



### STUDENT TUITION CONTRACT

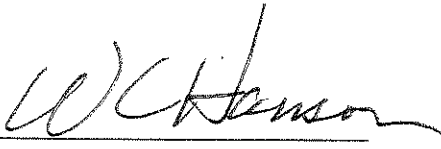
**WHEREAS**, Independent School District No. 4151, EdVisions Off-Campus High School (District 4151) is a public school in the state of Minnesota desiring to purchase educational services from Independent School District No. 709, to provide for the educational needs of District 4151 students desiring to take a class at the High School located in Independent School District 709.

**WHEREAS**, District 709 is willing to make available its program to one District 4151 student for the 2016-2017 school year.

**THEREFORE**, it is mutually agreed for the consideration stated herein as follows:

1. District 709 shall permit District 4151 student Harrison Dudley to register in, attend class at, and earn credit from District 709 as a tuition student, while remaining enrolled full-time at District 4151.
2. District 4151 shall pay tuition to District 709 based on the number of credits earned while registered at District 709. The tuition shall be \$606.70 per semester class, billable as credits are completed (semester or less frequently). Based on information from Harrison, District 4151 anticipates paying for one year-long class, and one semester long class for the school year. The tuition amount is based on the \$6067.00 formula amount from the state, 1.2 weighting, District 709 students taking 6 classes per year and divided in half for a semester. ( $\$6067 * 1.2 / 6 / 2$ ) This cost reflects that the enrolling district (District 4151) will not be keeping the 12% administration fee typical of OLL billing agreements.
3. District 709 will provide official documentation of course and Standards completion.
4. District 4151 will be responsible for any and all Special Education, extracurricular, and administrative costs.

The parties have executed this Agreement on this 15th day of September 2016

  
\_\_\_\_\_  
ISD No. 709 Superintendent - Bill Cronseth  
*CFD* *HANSON*

  
\_\_\_\_\_  
ISD No. 4151 Co-Director - Gigi Dobosenski

## STATE OF MINNESOTA ANNUAL PLAN AGREEMENT

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between **ISD 709 – Duluth Public Schools** (“Contractor”) whose designated address is 215 North First Avenue East, Duluth, MN 55802, and Minnesota Department of Education (“State”) whose designated business address is 1500 Highway 36 West, Roseville, MN 55113.

Pursuant to Minnesota Statutes Section 15.061 the State is empowered to enter into professional/technical Agreements.

By written acceptance below, the Contractor agrees to perform the following work:

1. Provide participant planning for program implementation to develop and expand high quality experiential learning and career development programs to Pre-K through Grade 12 Students with the local districts via the Carl D. Perkins consortium in Minnesota.
2. Key areas of focus will include Career and Technical Education Course Work as follows:
  - A. Form a work-based learning/intern advisory board for the city of Duluth and have the board complete two visits to exemplar state programs in Special Education, Center for Advanced Professional Studies (CAPS) and Step-Up.
  - B. Program activities and locations will be determined and agreed to by both parties in writing between the dates of September 19, 2016, and November 1, 2016.
3. District will submit a final summary of activities that will be due to MDE no later than November 3, 2016, for review and approval. The summary will include activities performed, materials developed and objectives accomplished.

The contractor will be paid a lump sum of **\$2,500.00** upon completion of the above services for a grand total not to exceed **\$2,500.00**.

1. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 2(10), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.
2. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.

4. **Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

5. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.

6. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. **Accessibility Standards** Contractor agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

<http://mn.gov/mnit/programs/accessibility/>

A. Contact the MDE Communication Office at [mde.contactus@state.mn.us](mailto:mde.contactus@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.

10. **Other Provisions** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- A. Use only print-quality department logo. Request a copy from [mde.contactus@state.mn.us](mailto:mde.contactus@state.mn.us)
- B. Copy must follow latest edition of the AP (Associated Press) Stylebook.
- C. Video content must be open or closed captioned.
- D. Copy must be free of typographical and grammatical errors.

- E. Font size will be, minimally, 12 pt. Times Roman, 11 pt. Arial, or comparable size.
  - F. Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
  - G. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
  - H. Please direct questions regarding printed material to the Authorized Representative for this Agreement.
- 11. Plain Language** Contractor must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
- A. Use language commonly understood by the public;
  - B. Write in short and complete sentences;
  - C. Present information in a format that is easy-to-find and easy-to-understand; and
  - D. Clearly state directions and deadlines to the audience.
- 12. Authorized Personnel**
- A. MN Department of Education's Authorized Representative is:  
Michelle Kamenov, Career Development and CTE Supervisor  
[michelle.kamenov@state.mn.us](mailto:michelle.kamenov@state.mn.us)  
651-582-8434
  - B. Contractor's Authorized Representative is:  
Bradley Vieths  
[Bradley.vieths@isd709.org](mailto:Bradley.vieths@isd709.org)  
218-336-8711 ext. 1031
- 13. Term of Agreement and Payment Information**
- A. Agreement Begin Date: **September 22, 2016**, or the date the State obtains all required signatures under Minn. Stat. . § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Annual Plan is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
  - B. Agreement End Date: **November 4, 2016**
  - C. The Contractor must sign its approval in the designated signature block and return the original signed Agreement as a reply to the original email, prior to the commencement of services.
  - D. The total amount that the State agrees to pay for services is not to exceed **\$2,500.00**
  - E. The total amount that the State agrees to pay for this annual plan is not to exceed **\$2,500.00**.
  - F. Contractor must submit **one invoice** and report detailing effort and outcomes upon completion of the above services, which is due no later than **November 10, 2016**, to Accounts Payable.
  - G. Invoice must include the following information:
    - i. MDE's Authorized Representative's name
    - ii. The Purchase Order (PO) and Contract number
    - iii. Dates of service
    - iv. Itemized expenses with original receipts (if applicable) and corresponding amounts
    - v. The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Contract number.
    - vi. The preferred method of obtaining an invoice from a vendor is by email.

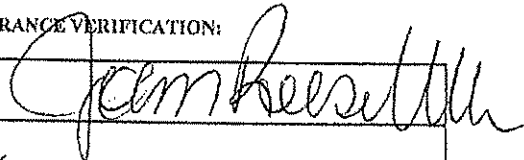
**Submit invoices via email to Accounts Payable:**

MN Department of Education  
Accounts Payable Department  
[MDE.AccountsPayable@state.mn.us](mailto:MDE.AccountsPayable@state.mn.us)

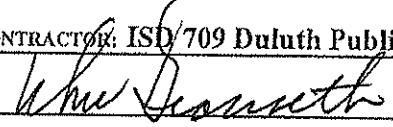
vii. **Should an invoice need to be submitted via U.S. Mail, please use the following address:**

MN Department of Education  
Attn: Accounts Payable Department  
1500 Highway 36 West  
Roseville, MN 55113-4266

**1. ENCUMBRANCE VERIFICATION:**

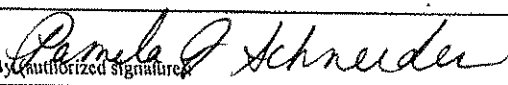
Signed: 
Date: 9-21-16
Annual Plan T-number: 17A37 Purchase Order (PO) number: 3000014018

**2. CONTRACTOR: ISD 709 Duluth Public Schools**

By: 
Title: Supt
Date: 09/22/16



**3. STATE AGENCY:**

By:  <small>Authorized signature</small>
Title: Acctg Operations Mgr.
Date: 9-23-16

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN  
ISD 709 ADULT BASIC EDUCATION  
AND  
CITY OF DULUTH  
FOR THE  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
WORKFORCE DEVELOPMENT DIVISION  
  
HEALTH CAREER PATHWAYS**

**THIS AGREEMENT**, effective as of the date of attestation by the City Clerk ("Effective Date"), by and between the **CITY OF DULUTH**, (the "City"), and **ISD 709 ADULT BASIC EDUCATION**, (the "Grantee").

**WHEREAS**, the City has entered into a Master Grant Agreement with the State of Minnesota, acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED") to apply for and receive funds to provide employment and training services offered through the City's Workforce Development Center; and

**WHEREAS**, under the Master Grant Agreement, in cooperation with Grantee, the City applied to and received approval for funds in the amount of Seventy-Two Thousand Four Hundred Twenty-Seven Dollars and no/100 (\$72,427.00) from DEED under its Pathways to Prosperity Program (the "Program Grant") to support healthcare industries' workforce needs and address employment disparities in Duluth and northeast Minnesota. This program will prepare individuals with the skills needed to enter into employment in the healthcare field and/or access additional education ("the Project"). The Project Specific Plan ("PSP") is attached as *Exhibit A* and the grant award letter is attached as *Exhibit B*; and

**WHEREAS**, the City desires to award a portion of the Program Grant (the "Subgrant") to Grantee, and Grantee agrees to accept and utilize such proceeds for the Project.

**NOW, THEREFORE**, the parties agree to the following terms:

1. **AWARD.** The City awards a Subgrant to Grantee in the amount of Six Thousand Three Hundred Seventy-Nine Dollars and no/100<sup>th</sup> (\$6,379.00) for Grantee's performance of its obligations under the Program Grant including:
  - A. Perform the duties specified in the Work Plan, which is attached as *Exhibit C* and incorporated into this Agreement.
  - B. Provide quarterly reports two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce 1 reporting and the Healthcare Careers Healthcare Project data.
  - C. Submit invoice outlining services provided with supportive documentation to City Manager on a quarterly basis. Examples of documentation for services include detailed receipts and timesheets.
  - D. Coordinate with City staff on scheduling for services and/or workshops.
  - E. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
  - F. Develop and maintain ongoing communication with City staff.

Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Program Grant may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Program must be approved in writing by the City and DEED.

**2. PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the Master Grant Agreement and/or Project Specific Plan. Grantee's default under the Project Specific Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Agreement.

**3. TIME OF PERFORMANCE.** Grantee must start the Program upon execution of this Agreement and complete the Program on or before December 31, 2017. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

**4. CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

- A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(G) herein.
- B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.

**5. DISBURSEMENT.** It is expressly agreed and understood that the City will pay Grantee under this Agreement \$3,316 in the SFY 2016 and \$3,063 in SFY 2017 with the total amount not to exceed \$6,3790.00. City will pay Grantee for all services performed under this Agreement as specified in the Budget Narrative, attached hereto as **Exhibit D**. Grantee's proposed budget is attached as **Exhibit E**. Invoices can be submitted on a monthly basis, but must be submitted quarterly. Quarterly due dates are as follows:

- September 15, 2016
- February 15, 2017
- June 15, 2017
- October 15, 2017

Payment for services will be sent within 45 days of receipt of invoice.

**6. NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

*City:* City of Duluth  
Manager, Workforce Development  
402 W. 1<sup>st</sup> Street  
Duluth, MN 55802  
218-730-5241  
Attn: Paula Reed

**GRANTEE:** ISD 709 Adult Basic Education  
Attn: Patricia Fleege, Program Director  
215 N 1<sup>st</sup> Avenue East  
Duluth, MN 55802  
218-722-8985

**7. GENERAL CONDITIONS.**

**A. General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.

**B. Civil Rights Assurances.** Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

**C. Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Grantee is an independent contractor.

**D. Liability.** Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

**E. Indemnification.** Grantee will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Grantee arising from the performance of this Agreement by Grantee, or its officers, agents or employees



**F. Workers' Compensation.** The Grantee must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.

**G. Insurance.** Grantee shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein.

Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

## **8. ADMINISTRATIVE REQUIREMENTS.**

**A. Accounting Standards.** The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

### **B. Records.**

1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Grantee has completed the Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.

2. *Inspections.* All Grantee records with respect to any matters covered by this Agreement must be made available to the City, DEED or their designees at any time during normal business hours, as often as the City or DEED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Agreement and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.

4. *Data Practices Act* The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.

5. *Close-Outs*. The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

C. **Payments**. The City will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.

D. **Procurement**. The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.

#### 9. MISCELLANEOUS.

A. **Assignability**. The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

B. **Copyright**. If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or DEED reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

C. **Relationship of the Parties**. It is agreed that nothing herein contained in intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or an constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

D. **Governing Law**. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.

E. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.

10. **ENTIRE AGREEMENT**. This Agreement contains all negotiations and agreements between City and Grantee. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**CITY OF DULUTH**

**ISD 709 ADULT BASIC EDUCATION**

By \_\_\_\_\_  
Mayor

By W. C. Hanson

Attest:

Its: CFO

\_\_\_\_\_  
City Clerk  
Date Attested: \_\_\_\_\_

By: \_\_\_\_\_

Countersigned:

Its: \_\_\_\_\_

\_\_\_\_\_  
City Auditor

As to form:

\_\_\_\_\_  
City Attorney

**ATTACHMENTS**

**Exhibit A:** Project Specific Plan

**Exhibit B:** Award Letter

**Exhibit C:** Work Plan

**Exhibit D:** Budget Narrative

**Exhibit E:** Grantee's Budget

# EXHIBIT A

## STATE OF MINNESOTA PROJECT SPECIFIC PLAN ORIGINAL CONTRACT

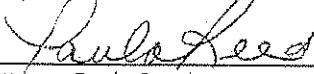
Master Contract #: DULUTH2013M  
 Term of Master Contract: 4/1/2013-3/31/2018  
 Master Supplier Contract #: 71585  
 Contract ID #: 6047900

GRANTOR / STATE	GRANTEE
MN Department of Employment and Economic Development Workforce Development Division 1 <sup>st</sup> National Bank Building 332 Minnesota Street – Suite E200 Saint Paul, MN 55101-1351	City of Duluth – WDA 4 Workforce Development Division 411 West 1 <sup>st</sup> Street Duluth, MN 55802
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
Name: John Vo Title: Adult Career Pathways Coordinator Telephone Number: (651) 259-7571 Email: John.Vo@state.mn.us	Name: Paula Reed Title: Manager, Workforce Development Telephone Number: 218-730-5241 Email: preed@duluthmn.gov

Required Attachments: Attachment 1: Work Plan  
 Attachment 2: Budget  
 Attachment 3: Terms and Conditions

### SUBMITTED BY GRANTEE:

I certify that the information contained in the attached Work Plan and Budget, labeled attachment 1 and Attachment 2 respectively, is true and accurate to the best of my knowledge and that I submit this Project Specific Plan on behalf of the Grantee.

(Signature) 

Date: 6/22/16

Printed Name: Paula Reed  
 Title: Manager, Workforce Development

### APPROVED BY (GRANTOR / STATE)

I have reviewed and approved the attached Project Specific Plan which is referenced in and incorporated as an amendment to the Master Grant Contract indicated herein.

(Signature) 

Date: 6/23/16

Printed Name: Richard Caligiuri  
 Title: Interim Director, Workforce Development Division  
 Agency: Minnesota Department of Employment and Economic Development

### FOR DEED OFFICE USE ONLY

Program Name: Pathways to Prosperity SFY 2016

Contract Start Date:	<u>5/01/2016</u>	Original Contract Amount:	<u>\$36,213.00</u>
Contract End Date:	<u>12/31/2016</u>		
Match/Leverage Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	SWIFT Contract ID	SWIFT PO Number #	
	<u>110859</u>	<u>3-254998</u>	
Program Coordinator	NGA Number	SWIFT Vendor Number + Location	Procure-It #
John Vo	<u>16-4</u>	<u>0000197681-001</u>	<u>19233</u>

AFS Signature: 

Encumbrance Date: 06/22/2016

(Not Applicable at this time)

NGA # 16-4

### Notice of Grant Action (NGA)

Minnesota Department of Employment and Economic Development  
 Master Grant Agreement #DULUTH2013M  
 SC #71585  
 Effective Master Grant Agreement Date: June 20, 2013 - March 31, 2018  
 Master Grant Agreement #DULUTH2016M  
 SC #169704  
 Effective Master Grant Agreement Date: July 20, 2016 - June 30, 2021  
 DUNS #077627863

GRANTOR-STATE: MN Dept of Employment and Economic Development  
 Workforce Development Division  
 1st National Bank Building  
 332 Minnesota Street, Suite E200  
 Saint Paul, MN 55101-1351

GRANTEE:  
 City of Duluth  
 Workforce Development  
 WDA #4  
 402 West First Street  
 Duluth, MN 55802-1102

### FUNDING SUMMARY

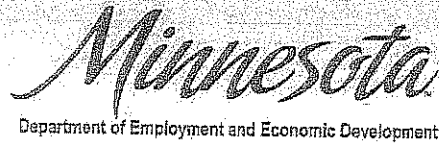
1 Title ID/Name	2 Performance Period	3 Grant ID #	4 Prior Level	5 Obligation with this Action	6 New Level	7 Total Award/Amount	8 CFDA #	9 CFDA Name	10 DEED USE	
									SWIFT P.O. #	SWIFT Contract ID
<u>FEDERAL</u>										
WIOA Youth	04/01/2016 - 03/31/2018	6043600	\$289,831.00	\$0.00	\$289,831.00	\$289,831.00	17-259	WIOA Youth	1	3-248384 108209
<u>OTHER</u>										
MN Youth Program	07/01/2016 - 06/30/2017	7046400	\$120,020.00	\$0.00	\$120,020.00	\$120,020.00	N/A	N/A	2	3-254205 110531
Youth Competitive Grants	07/01/2016 - 06/30/2017	7048801	\$80,000.00	\$0.00	\$80,000.00	\$80,000.00	N/A	N/A	2	3-254163 110431
HECAP	07/01/2016 - 06/30/2017	7046301	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00	N/A	N/A	2	3-253733 110172
State Dislocated Worker Program (DWP)	07/01/2016 - 06/30/2018	6048500	\$146,442.00	\$0.00	\$146,442.00	\$146,442.00	N/A	N/A	3	3-256338 111364
Pathways to Prosperity (P2P)	05/01/2016 - 12/31/2016	6047900	\$0.00	\$36,213.00	\$36,213.00	\$36,213.00	NA	N/A	4	3-254998 110659
SFY 2016 - Round 2, Year 1			\$651,293.00	\$36,213.00	\$687,506.00	\$687,506.00				
<b>TOTAL</b>										

*Shelley Landgraf*  
 Shelley Landgraf, Director  
 Workforce Development Division, Fiscal Planning/Monitoring Activities

DATE ISSUED: 7-26-2016

The approved Project Specific Plan, along with this NGA, and attached workplan is releasing funding under the DULUTH2013M and DULUTH2016M State/Federal Master Grant Agreement with DEED. See Attachment 3 for DEED's Contacts and Additional Terms and Conditions.

For questions, contact Shelley Landgraf at 651-259-7580 or shelley.landgraf@state.mn.us



April 21, 2016

Ms. Paula Reed  
 Director  
 City of Duluth  
 411 W. 1st St.  
 Duluth, MN 55802

Dear Ms. Paula Reed,

Congratulations! I am writing to inform you that your agency's proposal Health Career Pathways Project has been selected for funding under the MN Pathways to Prosperity (P2P) SFY 2016 Request For Proposals.

Your total grant award is \$72,427. In order to meet diverse needs across the state, we are funding your proposal at a lower level than requested. This was done to better serve disparate communities and to reach across diverse industry sectors. We are very pleased that your proposal will help Minnesota better prepare workers for career pathway opportunities across the state.

DEED received 38 applications from across the state, requesting a total of \$6.6 million, \$4 million more than we had available, reflecting a significant demand for career pathway programs. All applications were reviewed by a diverse, multi-agency team representing the Career Pathway Model. Funding decisions were based on a fair and standard scoring system, reflective of the goals of the initiative. We were especially pleased to see the number of applications that included an emphasis on efforts demonstrating commitment to Pathways to Prosperity including:

- Programs aligned with the skill needs of targeted industries and occupations in demand
- Preparing an individual to be successful in obtaining a secondary and post-secondary education credential through clearly defined partnerships with educational institutions
- Programs targeting populations with barriers to employment, including individuals of color, experiencing housing insecurity, with a criminal record, lacking a high school diploma or equivalent, with disabilities, unemployed for 26 or more consecutive weeks, and possessing inadequate language or math skills
- Programs including contextualized remedial adult education, that include a commitment from an ABE provider
- Organizing education, training, and other services to meet the needs of an individual that accelerates education and career advancement, with clear roles for specified education and training providers
- Helping an individual advance within a specific occupation or occupational cluster, with specified employers committed to hiring individuals into jobs in that industry
- Strong and defined partnerships with key community-based organizations to align services to meet the needs of the people served
- Providing navigation wrap-around supportive services for program participants to break down barriers to employment and progress along a career pathways continuum

As part of an effort to continually improve our processes, your organization will receive a survey seeking your feedback around the competitive grant process. We also intend to provide training and capacity building

# Minnesota

Department of Employment and Economic Development

opportunities for Pathways to Prosperity programming, we will keep you informed of these opportunities as they develop.

Staff from the Workforce Development Division Adult Career Pathways Unit will be in contact with you to begin the contracting process. Questions should be directed to Nola Speiser ([Nola.Speiser@state.mn.us](mailto:Nola.Speiser@state.mn.us)) and John Vo ([John.Vo@state.mn.us](mailto:John.Vo@state.mn.us)).

Lastly, I'm excited to tell you that Governor Dayton has proposed \$4.1 million in additional funds for the Pathways to Prosperity program in his 2016 supplemental budget. As an organization dedicated to this work, I hope you'll join me in supporting the Governor's proposal. I'm certain the legislature would benefit by hearing from organizations like yours about how state resources help to provide services for people facing barriers to employment. Your thoughts and collaboration is very important and valued.

Congratulations once again on your successful application. Thank you for your commitment to Minnesota's workforce!

My best regards,

*Katie Clark Sieben*

Katie Clark Sieben  
Commissioner

# EXHIBIT C

Date: May 12, 2016

## City of Duluth UPDATED

### Form 2: Pathways to Prosperity Performance Outcomes Calculator

Fill in the yellow cells below with your best estimate of project participant outcomes. Only count those participants who will be served with the grant funds you're requesting. **Double-click on the cell to open the imbedded excel document, and then input your figures.** Based on the data you enter in the yellow cells, your outcomes will automatically populate in the gray chart below.

Program Participants	Entire Grant Period
A) How many individuals will you serve through this grant?	18
1) Of these, how many individuals will be unemployed at enrollment into this grant?	13
2) Of these, how many individuals will enter credentialed training through this grant?	13
3) Of these, how many individuals will increase their basic skills acquisition?	16
4) Of these, how many individuals will exit into employment?	14
B) How many individuals (from A2) will earn a credential?	11
C) How many individuals (from A1) will exit into employment?	11
D) How many individuals (from A4) will still be working 6 months after exit?	9
E) What is the average annual salary of exiters into employment?	\$27,040
F) The total amount of DEED funds requesting	\$72,427

View Projected Performance	
DEED Performance Metrics	Projected Performance
Entered Employment Rate (C/A1)	84.62%
Employment Retention (D/A4)	64.29%
Average 6-Month Earnings (E/2)	\$ 13,520.00
Credential Attainment (B/A)	61.11%
Credential Attainment Among Trainees (B/A2)	84.62%
Cost Per Participant (F/A)	\$ 4,023.72
Cost Per Placement (F/A4)	5173.357143
Cost Per Credential (F/B)	\$ 6,584.27



**FORM 4: Participant Plan by Quarter**  
**CITY OF DULUTH - UPDATED**

Date: May 12, 2016

Quarters:	1	2	3	4	5	6
Qtr start/end:	5/1/16-9/30/16	10/1/16-12/31/16	1/1/17-3/31/17	4/1/17-6/30/17	7/1/17-9/30/17	10/1/17-12/31/17
Total Enrollments	6	13	18	18	18	18
Total Credential Obtained	0	0	0	0	9	12
Entered Employment	0	0	2	4	9	12
Exits to Employment	0	0	0	4	9	12
All other Exits	0	1	2	3	5	7
Total Exits	0	1	2	8	14	18

### FORM 5: Partnership Chart

Date: January 19, 2016

The information contained in this chart should support the Work Plan as explained in the narrative. Only those organizations which have already committed resources, staff and time (or are prepared to do so) should be listed.

A Letter of Commitment MUST be included in the application from each person or organization listed below.

Type of Organization	Name and Address of Organization	Type of Commitment: (time, staff, resources, space, referrals, etc.)	Key Contact Person and Telephone Number	Letter Enclosed (Required)
Local Workforce Development Area	Duluth Workforce Development 402 W 1 <sup>st</sup> Street Duluth, MN 55802	Staff time to administer and coordinate grant activities, facilitate connectivity among partners, monitor progress, complete and submit reports  Staff time to serve on the Integrated Resource Team  Staff time to recruit, orientate, screen and enroll participants  Staff time and resources to provide Pre-employment, 1:1 Career Navigation and Employment Placement and Retention services to participants as outlined in the narrative  Staff time and resources to provide Employment Placement & Retention services to participants  Staff time and resources to input and track client data and progress and ensure smooth delivery of services	Paula Reed Manager 218.730.5241	Yes

<p><b>CBO serving low-income and underserved populations</b></p>	<p>SOAR Career Solutions 205 W. 2<sup>nd</sup> Street, # 101 Duluth, MN 55807</p>	<p>Staff time to serve on the Integrated Resource Team</p> <p>Staff time to recruit, orientate, screen and enroll participants</p> <p>Staff time and resources to provide Pre-employment, 1:1 Career Navigation and Employment Placement and Retention services to participants as outlined in the narrative</p> <p>Staff time and resources to provide Employment Placement &amp; Retention services to participants; and</p> <p>Staff time and resources to input and track client data and progress and ensure smooth delivery of services.</p>	<p>Emily Edison Executive Director 218.625.2412</p>	<p>Yes</p>
<p><b>Adult Basic Education – Public Schools</b></p>	<p>Adult Basic Education 215 N First Ave E Duluth, MN 55802</p>	<p>Staff time to monitor grant and establish recording structure and data</p> <p>Staff time to assess client pool</p> <p>Staff time to create and modify curriculum</p> <p>Staff time to deliver bridge curriculum and conduct post assessment</p> <p>Staff time to integrate with LSC instructors in delivery of curriculum, open lab support, etc.</p> <p>Staff time to support clients intending to continue to LSC by instructing in Accuplacer prep</p>	<p>Patty Fleege 218.336.8790 ext. 4102</p>	<p>Yes</p>

<p>CBO serving low-income and underserved populations</p>	<p>Community Action Duluth 2424 W 5<sup>th</sup> Street, #102 Duluth, MN 55806</p>	<p>Staff time to serve on the Integrated Resource Team</p> <p>Staff time to recruit, orientate, screen and enroll participants</p> <p>Staff time and resources to provide Pre-employment, 1:1 Career Navigation and Employment Placement and Retention services to participants as outlined in the narrative</p> <p>Staff time and resources to provide Employment Placement &amp; Retention services to participants</p> <p>Staff time and resources to input and track client data and progress and ensure smooth delivery of services</p> <p>Staff time and resources to provide the coursework that makes up the 150 hour certificate training.</p> <p>Staff time to provide advising and financial options to participants who want to continue their education beyond the certificate program.</p>	<p>Angie Miller 218.726.1665</p>	<p>Yes</p>
<p>MNSCU – 2 year community and technical college</p>	<p>Lake Superior College</p>	<p>Staff time to serve on the Integrated Resource Team</p> <p>Staff time to advise participants on available careers in the field of healthcare, with emphasis on those entry points that are supported by the training</p> <p>Staff time to educate participants about the expectations employers have of employees in the field of healthcare</p> <p>Staff time to refer unqualified, eligible Essentia applicants to access training through the Healthcare Careers Healthcare Project.</p> <p>Staff time to conduct Workplace Tours</p>	<p>Rody Bowers 218.733.2002</p>	<p>Yes</p>
<p>Employer</p>	<p>Essentia Health</p>	<p>Staff time to educate participants about the expectations employers have of employees in the field of healthcare</p> <p>Staff time to refer unqualified, eligible Essentia applicants to access training through the Healthcare Careers Healthcare Project.</p> <p>Staff time to conduct Workplace Tours</p>	<p>Meghann Whiting 218.786.2188</p>	<p>Yes</p>

Attachment I  
workplan

## **Executive Summary**

**Project Title and Geographic Area:** *Healthcare Careers Pathway Project*; Duluth, MN and surrounding area

**Overview:** This application proposes to utilize \$96,000 of Pathways to Prosperity funding in addition to other leveraged funding sources to support 24 individuals interested in job skills training to enter into employment in the healthcare field and/or access additional education.

In June 2015, Duluth's Workforce Development Board formed a Career Pathways Committee which, based on data provided by DEED's labor market analyst, chose to focus on occupations in Healthcare. Representatives from multiple healthcare organizations have been engaged and continue to be involved in pathway development, recognizing that preparing individuals for entry-level positions will not only meet needs identified by employers, it will open the door to numerous opportunities for growth, development and wage gain. According to Essentia Health and St. Luke's, Duluth's two largest healthcare employers, local organizations are committed to promoting from within. Once hired into an organization there are multiple opportunities to advance. Individuals will qualify for some opportunities based on their experience and others will require additional education, where company tuition reimbursement dollars can be used.

In consultation with Essentia Health and St. Luke's, Lake Superior College has developed a 150-hour certificate program for entry-level health services occupations. With the *Health Services Certificate*, participants will be qualified to enter into the healthcare field as Patient Access Representatives, Pre-Registration Representatives, Patient Services Assistants, Patient Account Representatives, or Registration Services Representatives, all with starting wages of \$13+/hour.

**Target Population:** 100% of the individuals involved in this project will be low-income individuals and/or individuals returning to work after receiving public assistance. This includes people with criminal records, disabilities, and underrepresented populations of people of African American and American Indian ethnicities.

**Partnerships:** The *Healthcare Careers Pathway* project is a collaborative application submitted by the City of Duluth (WSA 4) Workforce Development in partnership with Community Action Duluth, SOAR Career Solutions, Lake Superior College, Adult Basic Education, MN Workforce Center – Duluth (DEED Job Services, Business Services), and employers – St. Luke's and Essentia Health. Project partners will provide career navigation, bridge programming, enhanced academic instruction and employment placement and retention support services to participants. In addition, the Integrated Resource Team model will be utilized to reduce clients' barriers to success and ensure the efficient use of limited resources.

**Projected Client Outcomes:** Entering Employment 83.33%; employment retention 60%; credential attainment among trainees 83.33%, and average salary of exiters into employment \$27,040. (Calculation based on wage of \$13/hour for full-time employee)

**Effective Project Design**

**Need Statement, Labor Market, In-Demand Occupations:** Job openings in the NE Minnesota planning region are projected to grow 3.8 percent from 2012 to 2022 (a gain of 5,963 new jobs) and more than 45,000 replacement hires will be needed to fill positions left vacant by retirements and other career changes. Of these, new and replacement jobs in Healthcare and Social Assistance - projected to be the largest and fastest growing industry – will likely account for over 80 percent of total projected growth. Healthcare Practitioners, Healthcare Support, and Personal Care and Service are all projected to grow more than an additional 1,000 jobs each.

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The City of Duluth (Local Workforce Development Area 4) stands out in the state for its high concentration of employment in health care. With 17,675 jobs at 339 firms, health care and social assistance is the largest employing industry in the City of Duluth, accounting for 29.6% of total jobs in the city.

Additionally, DEED's 2005-2015 Local Area Unemployment Statistics (LAUS)<sup>1</sup> show the City of Duluth has lower labor force participation rates than the state for all age cohorts and one of the largest unemployment rate disparities for minorities when compared to Whites. Data from the US Census Bureau, ACS 2010-2014<sup>2</sup> shows the unemployment rate for Black or African Americans in the city was 34.8 percent, 21.5 percent for American Indians, and 26.8 percent for people of Two or More Races. Meanwhile, the unemployment rate for Whites was just 7.4

<sup>1</sup>U.S. Bureau of Labor Statistics (2015, December). Local Area Unemployment Statistics (LAUS).

<sup>2</sup>U.S. Census Bureau, American Community Survey 2010-2014

percent. In sum, unemployment rates were highest for young people, minorities, workers with disabilities, and people with lower educational attainment.

To support healthcare industries' workforce needs and address employment disparities in Duluth and NE MN, City of Duluth Workforce Development (DWD), SOAR Career Solutions (SOAR), Community Action Duluth (CAD), Lake Superior College (LSC), Adult Basic Education (ABE), MN Workforce Center Duluth (WFC) – Job Services, Business Services, and employers – St. Luke's and Essentia Health – are partnering to support implementation of the *Healthcare Careers Pathway Project*. This project will prepare individuals with the skills needed to enter into employment in the healthcare field and/or access additional education.

**Target Population:** This project will target 24 low-income individuals and/or individuals returning to work after receiving public assistance to obtain training and employment and/or additional education to enter into the healthcare field. This includes people with criminal records, disabilities, and underrepresented populations of people of African American and American Indian ethnicities.

**Cost Per Participant:** The average cost per participant is estimated to be \$4,000 with \$96,000 covered by grant funds and \$63,454 leveraged through WIOA and other funding sources.

**Recruitment Plan/Outreach:** Partners will promote this opportunity to individuals accessing services at each agency location, including a broad base of clients on public assistance (MFIP)

SFY 2016 Pathways 2 Prosperity (P2P) - Duluth

who receive services from DWD and CAD. Additionally, CAD enrolls individuals into SNAP as part of MNSURE enrollment and will inform them of this opportunity as well.

Outreach dollars to support a targeted campaign including dissemination of handbills, strategically placed bus ads, enhanced social media, and placement of posters at locations across the community are also being requested. Additionally, because the City of Duluth has *lower labor force participation rates than the state for all age cohorts and one of the largest unemployment rate disparities for minorities when compared to Whites*, partners seek funding to support a part-time position to be filled by a person of color to conduct direct outreach and recruitment to low income, African American, and American Indian communities.

Information sessions will be conducted at the following partner locations: SOAR, Community Action Duluth, Duluth Workforce Center, ABE office and Lake Superior College. To encourage attendance and reduce barriers, supportive services include funds to provide a light meal and childcare at each session. While most participants will be recruited through these efforts, referrals are also anticipated from community-based organizations that work closely with the target populations. Employer partners, Essentia Health and St. Luke's, have also agreed to refer eligible under-qualified job applicants to agency partners for this training opportunity.

**Enrollment and Orientation:** To prepare participants for success in the program, barriers and obstacles to success will be identified and addressed by the participant with the help of a career navigator. Each agency has dedicated staff to serve in this capacity and all will utilize a common



intake form at time of enrollment to inform whether or not an individual is a good match for the program. Information collected will also ensure the needs of each individual are met, seamless referrals are made and the individual's ability to succeed is maximized. The form incorporates the collection of basic information such as education and work history, with a short series of questions to assess individual interests and basic skills competencies.

Once enrolled, partners will deliver unique programming to prepare their clients for successful participation in classroom training and employment. Case Managers within each agency will provide 1:1 support to create personalized career and educational action plans, build soft skills and job search skills, develop resumes and applications, and provide job search and retention services. Staff will make appropriate referrals to help participants address barriers to employment such as connections to housing, peer support groups, mental health and chemical dependency services, unresolved legal issues, and other barriers. In addition, a licensed ABE instructor will be available to implement the TABE test and provide brush-up assistance.

Participants will build on their career readiness skills through workshops provided by agency partners. For example, **SOAR** will deliver *Career Quest*, a 12 hour pre-employment class that cultivates self-leadership, identifies career profiles and unrealized potential, as well as behaviors and communication skills that facilitate career and personal goals and *Mind Over Matters*, a 12 hour cognitive change workshop that gives participants the knowledge, skills and strategies to identify areas where they have potential for growth, overcome the barriers

that keep them from reaching their potential, and establish a new and satisfying vision of their future. **Community Action Duluth** will facilitate its new *Connect Forward Workshop*, a program that incorporates foundational elements of their existing Financial Opportunity Center with individualized intake and assessment, consultation with a job coach, and development and support of the individual's education, training and employment plan.

**Duluth Workforce Development** will connect participants to the full range of classes and workshops including but not limited to: *Creative Job Search*: a comprehensive day-long class to equip attendees with tools and strategies to seek out and find employment in jobs that are a fit for their skills and interests; *Using Computers in Job Search*: a weekly skill building class which offers attendees the ability to update skills and learn new topics such as: Microsoft Word, LinkedIn, Cloud Computing, Formatting Resumes and Free and Legal Software Options; and *New Leaf*: a workshop for job seekers with a criminal background that covers issues such as avoiding self-sabotage, answering offense related questions and learning the tools to write an effective resume. *Other classes include: Creating Resumes that Work, Interviewing Techniques and Skills, How to Start a Business, Beginning Computer and a weekly Job Club.* All workshops and training will be offered to participants no matter which agency they are working with.

Essentia Health and St. Luke's have committed to meeting with participants prior to ABE bridging to ensure they have a foundational understanding of each organizations' application process, available jobs, organizational culture, and what jobs along the pathway entail. This will increase participants understanding of specific tasks and responsibilities associated with various

positions. Workplace tours are also being planned to expose participants to the healthcare setting.

Lake Superior College and agency partners will also host orientation at the college prior to the start of classroom training where participants will have an opportunity meet the instructor and interact with other program participants. They will also receive student I.D.s and course schedules, be informed about attendance expectations, and receive information about public transportation and other course-specific details.

Finally, to promote connectivity and a centralized focus on program participants, the *Healthcare Careers Pathway Project* will utilize an Integrated Resource Team (IRT) model to prepare and support all individuals in the program. Navigators from each agency will coordinate bi-weekly meetings between partners and other local providers to assess participant needs and determine how resources can be blended or leveraged to remove barriers and meet a participant's employment needs. The IRT model will leverage supports and funding to address identified barriers to employment including, but not limited to, unmet childcare needs, access to reliable transportation, unstable housing, disability and unaddressed physical and mental health issues. Additionally, individuals may be co-enrolled in the *Healthcare Careers Pathway Project*, as well as WIOA Adult, Dislocated Worker or Vocational Rehabilitation programs which could provide on-the-job training or additional training dollars to support those who wish to continue beyond the Patient Services Certificate training. The IRT approach will help partners provide the target population with a variety of supportive services as well as one-on-one

support in developing problem-solving skills, goal setting skills, and self-advocacy needed to complete training successfully.

### **Structure and Participant Retention Strategy**

**Participant Retention Strategy:** The *Healthcare Careers Pathway Project* will adopt retention strategies as modeled from the Promising Practices Abstracts – Placement and Retention<sup>3</sup> report which documents key best practices utilized by grantees of the American Recovery and Reinvestment Act High Growth and Emerging Industries grant programs. These strategies include the following: 1) Adult Basic Education and Lake Superior College will provide contextualized learning opportunities that provide hands on experience. By implementing adult learning techniques such as this, students will remain engaged and feel successful with ABE support in the classroom, increasing the number of graduates. 2) The IRT will ensure a presence of employment and other service providers along the service continuum. Maintaining connections at every point of the continuum will ensure effective connections to placement resources and continued career planning. 3) Workforce and education partners have responded to market needs and developed training for jobs that will be available in the future, specifically within Healthcare & Social Assistance, an industry projected to account for more than 80 percent of total projected growth in the region from 2012 to 2022. 4) Well connected staff work with participants and employers to prepare participants and match them with jobs. Strong business relationships ensure participants will be provided with knowledge of job openings and networking opportunities. 5) Case management and other support services allow participants to address needs in their lives and stay focused on their career development.

<sup>3</sup>Promising Practices Abstracts, Placement and Retention, September 2011, by the Governor's Association Center for Best Practices, Corporate for a Skilled Workforce, and Collaborative Economics. Retrieved December 2015, from [http://www.wtb.wa.gov/Documents/CompendiumofPromisingPracticesAbstracts\\_Sept2011.pdf](http://www.wtb.wa.gov/Documents/CompendiumofPromisingPracticesAbstracts_Sept2011.pdf)

**Career Pathway Structure:** In consultation with local healthcare employers, Lake Superior College developed a 150-hour program for entry-level patient services occupations which includes the following components: Medical Office Terminology, Medical Office Procedures, Health Insurance and Billing, Microsoft Office and Keyboarding, Personal and Professional Skills, and Telephone, Call Systems and Phone Etiquette. As indicated by our employer partners, this training will ensure participants are qualified and prepared to enter into the healthcare field as Patient Services Assistants, Patient Access Representatives, Pre-Registration Representatives, Patient Account Representatives, or Registration Services Representatives, all which start at \$13+/hour. From these entry-level positions, employer partners indicate that with experience and time on the job, in-house training or further education (supported by tuition assistance), employees can advance to higher paying positions within their organizations. Credit for Prior Learning credits could also be granted for the 150 hour training so participants could continue in a credit-based program to get a diploma or associates degree. The chart on Page 15 outlines the Pathway supported in this proposal

To support the Career Pathway Structure, the following elements are integrated into the program delivery model:

**Career Navigation:** Participants in the program will receive career navigation services from SOAR, DWD and CAD. In addition to working with the IRT and creating individual employment plans for each client, partners will provide navigation services that include data management into Workforce One (reports to be centralized through Duluth Workforce Development),

enrollment of participants, teaching job search skills, 1:1 coaching, providing career interest and other assessments, long-term career planning, case management, program management, client advocacy and work readiness training for all participants. In order to make Adult Basic Education assessments easily accessible to participants, each agency partner has an ABE instructor available on-site. Business partners will provide staff time to inform students about available careers, training required for specific positions, job-specific expectations, and industry soft skills to be successful on the job. Additionally, the Duluth Workforce Center Business Services will supply participants and partner agencies with up-to-date job openings and other employment information from industry employers. Participants will also have access to workshops provided by the Duluth Workforce Center such as Making Minnesotaworks.net Work for You, and Creative Job Search.

Bridge Programming: Duluth Adult Basic Education will provide field specific and essential basic skill development in reading, writing, math, study skills, and computer skills in a "just in time" contextualized stand-alone bridge course focused on preparing students to succeed in the 150 hour certification. The bridge skills development will occur as a stand-alone three week cohort designed to meet each student's needs in reading development, math development, study skill improvement, and computer skill development. The benchmark desired, but not limited, to achieving through the bridge component is 8<sup>th</sup> grade basic reading and math. All materials utilized to support this bridge component will be carefully selected as contextualized development and curriculum support for the upcoming coursework. Study skills for current and future academic success will be covered throughout the three week intensive bridge

component. Beyond the three week bridge of basic academic skill development, all participants will have the opportunity to develop computer literacy skills necessary for the workforce as well as successful transition to college. The opportunity to assess and become certified in industry recognized and selected North Star Digital Literacy modules will be available.

Enhanced Academic Instruction and Credential Coursework: The 150 hour Patient Services

Certificate includes the following training components:

Medical Office Terminology as it relates to medical transcription

- *Provides students with a working knowledge of basic medical office terminology.*

Medical Office Procedures including billing and data input

- *Provides students with a basic understanding of traditional and computer-related medical office procedures, including billing and data input*

Health Insurance, including types of insurance plans, coding and legal issues

- *Introduces students to definitions and terms related to insurance, procedural terminology, coding and claims processing*

Microsoft Office and Keyboarding, with emphasis on spreadsheets and databases

- *Helps students improve typing skills and gain the necessary expertise to competently use Microsoft applications*

Personal and Professional Development, including communication and interpersonal skills

- *Teaches students vital planning, organization and communication skills that prepare them to make the most of their desired career path*

Telephones, Call Systems and Phone Etiquette

- *Teaches students about basic phone etiquette and the speaking and listening skills necessary to provide quality customer service.*

ABE will provide integrated instruction of the healthcare college curriculum through a co-teaching and study lab framework. ABE will be actively engaged with the college instructor in planning and providing both instruction and support to instruction through the 150 hour certificate program. ABE will utilize "whole" cohort instruction and support, small group instruction and practice, as well as individual academic support to address the unique needs of all students. Study skills will be reviewed, industry specific course vocabulary will be highlighted, reading skills including predicting, chapter previewing, visual analysis (charts, graphs, and pictures), and reading comprehension will be supported. Industry and course specific writing will be instructed and supported. Industry and course specific math skills will be taught and supported as well. Because math skills often need repetition, the opportunity to review basic math skills presented during the bridge and needed for new math skill acquisition will be available.

College Bridging: For students within the cohort who are interested in continuing along the healthcare career pathway upon completion of the certificate program, ABE will provide Accuplacer test preparation and Desire 2 Learn (D2L) instruction. D2L is MnSCU's e-College software for online learning and in-class or on the ground learning. Students who want to continue going to school at LSC to receive a diploma or associates degree can apply for both state and federal grants and loans. LSC Advisors and Financial Aid personnel would help these students figure out if they qualify and what would be their options for financial support when



they are going to school. Educational scholarships are also available through the LSC Foundation.

Employment Placement and Retention: Once participants complete the 150 hour training, they will receive post program support to ensure follow-through of their individual employment and career plans. Post program supports include opportunities for on-the-job training provided by Duluth Workforce Development, and post-secondary enrollment support provided by Lake Superior College. Career Navigators at SOAR, CAD and DWD will provide employment retention services including job counseling, coaching on topics such as probationary or annual reviews, negotiating salary, communication differences, stress management, career planning, defining success within the position, resume updates, further training opportunities, addressing weaknesses that may become barriers to success, identifying strengths that may become a foundation for success. Additionally, participants will have access to job search resources at the Duluth Workforce Center.

**Organizational Capacity and Relevant Experience**

Duluth Workforce Development has decades of experience and expertise implementing evidence-based programming for people with multiple barriers to employment. Each year, DWD manages over \$3.4 million in state and federal funding to provide employment and training services to more than 1,100 individuals. Services are delivered to individuals on public assistance and those enrolled in WIOA Youth, Adult and Dislocated Worker programs, and the

Senior Community Service Employment Program. Additionally, Duluth Workforce Development has a consistent track record of exceeding performance goals in all programs.

In addition to the roles and responsibilities of all partners as outlined in FORM 5: Partnership Chart, key grant staff responsibilities are as follows. *DWD Manager* is responsible for the day-to-day management of all City of Duluth workforce programs and talent recruitment and services, including personnel management, program administration and budget. The Manager provides strategic direction and oversight of operations and works to foster and maintain partnerships with businesses and community representatives. *DWD Operations Manager* and *City Financial Department* provide financial management, maintain fiscal integrity and maintain oversight of the data collection processes. *DWD Job Developer* (staff for WIOA Adult Program) will serve as lead staff for the project and will be responsible for coordinating partnership meetings, program development, reporting, and project management. *DWD Job Counselors* (all programs) will provide career navigation and employment placement services including recruiting clients and helping them become successful through the Healthcare Careers Pathway process. They will work with clients to identify a career plan; provide case management and follow-up support; workshop facilitation; data collection and serve as an advocate on client's behalf.

### **Partnerships and Project Sustainability**

The *Healthcare Careers Pathway Project* involves all key partners including Adult Basic Education, Lake Superior College, Employers and Workforce Development Partners. For many

years, LSC, ABE, DWD, SOAR and the MN Workforce Center - Duluth have partnered and successfully supported clients to obtain industry recognized credentials and employment in the transportation, healthcare and construction fields. These long standing relationships will be utilized to strengthen our existing systems, guarantee efficient and effective use of resources to ensure client success and sustain the *Healthcare Careers Pathway Project*. This project will also allow for our new partners, Community Action Duluth, Essentia Health and St. Luke's to collectively reduce client barriers and increase the likelihood clients obtain employment and/or access additional education opportunities. Eligible clients will be co-enrolled with other employment and training programs in order to leverage limited support and training dollars.

#### **Assessment and Evaluation**

Duluth Workforce Development has extensive experience managing grants, collecting and inputting client and outcomes data into Workforce One (WF1), reporting outcomes and evaluating grants of all sizes. Agency Partners will input data into WF1 and submit monthly reports to DWD for centralized tracking and reporting purposes. Staff will document client demographics, use of participant supports, credentials obtained, types of employment related activities completed, employment and salary obtained, gains in hourly wage and number of hours worked, public benefits at program enrollment and exit and return on investment. Staff and partners will analyze program data on a quarterly basis and make adjustments to programming as needed.

# Healthcare Careers Pathway Project

## Patient Services

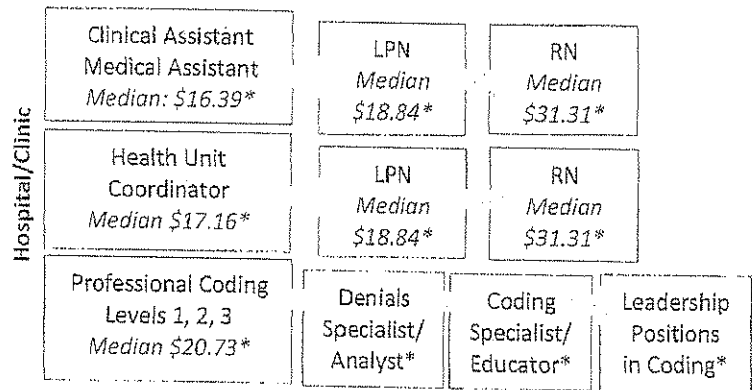
### Work Plan Illustration

Intake (SOAR, DWD, CAD)	Information Sessions (SOAR, DWD, CAD, ABE, LSC, Essentia, St. Luke's)	Bridge Programming & Employability Skill Acquisition (SOAR, DWD, CAD, ABE, Essentia, St. Luke's)	Integrated Instruction (LSC & ABE)
<ul style="list-style-type: none"> <li>✓ Recruitment</li> <li>✓ Orientation</li> <li>✓ Enrollment</li> <li>✓ Employability</li> <li>✓ Measure/Common Intake</li> </ul>	<ul style="list-style-type: none"> <li>✓ Patient Services 101 "Where &amp; What the Jobs Are"</li> <li>✓ Healthcare Careers Pathway Project Overview</li> </ul>	<ul style="list-style-type: none"> <li>✓ Test for Adult Basic Education (TABE) and Brush-up</li> <li>✓ Assessment</li> <li>✓ Career Exploration</li> <li>✓ Computer Basics Instruction</li> <li>✓ Workplace Tours</li> </ul>	Patient Services Certificate 150 hours <i>Industry Recognized &amp; Provisionally WIOA Certified by Duluth Workforce Development Board</i>

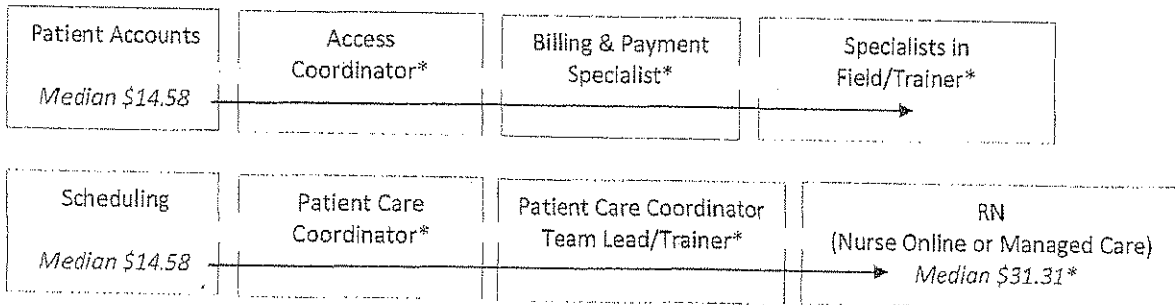
### Pathway Illustration

#### Patient Services Certificate

Patient Services Assistant  
 Patient Access Representative  
 Pre-Registration Representative  
 Patient Account Representative  
 Registration Services Representative  
  
*Median Wage = \$14.70\**  
 Above positions all start at \$13.00+



#### Business Services



\*SOURCE: DEED Occupational Employment Statistics, NE MN

\*Not all positions tied to SOC code but local employers indicate wages increase with pathway progression

# MN Pathways to Prosperity (P2P) SFY 2016 CITY OF DULUTH

## ATTACHMENT 2 Budget – Year 1 (Revised & Resubmitted 8.12.16)

Please complete this quarterly budget table by filling in your plan for DEED requested funds only, in cumulative fashion.

Cost Category	Quarter 1 5/1/16 – 9/30/16 (Q1 = Q1)	Quarter 2 10/1/16 – 12/31/16 (Q2 = Q1 + Q2)	Quarter 3 1/1/17 – 3/31/17 (Q3 = Q1 + Q2 + Q3)
<b>Administration Costs (833)</b> (Cannot exceed 10% of the total amount requested)	\$1,790	\$3,540	\$3,540
<b>Direct Customer Training Costs (838)</b> (Should be at least 50% of the total amount requested)	\$4,973	\$10,562	\$20,062
<b>Service-Related Costs (859)</b> (Cannot exceed 40% of the total amount requested)	\$2,367	\$5,977	\$5,977
<b>Support Services Costs (828)</b> (Cannot exceed 15% of the total amount requested)	\$599	\$2,200	\$2,200
<b>Outreach &amp; Marketing Funding</b>	\$2,217	\$4,434	\$4,434
<b>Total</b>	\$11,946	\$26,713	\$36,213

EXHIBIT D

## MN Pathways to Prosperity (P2P) SFY 2017

### ATTACHMENT 2 Budget – Year 2

Please complete this quarterly budget table by filling in your plan for DEED requested funds only, in cumulative fashion.

### CITY OF DULUTH

Cost Category	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Quarter start/end:	1/1/17 – 3/31/17 (Q1 = Q1)	4/1/17-6/30/17 (Q2 = Q1 + Q2)	7/1/17-9/30/17 (Q3 = Q1 + Q2 + Q3)	10/1/17-12/31/17 (Q4 = Q1 + Q2 + Q3 + Q4)
Administration Costs (833) (Cannot exceed 10% of the total amount requested)	\$1,200	\$2,239	\$3,039	\$3,736
Direct Customer Training Costs (838) (Should be at least 50% of the total amount requested)	\$12,927	\$16,355	\$19,805	\$19,805
Service-Related Costs (859) (Cannot exceed 40% of the total amount requested)	\$2,695	\$5,390	\$8,059	\$8,059
Support Services Costs (828) (Cannot exceed 15% of the total amount requested)	\$1,493	\$2,986	\$4,476	\$4,614
Outreach Funding	\$0	\$0	\$0	\$0
<b>Total</b>	\$18,315	\$26,970	\$35,379	\$36,214

## EXHIBIT E

ISD 709 – Adult Basic Education

### YEAR ONE

Cost Category	5/1/16-9/30/16	10/1/16-12/31/16	1/1/17-3/31/17	
	Quarter 1	Quarter 2	Carry In	ABE Total
Subgrant Administration	\$0	\$0		\$0
Direct Customer Training	\$1,658	\$1,658		\$3,316
Service Related	\$0	\$0		\$0
Support Services	\$0	\$0		\$0
Outreach Funding	\$0	\$0		\$0
<b>Total</b>	<b>\$1,658</b>	<b>\$1,658</b>		<b>\$3,316</b>

### YEAR TWO

Cost Category		1/1/17-3/31/17	4/1/17-6/30/17	7/1/17-9/30/17	10/1/17-12/31/17	
	Carry In	Quarter 1	Quarter 2	Quarter 3	Quarter 4	ABE Total
Sub-grant Admin		\$0	\$0	\$0	\$0	\$0
Direct Customer Training		\$1,021	\$1,021	\$1,021	\$0	\$3,063
Service Related		\$0	\$0	\$0	\$0	\$0
Support Services		\$0	\$0	\$0	\$0	\$0
Outreach Funding		\$0	\$0	\$0	\$0	\$0
<b>Total</b>		<b>\$ 1,021</b>	<b>\$ 1,021</b>	<b>\$ 1,021</b>	<b>\$ -</b>	<b>\$3,063</b>

### TOTAL P2P Grant ISD 709 ABE

Cost Category	YEAR ONE	YEAR TWO	TOTAL
Sub-grant Admin	\$0	\$0	0
Direct Customer Training	\$3,316	\$3,063	\$6,379
Service Related	\$0	\$0	0
Support Services	\$0	\$0	0
Outreach Funding	\$0	\$0	\$0
<b>Total</b>	<b>\$3,316</b>	<b>\$3,063</b>	<b>\$6,379</b>



# Saint Louis County

Public Health and Human Service Department – [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)

Linnea Mirsch  
Interim Director

August 9, 2016

Patricia Fleege, Manager  
Duluth Adult Basic Education  
215 N. First Avenue East  
Duluth, MN 55802

Dear Patricia:

Enclosed is a Purchase of Service Agreement (Contract #15884) between the St. Louis County Board of Commissioners and Duluth Adult Basic Education for MFIP Innovation Fund "Young Parent Education Project" services.

Please obtain your agency's designated signatures and return the Agreement to:

St. Louis County Public Health and Human Services  
Contract Services – Room 401  
320 West Second Street  
Duluth, MN 55802

We will complete contract execution and return a copy to you for your records.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Abby Schaefer  
Contract Service Representative  
725-5015  
[schaefera@stlouiscountymn.gov](mailto:schaefera@stlouiscountymn.gov)

Enc.



**PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into between the **ST. LOUIS COUNTY BOARD OF COMMISSIONERS**, 320 West Second Street, Duluth, Minnesota 55802 , through its local social services agency, hereinafter referred to as "County," and **DULUTH ADULT BASIC EDUCATION (ABE)**, 215 N First Ave E, Duluth, Minnesota 55802, hereinafter referred to as "Provider", for the purpose of providing **MFIP INNOVATION FUND** education support services for the MFIP Parents in Education Project, for the period of January 1, 2016 to December 31, 2016.

WITNESSETH:

WHEREAS, The St. Louis County Public Health and Human Services Department (PHHS) was notified that the Minnesota Department of Human Services (DHS) would be making Innovation Funds available each year for up to five years for efforts to improve attainment of parents on Minnesota Family Investment Program (MFIP). These funds are intended to support projects that support completion of high school, provide intensive GED services and help parents make a rapid transition to post-secondary education and training ; and

WHEREAS, DHS has reallocated \$43,251 for the period January 1, 2016 through December 31, 2016 for St. Louis County and regional partners.

WHEREAS, DHS encouraged Counties and Tribes/Nations to pool funds to provide a more robust array of services. SLC would continue to partner with four other counties in Region 3 (Carlton, Aitkin, Itasca and Koochiching) to provide services through agencies that provide Adult Basic Education programs. St. Louis County would continue to serve as fiscal agent of the regional funds, equaling \$43,251 for the 12 month period January 1, 2016 –December 31, 2016. Contract providers would be Arrowhead Economic Opportunity Agency (AEOA), Community Action Duluth (CAD), and Duluth Adult Basic Education (ABE). Approximately \$21,040 would be available to the Duluth area and \$19,718 to northern St. Louis and its county partners; and

WHEREAS, the Provider represents they are qualified to provide furnish these services and the County wishes to purchase such services from the Provider.

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

**I. TERM OF THE AGREEMENT**

This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016.

## II. COST AND DELIVERY OF PURCHASED SERVICES

- A. Cost for covered services is as follows:
  - 1. The contract maximum for all three Providers taken together, of which this Provider is one, is \$43,251 or actual allowable expenditures, whichever is less. Expenditures incurred by this Provider in rendering Services for the full Agreement term shall be \$ 11,040 in accordance with Provider's line item budget, attached hereto and incorporated herein by reference as Exhibit B. Provider has budgeted \$ 11,040 for calendar year (CY) 2016. County, in its sole discretion, may increase or decrease these budget allocations during the course of the Agreement period.
- B. 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.
- C. Services are provided at **DULUTH ADULT BASIC EDUCATION (ABE)**, 215 N First Ave E, Duluth, Minnesota 55802 and other locations in St. Louis County.

## III. USE OF FUNDS

- A. Funds are intended to support projects that provide parents on MFIP with:
  - 1. Intensive services and supports to obtain a high school diploma or GED certificate;
  - 2. Activities embedded in the diploma/GED project services that prepare youth to meet post-secondary college entrance requirements; and
  - 3. Supports to help participants make a rapid transition from high school or GED completion to post-secondary training, including assistance with applications for acceptance and financial aid.
- B. Funds may be used for direct program, administrative, client education and transportation costs. There is a 7.5% limit on administrative costs for Counties and a 15% limit for Tribes/Nations. Client education costs may include instructional materials and supplies, incentives, instructors, tutors and testing costs.
- C. Funds cannot be used to cover the cost of widely available services, such as ABE classes, unless some change is made to the service that requires additional funding (ex: bringing ABE instruction on-site when this would not be available without the funds).

## IV. SERVICES TO BE PROVIDED

- A. Provider will furnish the following education support services (hereinafter referred to as "Purchased Services"):
  - 1. Instructional materials and supplies
  - 2. On -site ABE/GED instructors
  - 3. Testing costs

4. Specialized Tutoring
  5. Transportation and other support services necessary to attend classes
- D. Purchased services shall be provided by:
- DULUTH ADULT BASIC EDUCATION (ABE)  
215 N First Ave E  
Duluth, Minnesota 55802
- E. Purchased services shall be performed by staff that is professionally qualified in accordance with Provider's job descriptions and listings of professional qualifications.
- F. Provider shall keep current and on file, client records which identify individual progress on the "Client-Focused Outcomes" and client costs attributable to client service utilization, as outlined in the program overview, Exhibit A.
- G. Provider shall track participants and in the project and recruitment efforts on Exhibits D and E, entitled "ENROLLEE TRACKING SHEET" and "RECRUITMENT EFFORTS" attached hereto and incorporated herein by reference in this Agreement. These forms will need to be submitted to the County by January 15, 2017 for the 2016 billing term.

#### **V. ELIGIBILITY FOR SERVICES**

Eligibility for purchased services shall be determined by the following criteria:

- A. 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 the Provider within the said thirty (30) day time period. The Provider 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 are determined by Board to be eligible for those services and payments. County shall not be responsible for services provided to clients prior to eligibility determination.
- B. Any change in eligibility shall initiate a notice by either County or Provider 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.

#### **VI. PAYMENT FOR SERVICES**

- A. Provider shall invoice the County no more often than monthly for expenditures detailing the use of funds. Expenditures must be reported quarterly on a separate form, Exhibit C, entitled "DHS-2902/ MFIP Parents in Education" attached hereto and incorporated herein by reference in this Agreement. Exhibit C reporting must be completed by January 15, 2017 for the 2016 billing term.
- B. The County agrees to pay invoices within thirty (30) days of receipt and approval.

- C. County's obligation to reimburse Provider for costs incurred in providing purchased services is made subject to audit by County or its designee. Said audit shall be the final determination of reimbursable costs.
- D. Provider shall promptly reimburse to County any payments received in excess of required payments hereunder.
- E. County shall not be obligated to reimburse, nor shall Provider claim, for any services furnished or costs incurred by Provider which are not specifically provided for hereunder nor requested by County in writing during the term of this Agreement.
- F. Provider 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 County to Provider in the event of breach of this contract if County does not recoup the payments.
- G. The County will pay Provider [up to] \$11,040 for services provided pursuant to this Agreement.
- H. Administrative costs will not be reimbursed.
- I. All Innovation Funds must be expended by December 31, 2016. Unspent funds do not carry forward into the next calendar year.

**VII. AUDIT, REPORTS, RECORDS, DISCLOSURES AND MONITORING PROCEDURES**

- A. 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.
- B. 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.
- C. 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.
- D. The Provider shall retain books and records as required by Paragraph VI. (A) 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 **DULUTH ADULT BASIC EDUCATION (ABE)**, 215 N First Ave E, Duluth, Minnesota 55802.
- E. 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.

- F. 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.

## VIII. DATA PRIVACY

- A. **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.
- B. **Data Practices:** To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Contract, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall not provide public access to or release to the public or any third party any data relating to the Contract without the County's prior written approval. If Contractor receives a request for data relating to the Contract, Contractor shall forward the request to the County for response.
- C. **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.
- D. The Provider agrees to defend, indemnify, and hold harmless the County authorizing services under this Agreement, its agents, officers, and employees 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.

## IX. FAIR HEARING AND GRIEVANCE PROCEDURES

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with an in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

## X. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NON-DISCRIMINATION

- A. Provider will comply with 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 1982 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.

- B. 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.

## XI. BONDING, INDEMNITY AND INSURANCE

- A. **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.
- B. **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:
  - 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
  - 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
  - 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.

- C. Insurance: The following insurance must be maintained for the duration of this contract. A Certificate of Insurance for each policy must be on file with the St. Louis County Public Health and Human Service Department Contracts office within 10 days of execution of this contract and prior to commencement of any work under this contract. Provider shall secure an endorsement to each policy requiring a 10-day notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insured, and a 30 day notice of cancellation for nonrenewal, or material change to all named and additional insured's. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Provider.

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.

1. General Liability Insurance

- a. \$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.

- b. Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.
- c. St. Louis County shall be named as an Additional Insured on a primary and non-contributory basis.

2. Business Automobile Liability Insurance

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

\$1,500,000 each occurrence

No less than \$2,000,000 aggregate

- b. Must cover owned, non-owned and hired vehicles.

3. Workers' Compensation

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

- D. Non-compliance: St. Louis County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Provider.

## **XII. MAINTENANCE OF EFFORT AND EXPANSION OF SERVICES**

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.

## **XIII. CONDITIONS OF THE PARTIES' OBLIGATIONS**

- A. Before the termination date specified in this Agreement, the County may evaluate the performance of the Provider in regard to the terms of this Agreement to determine whether such performance merits renewal of this Agreement.
- B. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- C. 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.
- D. 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.
- E. 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.

## **XIV. SUBCONTRACTING AND ASSIGNMENT**

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.

## **XV. INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Provider as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Provider is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County; and the Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all



such claims irrespective of any determination of any pertinent tribunal, agency, County, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

#### **XVI. CANCELLATION, DEFAULT AND REMEDY**

- A. This Agreement may be terminated under the following circumstances:
1. By mutual written Agreement of the parties;
  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;
  3. In the event that any of the licenses held by the Provider Agency for providing purchased services under this agreement is denied, suspended, lapses, expires or is terminated, effective immediately without notice to the Provider;
  4. If the Provider shall fail or refuse or be unable to fulfill any obligations under this Agreement, this Agreement will terminate effective immediately upon written notice thereof to the Provider by the County, through the Department;
  5. 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 County upon resolution of County.

#### **XVII. MERGER**

- A. 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.
- B. 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.

#### **XVIII. SEVERABILITY**

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.

#### **XIX. DEPARTMENT OF HUMAN SERVICES AS THIRD PARTY BENEFICIARY**

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.

**XX. OTHER CONDITIONS**

- A. 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.
- B. 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.
- C. 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 the State of Minnesota.
- D. 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.

IN WITNESS WHEREOF, County and Provider agree to be bound by the provisions of this Agreement, said Agreement being effective from January 1, 2016 through December 31, 2016.

**PROVIDER**

*Bill Hanson*

~~William Gronseth~~ *Bill HANSON*  
~~Superintendent~~ *CFO*

Date: 9/14/16

*Patricia Fleege*

Patricia Fleege  
Duluth ABE Manager

Date: 9/9/16

Federal Tax ID #41-6003776

**COUNTY OF ST. LOUIS**

Linnea Mirsch  
Public Health & Human Services Director

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

Approved as to form and execution:

\_\_\_\_\_  
Benjamin M. Stromberg  
Assistant County Attorney

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

## EXHIBIT A

### Community Action Duluth/Duluth ABE Parent Education Project

#### **Project Summary**

Community Action Duluth will provide intensive, individualized support to MFIP Parents with the goals of obtaining a GED and successfully accessing post -secondary educational programming.

Community Action Duluth will provide 1:1 tutoring for preparation for GED testing, client assistance to reduce client barriers to participation, and intensive case management. Community Action Duluth will partner with the Duluth Adult Learning Center to provide a Certified on- site ABE Instructor who will lead and support the individual work of the GED test prep tutors. Community Action Duluth will also partner with Lake Superior College to provide direct connections to college programming and admissions in group and individual interactions.

#### **Project Details**

Community Action Duluth's Parent Education program, which we have titled "Bridge to Education", will include the following provisions and services:

- Serve approximately 40 MFIP parents who lack a basic level of educational attainment (GED) and/or who have a goal of pursuing post -secondary education within the 18 months of this program.
- Provide 1:1 culturally specific tutors, whenever possible, for the African American and American Indian MFIP clients served by Community Action Duluth's Bridge to Employment program and others referred for this program.
- Provide specific supports and access for Bridge to Education clients to participate in weekly evening GED Test Prep sessions which include a Certified ABE Instructor, 1:1 tutoring, childcare, dinner and transportation assistance.
- In addition to the evening GED test prep sessions, Bridge to Education clients will be have access to additional culturally specific tutoring services during CAD's regular Bridge to Employment Wednesday 'drop- in' sessions each week.
- Direct connection to staff, faculty and students from Lake Superior College to help participants successfully 'bridge' to post- secondary program.
- Lake Superior College staff and faculty will help program participants to understand and successfully access facets of post- secondary education such as enrollment, financial aid and academic advisement.
- Access to all of Community Action Duluth's services and programs will be intentionally provided to the participants in the Bridge to Education program. For program participants enrolled in the Bridge to Employment program or other programs at Community Action Duluth will receive additional and intensive case management services to support a broad range of goals.
- All program participants will receive support to establish and follow an educational goal plan.

**EXHIBIT B**

**DULUTH ABE  
2016 Innovation Fund Budget  
MFIP Parents in Education**

**2016 ABE**

<b>Certified ABE Instruction/Staffing</b>	<b>\$10,540</b>
<b>Materials for classes</b>	<b>\$500</b>
<b>Total for 2016</b>	<b>\$11,040</b>

### EXHIBIT C

**MFIP-CONSOLIDATED FUND SUPPORT SERVICES**

REPORTING FORM FOR MFIP-SUPPORTED SERVICES AND OTHER PROGRAMS SPECIFIED BY DHS  
SUBMIT A SEPARATE REPORT FORM FOR EACH PROGRAM

DHS-2902 (3/13)  
DHS FINANCIAL OPERATIONS

St Louis	2016 MFIP Parents in Education Innovation Funds	Reporting Period
County # and name or tribal/provider name	Program name	From (mm/dd/yy) - To (mm/dd/yy)

EXPENDITURE CATEGORY	ASSISTANCE	NON-ASSISTANCE	TOTAL
(A1) Direct Program	N/A		
(A2) Income Maintenance Direct Administration <sup>2</sup>	N/A		
(B1) County/Tribal Administration <sup>1</sup>	N/A		
(B2) Private Provider Administration <sup>1</sup>	N/A		
(B3) Income Maintenance Admin Overhead <sup>1,2</sup>	N/A		
(C) Client Education			
Instructional materials and supplies			
On-site ABE/GED instructors			
Testing Costs			
Specialized tutoring			
Incentives			
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_____			
(H) Subtotal of Other	0	0	
TOTAL			

Note 1: The total of Lines B1, B2 and B3 are limited to 7.5% of allocation for county and private provider administration and 15% for tribal administration.

Note 2: Income Maintenance costs reported on DHS-2550, under Section H, Miscellaneous Costs, MFIP Consolidated Fund, with prior DHS approval.

For electronic submission, type in names below and secure and retain an original signed copy at your county for no less than three (3) years. Your specific county may require this be kept for a longer period of time. Please consult your retention schedules for compliance dates.

Prepared By	Phone Number	Director's Signature and Date
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