

## **PURCHASE OF SERVICE AGREEMENT**

Kandiyohi County Health and Human Services, 2200 23<sup>rd</sup> Street NE, Suite 1020, Willmar, MN 56201 hereinafter referred to as the "Department" and United Community Action Partnership, Inc., a 501(C)(3) non-profit corporation, PO Box 1359, 200 4<sup>th</sup> Street SW, Willmar, Minnesota 56201, hereinafter referred to as the "Contractor" enter into this agreement to provide Family Based Services for the period January 1, 2020 through December 31, 2020.

### **WITNESSETH:**

**WHEREAS**, pursuant to the Community Social Services Act, Minnesota Statutes 1988, Section 256E.03, Subdivision 2, and Section 256.08, Subdivision 1, as amended by the Laws of Minnesota, 1989, the Department has identified a certain population in the County who are in need of family-based services and wishes to purchase their services for the Contractor; and

**WHEREAS**, the Contractor is a 501(C)(3) non-profit corporation organized under the laws of Minnesota; and

**WHEREAS**, the Contractor has qualified staff to furnish said services; and

**WHEREAS**, the Contractor will best serve the needs of this identified client population by furnishing services on a cost per unit basis (a unit being 1 hour of services); and

**WHEREAS**, the Department wishes to purchase such services from the Contractor,

**NOW, THEREFORE**, in consideration of the mutual understanding and agreements hereinafter set forth, the County and the Contractor agree as follows:

### **I. PURCHASE OF SERVICES**

A. The Contractor agrees to provide the following services:

1. Assist the Department staff in the prevention and treatment of child abuse and neglect by working in homes with parents and children to strengthen families and to assist parents with skills needed in order for children to be reunified.
2. Observe and document family interactions in order to assist the Department social worker to determine the needs and level of service to be provided to the family.
3. Assist the Department social worker in developing an individualized family services contract by suggesting methods to achieve set family goals.
4. Demonstrate and teach parenting skills, nurturing skills, discipline methods and child growth and development to client.
5. Demonstrate and teach household, time and money management techniques where appropriate and directed by the Department social worker and/or family, provide protective payee services.
6. Teach health, safety, and nutritional needs to the family.
7. Assist clients to learn effective strategies to manage stress.
8. Assist family members to understand and cope with separation and loss issues.

9. Assist clients in accessing other community services as determined by the Department social worker.
  10. Guide family members in developing and maintaining appropriate socialization skills.
  11. Encourage and assist parents to participate in parent education.
  12. Document significant information on families in case files and prepare quarterly written reports for Department social worker.
- B. The Contractor will provide field staff with education and experience to qualify them to deliver Family Based Services. Staff either will have prior education and/or experience equivalent to the requirements for this program or will attend training to satisfy the requirements for the Family Based Provider Training Program during the term of this agreement. The field staff will be supervised by the Contractor Manager who has experience and education related to Family Based Service issues.
  - C. The Contractor shall make every reasonable effort to maintain sufficient trained and qualified staff, facilities and equipment necessary to deliver the purchased services. The Contractor shall in writing within ten (10) days, notify the Department whenever it is unable to, or going to be unable to, provide the necessary quantity of purchased services. Upon termination for any reason, all documents and records pertinent to the services provided while this agreement is in effect shall be transferred to the Department at the date of termination.
  - D. Direct purchased services will be provided in the homes of identified client families, and also indirect services at the Contractor's offices at P.O. Box 1359, 200 4<sup>th</sup> Street SW, Willmar, Minnesota 56201.
  - E. The Department shall:
    1. Refer appropriate cases to the Contractor with pre-established measurable goals.
    2. Provide reimbursement to the Contractor for reimbursable expenses and staff production hours (SOH) submitted on monthly invoices.
    3. Assign a social worker to each client family referred to the Contractor for Family Based Services. The social worker shall monitor Family Based staff activities, provide direction and consultation to the Contractor staff, (consisting of an initial face to face meeting at the time of referral and monthly thereafter, and telephone contacts as needed, and include staff and members of a team which discusses and makes recommendations regarding continuation or termination of Contractor services.

## **II. PROVISION OF SERVICE**

- A. The Contractor, after receiving a written referral containing specific measurable goals from the Department, shall, in consultation with the social worker and the family, complete a written contract.
- B. The written contract will define mutual goals and objectives to be accomplished. The contract will also specify the amount, frequency and duration of purchased Family-Based Services to be provided to eligible client families.
- C. The Department social worker and Family Based Provider will evaluate the family's achievement of the goals and objectives as identified in the written contract.
- D. The Contractor will not charge any program or service fees to client families served under this agreement.

### **III. PAYMENT OF PURCHASED SERVICES**

In order to maintain a quality provision of purchased service to client families, services shall be furnished and payment shall be made in the following manner. The total amount to be paid for such purchased services shall not exceed \$160,000.00 The unit cost for providing the services to reimbursable clients shall be \$51.53 per hour. Said purchased services will be provided in the client's home or such other community facilities as the parties mutually agree. Reimbursement shall be made on the basis of 100% of the Contractor's charges for services to eligible recipients. \$30,857.00 is allocated specifically to serve PSOP (Parent Support Outreach Program) families as provided through the Minnesota Department of Human Services grant allocation for PSOP services in Kandiyohi County. \$129,143.00 shall be utilized primarily for Family Based Services however can support the PSOP program once the Minnesota Department of Human Services grant funds are exhausted, with prior Department approval.

### **IV. METHOD OF PAYMENT**

- A. The Contractor will forward to the Department on a monthly basis an invoice covering the purchased services to eligible client families. The Contractor will complete the invoice and forward it to the Department within seven (7) working days after the month service.
- B. The Department shall make payment within thirty (30) days of the date of the invoice covering purchased services to eligible client families for whom the Department authorized services.
- C. Failure to comply with the terms of the agreement shall be just cause for delaying payment.

### **V. RECORD DISCLOSURE/EVALUATION AND REPORTS**

- A. The Contractor agrees to send the financial, statistical and social services reports to the Department on a monthly or quarterly basis, as requested.
- B. The Department's procedures for monitoring and evaluating the Contractor's performance under this contract may include, but are not limited to, on-site visits to the Contractor's facility; review of client files; review of Contractor's financial, statistical and program records; and a review of reports and data supplied by the Contractor at the Department's request.
- C. The Contractor agrees to allow personnel of the Department, the Minnesota Department of Human Services and the Department of Health and Human Services access to the Contractor's facility and access to records at reasonable hours and notice to exercise their responsibility to monitor purchased services.
- D. If the collection of fees is delegated to the Contractor, the Contractor agrees to provide the Department with information about fees collected and the fee source.
- E. The Contractor agrees to make available all records pertaining to the contract at P.O. Box 1359, 200 4<sup>th</sup> Street SW, Willmar, Minnesota 56201 for five (5) years for audit purposes, in accordance with Minnesota Rules, part 9525.1920, subpart 4 and the Centers for Medicare, Medicaid Services (CMS) regulations.
- F. Information regarding any revenue received for program costs. In the event Contractor

- receives revenue other than from this Contract, and such revenue is used to provide any or all of the contracted services or to pay the personnel for the time allocated to providing said services, then that revenue shall be deducted from the amount which the Contractor would otherwise be entitled to under this Contractor. Contractor further agrees to return any or all such expenses payment to the County within sixty (60) days of a request.
- G. The Contractor shall, upon reasonable notice, meet with County personnel to assist the County in evaluation of services.
  - H. The Contractor shall develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the support plan and shall submit progress reports at least annually for each individual person or as identified in the Individual Support Plan. The Contractor agrees to develop reports that will contain sufficient specificity to enable the County to monitor and evaluate the person's achievement of goals and objectives stated in the individual's support plan.
  - I. If applicable, the Contractor shall provide incident reports for persons under public guardianship to the County case manager, the person and the person's legal representative.
  - J. The Contractor shall provide the Department with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as requested by the Department to verify that the present and subsequent services are being rendered by competent, trained, qualified and properly licensed or certified personnel as described in the applicable federally approved Minnesota state waiver plan.
  - K. The Contractor will submit annually, by July 1<sup>st</sup> of each year, their current Emergency Contingency Plan to the Department.

## **VI. DATA PRIVACY**

- A. Minnesota Government Data Practices Act: Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, Health Insurance Portability and Accountability Act (HIPAA) requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. Contractor understands that all of the data created, collected, received, stored, used, maintained or disseminated by Contractor in performing those functions that Kandiyohi County would perform as a government entity, is subject to the requirements of Chapter 13, and Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of Contractor to provide the public with access to public data if the public data is available from the government entity, except as required by the terms of this contract.
- B. All client families referred to the Contractor for services under the terms of this Agreement shall receive the same respect and timely service afforded to clients who apply for and receive other Contractor's program services. The individual employed by the Contractor who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, shall be Debra Brandt or other employee of the Contractor as designated by its Director.
- C. Required under the HIPAA Privacy Standards, the Contractor provides assurances that it will comply with HIPPA requirements necessary to protect individual

identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported; secure satisfactory assurances from any subcontractor; grant individual access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

- D. The Department shall ensure that a joint Release of Information document is completed prior to providing private information to the Contractor, in accordance with Minnesota Rules, parts 1205.0100 to 1205.2000.

## **VII. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION**

Federal Regulations 45 CFR 92.35 prohibits the Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, MS, Section 16C.03, subd 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this contract, the Contractor certifies that it and its Principals\* and employees:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency; and
- have not within a three-year period preceding this contract: 1) been convicted or had a civil judgment rendered against the for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above; and
- shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local) transaction violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

\*"Principals," for the purpose of this certification, means officers, directors, owners,

partners and person having primary management or supervisory responsibilities within a business entity.

Directions for On Line Access to Excluded Providers: -To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the following websites:

- System for Award Management (SAM) An official website of the U.S. Government: <https://www.sam.gov/SAM/>
- Office of Inspector General: <http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>

If you do not have access to the website, and/or need the information in an alternative format, contact the Agency.

## **VIII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS**

- A. Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; and all other federal regulations which prohibit discrimination in any program receiving federal financial assistance.
- B. Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073. This section shall not apply if the grant is for less than \$100,000, or the Contractor has employed forty (40) or less full-time employees during the previous twelve (12) months. Contractor also agrees to comply with all other applicable provisions in Minnesota Statutes, chapter 363.
- C. The Contractor agrees it will operate in compliance with the stated non-discrimination laws, regulations, policies, and guidance as stated in the Civil Rights Assurance Agreement. The Contractor agrees to sign the Civil Rights Assurance Agreement and provide it to the County. The Contractor agrees to follow all terms and conditions of the Civil Rights Assurance Agreement, terms and conditions which are incorporated into this contract by reference.

## **IX. FAIR HEARING AND GRIEVANCE PROCEDURE**

The Contractor will establish a system through which eligible clients/families may present grievances about the operation of the service program, and the contractor shall advise eligible client families of this right.

The Department agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

## **X. BONDING, INDEMNITY, AND INSURANCE**

- A. Bonding/Crime Insurance: The Contractor agrees to obtain and maintain for the duration of this agreement a General Fidelity Bond or Crime Insurance Policy which

covers monies of the county handled by the service provider, monies and/or securities of clients of the county, and access to monies and/or security of clients that the service provider staff come into contact with. In addition, Kandiyohi County must be named as an additional insured on the crime insurance policy. Copy of certificate of insurance or bond must be provided to the Department. Such policy or bond shall be in the amount of \$100,000.

- B. Indemnity: The Contractor agrees to defend, indemnify and hold Kandiyohi County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the Contractor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

## **XI. LIABILITY AND WORKERS COMPENSATION INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from Contractors operations under contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them be liable.

It is understood that United Community Action Partnership, Inc., as a governmental entity, is guided by and protected under MN Statute 466. Furthermore, that United Community Action Partnership, Inc. is expected to procure insurance against liability, the limits should be in accordance with MN Statute 466.

- A. Worker's Compensation including Employers Liability with the following coverage and limits.
- Bodily Injury by Accident - \$500,000 each person, each occurrence
  - Bodily Injury by Disease - \$500,000 policy limit
  - Bodily Injury by Disease - \$500,000 each employee
- B. Automobile Liability Coverage including Hired Care and Employers Non-Ownership Liability with the following Limits of Liability:
- Combined Bodily Injury and Property Damage - \$500,000 per person/\$1,500,000 per occurrence
- C. Commercial General Liability to Include the Following Coverage and Limits of Insurance:
- Each Occurrence Limit - (Combined Bodily Injury and Property Damage) - \$1,500,000
  - General Aggregate Limit - (other than products - completed operations - \$3,000,000
  - Products - Completed Operations Aggregate Limit - \$3,000,000
  - Personal and Advertising Injury Limit - \$1,500,000
  - Fire Damage Limit - \$100,000 any one fire
  - Medical Expense Limit - \$5,000 any one person
  - Professional Liability - \$2,000,000
  - Annual Aggregate Level I- \$4,000,000
- Coverage Afforded Shall Include:

Premises/Operations  
Products/Completed Operations  
Contractual Liability Including Oral and Written Contracts  
Personal and Advertising Injury  
Fire Damage  
Medical Payments

- D. A Certificate of Insurance naming Kandiyohi County as certificate holder shall be furnished to Kandiyohi County prior to commencement of the project and shall also include the following stipulations:
1. Specify Kandiyohi County as an additional insured for Automobile, Commercial General Liability or for any other liability policies.
  2. Provide 30 days' notice of cancellation to certificate holder.

## **XII. MODIFICATION OF THE AGREEMENT**

Any material alterations, variations, modifications, or waivers of provision of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

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

- A. It is understood and agreed that if during the term of this Agreement reimbursement to the Department, from State and/or Federal sources is not obtained and continued at any aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, then the Department may cancel or amend this Agreement; provided that any cancellations of this Agreement shall be without prejudice to any obligations of liabilities of the parties already accrued prior to such cancellations.
- B. In the event there is a revision of Federal regulations which might make this agreement or any portion thereof ineligible for Federal renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations. Refusal to renegotiate in order to bring this Agreement into compliance shall be cause for termination of this Agreement as of the date when this Agreement is ineligible for Federal financial participation.
- C. When required, the Contractor will assist the Department with proper documentation for completing forms and reports in compliance with the regulations of all State and Federal agencies, including but not limited to the Minnesota State Department of Human Services, Social Security Administration, National Institute on Mental Health, and any regulatory agency acting under agencies of the United States Department of Health and Human Services and other public sources of financial assistance.
- D. The Contractor will comply with all the provision of:
1. The Maltreatment of Minors Reporting Act, Minnesota Statutes 1990, Section 626.556, and Minnesota Rules, Chapter 9560, Parts 0250-0300, as promulgated by the Minnesota Department of Human Services implementing such Act not in force of hereafter adopted.
  2. The Vulnerable Adults Reporting Act, Minnesota Statutes 1988, Section 626.557, and all rules promulgated by the Minnesota Department of Human Services implementing such Act not in force or hereafter adopted.



- E. Any materials produced by the Contractor, including brochures, pamphlets, and publications describing the Purchased Services herein, shall contain a clear statement that such program is provided through a Purchase of Service Agreement with Kandiyohi County.

#### **XIV. SUBCONTRACTING AND ASSIGNMENTS**

- A. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without prior written approval of the Department.
- B. All subcontractors shall be subject to and shall meet all requirements of this contract.
- C. The Contractor shall ensure that any and all subcontracts, to provide service under this contract, shall contain the following language:
  - 1. The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract.
  - 2. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the subcontractor for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, or all or any part of the contract between the county board and the Contractor.
  - 3. The subcontractor specifically acknowledges that the county board and the Minnesota Department of Human Services are entitled to and may recover from the subcontractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained in a court of law.
  - 4. This provision shall not be construed to limit the rights of any party to the contract 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.
- D. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

#### **XV. NON-COMPLIANCE**

- A. If the Department, Contractor or subcontractor fails to comply with the provisions of this contract, any party may seek any available legal remedy.
- B. Either party shall notify the other party within thirty (30) days when a party has reasonable grounds to believe that this contract has been, or will be, breached in a material manner. The party receiving such notification shall have thirty (30) days, or such other reasonable period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

#### **XVI. MISCELLANEOUS**

The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party

under this contract. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the Contractor 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 contract between the county board and the Contractor.

The Department of Human Services is entitled to and may recover from the Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained in a court of law. This provision shall not be construed to limit the rights of any party to the contract 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.

## **XVII. CANCELLATION AND FINALIZATION**

- A. This Agreement or a portion thereof may be canceled by either party at any time, with or without cause, upon thirty (30) days' written notice, delivered by certified mail or in person.
- B. After receipt of a notice of cancellation, and except as otherwise directed, the Contractor shall:
  - 1. Discontinue provision of Purchased Services under this Agreement on the date, and to the extent specified, in the notice of cancellation.
  - 2. Cancel all orders and subcontracts to the extent that they relate to the performance of Purchased Services canceled by the notice of cancellation.
  - 3. Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice and cancellation, provided; however, that the claims and liabilities for orders and subcontracts had been approved by the Department.
  - 4. Complete performance of such Purchased services as shall not have been canceled by the notice of cancellation.
  - 5. Maintain all records relating to performance of the canceled portion of the Agreement as may be required by the Department.
  - 6. Notify all eligible Recipients of the cancellation of this Agreement.

## **XVIII. EXTENSION CLAUSE**

The parties further agree that this contract shall be automatically extended for an additional period up to 90 days from the end date of this Contract in the event that a new contract between the parties concerning the same subject matter is being negotiated but has not been executed prior to the expiration date. The purpose of this extension is to insure uninterrupted services. In the event that this contract is extended pursuant to the foregoing provision, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this contract, by mutual agreement of the parties.

## **XIX. ENTIRE AGREEMENT**

It is understood and agreed upon that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any alterations to this document will render the agreement null and void. Subsequent alterations, amendments, deletions, or waivers of the

provisions of this agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

The Purchase of Service Agreement between Kandiyohi County and United Community Action Partnership, Inc. enter into this agreement for the period from January 1, 2020 through December 31, 2020.

The person(s) executing this agreement on behalf of the Contractor is its Executive Director and does so on behalf of the Contractor, and represents that the person(s) executing the agreement does so with the full legal authority of the Contractor.

\_\_\_\_\_  
Debi Brandt, Executive Director  
United Community Action Partnership, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Lippert, Director  
Kandiyohi County Health and Human Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harlan Madsen, Chair  
Kandiyohi County Board of Commissioners

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, The Department and the Contractor have executed this agreement as of the day and year first above written.

**APPROVED AS TO FORM AND EXECUTION**

\_\_\_\_\_  
Shane D. Baker  
Kandiyohi County Attorney

\_\_\_\_\_  
Date

**Kandiyohi County Health and Human Services**  
**2019-2021 Kandiyohi County-Contractor Civil Rights Assurance Agreement**

Kandiyohi County Health and Human Services agrees to comply with the civil rights assurance of compliance (hereafter “Civil Rights Assurance Agreement”) as a condition of receiving Federal financial assistance through the Minnesota Department of Human Services. The Civil Rights Assurance Agreement is binding upon the County Agency, its successors, transferees, and assignees for as long as the County Agency receives Federal financial assistance. The Minnesota Department of Human Services may enforce all parts of the Civil Rights Assurance Agreement as a condition of receipt of such funds.

Compliance by Contractors and Vendors: The County Agency further agrees that by accepting this Civil Rights Assurance Agreement, it will obtain a written statement of assurance from all of its contractors and vendors (i.e., applying to all programs), assuring that they will also operate in compliance with the stated nondiscrimination laws, regulations, policies, and guidance. The written statement of assurance from all of its contractors and vendors must be maintained as part of the County Agency’s *Comprehensive Civil Rights Plan* and must be made available for review upon request by the Minnesota Department of Human Services or the U.S. Department of Agriculture.

**United Community Action Partnership, Inc.**

**AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL  
AND STATE CIVIL RIGHTS LAWS:**

The Contractor/Vendor agrees to:

1. Administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS-approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP); comply with Title VI of the Civil Rights Act of 1964; section 11(c) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all the requirements imposed by the regulations issued pursuant to these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP.
2. Administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United

States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.

3. Administer all programs in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all the requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor/Vendor and the Department of Human Services further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties.
4. The Contractor/Vendor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor/Vendor also agrees to permit authorized Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as needed to determine compliance with the nondiscrimination laws.

**By signing on behalf of the Contractor/Vendor, I state that I am authorized to bind the Contractor/Vendor to the terms of the 2019-2021 Civil Rights Assurance Agreement and commit it to the above provisions.**

**United Community Action Partnership, Inc.**

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Debi Brandt  
Executive Director

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Date

## **ADDENDUM**

### **Clarification of SNAP Civil Rights Requirements – Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP),” and Titles II and III of the Americans with Disabilities Act**

This addendum clarifies core civil rights requirements to ensure meaningful access to programs, services, and information for persons with Limited English Proficiency (LEP) and persons with disabilities in accordance with Federal law, regulations, and current guidance from the U.S. Department of Department of Justice (DOJ) and the U.S. Department of Agriculture (USDA).

#### **Meaningful Access for LEP Individuals**

State agencies that participate in the Supplemental Nutrition Assistance Program (SNAP) must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. SNAP State agencies that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI), and SNAP program regulations.

#### **Federal LEP regulations and guidance include:**

- SNAP regulations provided by 7 CFR Part 272.4 (b), “Bilingual requirements”;
- Executive Order 13166 of August 11, 2000, “Improving Access to Services for Persons with Limited English Proficiency,” reprinted in 65 FR 50121, 50122 (August 16, 2000);
- DOJ policy guidance titled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” published in 67 FR 41455, 41457 (June 18, 2002); and
- USDA policy guidance titled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” 79 FR 70771-70784 (November 28, 2014).

#### **Four Factor Analysis for Assessing LEP Needs**

To be in compliance, the Title VI guidance provided by DOF and USDA instructs State Agencies to assess the LEP needs of the population served and determine the LEP services required by balancing four factors:

1. The number or proportion of persons with limited English proficiency are eligible to be served or likely to be encountered within the area serviced by the recipient;
2. The frequency with which persons with limited English proficiency come in contact with the program;
3. The nature and importance of the program, activity, or service to people’s lives; and
4. The resources available to the recipient and costs.

SNAP State agencies must also comply with the specific requirements established by 7 CFR Part 272.4 (b) and should include these obligations in the LEP assessment.

#### **Developing an LEP Plan**

After completing an assessment of LEP needs, SNAP State agencies should develop an implementing plan to address the LEP needs of the population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging for telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language line services are available in appropriate languages. Quality and accuracy of the language service is critical in order to

avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing State and local budgets and front line staff should understand how to obtain LEP services.

USDA's 2014 policy guidance includes detailed information on assessing LEP needs, identifying practices for translating documents that will be seen as strong evidence of compliance. For additional assistance and information on LEP matters, please also visit <http://www.lep.gov>. The website includes online LEP mapping tools designed to help assess the language needs of the population served by a particular program or facility.

### **Ensuring Equal Opportunity Access for Persons with Disabilities**

SNAP State agencies must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. State agencies that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the Americans with Disabilities Act (ADA), and SNAP program regulations.

DOJ published revised final regulations implementing Titles II and III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35, "Nondiscrimination on the Basis of Disability in State and Local Government Services" and 28 CFR Part 36, "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities." In accordance with the implementing regulations, State Agencies must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a State agency may not require an individual with a disability to bring another individual to serve as an interpreter, and may rely on a person accompanying a disabled individual only in limited circumstances. When a State agency communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. State agencies must also ensure that interested persons, including people with low vision or who are hard of hearing can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

### **Please Deliver Signed**

### **2019-2021 Kandiyohi County-Contractor Civil Rights Assurance Agreement to:**

Mary La Patka  
Administrative Coordinator  
Kandiyohi County Health and Human Services  
2200 23<sup>rd</sup> Street NE – Suite 1020, Willmar, MN 56201  
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