

State of Minnesota Temporary Employment Services Work Order Contract

This Work Order Contract is between the State of Minnesota, acting through the Minnesota Department of Human Services (“State” or “DHS”) and Worldwide Travel Staffing Limited, 2829 Sheridan Drive, Tonawanda, New York 14150 (“Contractor”). This Work Order Contract is issued under the authority of Master Contract T-Number 21THS, SWIFT Contract Number 200808, and is subject to all provisions of the Master Contract, which is incorporated by reference.

Recitals

1. The Contractor represents that it is duly qualified and agrees to perform all duties described in this Contract to the satisfaction of the State.
2. Contractor represents that it is registered with DHS Background Studies NetStudy 2.0 as a covered entity.
3. Contractor represents that it is registered with the Minnesota Department of Health as a Supplemental Nursing Services Agency (SNSA).

Work Order Contract

1. Term of Work Order Contract

- 1.1 **Effective Date:** The Effective Date of this Work Order Contract is October 4, 2021, 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 Work Order Contract until it is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.**
- 1.2 **Expiration Date:** The Expiration Date of this Work Order Contract is June 30, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Incorporation of Terms:** Master Contract, SWIFT Contact Number 200808, as signed by the State and Contractor, is incorporated herein in its entirety, by reference, and is available upon request from the State’s Authorized Representative or the Office of State Procurement.

2. Contractor’s Duties

The Contractor, who is not a State employee, will:

- 2.1 **Sourcing and Screening.** Recruit and Pre-screen Licensed Practical Nurses (LPN), Unlicensed Direct Care Workers, CNAs and Registered Nurses (RN) to determine whether their qualifications and capabilities comply with the minimum qualifications established in Exhibits B, C & D –Responsibilities and Requirements for each role, which are attached and incorporated into this Work Order Contract. The pre-screening shall include, but not be limited to, interviewing resources, Contractor’s best effort in obtaining all applicable information concerning previous employment, licensure, certifications, education, and professional skills. The Minnesota Department of Human Services (DHS) requires Contractor to submit a DHS background study for each resource. Contractor must complete a primary source verification of each resource’s license with the Minnesota

Board of Nursing. Contractor must obtain documentary proof that each resource is fully vaccinated against COVID-19. The costs of all Pre-Screening Information shall be the responsibility of the Contractor. Contractor will conduct continuous recruitment and backfill support to meet the staffing needs as requested by the DHS.

2.2 Onboarding.

2.2.1 Assure resources receive training and orientation for all staff work including but not limited to training on Vulnerable Adults, VA reporting, HIPPA, and Data Privacy. DHS may provide training materials via YouTube links. Contractor shall make these materials available to all resources on its website and assure all resources have completed training and orientation prior to reporting to the facility or location for work.

2.2.2 Submit DHS background study on each resource if resource has not already received a clear study. Provide study results and any orders from DHS to the facility. Contractor must forward any order for immediate removal or other negative or adverse information or order from DHS Background Studies via email to the site provider within one (1) hour of receipt by the Contractor. Contractor must ensure the removal of any resource immediately upon receipt of an order for immediate removal for any reason.

2.2.3 Work with DHS and the facility or location to obtain information and requirements for the specific facility or location. Contractor must provide resource(s) that meet all licensing and qualification requirements for the location or site the resource will be working at, which may include vulnerable adults and minor persons.

2.3 COVID-19 Testing. Test all resources for COVID-19 prior to the resource(s) being deployed, if required by MDH and CDC guidelines for the provider type where the resource(s) are being deployed. Any costs associated with testing staff for COVID-19 are the responsibility of the Contractor.

2.4 Requests for Resources. In consultation with DHS, provide resources on a basis that fills the needs of locations or facilities as identified by the State. Facilities or locations are 24 hour a day, 7 day a week operations. Contractor must provide availability to cover all shifts.

2.4.1 State's Authorized Representative will provide Contractor with information on facility needs as they arise; including the number of resources required, the expected dates the resource(s) will be needed, the name and location of the facility, and the contact information for an individual at the location or facility who is able to describe its needs in more detail. Once Contractor has received this information it shall work with the facility's contact to identify qualified resources and place them on site. Contractor shall make resources available to report to the location or facility for work within forty-eight (48) hours of the State submitting the request.

2.4.2 **On-call Services.** Contractor will employ a specified number of LPNs and unlicensed direct care staff, some of whom shall be Certified Nurse Assistants, for 40 hours a week for 12 weeks at the rates provided in Section 6.1.1, regardless of whether these staff are actually deployed. Where on-call services are needed, State should provide Contractor information including the number of resources needed, the geographical area of need for the resource(s), and the expected dates for which it would like to retain those resources for on-call services. Contractor shall make on-call resources available to report to the location or facility for work within four (4) hours of the State identifying an actual need for the resource to the Contractor, not

- including any travel time needed to reach a given location. Staff will be able to specify whether they are willing to work days or nights or both. If an on-call staff is not willing or able to report for their assignment within this time, so long as the location is not more than 150 miles from their home, then Contractor will immediately terminate the 12 week contract with the individual staff. Contractor will prioritize the placement of these On-Call staff over any other staff. Contractor must not place resources on-call or invoice the State for on-call services unless it has first received written approval from the State's Authorized Representative.
- 2.4.3 **Preference to Minnesota Residents.** Contractor will make reasonable efforts to provide resources who are residents of the State of Minnesota. Contractor will additionally make reasonable efforts to recruit or screen for resources from those communities within Minnesota that are disproportionately impacted by COVID-19 infection or by economic disruption related to the pandemic. Contractor may only assign an available resource from outside the State to a location if there are no resources from the State available to fill the State's request. Contractor will make reasonable efforts to provide qualified resources from States that border Minnesota in the event a resource from the State of Minnesota is not available.
- 2.5 **Supervision:** Coordinate resources with facility or location supervisor.
- 2.6 **Data Privacy.** Comply with the all applicable data privacy requirements including as specified in Exhibit A - Data Privacy which is attached and incorporated into this Work Order Contract.
- 2.5 **Sample Tasks.** Contractor shall provide resources upon request with the ability to perform the sample tasks described in Exhibit B – Licensed Practical Nurse Responsibilities and Requirements, Exhibit C - RN Qualifications, Responsibilities, and Requirements, and Exhibit D - Unlicensed Direct Care Worker Qualifications, Responsibilities, and Requirements.
- 2.6 **Wages and Compensation.** Contractor is responsible for payment of wages and other compensation to all resources assigned under this Work Order Contract and shall be responsible for all applicable withholdings and contributions of federal, state, and other local income taxes, social security taxes, workers' compensation, and unemployment insurance. Resources will be paid on a weekly basis.
- 2.7 **Timesheets.** Contractor will provide a timesheet management system to track and process timesheets for all resources assigned under this Work Order Contract. Contractor will separately track time and report labor and expenses for each resource so as to differentiate on-call time paid, with no deployment, and labor and expenses for each resource during their deployment. Contractor will provide an orientation for new resources for timesheet submittal.
- 2.8 **Confirmations.** Contractor will send the State a confirmation when resources are placed in a facility. The confirmation will contain the name of the facility, the name of the resource, and the position the resource was hired for. Confirmations should come within 24 hours of the placement.
- 2.9 **Status Reporting.** Contractor shall send a status report once a week via email to the State's Authorized Representative communicating the number of resources provided for each request and identifying any remaining requests unfilled.
- Contractor shall provide the
- Name of each resource,
 - location,

- start date and expected end date,
- hours worked for that week, and
- any issues the resources is experiencing.

Contractor shall provide a monthly spreadsheet to the State's Authorized Representative with the same criteria for all resources utilized over the previous month as well as the racial diversity and geographic sourcing of resources in aggregate, expressed in total hours.

2.10 **Insurance.** Maintain insurance coverage in compliance with the Insurance section of the Master Contract for the term of this Work Order Contract and provide evidence of such insurance upon the request by the State.

3. **Time.** The Contractor must comply with all the time requirements described in this Work Order Contract. In the performance of this Work Order Contract, time is of the essence.

4. **Equipment.** The facility provider will provide resources with necessary personal protective equipment and any other necessary equipment, tools, and resources to complete work.

5. **Federal Award Contract Provisions:** The Contractor agrees to comply with the Federal Award Contract Provisions set forth in Exhibit E Federal Contract Provisions, which is attached and incorporated into this Work Order Contract.

6. Consideration and Payment

6.1 **Consideration.** The State will pay for all services performed by the Contractor under this Work Order Contract as follows:

6.1.1 **Compensation.** The Contractor will be paid an hourly rate for the following services:

Description: Supplemental Staffing Services	Rates per Hour	Rates per Hour
	Standard/Regular	OT/Holiday
Licensed Practical Nurse	\$85.00	\$127.50
Registered Nurse	\$105.00	\$157.50
Unlicensed Direct Care Workers	\$45.46	\$68.19

6.1.1.1 Standard/Regular Rate applies for all hours worked up to and including 40 hours per work week.

6.1.1.2 Bonus. The State will reimburse Contractor for bonuses paid to encourage individual resources to continue working on the project. Any weeks previously worked by staff for the Temporary Staffing Pool, regardless of vendor, can count towards the previous hours worked. Any hours paid for on-call staff when staff are not deployed do not count towards the bonus. The bonuses are as follows:

Hours Worked	Bonus Amount
80	\$300
160	\$600
240	\$400
320	\$500

400	\$600
480	\$700

6.1.1.3 Overtime Rate applies for all hours worked above 40 hours in any given work week. All overtime must be approved by the State's Authorized Representative prior to Overtime being worked and will be compensated per the federal Fair Labor Standards Act. The State will designate Holidays.

6.1.2 **Travel Expenses:** Contractor shall exercise good judgment in incurring Per Diem costs and will make reasonable efforts to provide resources that are in close proximity to the facility or location. Contractor may assess a Per Diem of actual cost up to \$125 per day for the seven (7) county metro area (Hennepin, Ramsey, Dakota, Washington, Carver, Wright, Scott) and up to \$100 per day for all other areas for lodging if the resources' one-way commute to the site exceeds 60 miles or there is less than eight (8) hours before the resource is scheduled to work its next shift. Contractor may assess a Per Diem of actual cost up to \$36 per day for meals if the worker chooses lodging. In lieu of lodging and meals, the resource can choose mileage reimbursement at the published IRS rate up to the maximum per diem rate for lodging. To qualify for a Per Diem a resource must work at least an eight (8) hour shift on the day(s) the Per Diem is assessed.

6.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order Contract will not exceed **seven hundred fifty thousand dollars (\$750,000).**

6.2 **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed to the State's Authorized Representative and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Bi-weekly (every 2 weeks). Invoices should be emailed to the State's Authorized Representative at the address listed in Section 8.1. Invoice to include Resource Name, location of work, date worked, number of hours worked, number of on call hours, number of phone calls made, number of cases completed.

7. **Termination.** The State may terminate this Work Order Contract, according to the terms of the Master Contract.

8. Work Order Contract Authorized Representative and Project Managers

8.1 The State's Authorized Representative is:

Name: Carolyn Ham

8.2 Telephone Number: (651) 470-1941

Email Address: Carolyn.ham@state.mn.us

The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

8.3 The Contractor's Project Manager is:

Name: Kevin Peters

Telephone Number: 866-633-3700 ext. 133

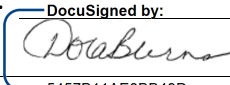
Email Address: kpeters@worldwidetravelstaffing.com

If the Contractor's Project Manager changes at any time during this Work Order Contract, the Contractor must immediately notify the State.

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1. State Encumbrance Verification

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

Print name: Dora Burns
Signature: 
Title: Contract Coordinator Date 10/18/2021
SWIFT Contract # MWK 202085

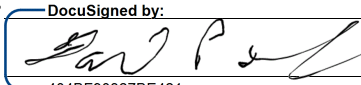
2. Contractor

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

Print name: Leo Blatz
Signature: 
Title: C.E.O. Date: 10/18/2021

3. State Agency

With delegated authority

Print name: Daniel L Pollock
Signature: 
Title: Assistant Commissioner Date 10/18/2021

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: Mark Haselman
Signature: 
Title: Master Contracts Administrator Date: 10/18/2021
Admin ID 73707

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EXHIBIT A

DATA PRIVACY

Information Privacy and Security.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to CONTRACTOR under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that CONTRACTOR will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, CONTRACTOR is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Contract. Therefore, CONTRACTOR is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Contract. If CONTRACTOR has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Contract, CONTRACTOR will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, in its capacity as CONTRACTOR under this Contract, CONTRACTOR must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. CONTRACTOR will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the CONTRACTOR or the STATE.
- D. In its capacity as CONTRACTOR under this contract, CONTRACTOR is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
- E. If the CONTRACTOR receives a request to release data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this Contract, CONTRACTOR must immediately notify and consult with the STATE's Authorized Representative as to how the CONTRACTOR should respond to the request
- F. Under this Contract, CONTRACTOR will be performing the functions of a government entity including, but are not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this Contract.
- G. CONTRACTOR's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5, to establish appropriate security safeguards for all records containing data on individuals.

- H. CONTRACTOR must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this Contract.

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EXHIBIT B

Licensed Practical Nurse Responsibilities and Requirements

The Role of a Licensed Practical Nurse:

The work will be in licensed long-term care settings such as nursing homes, assisted living, and group homes to provide direct care to persons with physical and/or cognitive and/or mental health impairments. The people served are vulnerable adults under Minnesota Law. Assignments are on an as needed basis and can extend up to fourteen (14) calendar days at the site from the first (1st) day the resource is on site.

Position Requirements:

- At least 18 years of age.
- Ability to work during any of the three shifts, including nights and weekends.
- Legally entitled to work in the United States (i.e. a US citizen or national or a lawful permanent resident)
- A valid and unencumbered Minnesota Licensed Practical Nurse license.
- Personal care, cleaning, escorting, providing meals.
- Ability to stand and/or walk for extended period of times, including the entire work shift.
- Lifting, usually up to 25 pounds, carrying, stooping can be necessary.
- Resources may be in locations where persons served (patients) and/or employees have tested positive for COVID-19.
- If working in a Substance Use Disorder Treatment Center, all resources who have direct client contact must, at the time of hiring, document that they meet the requirements in items A or B.
 - A. Program Directors, supervisors, nurses, assessors, and any other persons who have direct client contact must be free of chemical use problems for at least two years immediately preceding hiring and must sign a statement attesting to that fact.
 - B. Technicians must be free of chemical use problems for at least six months immediately prior to their hiring and must sign a statement attesting to that fact.

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Exhibit C

RN Qualifications, Responsibilities, and Requirements

The Role of a Registered Nurse:

The work will be in licensed long-term care settings such as nursing homes, assisted living, and group homes to provide direct care to persons with physical and/or cognitive and/or mental health impairments. The people served are vulnerable adults under Minnesota Law. Assignments are on an as needed basis and can extend up to fourteen (14) calendar days at the site from the first (1st) day the resource is on site.

Position Requirements:

- At least 18 years of age.
- Legally entitled to work in the United States (i.e. a US citizen or national or a lawful permanent resident)
- Ability to work during any of the three shifts, including nights and weekends.
- A valid and unencumbered Minnesota Registered Nurse license.
- Personal care, cleaning, escorting, providing meals.
- Ability to stand and/or walk for extended period of times, including the entire work shift.
- Lifting, usually up to 25 pounds, carrying, stooping can be necessary.
- Resources may be in locations where residents (patients) and/or employees have tested positive for COVID-19.
- If working in a Substance Use Disorder Treatment Center, all resources who have direct client contact must, at the time of hiring, document that they meet the requirements in items A or B.
 - A. Program Directors, supervisors, nurses, assessors, and any other persons who have direct client contact must be free of chemical use problems for at least two years immediately preceding hiring and must sign a statement attesting to that fact.
 - B. Technicians must be free of chemical use problems for at least six months immediately prior to their hiring and must sign a statement attesting to that fact.

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EXHIBIT D

Unlicensed Direct Care Worker Qualifications, Responsibilities, and Requirements

The Role of an Unlicensed Direct Care Support:

The work will be in licensed long-term care settings such as nursing homes, assisted living, Substance Use Disorder treatment centers, and group homes to provide direct care to persons with physical and/or cognitive and/or mental health impairments. The people served are vulnerable adults under Minnesota Law. Assignments are on an as needed basis and can extend up to fourteen (14) calendar days at the site from the first (1st) day the resource is on site.

Position Requirements:

- At least 18 years of age.
- Legally entitled to work in the United States (i.e. a US citizen or national or a lawful permanent resident).
- Ability to work during any of the three shifts, including nights and weekends.
- Certified nursing assistant or similar training desirable, but not required.
- Any previous experience working in similar setting providing direct care desirable, but not required.
- Personal care, cleaning, escorting, providing meals.
- Ability to stand and/or walk for extended period of times, including the entire work shift.
- Lifting, usually up to 25 pounds, carrying, stooping can be necessary.
- Resources may be in locations where persons served (patients) and/or employees have tested positive for COVID-19.
- If working in a Substance Use Disorder Treatment Center, all resources who have direct client contact must, at the time of hiring, document that they meet the requirements in items A or B.
 - A. Program Directors, supervisors, nurses, assessors, and any other persons who have direct client contact must be free of chemical use problems for at least two years immediately preceding hiring and must sign a statement attesting to that fact.
 - B. Technicians must be free of chemical use problems for at least six months immediately prior to their hiring and must sign a statement attesting to that fact.

EXHIBIT E

Federal Award Contract Provisions

Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Agreement. Additionally, the term “contract” shall mean the “Agreement”; the terms “OWNER”, “contractor”, “Contractor”, and “CONTRACTOR” shall mean and Worldwide Travel Staffing Limited and the terms “APPLICANT” and “STATE” shall mean the STATE OF MINNESOTA.

Subject to (i) applicable federal law, including but not limited to 2 C.F.R. §200.326 and 2 C.F.R., Part 200, Appendix II; (ii) STATE’s application of federal awards to this transaction; and (iii) the nature and cost of the transaction, the following provisions may be applicable:

1. Remedies.

The remedy provisions in the Agreement, including but not limited to Clause 7 of the Master Contract 200808, shall apply.

2. Termination For Cause and/or For Convenience.

The termination provisions in the Agreement, including but not limited to Clause 3 of the Master Contract 200808, shall apply.

3. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The APPLICANT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the APPLICANT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The APPLICANT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The APPLICANT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the APPLICANT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such APPLICANT; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. Copeland Anti-Kickback Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this lease agreement.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Department of Homeland Security or such other applicable agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. Rights to Inventions Made Under a Contract or Agreement.

The parties shall comply with the requirements of 37 CFR Part 401.

8. Clean Air Act and the Federal Water Pollution Control Act.

A. Clean Air Act.

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to STATE and understands and agrees that STATE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to STATE and understands and agrees that STATE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by STATE. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to STATE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification found in APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.

11. Procurement of Recovered Materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Access to Records.

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide STATE and/or other recipient(s), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the STATE and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. Changes.

The provisions related to changing or modifying the method, price, or schedule of the work in Clause 13 of the Agreement shall apply.

14. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROFESSIONAL/TECHNICAL
TEMPORARY EMPLOYMENT SERVICES MASTER CONTRACT
WORK ORDER CERTIFICATION FORM

SECTION 1 – INSTRUCTIONS

- Complete form for:
- Work Order Contracts
 - In excess of \$5,000

- Checklist if not using SWIFT:
- TWO (2) copies of this Certification Form
 - Copy of the Solicitation
 - Submit all to Department of Administration, Office of State Procurement, Professional and Technical Service Contracts, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

- Checklist if using SWIFT:
- Upload completed Certification Form to SWIFT
 - Attach the documents from the above checklist into SWIFT Event

NOTE: No work may begin before funds are encumbered and the work order contract is fully executed.

SECTION 2 –BACKGROUND

Department Human Services	Division CCOA
Estimated Cost: \$750,000 for one work order for different positions: RN, LPN, and Unlicensed Direct Care Workers.	Source of Funds Federal Coronavirus Relief Funds

*Original Contract Period: From: 10/1/2021 To: 6/30/21 With option to extend ____ add'l ____ yr. periods		
*Note: According to Minn. Stat. 16C.06 Subd. 3b(b), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law. The term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state. If you are requesting that the original contract length be longer than two years, please write a justification below:		
*The total work order contract term cannot survive the expiration date of the Master Contract.		

Agency certifies that Minn. Stat. 15.06 allows agency to enter into this professional/technical service contract.
 (Please check with agency attorney general staff if you have questions.)

Nature of Work Order Contract: The Contractor will use its best efforts to recruit and hire qualified Clinicians and direct care workers to staff designated residential facility(ies) that are facing a staffing crisis due to an outbreak of COVID-19 at the facility. Contractor will be the employer of record for any recruited staff and responsible for managing and paying them.

Product or Result: (Give details.)

Up to 100 Staff to provide direct care to people living in eligible congregate residential settings, as determined by the state.

In accordance with Minn. Stat. §16C.08, subd. 3, provide the following: (attach additional pages if necessary)

1) Describe how the proposed work order contract is necessary to achieve the agency's statutory responsibilities; The State of Minnesota is offering certain providers of residential services the option of requesting short-term emergency temporary staffing if they are experiencing an unexpected staffing shortage due to a COVID19 actual or suspected infection at their facility. By helping with staffing, the facilities will not have to close, so residents will not be have to be evacuated, which will help to contain the COVID-19 outbreak.

2) How will the contractor be selected from the list of master contract holders? (Check one)

Other – provide detail: Time is of the essence and it was the first to respond to our request and we have successfully worked with this vendor previously on this program.

3) Describe the performance measures or other tools that will be used to monitor and evaluate master contractor performance and how the results of the work will be used.

How many qualified staff they hire, how many staff they retain, how many facilities are able to avoid having to close due to lack of staffing, and its ability to hire staff from areas and communities disproportionately impacted by the health and economic consequences of COVID-19. Contractor will be in frequent contact with the state about ongoing operations.

SECTION 3 – AGENCY CERTIFICATIONS

Pursuant to Minn. Stat. 16C.08, I certify:

1. *No state **agency** employee is (a) able and (b) available to perform the services called for by the contract*
 - A. **How did you reach this conclusion:**
The facilities served are not state run, so there are no qualified state staff. In addition, due to the ongoing pandemic, finding qualified healthcare professionals is very difficult. Moreover, these are temporary positions existing only so long as the pandemic emergency persists.
 - B. **List other methods considered for accomplishing the work.** *[Example: In-house, other divisions or offices, other state agencies.]*
2. *Unless otherwise authorized by law, a competitive proposal process shall be used to acquire professional or technical services. A competitive bidding process shall not be utilized to acquire professional or technical services.*
3. *The following person(s) has/have been assigned to manage the contract as well as monitor and act as liaison for the contract Carolyn Ham at 651-470-1941 (telephone number).*
4. *The agency shall not allow a contractor to begin work before the contract is fully executed unless an exception under Minn. Stat. §16C.05, subd. 2a has been granted by the commissioner and funds are fully encumbered.*
5. *A contract shall not establish an employment relationship between the state or the agency and any persons performing under the contract.*
6. *In the event the results of the contract work will be carried out or continued by state employees upon completion of the contract, the contractor is required to include state employees in development and training, to the extent necessary to ensure that after completion of the contract, state employees can perform any ongoing work related to the same function.*
7. *The contractor and agents must not be employees of the state.*
8. *The terms of the contract must permit the commissioner to unilaterally terminate the contract prior to completion, upon payment of just compensation, if the commissioner determines that further performance under the contract would not serve agency purposes.*
9. *The agency shall not contract out its previously eliminated jobs for four years without first considering the same former employees who are on the seniority unit layoff list who meet the minimum qualifications determined by the agency.*
 - The seniority unit layoff list was reviewed on _____ (date, within past three months);* **OR**
 - Not applicable or no one has been laid off from the unit in the last four years.*

10. *The terms of a contract must provide that no more than 90 percent of the amount due under the contract may be paid until the final product has been reviewed by the head of the agency entering into the contract and the head of the agency has certified that the contractor has satisfactorily fulfilled the terms of the contract, unless specifically excluded or modified in writing by the commissioner. This clause does not apply to contracts for professional services as defined in sections 326.02 to 326.15.*

Reasonable efforts will be made to avoid conflicts of interest throughout the selection and performance of this contract. All potential or actual conflicts of interest will be reported to OSP.

The following three Internal Approval signatures are for agency use; they are not required by OSP.

Activity Manager: <small>DocuSigned by:</small>	Date:
Division Director: <i>Carolyn Ham</i> <small>32BAAE21D446410...</small>	Date: 10/18/2021
Assistant Commissioner (program): <i>[Signature]</i> <small>404BF90327BE421...</small>	Date: 10/18/2021
<small>Agency signature (required)</small> <small>DocuSigned by:</small>	
Authorized Certification/Officer authorized to sign contracts: <i>[Signature]</i> <small>404BF90327BE421...</small>	Date: 10/18/2021
<small>Department of Administration signature (required)</small> <small>DocuSigned by:</small>	
Office of State Procurement/Professional Technical Approval: <i>Mark Haselman</i> <small>27F2E3577E6D4CB...</small>	Date: 10/18/2021

Minnesota Statutes 16A.15/16C Violation

Instructions

Route and sign in order. See [Procurement Violation Policy](#) for additional information.

ADMINISTRATION-DIVISION/PROGRAM Continuing Care		1. DIVISION DIRECTOR (PRINT & SIGN) / DATE	
2. ASSIST. COMMISSIONER (PRINT & SIGN) / DATE		3. DHS CHIEF FINANCIAL OFFICER (PRINT & SIGN) / DATE	
4. PROCUREMENT DIRECTOR (PRINT & SIGN) / DATE	PO REF (IF APPLICABLE) K 202085/PO 3-87560	5. ACCOUNTING DIRECTOR (PRINT & SIGN) / DATE	

From

PERSON RESPONSIBLE (PRINT & SIGN) / DATE	PHONE NUMBER (INCLUDE AREA CODE)	MAIL CODE
--	----------------------------------	-----------

No obligation Incurred prior to encumbrance or contract execution

I certify that work has not started as of 10/18/2021 and will not begin until this contract is fully executed.

PERSON RESPONSIBLE SIGNATURE 	DATE 10/18/2021
--	--------------------

(If no obligation has been incurred remaining signatures are not needed)

Type of Violation *(select all that apply)*

- Service provided/purchase made prior to encumbrance (16A violation):
 - Supplies Equipment Other commodity [P/T Services](#) Grant
- Prior Authorization not obtained
 - Out of State Travel Form Special Expense Form EIOR
- Fiscal Year end payment deadline missed (employee travel or other)
- Services provided before contract signed (16C violation)
 - [P/T Services](#) Grant Supplies Equipment Other commodity

Has an Electronic Inter-Office Request (EIOR) been submitted to reconcile this violation?

No Yes EIOR # _____

Vendor

NAME Worldwide Travel Sta ng LTD				
STREET ADDRESS 2829 Sheridan Dr		CITY Tonawanda	STATE NY	ZIP CODE 14150
OBLIGATION DATE (WHEN SERVICES/WORK WERE PROVIDED/STARTED, GOODS RECEIVED, OR EXPENSE INCURRED)		OBLIGATION AMOUNT		H55 FIN DEPT ID

Reason(s) why

- 1) Obligation was incurred before required funds were encumbered
- 2) Required prior approvals were not obtained
- 3) Fiscal deadline was missed

Explain

What corrective action will be taken to prevent the above problem from occurring in the future?

Attach this form and original invoices to EIOR.