



## Request for Council Action

**TO:** Mayor and City Council  
**THROUGH:** Tim Murray, City Administrator  
**FROM:** Paul J. Peanasky, Parks & Recreation Director  
**MEETING DATE:** March 23, 2021  
**SUBJECT:** Approve Annual State of Minnesota Department of Human Services Work Contract

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### **Background:**

Annually, the City of Faribault purchases employment services through the State of Minnesota Department of Human Services, Faribault Community Resources. Employment services are provided for the Parks & Recreation Department.

Attached is a copy of the 2021 Department of Human Services Work Contract. As stated in the contract, the City of Faribault agrees to pay \$33 per hour for supported employment services through Faribault Community Resources for the year 2021.

### **Recommendation:**

Approve the 2021 State of Minnesota Department of Human Services Work Contract.

### **Attachments:**

- State of Minnesota Department of Human Services Work Contract

**STATE OF MINNESOTA  
DEPARTMENT OF HUMAN SERVICES  
WORK ACTIVITY/INCOME CONTRACT UNDER \$5,000**

This Work Activity/Income Contract is between the State of Minnesota, acting through its Department of Human Services, Minnesota State Operated Community Services, Day Training and Habilitation Services, **Faribault Community Resources**, (Faribault, MN) and **City of Faribault-Parks, 1200 Belview Trail., Faribault**, an independent contractor, not an employee of the State of Minnesota.

WHEREAS, CONTRACTOR wishes to purchase employment services, and Day Treatment and Habilitation Services (DT&H) services from STATE, and STATE will best serve the needs of its individuals by furnishing supported employment services and DT&H to CONTRACTOR.

THEREFORE, the Parties agree as follows:

- 1. State's Duties.** STATE shall:
  - A. Provide individuals to perform the following tasks: Picking up area garbage and cleaning of the restrooms at the following locations: **The Soccer Complex, Central Park, Wapacuta, Bell Field, South Alexander, Maple Lawn and Jefferson as needed. Cleaning list includes empty trash, clean sinks, toilets, mirrors, sweep and mop the floors and refill soap dispensers as needed.**
  - B. Provide staff supervision of all individuals performing work under this Agreement.
  - C. Provide any adaptive equipment necessary for its individuals to perform work under this Agreement.
  
- 2. Contractor's Duties.** CONTRACTOR shall:
  - A. Provide STATE the necessary equipment for STATE's individual's to perform the duties specified in Clause 1.
  - B. Pay STATE in accordance with the rates and terms set forth in Clause 4.
  
- 3. Term of Contract.** This Agreement shall be effective **April 1<sup>st</sup> 2021**, or the date the STATE obtains all signatures, whichever is later, and shall continue through **October 31<sup>st</sup>, 2021**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
  
- 4. Consideration and Terms of Payment.**
  - 4.1 Consideration.** Consideration for all services performed and goods or materials supplied by STATE under this Agreement shall be paid by CONTRACTOR at the following rate: **\$33 PER HOUR**
  
  - 4.2 Terms of Payment.** Payment shall be made by CONTRACTOR to STATE within 15 days after the STATE has presented CONTRACTOR with invoices for services performed or goods or materials supplied.
  
- 5. Authorized Representatives.** The STATE's Authorized Representative for this Agreement is **Patrick J. Dudley, 507-332 2033**, and the CONTRACTORS Authorized Representative for this Agreement is **Keith Walker, 507-330-4185**.
  
- 6. Information Privacy and Security.**

The CONTRACTOR and STATE must comply with the Minnesota Government Data Practices Act and the Health Insurance Portability Accountability Act ("HIPAA") as it applies to all data provided by the STATE under this

contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR under this contract.

If the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify and consult with the STATE's Authorized Representative as to how the CONTRACTOR should respond to the request. The CONTRACTOR's response to the request shall comply with applicable law.

It is expressly agreed that the CONTRACTOR will not be handling private data collected by STATE and is therefore not a member of or included within the "welfare system" for purposes of the Minnesota Government Data Practices Act as a result of this contract. It is also expressly agreed that CONTRACTOR will not be handling "protected health information" collected by STATE. CONTRACTOR is not a "business associate" of STATE, as defined in HIPAA as a result of or in connection with this contract. CONTRACTOR agrees not to discuss any health related issues with STATE's clients.

7. **Cancellation.** This Contract may be canceled by the STATE, Minnesota Commissioner of Administration, or CONTRACTOR at any time, with or without cause, upon seven (7) days written notice to the other Parties. In the event of such a cancellation, STATE will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
8. **Liability.** Each party shall be responsible for claims, losses and damages which are caused by acts or omissions of that party. The liability of STATE is as set out in Minnesota Statutes, section 3.736 and subject to the limitations therein. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or it may have or so construed as to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this Contract.
9. **Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice of law provisions, governs this Contract and amendments and supplements thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
10. **Assignment, Amendments, and Contract Complete.**
  - 10.1 **Assignment.** Neither STATE nor CONTRACTOR shall assign or transfer any rights or obligations under this Contract without the prior consent of the Party and a fully executed Assignment Agreement, approved by the same parties who executed and approved this Agreement.
  - 10.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
  - 10.3 **Waiver.** If the STATE fails to enforce any provision of this Contract, that failure does not waive the provision or STATE'S right to enforce it.
  - 10.4 **Contract Complete.** This Contract contains all negotiations and agreements between the STATE and the CONTRACTOR. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

**Remainder of Page Intentionally Left Blank (Signature Page follows).**

**1. CONTRACTOR:**

*CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of the COUNTY as required by applicable articles, by-laws resolutions or ordinances.*

<i>By:</i>
<i>Title:</i>
<i>Date:</i>

**2. STATE AGENCY:**

<i>By (with delegated authority):</i>
<i>Title:</i>
<i>Date:</i>