

## **PURCHASE OF SERVICE CONTRACT**

**Kandiyohi County Health and Human Services**  
2200 23<sup>rd</sup> Street NE, Suite 1020, Willmar, MN 56201,  
hereafter referred to as the "County", and

**PACT for Families Collaborative**  
2200 23<sup>rd</sup> Street NE, Willmar, Minnesota 56201,  
hereafter referred to as "PACT", enter into this  
contract for the period from April 1, 2020 through September 30, 2020.

### **WITNESSETH**

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of April 2020 by and between Kandiyohi County Health and Human Services (hereinafter referred to as "County") acting as the fiscal agent for Kandiyohi County Drug Free Communities Coalition (herein referred to as KCDFC Coalition) and PACT for FAMILIES, (hereinafter referred to as "PACT").

**WHEREAS**, KCDFC Coalition was awarded a Drug Free Communities (DFC) Grant from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention;

**WHEREAS**, the County is the Grantee on behalf of the Kandiyohi County DFC Coalition;

**WHEREAS**, KCDFC Coalition requires Coalition Coordinator services to fulfill obligations of the grant award and PACT has a Supervisor who can assist the coordinator with the ongoing development of the coalition, linking to PACT evaluation, and other PACT partners involved with the coalition;

**NOW, THEREFORE**, PACT agrees to provide personnel to the County and, in consideration of the mutual understandings and agreements set forth, the County and PACT agree as follows:

#### **A. PURCHASE OF SERVICES**

**Duties of PACT:** PACT agrees to provide Coalition Coordinator personnel at 0.50 FTE for the length of the contract and will:

1. Follow the Terms and Conditions of the DFC award (see attached).
2. Employ coalition coordinator Annie Tepfer at 0.5 FTE. Provide salary and benefits, including but not limited to, worker's compensation, unemployment insurance, medical, sick leave, vacation leave, severance pay, PERA, or any other benefits available to employees. Any replacement of the Project Coordinator requires written prior approval of the federal Grants Management Office.
3. Provide supervision of the coalition coordinator. Provide salary and benefits, including but not limited to, worker's compensation, unemployment insurance, medical, sick leave, vacation leave, severance pay, PERA, or any other benefits available to employees.

4. Evaluate performance of coalition coordinator and discipline or promote as indicated.
5. Provide consultation to coalition coordinator and KCHHS on coalition development and ways to increase impact of coalition activities.

**Duties of County:** The County will:

1. Follow the Terms and Conditions of the DFC award (see attached).
2. Provide office space, forms, etc. for PACT employee.
3. Direct the coordination work while working in Kandiyohi County.
4. Provide feedback and recommendations for improvement for job performance review.
5. Provide for use of county car for work within Kandiyohi County whenever possible.

**B. COST, DELIVERY AND PAYMENT OF PURCHASED SERVICES**

**Cost of Purchased Services**

The County does not guarantee to purchase any minimum amount of services under this contract. PACT will bill County monthly for services, not to exceed a total of \$22,220. Detailed time records calculating services from PACT will be provided to Kandiyohi.

	<u>Projected Cost</u>
Coalition Coordinator – Anna Tepfer 0.50 FTE (2020)	\$22,220

**Delivery of Purchased Services:**

PACT will provide services as described in Purchase of Services.

**Method of Payment**

Consideration for all contracted services performed by PACT pursuant to this agreement shall be paid by the County as follows:

- PACT will submit to the County monthly invoices covering the purchased services for the period of April 1, 2020 to September 30, 2020.
  - The monthly invoice will be submitted by the 15<sup>th</sup> of each month, with the final invoice submitted on or before October 10, 2020.
- The County (Fiscal Agent) shall make payment within thirty-five (35) days of the date of the quarterly invoice covering eligible purchased services.
- Failure to comply with the terms of the agreement shall be just cause for delaying payment.
- PACT will not charge any program or services fees to individuals served under this agreement.

**C. RECORD DISCLOSURE/EVALUATION AND REPORTS**

1. The County’s procedures for monitoring and evaluating PACT’s performance under this contract may include, but are not limited to, on-site visits to PACT’s facility; review of pertinent files; review of PACT’s financial, statistical and program records; and a review of reports and data supplied by PACT at the County’s request.

2. PACT agrees to allow personnel of the County, the Department of Human Services and the Department of Health access to PACT's facility and access to records at reasonable hours and notice to exercise their responsibility to monitor purchased services.
3. PACT agrees to make available all records pertaining to the contract for seven (7) years for audit purposes, in accordance with Minnesota Rules, part 9525.1920, subpart 4.

**D. SAFEGUARD OF CLIENT INFORMATION**

1. Minnesota Government Data Practices Act: PACT 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. PACT understands that all of the data created, collected, received, stored, used, maintained or disseminated by PACT in performing those functions that Kandiyohi County would perform as a government entity, is subject to the requirements of Chapter 13, and PACT must comply with those requirements as if it were a government entity. This does not create a duty on the part of PACT 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.
2. The County shall assure that a Joint Release of Information document is completed prior to providing private information to PACT, in accordance with Minnesota Rules, parts 1205.0100 to 1205.2000.

**G. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NONDISCRIMINATION**

1. PACT 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. PACT 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 PACT has employed forty (40) or less full-time employees during the previous twelve (12) months. PACT also agrees to comply with all other applicable provisions in Minnesota Statutes, chapter 363.
3. PACT agrees it will operate in compliance with the stated non-discrimination laws, regulations, policies, and guidance as stated in the Civil Rights Assurance Agreement. PACT agrees to sign the Civil Rights Assurance Agreement and provide it to the County. PACT agrees to follow all terms and conditions of the Civil Rights Assurance Agreement, terms and conditions which are incorporated into this contract by reference.

**E. INDEMNITY, INSURANCE AND AUDITS**

1. Indemnity: PACT 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 PACT, 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 PACT or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.
2. Liability and Workers' Compensation Insurance: PACT shall purchase and maintain such insurance as will protect from claims set forth below which may arise out of a result from PACT's operations under contract, whether such operations be by himself or any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
  - a) Workers' Compensation including Employers Liability with the following coverages and limits:
    - Bodily Injury by Accident - \$500,000 each accident
    - Bodily Injury by Disease - \$500,000 each employee
    - Bodily Injury by Disease - \$500,000 policy limit
  - b) Commercial General Liability with contractual liability coverage in the amount of the County's tory liability limits set forth in Minnesota Statute 466.04. The minimum limits are:
    - Each occurrence limit (combined bodily injury and property damage) \$1,500,000
    - General Aggregate Limit (other than products completed operations) \$3,000,000
    - Products and Completed Operations Aggregate -- \$3,000,000A Certificate of Insurance naming Kandiyohi County as certificate holder shall be furnished to Kandiyohi County and shall include the following stipulations:
    - Specify Kandiyohi County as an additional insured for Commercial General Liability or for any other liability policies.
    - Provide 30 days' notice of cancellation to certificate holder.
  - e) Audit: PACT will determine if it needs to comply with the Single Audit Act Amendments of 1996, P.L.104.156 and Office of Management and Budget, Circular No. A-133.
    - If PACT determines it must comply with these, PACT agrees that, within 60 days of the close of its fiscal year, an audit will be conducted by a Certified Public Accounting firm which will meet the applicable requirement(s).
    - If PACT determines that it does not need to comply with any of these, PACT agrees that, within 60 days of the close of its fiscal year, an audit will be conducted by a licensed public accounting firm.
    - After completion of either audit, PACT agrees to submit a copy of the audit report and management letters to the County.

**F. 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, PACT 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 contractor(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 PACT 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 (OIG) at <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.

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

1. It is understood and agreed that in the event the reimbursement to the County 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 County 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 sixty (60) 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 agreement the County may evaluate the performance of PACT in regards 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 alterations, 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 County determines that funds are not being administered in accordance with the contract or that services are not being properly provided, the County may terminate this contract after notice has been provided to PACT's designated agent according to J.2 above.

#### **H. SUBCONTRACTING**

1. PACT agrees not to enter into subcontracts for any of the work contemplated under this contract without prior written approval of the County.
2. All subcontractors shall be subject to and shall meet all requirements of this contract.
3. PACT shall ensure that any and all subcontracts, to provide service under this contract, shall contain the following language:
4. 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.
5. Subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue PACT for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, on all or any part of the contract between the county Board and PACT.
6. Subcontractor specifically acknowledges that the county Board and the Department of Human Services are entitled to and may recover from 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. This provision shall not be construed to limit the rights of any party to 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.
7. PACT agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract.

#### **I. NONCOMPLIANCE**

1. If the County, PACT 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 matter. The party receiving such notification shall have thirty (30) days, or such reasonable period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

**J. MISCELLANEOUS**

PACT 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. PACT specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue PACT for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, on all or any part of the contract between the county Board and PACT.

The Department of Human Services is entitled to and may recover from PACT 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 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.

**K. 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 ensure 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.

**L. 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 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.

Kandiyohi County Health and Human Services and PACT for Families Collaborative enter into this Purchase of Services Agreement for the period from April 1, 2020 through September 30, 2020.

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

\_\_\_\_\_  
Rochelle Peterson, Executive Director  
PACT for Families Collaborative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, the County and PACT 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



**Appendix A**  
**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.

**PACT for Families Collaborative**  
**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 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.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title of Authorized Representative

## 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 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>.

### **Please Deliver Signed**

#### **2019-2021 STATE-COUNTY 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  
(320) 231-7800 x2585  
[mary.lapatka@kcmn.us](mailto:mary.lapatka@kcmn.us)

## Appendix B



DFC  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Center for Substance Abuse Prevention

Notice of Award

Issue Date: 08/28/2019

Grant Number: 5H79SP020939-10  
FAIN: H79SP020939  
Program Director: Chery Johnson

Project Title: The Kandiyohi County DFC Coalition will serve all of Kandiyohi County, Minnesota.

Organization Name: COUNTY OF KANDIYOHI

Business Official: Mr. Mark Thompson

Business Official e-mail address: Mark.Thompson@co.kandiyohi.mn.us

Budget Period: 09/30/2019 – 09/29/2020  
Project Period: 09/30/2015 – 09/29/2020

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$125,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF KANDIYOHI in support of the above referenced project. This award is pursuant to the authority of Drug Free Communities Act (21 U.S.C.1524) PL 109-469 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Odessa Crocker  
Grants Management Officer  
Division of Grants Management

See additional information below

<b>Award Calculation (U.S. Dollars)</b>	
Personnel(non-research)	\$83,028
Fringe Benefits	\$12,191
Travel	\$4,830
Supplies	\$686
Contractual	\$22,293
Other	\$1,972
<b>Direct Cost</b>	<b>\$125,000</b>
<b>Approved Budget</b>	<b>\$312,630</b>
Federal Share	\$125,000
Non-Federal Share	\$187,630
Cumulative Prior Awards for this Budget Period	\$0
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$125,000</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
10	\$125,000

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.276  
 EIN: 1416005818A3  
 Document Number: 15SP20939A  
 Fiscal Year: 2019

IC	CAN	Amount
SP	C96R655	\$125,000

IC	CAN	2019
SP	C96R655	\$125,000

**SP Administrative Data:**

PCC: DFC / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79SP020939-10**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

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**SECTION III – TERMS AND CONDITIONS – 5H79SP020939-10**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:****Additional Costs**

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

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**SECTION IV – SP Special Terms and Conditions – 5H79SP020939-10****REMARKS:****1. This Notice of Award (NoA) is issued to inform your organization that the application submitted for the Drug Free Communities (DFC) Support Program is being continued.**

This award reflects acceptance of the attestation letter signed and dated *January 25, 2019* by the Authorized Representative of the Organization, that there are no budget changes above 25% of the total previous budget period in response to the continuation application request.

**2. Key Staff**

Key staff (or key staff positions, if staff has not been selected) are listed below:

*Cheryl Johnson, Program Director @ 5% level of effort*  
*Laura Daak, Project Coordinator @ 100% level of effort*

Any changes to key staff including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project requires prior approval and must be submitted as a post-award amendment in eRA Commons.

For additional information on how to submit a post-award amendment, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award-changes>. Any technical questions regarding the submission process should be directed to the eRA Service Desk: <http://grants.nih.gov/support/>.

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**3. All responses to award terms and conditions and prior approval requests must be submitted in eRA Commons.**

For additional information on how to upload a document in response to a tracked term, please reference under heading **4 Additional Materials grantee** in the User Guide located at: [https://era.nih.gov/files/TCM\\_User\\_Guide\\_Grantee.pdf](https://era.nih.gov/files/TCM_User_Guide_Grantee.pdf)

**4. Recipients are expected to plan their work and ensure that funds are expended within the 12-month budget period reflected on this Notice of Award.** If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

**STANDARD TERMS OF AWARD:**

Refer to the SAMHSA website to access the **Standard Terms and Reporting Requirements** applicable to your DFC grant for FY 2019: <https://www.samhsa.gov/grants/grants-management/notice-awardnoa/standard-terms-conditions>, then select the DFC Terms and Conditions PDF.

**CLOSEOUT TERMS OF AWARD:**

Refer to the SAMHSA website to access the **Closeout Terms of Award** applicable to your DFC grant award for FY 2019: <https://www.samhsa.gov/grants/grants-management/notice-awardnoa/standard-terms-conditions>; then select the 2019 DFC Terms and Conditions PDF.

Additional information on closeout is available at <https://www.samhsa.gov/grants/grants-management/grant-closeout>.

**COMPLIANCE WITH AWARD TERMS AND CONDITIONS:**

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.3 71, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

**Staff Contacts:**

Charlotte Olson, Program Official  
**Phone:** (240) 276-2541 **Email:** charlotte.olson@samhsa.hhs.gov

Karen Warner, Grants Specialist  
**Phone:** 240-276-1426 **Email:** karen.warner@samhsa.hhs.gov **Fax:** 240-276-1430



## Appendix C



CARA Local Drug Crises FY18  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 06/21/2019

Center for Substance Abuse Prevention

**Grant Number:** 5H79SP080458-02

**FAIN:** H79SP080458

**Program Director:** Chery Johnson

**Project Title:** The Kandiyohi County Drug Free Communities (DFC) Coalition is passionately working to prevent the use of harmful substances among youth and families, including opioids, Rx's and methamphetamines.

**Organization Name:** COUNTY OF KANDIYOHI

**Business Official:** Mr. Mark Thompson

**Business Official e-mail address:** Mark.Thompson@co.kandiyohi.mn.us

**Budget Period:** 07/01/2019 – 06/30/2020

**Project Period:** 07/01/2018 – 06/30/2021

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$50,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF KANDIYOHI in support of the above referenced project. This award is pursuant to the authority of CARA of 2016 (Pub. L. No. 114-198) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Odessa Crocker  
Grants Management Officer  
Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 5H79SP080458-02**

**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$3,072
Fringe Benefits	\$611
Travel	\$12,595
Supplies	\$8,698
Contractual	\$17,524
Construction	\$7,500
 Direct Cost	 \$50,000
<b>Approved Budget</b>	<b>\$50,000</b>
Federal Share	\$50,000
Cumulative Prior Awards for this Budget Period	\$0
 <b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	 <b>\$50,000</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
2	\$50,000
3	\$50,000

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.799  
 EIN: 1416005818A3  
 Document Number: 18SP80458A  
 Fiscal Year: 2019

IC	CAN	Amount
SP	C96R659	\$50,000

IC	CAN	2019	2020
SP	C96R659	\$50,000	\$50,000

**SP Administrative Data:**

PCC: CARA-LDC / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79SP080458-02**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

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### SECTION III – TERMS AND CONDITIONS – 5H79SP080458-02

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

#### Treatment of Program Income:

##### Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

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### SECTION IV – SP Special Terms and Conditions – 5H79SP080458-02

## REMARKS

#### Continuation Award

This Notice of Award (NoA) is issued to inform your organization that the application submitted for the Community-Based Coalition Enhancement Grants to Address Local Drug Crises (CARA Local Drug Crises Grants), is being continued.

This award reflects approval of the budget submitted February 1, 2019 as part of the continuation application by your organization.

Key Personnel is listed below:

Chery Johnson, Program Director @ 2% level of effort

Mark Thompson, Business Official

Any changes to key staff including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project requires prior

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approval and must be submitted as a post-award amendment in eRA Commons.

For additional information on how to submit a post-award amendment, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award-changes>. Any technical questions regarding the submission process should be directed to the eRA Service Desk: <http://grants.nih.gov/support/>.

**All responses to award terms and conditions and prior approval requests must be submitted as .pdf documents in the View Terms Tracking Details page in eRA Commons.**

For additional information on how to upload a document in response to a tracked term, please reference under heading **4 Additional Materials grantee** in the User Guide located at: [https://era.nih.gov/files/TCM\\_User\\_Guide\\_Granter.pdf](https://era.nih.gov/files/TCM_User_Guide_Granter.pdf)

Recipients are expected to plan their work and ensure that funds are expended within the 12-month budget period reflected on this Notice of Award. If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

## **STANDARD TERMS AND CONDITIONS**

### **Annual Federal Financial Report (SF-425)**

By September 30, 2020 submit via eRA Commons.

The Federal Financial Report (FFR) (SF-425) is required on an annual basis and should reflect only cumulative actual Federal funds authorized and disbursed, any non-Federal matching funds (if identified in the Funding Opportunity Announcement (FOA)), unliquidated obligations incurred, the unobligated balance of the Federal funds for the award, as well as program income generated during the timeframe covered by the report. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

FFR reporting must be entered directly into the eRA Commons system. Instructions on how to submit a Federal Financial Report (FFR) via the eRA Commons is available at <https://www.samhsa.gov/sites/default/files/samhsa-grantee-submit-ffr-10-22-17.pptx>.

### **Semi-Annual Programmatic Progress Report**

CARA Local Drug Crisis grant award recipients are required to participate in the CARA Local Drug Crisis Program Evaluation. At a minimum, CARA Local Drug Crisis recipients are required to provide data on the following (four) core measures for prescription drugs for three grades between the 6th and 12th grades.

1. Past 30-day use
2. Perception of risk or harm
3. Perception of parental disapproval of use
4. Perception of peer disapproval of use

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## All DFC CARA Recipients

Semi-Annual Progress Reports for all FY 2019 DFC Grant recipients are due on the following dates:

- o Friday, February 14, 2020
- o Friday, August 14, 2020

It is anticipated that the semi- annual progress reports will be reported in the DFC Me system and uploaded in the eRA system by DFC project officers. ONDCP will provide specific guidance on this requirement.

### Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on Page 2 of your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at:

<https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

### Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.3 71, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

### Staff Contacts:

Fred Volpe, Program Official

Phone: (240) 276-2593 Email: fred.volpe@samhsa.hhs.gov

Karen Warner, Grants Specialist

Phone: 240-276-1426 Email: karen.warner@samhsa.hhs.gov Fax: 240-276-1430