

**PURCHASE OF SERVICE CONTRACT  
EXTENDED EMPLOYMENT SERVICES**

**SOUTHWEST ADULT MENTAL HEALTH CONSORTIUM  
DISCRETIONARY MONIES- EMPLOYMENT FUNDS**

The Kandiyohi County Board of Commissioners, located at the Health and Human Services Building, 2200 23<sup>rd</sup> Street NE, Suite 1020, Willmar, MN 56201, acting through **Kandiyohi County Health and Human Services**, hereafter referred to as the “Agency”, and, **West Central Industries, Inc.**, 1300 SW 22<sup>nd</sup> Street, PO Box 813, Willmar, MN 56201, hereafter referred to as the “Contractor”, enter into this Contract effective for the period beginning July 1, 2020 through December 31, 2021, regardless of the date of the signatures hereunder, unless sooner terminated or unless extended, as provided herein.

**WITNESSETH**

**WHEREAS**, the Contractor is a private, non-profit corporation organized under the laws of Minnesota;

**WHEREAS**, the Agency wishes to purchase eligible Extended Employment Services for individuals from the Contractor, and

**WHEREAS**, the Agency has identified persons who are in need of said services, in accordance with applicable Minnesota Rules, and the Agency wishes to purchase these services from the Contractor, and

**WHEREAS**, the Contractor represents that it is duly qualified and willing to perform such services;

**WHEREAS**, the Agency and the Contractor, according to Minnesota Rules, understand and agree that this contract serves as a lead county contract for services purchased from financially responsible agencies of other counties for services provided in Kandiyohi County.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

**A. Definitions:**

**437x Mental Health Services** – Supported Employment and Individualized Placement and Support Services

Person centered support provided to persons with a serious mental illness to locate and maintain competitive employment in the community. This cannot be used for center-based employment.

**638X Adult Services – Extended Employment**

Programs providing paid work and other services as a step in the rehabilitation process for those who cannot be readily absorbed in the competitive labor market, or during such time as opportunities for them in the competitive labor market do not exist. It includes the following programs:

- \* Long-term Employment - paid work on the premises of a rehabilitation facility and training services on or off the premises which do not include work activity.
- \* Work Activity - paid work and training services for the primary purpose of providing basic vocational skills development for persons with a disability and which permit a level of production below that required for a long-term employment program.

**B. PURCHASE OF SERVICE(S)**

1. The total amount to be paid by the Agency for Extended Employment Services purchased from the Contractor shall not exceed the amount of discretionary employment monies available from Consortium.
2. The total amount to be paid pursuant to this Contract shall not exceed the compensation due for the amount of services authorized and actually delivered. The Lead County or any other Financially Responsible Agency does not guarantee to purchase any minimum amount of services under this Contact.
3. The maximum number of clients served by the Contactor shall be 15.
4. Reimbursement for services shall be made on the basis of 100% of the full cost of services to eligible clients as specified in the Service Agreement.
5. The County of Financial Responsibility shall determine the amount of services to be delivered and the total cost of services for each person, as stated on the Individual Service Authorization.
6. The parties shall understand and agree that all services provided to eligible recipients under the terms of the Lead County Contract shall be in accordance with the Service Plans for client.
7. The County of Financial Responsibility will not delegate the development of Service plans to the Contractor. The Contractor shall not accept, nor assume responsibility for completing Service Plans for clients.
8. The Contractor will be responsible for participation in the Team convened by the Case Manager of the County of Financial Responsibility to review the Service Plan and identify priority needs based on long term goals, if requested.

9. The Contractor shall maintain written client records. The records shall include:
  - a. Emergency procedures to be followed by staff in medically related client situations.
  - b. Copies of the Service Plans and Progress notes clearly describing the client’s progress towards the goals outlined in the Plans.
  - c. Necessary release of information sheets signed by the client and/or legal guardian.
  - d. Copies of correspondence between Contractor and County of Financial Responsibility.
10. If a County of Financial Responsibility, other than the Agency, chooses to purchase service from the Contractor, concurrence must be obtained from the Agency according to Minnesota Rules.
11. The Contractor may provide the following services in Kandiyohi County with charges being no more than the following rates:

<b>SERVICES</b>	<b>BRASS CODE</b>	<b>SERVICE UNIT</b>	<b>UNIT RATE EFFECTIVE</b>
Center Based Employment	4370 6380	Daily Per Diem	*\$13.53
Center Based Employment	4370 6380	Partial Day Per Diem	**\$9.06
Crew/Enclave	4370 6380	Daily Per Diem	*\$13.53
Crew/Enclave	4370 6380	Partial Day Per Diem	**\$13.53
Individual Supported Employment	4370 6380	Monthly	\$273.73 ***

- \*The daily per diem is billed when a client attends more than four (4) hours daily.
- \*\*The partial daily per diem is billed when a client attends four (4) hour or less daily.
- \*\*\*A majority of a client’s work schedule must be non-centered based, individual supported employment.

12. The Contractor agrees not to charge any program or service fee for services to eligible clients as County of Financial Responsibility except in accordance with B.10. above.
13. Employment case management services rendered by the contractor are included in the service rates established in this contract.

**C. DELIVERY OF SERVICES:**

1. The Contractor agrees to use only qualified personnel to provide any services purchased under the contract. If licensing or certification is a necessary prerequisite for provision of

services, the Contractor ensures that personnel and services are properly licensed or certified in accordance with provisions of state law and Minnesota Rules.

2. The Contractor agrees to notify the Agency in writing within ten (10) days whenever the Contractor is unable to, or is going to be unable to, or is going to be unable to, provide the quality or quantity of services to achieve the measurable behavioral objectives as required by this contract. Upon such notification, the Agency and Contractor shall determine whether the contract should be modified or canceled.
3. Nothing in this agreement shall be construed as requiring this Contractor to provide services, or the Agency to continue purchasing services from the Contractor for any eligible person upon cancellation or termination of the contract.
4. The Contractor agrees that the services to be provided under this contract will be available to eligible persons. The Contractor further agrees that, to the best of our understanding, charges for services comply with cost limits established in Minnesota Rules.
5. Effective January 1, 2004, the Contractor must provide earned income, Medicare, Social Security, and applicable state/federal income tax withholding for clients they serve upon request by the Agency.

**D. ELIGIBILITY FOR SERVICES:**

1. The Agency shall have responsibility for determining the eligibility of any person in need of services in accordance with Minnesota Rules.
2. When the Agency has determined that the person is no longer eligible to receive services or that services are no longer needed or appropriate, the Agency shall notify the Contractor within 10 (10) days of the determination. The Agency shall notify the person of proposed termination of services in writing at least ten (10) days prior to the proposed agency action, and of the person's right to appeal this proposed agency action.
3. The Contractor will not suspend a person without five (5) days prior notification of the client's case manager. The Contractor shall provide the Agency with a copy of its written procedure for suspending a person. The Contractor will assist the case manager in developing and securing alternative services and assuring a smooth transition of other services.
4. The Contractor agrees to notify the Agency and the person in writing whenever the Contractor proposes to discharge or terminate service(s) to a person.
  - The notice must be sent at least sixty (60) days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of services(s).

- The Contractor shall not discharge or terminate services to a person prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the person or others.
5. The Contractor shall provide the Agency with a copy of its written procedure for discharging a person or terminating services to a person. The written procedures must include notification to the case manager, person to be discharged, the person's parent or legal representative prior to the termination of service, assistance in developing or securing alternative services and assuring a smooth transition of other services, agreed to by the Contractor and the Agency.

**E. SERVICE PLAN:**

1. Services provided will be designated to assure that the person(s) attain(s) the goals specified in the person's service plan. The responsible county agency shall prepare a service plan and provide the Contractor with a copy of the plan no later than thirty (30) days after services have commenced. The Contractor shall assist the agency in developing the service plan as requested by the agency.
2. All service plans for person receiving services under this contract are hereby incorporated and made part of this Contract.
3. The Contractor agrees to develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the service plan by the person(s) and to submit progress reports at least quarterly of each individual person serviced to the agency, the person, and the person's legal guardian or conservator, if any. The Contractor agrees to develop reports that will contain sufficient specificity or enable the agency to monitor and evaluate the person's achievement of goals and objective stated in the service plan.
4. The Contractor agrees to participate in all interdisciplinary team meetings related to each person receiving services under this contract, if required.
5. The Contractor agrees to provide the amount(s) and type(s) of services authorized in writing by the county of financial responsibility according to Minnesota Rules. The authorization for services to be provided to each person must be completed by the county of financial responsibility prior to service delivery.

**F. CONTRACTOR QUALIFICATION AND TRAINING:**

1. The Contractor is qualified to provide the services in accordance with the provisions of Minnesota Rules.
2. The Contractor agrees to provide or arrange for staff training as required in Minnesota Rules.
3. The Contractor will provide the agency, upon request:

- a. An explicit description of the services to be provided;
- b. An exposition of the staffing including job descriptions and professional qualification of personnel;
- c. An organizational chart;
- d. The minimum and maximum number of program participants;
- e. Program content;

The information will be maintained by the Agency and which are hereby incorporated by reference.

**G. PAYMENT FOR SERVICES:**

**Title XX Services/Certification of Expenditures:** The Contractor shall, within fifteen (15) working days following the last day of each calendar month, submit a standard invoice for social services purchased to the County of Financial Responsibility's County Social Service Agency. The invoice shall show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each social services(s) provided, number of units and cost per unit, including administrative cost allocated to the provision of purchased services to reimbursement eligible clients.

**Payment:** The County of Financial Responsibility shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement-eligible clients identified on the invoice.

**H. RECORD DISCLOSURE/EVALUATION AND REPORTS:**

1. The Contractor agrees to send the financial, statistical and social services reports to the Agency on a monthly or quarterly basis, as requested.
2. The Agency'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 Agency's request.
3. The Contractor agrees to allow personnel of the Agency, 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.
4. If the collection of fees is delegated to the Contractor, the Contractor agrees to provide the agency with information about fees collected and the fee source.
5. The Contractor agrees to make available all records pertaining to the contract at 1300 SW 22<sup>nd</sup> Street, PO Box 813, Willmar, MN 56201, for ten (10) years for audit purposes, in

accordance with Minnesota Rules, part 9525.1920, subpart 4 and the Center for Medicare, Medicaid Services (CMS) regulations.

6. The Contractor agrees to comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures as defined in the administrative rules of the Department of Human Services, Minnesota Rules, parts 9550.0010 to 9550.0092 (Rule 160).
7. 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.
8. The Contractor shall upon reasonable notice, meet with County personnel to assist the County in evaluation of services.
9. 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.
10. The Contractor shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as requested by the County 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.
11. The Contractor will submit annually, by July 1<sup>st</sup> of each year, their current Emergency Contingency Plan to the Agency.

**I. SAFEGUARD OF CLIENT INFORMATION:**

1. Minnesota Government Data Practices Act: The 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.
2. The Contractor understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Contractor in performing those functions that Kandiyohi County would perform as a government entity, is subject to the requirements of Chapter 13, and the Contractor must comply with those requirements as if it were a government entity.

3. This does not create a duty on the part of the 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.
4. 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 Sheila Ward.
5. The Agency 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.
6. If required under the HIPAA Privacy Standards, the Contractor provides assurances to the Department that it will comply with Health Information Portability and Accountability Act (HIPAA) 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 to the Department; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

**J. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NONDISCRIMINATION:**

1. 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.
2. 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.
3. 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.

**K. FAIR HEARING AND GRIEVANCE PROCEDURES:**

The Agency 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.



**L. BONDING, INDEMNITY, INSURANCE, AND AUDITS:**

1. **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 securities 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 policy. A copy of the Certificate of Insurance or bond must be attached to this contract or previously provided. Such policy or bond shall be in the amount \$750,000.
2. **Indemnity:** The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability for loss, damage, or injuries arising from its performance under this contract if:
  - a. By reason of any service persons suffer personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns; or
  - b. By reason of any service a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this contract.
1. **Liability and Worker's Compensation Insurance:** The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from contractors operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
  - a. Worker's Compensation including Employers Liability with the following coverage and limits:
    - Bodily Injury by Accident - \$500,000 each accident
    - Bodily Injury by Disease - \$500,000 policy limit
    - Bodily Injury by Disease - \$500,000 each employee
  - b. Automobile Liability Coverage including Hired Car and Employers Non-Ownership Liability with 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

Fire Damage Limit - \$100,000 any one fire

Medical Expense Limit - \$5,000 any one person

Professional Liability - \$2,000,000 per Wrongful Act or Occurrence

\$4,000,000 Annual Aggregate Level One

Coverage Afforded Shall Include:

Premises/Operations

Products/Complete 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:

- Specify Kandiyohi County as additional insured for Automobile, Commercial General Liability or for any other liability policies.
- Provide thirty (30) days' notice of cancellation to certificate holder.

4. **Audit:** The Contractor agrees that within one hundred twenty (120) days following the termination date of the contract or at the end of their standard operating year conduct a general purpose financial statement audit of said contract, using a licensed public accounting firm. After completion of the audit, a copy of the audit report and management letter must be filed with the agency.

#### **M. 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.

## **N. CONDITIONS OF THE PARTIES' OBLIGATIONS:**

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the Agency may in its sole discretion terminate this contract.

2. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days' notice, in writing, delivered by mail or in person to the designated agent of the other party.
3. Before the termination date specified in Section 1 of this agreement the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement. This paragraph does not create an option for renewal of this contract.
4. Any alternations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, and properly executed by both parties.
5. If the Agency determines that funds are not being administered in accordance with the approved service plan and budget or those services are not being properly provided according to the terms of this contract, the Agency may terminate this contract after notice has been provided to the Contractor's designated agent according to N.2., above.

**O. SUBCONTRACTING:**

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without prior written approval of the lead county.
2. All subcontractors shall be subject to and shall meet all requirements of this contract.
3. The Contractor shall ensure that any and all subcontracts, to provide service under this contract, shall contain the following language:  
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.

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, recession, damages, or specific performance, or all or any part of the contract between the county board and the Contractor.

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, cost, and disbursements associated with any action taken under this paragraph that is successfully maintained in court of law.

This provision shall not be construed to limit the rights of any party of the contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity.

4. 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 and 9525.1850.

**P. NONCOMPLIANCE:**

1. If the agency, Contractor, or subcontractor fails to comply with the provisions of this contract, any party may seek any available legal remedy.
2. 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.

**Q. EXTENSION CLAUSE:**

The parties further agree that this contract shall be automatically extended for an additional period up to ninety (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.

**R. 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 Contractor specifically acknowledges that the county board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. 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.

**S. 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 Health and Human Services and West Central Industries, Inc. into this agreement for the period from July 1, 2020 through December 31, 2021.

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.

\_\_\_\_\_  
Renee Nolting, Executive Director  
West Central Industries, 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 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.

**West Central Industries, Inc. agrees to comply with all applicable federal and state civil rights laws:**

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 Act 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 Act 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.**

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Authorized Representative / Title

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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 DOJ 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>.