevant to this Agreement are subject to examination by Board and the Minnesota State Auditor for a minimum of six (6) years from the final date of the term of this Agreement.

5. INSPECTION AND EVALUATION

Board, or its duly authorized designee, may, at any time, evaluate the performance of Grantee in regard to the terms of this Agreement to determine whether such performance merits continuation of this Agreement.

- a. Board, 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 Grantee pursuant to this Agreement.
- b. Board reserves the right to survey service recipients and other interested persons to determine the level of satisfaction with the Grant Services provided pursuant to this Agreement. Grantee agrees to cooperate with Board in the conduct of any such survey or evaluation.

6. BONDING, INDEMNITY AND INSURANCE CLAUSE

- a. **BONDING:** Grantee represents that all officers and employees of Grantee which shall be involved in receiving or distributing monies under this Agreement are insured by fidelity bonding to cover such activities at all times during the term of this Agreement.
- b. **INDEMNITY:** Grantee agrees that it shall defend, indemnify, and hold harmless Board, its officers and employees against any and all liability, loss, costs, damages, and expenses that Board, its officers or employees may hereafter sustain, incur or be required to pay arising out of Grantee's performance or failure to adequately perform its obligations pursuant to this Agreement.
- c. **INSURANCE:** Grantee hereby represents that it is self-insured with regard to all liability claims and Worker's Compensation issues and, further, that its liability is subject to the provisions of Minnesota Chapter 466..

- d. **NONCOMPLIANCE:** Board reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Grantee.

7. **INFORMATION PRIVACY AND SECURITY CLAUSE**

- a. **Information Covered by this Provision:** In carrying out its duties, Grantee shall be handling one or more types of private information, collectively referred to as “protected information,” concerning individual Board clients. “Protected information,” for purposes of this Agreement, includes any or all of the following:

- (1) Private data (as defined in Minn. Stat. §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 elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (2) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (3) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (4) Protected health information (“PHI”) (as defined in and governed by the Health Insurance Portability Accountability Act [“HIPAA”], 45 CFR § 164.501); and
- (5) Other data subject to applicable State and Federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

- b. **Duties Relating to Protection of Information:**

- (1) **Duty to Ensure Proper Handling of Information:** Grantee 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 Board. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 7-a (1-5).
- (2) **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), its implementing regulations (45 C.F.R. Parts 160-64), and all rules, regulations, and controls affected or promulgated pursuant thereto, to ensure the integrity and confidentiality of Protected Health Information. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall execute amendments hereto, provide written assurances, implement policies and procedures, or take whatever other actions are necessary to comply with HIPAA. Should a party fail or

refuse to honor its obligations pursuant to this section, the other party may terminate the Agreement with thirty (30) days written notice.

- (3) Minimum Necessary Access to Information: Grantee 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 by Grantee 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 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (4) Information Requests: Unless provided for otherwise in this Agreement, if Grantee receives a request to release the information referred to in this Clause, Grantee must immediately notify Board. Board shall give Grantee instructions concerning the release of the data to the requesting party before the data is released.
- (5) Questionnaire for Access to SMI/SIR: In the event that Grantee receives a request for access to the Shared Master Index (SMI) or the DHS Systems Information Repository (SIR), Grantee may utilize a questionnaire similar to this Agreement’s Exhibit G.

c. Grantee’s Use of Information:

Grantee shall:

- (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.
- (2) Use appropriate safeguards 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 that it creates, receives, maintains, or transmits on behalf of Board.
- (3) Agree to comply in all respects with the Minnesota Government Data Practices Act (MGPDPA), Minnesota Statute Section 13.01-46. Grantee shall further agree to comply with any requests of Board which are necessitated by Board’s obligations under said Act. Grantee’s Workforce Development Division Manager is responsible for compliance with said Act.
- (4) Report to Board any privacy and security incident of which it becomes aware. 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 CFR 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.

- (5) Consistent with this Agreement, ensure that any agents, including contractors and subcontractors, analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (6) 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.

d. Board's Duties:

Board shall:

- (1) Release only information which it is authorized by law or regulation to share with Grantee.
- (2) Ensure that Grantee agrees in writing to be bound by the same restrictions and conditions that apply to the use or disclosure by any party of any private information concerning a client in a violation of any rule of confidentiality or for any purpose not directly connected with the administration of Board's or Grantee's responsibility with respect to this Agreement, as it is prohibited without the written consent of the client or responsible parent or guardian.
- (3) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with Grantee.
- (4) Notify Grantee of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect Grantee's use or disclosure of protected information.
- (5) Not request Grantee to use or disclose protected information in any manner that would not be permitted under law if done by Board.

e. Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination:

Upon completion, expiration, or termination of Agreement, Grantee shall return or destroy all protected information received from Board or created or received by Grantee for purposes associated with this Agreement. Grantee shall retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if Grantee is required by the applicable regulation, rule or statutory retention schedule to

retain beyond the life of this Agreement, Grantee shall extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as Grantee retains the protected information.

f. Sanctions:

In addition to acknowledging and accepting the terms set forth in this Agreement 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.

g. Additional Business Associate Duties:

To the extent Grantee handles protected health information in order to provide health care-related administrative services on behalf of Board and is a "Business Associate" of Board, as that term is defined in HIPAA, Grantee shall also:

- (1) Make available protected health information in accordance with 45 CFR §164.524.
- (2) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.
- (3) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of protected health information available to the other Party 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.
- (4) Comply with any and all other applicable provisions of the HIPAA Privacy Rule and Security Standards, including future amendments thereto.
- (5) Document such disclosures of protected health information and information related to such disclosures as would be required for Board to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (6) Provide to Board information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

8. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE

- a. Grantee shall comply with the Civil Rights Act of 1964, Executive Order No. 11246, the Minnesota Human Rights Act, and all applicable Federal and State laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. Grantee shall not discriminate in employment, facilities, or in the rendering of Grant Services hereunder on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin.
- b. Grantee shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all requirements imposed by applicable Federal regulations (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.

9. INDEPENDENT CONTRACTOR.

Grantee is an independent contractor and not an employee or agent of Board. No statement contained in this Agreement shall be construed so as to find Grantee to be an employee or agent of Board. Grantee, its officers, employees and agents shall be entitled to none of the rights, privileges or benefits of Board employees. Nothing contained herein is intended nor shall be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting Grantee, its officers, employees or agents, as the agent, representative or employee of Board for any purpose or in any manner, whatsoever.

10. SUBCONTRACTING AND ASSIGNMENT.

- a. Grantee shall not subcontract for the performance of any of Grantee's obligations under this Agreement without the prior written consent of Board, nor shall this Agreement be assigned without the prior written consent of Board. Any subcontract or assignment shall be subject to the legal, fiscal and programmatic requirements of this Agreement. Grantee shall continue to be responsible for the performance of the obligations of this Agreement despite any subcontract or assignment.
- b. Grantee shall provide all services required hereunder by and through its own employees. Grantee shall not provide any services hereunder by means of subcontracts with individuals or entities not regularly employed by Grantee without the prior written consent of Board.

11. CANCELLATION, DEFAULT AND REMEDY.

- a. This Agreement shall continue in effect until terminated by either party, with thirty (30) days advance, written notice delivered to the other party, served on the Director of Contract Services, Public Health and Human Services Department, Government Services Center, 320 West Second Street, Room 411, Duluth, Minnesota 55802 on behalf of Board and on the Manager, City of Duluth Workforce Development Division, 332 City Hall, 411 West First Street, Duluth, Minnesota 55802 on behalf of Grantee.

- b. In the event of default by Grantee, Board may cancel this Agreement immediately by sending written notice of cancellation to Grantee at its principal business address, notwithstanding the provisions of Paragraph 11-a, above. The failure of Grantee, including the failure of any employee of Grantee, to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not corrected within thirty (30) days of receipt of written notice of deficiency from Board.
- c. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of Board upon resolution of Board.
- d. It is understood and agreed that in the event that funding resources to Board are reduced, the obligations of each party hereunder may be modified or terminated.
- e. This contract may be extended for a period of three (3) months, at the option of Board. If Board desires to extend the term of the contract, it shall notify Grantee in writing at least twenty (20) days before the expiration of the contract. All terms of this contract shall remain in effect pending execution of a contract amendment, execution of a new contract or notice of termination as provided under section 11-a.

12. SINGLE INSTRUMENT, MODIFICATION, LEGALITY.

- a. It is understood and concurred that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements, negotiations, or understandings between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between Grantee and Board relating to the subject matter hereof.
- b. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when reduced to writing, duly executed by authorized representatives of the parties, and attached to the original of this Agreement.
- c. The provisions of this Agreement are severable. If a Court of Law holds any paragraph, section, subdivision, sentence, clause or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement which does not violate the above-referenced ruling.

13. FAIR HEARING, APPEAL.

Grantee shall maintain a fair hearing grievance procedure which shall insure prompt response to client concerns and shall include right of appeal by the client to Board. The decision of Board in any grievance appeal or the decision of the Commissioner of the Minnesota Department of Human Services (DHS) in the event that Board's decision is appealed, shall be binding on Grantee.

14. MAINTENANCE OF EFFORT AND EXPANSION OF SERVICES

Grantee certifies that the amount to be expended in this Agreement results in increased expenditures by Grantee for services of the type being purchased to individuals of the type included under the Agreement.

15. CONDITIONS OF THE PARTIES' OBLIGATIONS

a. In the event of a revision in Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties shall review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

b. Grantee agrees to cooperate fully with Board and its designated representatives in the development and implementation of Provider's services. Evaluative data collected shall be used by Board in its funding decisions and shall be shared with Grantee and the community.

16. PUBLIC INFORMATION.

Grantee agrees to identify Board as a funding source in any reports, news releases, public service announcements, or publications regarding Grantee programs funded by Board.

17. COMPLIANCE WITH INJURY PROTECTION PROGRAM (IPP) REQUIREMENTS

The contracted agency agrees to comply with Minnesota Statutes 2003, 256J.68 injury protection for work experience participants. The contracted agency shall perform all tasks necessary to implement IPP activities that relate to work site injury and subsequent referral of an injured participant to a medical provider for treatment of a possible work related injury or condition. The contracted agency shall also conduct activities necessary to properly process and submit an IPP claim. All IPP claims, medical provider bills, required forms and supporting documentation shall be forwarded to the County agency. Prior to assigning a participant to an unpaid work experience work site, the contracted agency shall ensure that: the program participant shall receive appropriate safety training and information required for this position and; the work site is in compliance with Occupational Safety and Health Administration (OSHA) and the Minnesota Department of Labor and Industry Safety Standards.

18. LIMITED ENGLISH PROFICIENCY CONTRACT LANGUAGE CLAUSE

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Section 602 authorizes and directs federal agencies that are empowered to extend federal financial assistance to any program or activity "to effectuate the provisions of section 601 by issuing rules, regulations, or orders of general applicability. Accordingly, Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP") was issued. 65 FR 50121 (August 16, 2000). Under the order, every federal agency that provides

financial assistance to non-federal entities must publish guidance on how their recipients can provide meaningful access to LEP persons and thus comply with Title VI regulations forbidding funding recipients from restricting an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives or the program as respects individuals of a particular race, color, or national origin.

Based on the above obligations, all vendors and contractors with service agreements with St. Louis County Public Health & Human Services (St. Louis County) must develop methods of delivering services to persons with LEP as well as train staff who work directly with persons with LEP.

IN WITNESS WHEREOF, Board and Grantee agree that this contract is effective from January 1, 2011 through December 31, 2011.

CITY OF DULUTH  
GRANTEE

ST. LOUIS COUNTY BOARD  
OF COMMISSIONERS

\_\_\_\_\_  
Don Ness, Mayor

\_\_\_\_\_  
Ann M. Busche, Director  
Public Health and Human Services Department

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

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

\_\_\_\_\_  
Jeffrey Cox, City Clerk

Approved as to form and execution:

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

\_\_\_\_\_  
Patricia I. Shaffer  
Assistant County Attorney

\_\_\_\_\_  
Wayne Parson, City Auditor

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

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

\_\_\_\_\_  
Don Hoag  
Workforce Development Division Manager

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

Approved as to form:

\_\_\_\_\_  
Gunnar Johnson, City Attorney

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

Federal Tax ID #41-6005105

## **MINNESOTA FAMILY INVESTMENT PROGRAM (MFIP), AND DIVERSIONARY WORK PROGRAM (DWP) GRANT SERVICES TO BE PROVIDED**

### **A. STATEWIDE MFIP EMPLOYMENT SERVICES:**

Services provided to assist MFIP participants to become employed or self-sufficient. These mandatory and supportive services include service coordination and case management functions, consultation and advocacy services, and activities associated with obtaining a job such as on-the-job training, work experience, educational activities, functional work literacy, and transportation assistance.

- Orientation
- Employability Services Overview
- Initial Assessment
- Job Support Plan
- Secondary Assessment
- Employment Plan
- Job Readiness
- Job Placement
- On-The-Job Training
- Coordination/Referral
- Grant Diversion Services
- Community Work Experience Program (including procedures for implementing the Injury Protection Program (IPP), as described in Exhibit A - MFIP)
- Functional Work Literacy Training

MFIP families must be participating in authorized activities which include: orientation, assessments, job search, job support, employment, employment and training, or social services approved in an employment or job search plan, or attendance at an appeal hearing.

The overall objective of MFIP Employment Services is to move MFIP families toward long-term economic self-sufficiency by utilizing the most direct path to unsubsidized employment.

The Provider of MFIP Services must be certified by the Minnesota Department of Jobs and Training as an Employment and Training Service Provider (ETSP) for the duration of this contract.

The general sequence of events in MFIP Employment Services follows:

- St. Louis County Public Health and Human Services Department (PHHS) determines eligibility for MFIP
- PHHS provides the job seeker with an orientation which includes MFIP program requirements
- The client is referred to an employment overview and selects a provider
- The job seeker has initial assessment and initial employability determination completed
- The client/provider complete a job support plan with eight- (8) week job search
- A secondary assessment is completed if the above plan is not successful
- An employment plan with steps to achieve the goal is negotiated

**ORIENTATION:** This shall state the need for immediate employment; work incentives; mandate to participate; consequences for failure to comply; rights, responsibilities, obligations; services available.

**EMPLOYMENT OVERVIEW:** Career Counselors shall focus on providing specific information of Employment Services and the Supportive Services available to help the participant transition to work. This shall also be an opportunity to repeat the very important message that “work pays”. Career Counselors shall convey the work focus of MFIP, the urgency and opportunity of obtaining employment, requirements for training, the expectation, rewards and supports of work, the range of allowable work activities, rights, responsibilities and obligations of participants, consequences for failure to meet requirements, family violence referral information, availability of childcare and health care programs.

**ASSESSMENT:** This procedure is a review and documentation of participants’ ability to obtain and retain employment, prior education and employment, and ability to communicate using the English language. The participant’s strengths, barriers and strategies for coping with issues that may interfere with finding employment and the provision of refresher courses as needed shall also be reviewed. This is completed for those job seekers who have barriers to employment that shall not be overcome by the allowable job search time and related support activities. For those that are unable to secure suitable employment in the allowable job search time, State authorized assessment tools such as the MFIP Self Screen and Brief Screening Tool for Special Learning Needs along with other assessments shall be administered by trained staff to assist in the identification of chemical and mental health issues, learning problems and various other issues. Participants shall be told the purpose of screening and how the information shall be used to identify and overcome barriers to employment. Utilizing the appropriate intervention level, those participants identified as needing a professional assessment shall be referred to a qualified professional.

**EMPLOYMENT PLAN:** This plan, developed under the guidance of a Career Counselor, includes the employment goal, activities and steps necessary to reach the employment goal, time frame necessary to achieve the goal, hours of participation and time line for each activity, expectations and measures used to determine satisfactory progress, meetings with the job counselor, documentation and verification requirements, and support services available. Activities may include continued job search, ESL, GED, work experience, On-the-Job Training (OJT), and short-term training. Whenever job search is included in an Employment Plan, participants shall be required to participate in a structured job search seminar developed by the City of Duluth Workforce Development Division, an important and central job search activity. It is a continuum of organized, intensive and supervised activities that help identify work skills, develop soft skills, build confidence and provide peer support.

**JOB READINESS:** These are activities that help prepare job seekers for work by assuring that they are familiar with general workplace expectations and exhibit work behavior/attitudes to compete in the labor market. Part of the Job Readiness activity shall include stand-alone workshops in addition to participation in the City of Duluth Workforce Development Division’s structured job search seminar that encompasses the many facets of the job search process.

**JOB PLACEMENT:** Job development and placement activities to solicit unsubsidized job openings from public or private employers shall be provided as available and needed. Job seekers shall be assisted in discovering job openings, marketing themselves, and in securing job interviews for job seekers when needed.

**ON-THE-JOB TRAINING (OJT):** Permits voluntary participation by MFIP recipients. Payments are made to employers for ongoing job training costs that, during the period of training, must not exceed 50% of the wages paid by the employer to the participants. The payments are deemed to be in compensation for the extraordinary costs associated with the lower productivity of the participant during training. The limit on the length of OJT training would be based on the complexity of the job and the participant's previous work experience and training. Placement in an on-the-job training position with an employer is contingent upon the employer agreeing to retain the person upon satisfactory completion of the OJT training.

**COMMUNITY WORK EXPERIENCE PROGRAM (CWEP):** Helps participants achieve self-sufficiency by enhancing their employability through meaningful work experience and development of job skills. CWEP placements can be used in conjunction with skills training, job search, and job readiness. To the extent possible, prior training and experience of a recipient shall be used in making appropriate work experience assignments. CWEP may be used for a particular participant after exhausting other employment and work activity options. Career Counselors assist in the placement and monitor the job seekers' progress. Work sites developed under this section are limited to projects that serve a useful public service such as health, social service, environmental protection, education, urban and rural development and redevelopment, welfare, recreation, public facilities, public safety, community service, service to aged or disabled citizens, and child care. If a CWEP placement is secured, the Employment Plan must be reviewed at least each six (6) months of participation and be revised as necessary. All clients who participate in the CWEP shall be covered by the Injury Protection Program (IPP).

**TRAINING/EDUCATION:** This activity includes funding training programs with a proven benefit to clients with little or obsolete skills. In order to receive funding for training, clients are required to do a fair amount of research on their desired occupation before approval is granted. All clients requesting training funds complete a standard 'Request for Training' form which requires the following information: (1) the job they are seeking and if training is necessary to obtain this job; (2) a list of training options including where training is available; (3) the result and length of training; (4) average class sizes and program cost; (5) start and end date of preferred training option; (6) the reasons for selecting the school; (7) documentation on wages before and after training; (8) where full-time jobs are available; (9) projected job growth; and (10) skills required to perform the job. Clients then sign the form attesting their work goals can only be met with the training, they can meet the entrance requirements of the program, they are likely to finish the training based on assessments, previous education, work history and motivation, and when they finish training they intend to enter full-time employment in the field of training. This procedure ensures that the client is fully aware of the labor market information and opportunities surrounding a particular program and also that the proposed training meets the needs of the client. Short-term training is preferred, but with adequate documentation, programs up to 24 months can be considered. Clients shall be notified of the requirement to work a minimum of 20 hours while attending school. Employment must be secured before the start of the training program.

**ADULT BASIC EDUCATION/REMEDIAL TRAINING:** For clients testing at a reading and/or math proficiency below the eighth grade level, referrals to instructing entities shall be made as appropriate: basic education instruction shall provide these skills for the first time, and remedial education shall involve repetition of such instruction previously given to the client.

**VOLUNTEER/COMMUNITY SERVICES:** Clients shall be strongly encouraged to participate in volunteer and community service as a means to gather work skills and experience. Volunteer service is initiated by the client themselves and shall improve a participant's employability and assist them to move into regular employment.

**UNPAID WORK EXPERIENCE:** Unpaid work experience is an agency-initiated placement in a public, non-profit or private sector work site. Unpaid work experience shall be developed based on the opportunity to gain marketable skills and experience. The Injury Protection Program (IPP) shall cover participants who become injured while performing work under unpaid work experience.

**SELF EMPLOYMENT INVESTMENT DEMONSTRATION (SEID):** The activity involves referral to local entrepreneurial agencies for those clients who express a clear interest in starting their own business. This activity may include technical advice and training in small business development and assistance in securing seed capital for start-up costs. Activities designated as part of an approved SEID initiative shall be included on the Employment Plan.

**COORDINATION:** Career Counselors shall coordinate with, and refer job seekers to, other community agencies or groups for training, social and support services.

These services shall be provided in a manner that complies with the Employment and Training Program Sections of the current Local Service Unit Plan for St. Louis County and State Policy as specified in relevant DHS/DEED Instructional Bulletins.

**B. THE DIVERSIONARY WORK PROGRAM (DWP):**

Employment Services (ES) providers must meet with DWP job seekers that are referred to ES within ten (10) days of the DWP participant's referral to ES.

The ES provider and job seekers must complete an initial employment plan within this ten (10) days.

The ES provider must notify the County financial worker (FW) within one (1) day that the employment plan has been completed.

The ES provider administers a work focused DWP-ES program with employment as the primary goal of the program.

The ES provider should complete employment plans that are based on a job seeker's strengths.

The ES provider should have, to the extent possible, a structured job search component that is intensive (i.e. full-time) and mirrors work place behavior (expects job seekers to arrive on a timely basis, dress appropriately, complete assignments, etc.)

When appropriate, a job seeker's employment plan should address non-work issues such as securing housing or child care, plus any health or disability issues, which would delay or prevent the job seekers from being fully engaged in work activities.

The ES provider monitors job seeker participation and progress and apply sanctions (which result in disqualification from DWP when appropriate.)

**MFIP AND DWP FAMILIES** who are working or in job search and have received MFIP assistance in at least three (3) of the last six (6) months prior to their case closing, may be eligible for **Transition Year Benefits**. Funding comes from State and Federal sources.

**C. FAMILY STABILIZATION SERVICES (FSS):**

Case management of FSS shall be the responsibility of ES providers and the regional Integrated Services Project (ISP) shall serve as the primary referral source. Job counselors shall conduct assessments on each intake, as is already done with all MFIP clients, and shall maintain monthly contact with FSS clients from then on. Ongoing communication between financial workers, job counselors, and ISP advocates shall be required. The employment plan developed by the job counselor for FSS clients shall include assessment of strengths and barriers, identification of specific family circumstances that impact the plan, employment goals, when appropriate, appropriateness of referral to the ISP project, and identification of services, supports, education, training, and accommodations, as appropriate; the plan shall be reviewed by job counselors every six (6) months to determine the need for additions, deletions, or revisions.

**CUMULATIVE BUDGET BY MONTH**  
**Minnesota Family Investment Program**  
**(including Family Stabilization Services),**  
**Diversionsary Work Program**

Organization: City of Duluth Workforce Development Division  
 Contract Period: January 1, 2011 – December 31, 2011  
 Consolidated Fund Budget Total: \$1,010,207 (MFIP & Diversionsary Work Program)

**Diversionsary Work Program:**

	<b>Jan 11</b>	<b>Feb 11</b>	<b>Mar 11</b>	<b>Apr 11</b>	<b>May 11</b>	<b>Jun 11</b>
<b>Program</b>	11,745	23,490	35,235	46,980	58,725	70,470
<b>Admin</b>	1,725	3,450	5,175	6,900	8,625	10,350
<b>Total</b>	13,470	26,940	40,410	53,880	67,350	80,820

	<b>Jul 11</b>	<b>Aug 11</b>	<b>Sep 11</b>	<b>Oct 11</b>	<b>Nov 11</b>	<b>Dec 11</b>
<b>Program</b>	82,215	93,960	105,705	117,450	129,195	140,938
<b>Admin</b>	12,075	13,800	15,525	17,250	18,975	20,695
<b>Total</b>	94,290	107,760	121,230	134,700	148,170	161,633

**MFIP:**

	<b>Jan 11</b>	<b>Feb 11</b>	<b>Mar 11</b>	<b>Apr 11</b>	<b>May 11</b>	<b>Jun 11</b>
<b>Program</b>	61,660	123,320	184,980	246,640	308,300	369,960
<b>Admin</b>	9,054	18,108	27,162	36,216	45,270	54,324
<b>Total</b>	70,714	141,428	212,142	282,856	353,570	424,284

	<b>Jul 11</b>	<b>Aug 11</b>	<b>Sep 11</b>	<b>Oct 11</b>	<b>Nov 11</b>	<b>Dec 11</b>
<b>Program</b>	431,620	493,280	554,940	616,600	678,260	739,925
<b>Admin</b>	63,378	72,432	81,486	90,540	99,594	108,649
<b>Total</b>	494,998	565,712	636,426	707,140	777,854	848,574

## **ELIGIBILITY FOR MFIP-DWP GRANT SERVICES**

The participant has the responsibility of requesting and obtaining eligibility determination criteria from the St. Louis County Public Health and Human Services Department (PHHS) before utilizing services. Once the participant has completed the MFIP application procedure, PHHS shall determine MFIP eligibility in accordance with applicable Federal and State law. PHHS shall decide the eligibility of a participant within thirty (30) days of application for eligibility determination. The participant shall be notified of his/her eligibility status and shall be referred to Provider within the said thirty (30) day time period. The City of Duluth Workforce Development Division shall confirm that a participant is eligible for MFIP and is thus eligible to receive service prior to providing service. MFIP registrants are defined as persons who have applied for MFIP services and payments and who have been determined eligible by Board for those services and payments. Board shall not be responsible for services provided to clients prior to eligibility determination.

Any change in eligibility shall initiate a notice by either Board or Grantee within thirty (30) days to the other party. The participant shall remain eligible for Provider's services for six (6) months after termination from MFIP.

## **REPORTING REQUIREMENTS / PAYMENT PROCEDURES**

### **I. Fiscal Expenditure Report**

- A. Grantee shall submit signed expenditure reports monthly substantiating the expenditures of MFIP-DWP funds in accordance with the Grant Agreement.
- B. Changes in line item categories in excess of 10% shall be reviewed to assure that the intent of service delivery has been maintained in accordance with the Grant Agreement.
- C. All changes from the operational categories to the non-operational category requires prior approval by the St. Louis County Public Health and Human Services Department.
- D. Grantee agrees to maintain additional statistical reports, including records of MFIP-DWP participants served, services received by each participant, and the cost of such services, and to provide such reports to Board or its representatives, as requested.
- E. Grantee shall have an independent audit completed that complies with the requirements of a subgrantee under OMB Circular A-133 by an entity qualified to perform such audits. The audit report, including the management letter, shall be forwarded to Board within thirty (30) days following its completion

### **II. Program Report**

- A. Grantee shall maintain monthly statistical reports.
- B. Grantee agrees to cooperate with Board in implementation of quantitative and qualitative evaluation of Grant Services.

### **III. Billing**

- A. The signed voucher with attached expenditure report shall serve as Grantee's billing.
- B. All Grant funds must be expended and billed by December 15, 2011.

### **IV. Method of Payment**

- A. An advance of 25% from the MFIP Consolidated Fund Grant shall be made after the contract is fully executed.
- B. Payments shall be made monthly after the contract is fully executed.

## **CLIENT-FOCUSED OUTCOMES**

The ultimate goal for all MFIP clients is attaining employment leading to self-sufficiency. This shall be accomplished through the activities and services outlined in Exhibit A.

Client focused outcomes leading to this ultimate goal of self-sufficiency include:

- Awareness of the labor market and opportunities it holds
- An advanced level of skill in job search activities
- A higher self-awareness and confidence from fully understanding the steps to self-sufficiency
- Knowledge of the supports available to maintain self-sufficiency

**Questionnaire for Access to SMI and SIR**

- (a) Full Name:**
- (b) Position**
- (c) Supervisor's Name**
- (d) Work Location (building)**
- (e) ISP Associated with (agency name)**
- (f) County Associated with**
- (g) Do you have access to MNet?**
- (h) Do you have an X1 ID? (If so and known, please list)**
- (i) Can you bill MMIS?**