

**Home and Community Based Services Contract for Semi Independent
Living Services for Developmentally Disabled Services Contract between
Kandiyohi County**

2200 23rd St. NE, Suite 1020, Willmar MN 56201,
hereafter referred to as the “Agency” and

Divine House, Inc.

328 Southwest 5th Street, Willmar MN 56201

hereafter referred to as the “Contractor,” enter into this agreement for the period of
July 1, 2020 through June 30, 2022

The Kandiyohi County Board of Commissioners, located at the Health and Human Services Building, 2200 23rd Street NE, Suite 1020, Willmar, MN 56201, acting through **Kandiyohi County Health and Human Services**, 2200 23rd Street Southwest, Willmar, MN 56201, hereafter referred to as the “Agency”, and, **Divine House, Inc.**, 328 Southwest 5th Street, Willmar, MN 56201, hereafter referred to as the “Contractor”, enter into this Contract effective for the period beginning July 1, 2020 through June 30, 2022, regardless of the date of the signatures hereunder, unless sooner terminated or unless extended, as provided herein.

WITNESSETH

WHEREAS, the Contractor is a for profit corporation organized under the laws of Minnesota;

WHEREAS, the Agency wishes to purchase eligible Semi-Independent Living 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 other counties of financial responsibility 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

534x Semi Independent Living Services (SILS)

Services include training, counseling, instruction, supervision and assistance provided to a person with developmental disabilities or a related condition who has been determined not to be at risk of placement in an intermediate care facility for persons with developmental disabilities. Services include assistance with budgeting, meal preparation, shopping, personal appearance and related social support services needed to maintain and improve the person's level of functioning. A one-time living allowance payment to enable the person receiving these services to secure and furnish housing should also be reported under this code.

Service	Service Code	Service Unit	Unit Rate
SILS-DD	534X	Hourly	\$29.90

B. TERMS AND CONDITIONS

1. **Total Cost of Contract:** 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 Contract.
2. The Contractor may provide the following rates in Kandiyohi County with reimbursement by no more than the following:
3. The number of units of services provided shall be as specified on monthly billing submitted to the Agency. Reimbursement shall be made on the basis of 100 percent of the full cost of services to eligible clients.
4. The Contractor will only submit units of service for billing that are allowable under Minnesota rule 9525.0950 Subp. 1. Activities for which the Contractor may bill are limited to:
 - a. Direct contact activities involving contact with the participant, either face-to-face or over the phone, which facilitates the participant's attainment of individual service plan goals and objectives.
 - b. Collateral activities involving direct verbal or written contact with professionals or others regarding the participant which facilitates the participant's attainment of individual service plan goals and objectives.
 - c. Individual program planning activities, including attending the participant's interdisciplinary team meetings, assessing the participant's functioning levels, developing and reviewing the participant's quarterly and annual individual program plans, and charting and reporting the participant's progress toward individual service plan goals.
 - d. Staff member's transportation time to and from locations where SILS are provided. Costs of transportation time between a staff member's residence and the location of the first site visit of the service day may be charged only when the distance is less than the distance between the first site visit and the provider's central office.
5. The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients. In addition, the Contractor certifies that allowable administrative operating costs are only attributable to semi-independent living services.
6. The Contractor will submit annually, by July 1st of each year, their current Emergency Contingency Plan to the Agency.

C. PURCHASE OF SERVICE(S)

1. **Description of Services:** All Purchased Services must be specified in the person's community support plan and authorized by the County of Financial Responsibility.
 - a. All parties to this Contract agree to provide Purchased Services as specified in the person's Community Support Plan and as authorized by the County of Financial Responsibility. Purchased Services must comply with applicable Minnesota Statutes, Minnesota Rules, and federally approved Minnesota waiver plans. The Community Support Plan is incorporated by reference into this Contract.
 - b. This Contract may serve as a Lead Agency contract for services purchased by other Financially Responsible Agencies, including Managed Care Organizations and Tribes.
 - c. If accessed as a Lead Agency contract, the Provider shall abide by the terms of this contract. Such Financially Responsible Agencies that access the Lead Agency contract shall be financially responsible under the terms of this Contract for those persons they authorize for and are subject to statutory or other restrictions in the lead agency contract.

- d. The Agency shall monitor the terms of this Contract and shall make available copies of this Contract upon request of Financially Responsible Agencies.
- e. Nothing in this Contract shall be construed as requiring the Contractor to continue to provide services for any eligible person upon cessation of the contract, or as requiring the Financially Responsible Agency to continue to purchase services for any eligible person upon cessation of the contract.
- f. Funds may not be used for room and board costs except when provided as part of respite care furnished in certain licensed facilities as identified in the federally approved plan.
- g. Incident reports will be submitted to the Agency as well as the County of Financial Responsibility as specified in the person's community support plan as requested by the County of Financial Responsibility. Reports will be in a format approved by the Agency. License holders must follow Minnesota Statutes, section 245D.
- h. The Contractor agrees to participate in team meetings related to the person as initiated or as requested by the team or the individual.

D. ELIGIBILITY FOR SERVICES

- 1. The parties understand and agree that the County of Financial Responsibility shall have the responsibility of determining the eligibility of the person to receive Purchased Services in accordance with the plan of eligibility criteria established by applicable Minnesota Rules and federally approved state waiver plan requirements, and under MN Statute 256B.0913.
- 2. When the County of Financial Responsibility has determined the person is no longer eligible to receive services or that services are no longer needed or appropriate, the County of Financial Responsibility shall notify the person or the person's legal representative in writing of the proposed termination, denial, or reduction of services within ten (10) business days prior to the County of Financial Responsibility's proposed date of action. The County of Financial Responsibility shall also notify the Contractor within ten (10) business days of the determination.
- 3. The County of Financial Responsibility shall also provide information regarding the person's right to appeal the proposed County of Financial Responsibility's action as provided under Minnesota Statutes, section 256.045.

E. SERVICE PLAN

- 1. Services provided will be designed 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 persons 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 annually, 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 qualifications of personnel
 - c. An organizational chart
 - d. The minimum and maximum number of program participants
 - e. Program content

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

G. PAYMENT FOR SERVICES

1. **Total Cost of the Contract:** 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 Agency or any other County of Financial Responsibility does not guarantee to purchase any minimum amount of services under this Contract.
2. **Payment Rates:** The Contractor shall be paid for authorized and delivered services as agreed to by the parties of this Contract. Rate setting authority originates from this Contract and not from MMIS Service Agreements. Rates as agreed to in this Contract must agree and be accurately reflected in MMIS.
 - a. No advance payments will be made under this Contract.
 - b. Payment for leave days is not permitted through the CADI, DD or BI waivers. The Contractor's payment rate may include, however, overhead expenses of days when a person is away from a residence. (See the Disability Program Services Manual on Waiver Leave Days for a list of affected waiver services and for acceptable ways to include absences in overhead expenses.)
 - c. If the Minnesota Legislature approves a rate increase, requires a rate decrease, or makes any other changes to the reimbursement rates for any services included in this Contract, the new rate shall be in effect under this Contract.
 - i. The Lead County will send the Contractor a written confirmation of the new rate. If the County of Financial Responsibility has accessed the Agency contract and amended the rates, it will send the Contractor notices.
 - ii. The Contractor agrees to abide by any conditions imposed upon the use of increased funds that may be established by law or direction from the State of Minnesota, Department of Human Services.
 - iii. Any interpretation pertaining to eligibility for a rate change as well as the exact amount of the rate change shall be subject to applicable law, rule, or regulation and shall be consistent with guidelines developed by the State of Minnesota and the Lead County.
 - d. The Agency may allow the Contractor to negotiate the rate it will charge for some services, subject to MMIS rate limits. The Contractor must provide sixty (60) calendar days written notice to the Lead County, eligible persons, and the responsible parties to change rates as required by individual service needs. Existing eligible person's service authorizations continue at the previous rate for the duration of the authorization unless the Agency agrees otherwise. Rate changes must be approved by the Agency prior to being implemented.
 - i. The sixty (60) day written notice, as described in this Contract will be waived in case of emergency or extenuating circumstances. In such cases, the Contractor must provide the Agency with reasonable notice in order to change rates. Timeliness of the notice will be determined by the Agency.

3. **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 Social Service Agency.

The Invoice shall show:

1. total program and administrative expenditures for the month; and
 2. an itemized account of each social service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.
4. **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. METHODS OF BILLING

1. **Billing MMIS for Purchased Services**

- a. The Contractor shall submit invoices to the State of Minnesota following the policies and procedures established for payment of Minnesota Health Care Program services, as set forth in Minnesota Statutes, section 256B.064; Minnesota Rules, chapter 9505, and the Minnesota Health Care Program Provider Manual.
- b. In the event that services provided to eligible persons may be reimbursed by private health insurance, Long Term Care Insurance, Medical Assistance State Plan services, or Medicare, the Contractor shall bill such third parties before billing home and community based services and the State of Minnesota.
- c. The Contractor agrees to notify the State of Minnesota if full or partial payment is received from any source other than this Contract for any eligible person also paid by the State. In such cases, the Contractor shall return to the State any duplicate payment made by the State for such eligible person.
- d. The parties understand and agree that the Contractor will have sole responsibility for the collection of other fees or revenues, with the exception of Alternative Care fees. Further, the parties agree that the Agency or other Counties of Financial Responsibility shall accept no responsibility for the collection or subsidization of bad debts related to other revenue for Purchased Services.
- e. The Contractor shall bill consistent with applicable Minnesota Rules in effect at the time the service was performed.
- f. The Contractor will bill only for services actually delivered and only for days when services were actually delivered. Contractors may not bill for leave days.

2. **Billing the County of Financial Responsibility for Authorized and Purchased Services**

- a. The Contractor shall submit billing invoices within thirty (30) calendar days after Purchased Services have been delivered to eligible person. Invoices shall be submitted to the County of Financial Responsibility in a format and according to a process communicated by the County of Financial Responsibility.
- b. The County of Financial Responsibility will make payment within thirty (30) calendar days from the receipt of the invoice. If the invoice is incorrect, defective, or otherwise improper, the County of Financial Responsibility will notify the Contractor within ten (10) working days of receiving the incorrect invoice. Upon receiving the corrected invoice, the County of Financial Responsibility will make payment within thirty (30) calendar days.
- c. The Contractor shall prepare an invoice for any other County of Financial Responsibility paying for an eligible person in cases where the Agency under this contract is not the County of Financial Responsibility for an individual.
- d. In the event that service provided to eligible persons may be reimbursed by private health insurance, Long Term Care Insurance, Title XIX Medical Assistance, or Medicare, the Contractor

shall bill such third parties before billing home and community based services and the State of Minnesota.

- e. The Contractor agrees to notify the County of Financial Responsibility if full or partial payment for Purchased Services is received from any other source for any eligible person when those Purchased Services were also paid for by the County of Financial Responsibility. In such cases, the Contractor shall return to the County of Financial Responsibility any duplicate payment made by the County of Financial Responsibility for such eligible persons.
- f. The parties understand and agree that the Contractor will have sole responsibility for the collection of other fees or revenues, with the exception of Alternative Care fees. Further, the parties agree that neither the Agency nor any other County of Financial Responsibility shall have responsibility for the collection or subsidization of bad debts related to other revenue for Purchased Services.
- g. The Contractor will bill consistent with Minnesota Rules, part 9525.0950, subpart 1, or in effect at the time the service was performed.
- h. The Contractor agrees not to include in the charges for services any administrative or program cost assignable to private pay or third-party pay service recipients.
- i. The Contractor will bill only for services actually delivered.

I. DISCONTINUATION/TERMINATION OF SERVICES FOR INDIVIDUALS

1. **Contractor Inability to Provide Services.** The Contractor shall, within no more than ten (10) business days of its determination, notify the County of Financial Responsibility of its determination that it is unable to, or will be unable to, provide the required quality or quantity of Purchased Services for an individual person.
 - a. A transition plan must be developed with the person's case manager/care coordinator. The County of Financial Responsibility will implement the transition plan within the subsequent twenty (20) calendar days of notification of inability to provide services.
2. **Safety of the person.** If the Agency or other County of Financial Responsibility has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by actions of the Contractor, its agent and/or employees, the Agency or other Counties of Financial Responsibility may require that the Contractor immediately terminate providing services to the person. The Agency or other Counties of Financial Responsibility may also remove the person from the care of the Contractor. These actions may be taken forthwith and may continue for such a period as reasonably necessary for the Agency or other Counties of Financial Responsibility to determine that the safety and well-being of the person has been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the County of Financial Responsibility may terminate the MMIS Service Agreement for a specific individual. No payments shall be made for the period during which services are suspended or terminated. In the event of such suspension or termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for the work or service satisfactorily performed.
3. **Notice of Discharge/Termination.** The Contractor agrees to give at least a sixty (60) day written notice to the County of Financial Responsibility, the person to be discharged, and the person's responsible party or legal representative whenever the Contractor proposes to discharge or terminate service(s) to a person who has received services, unless other legal requirements impose a longer notice period, in which case the longer notice period applies. This notice of action must include the specific grounds for termination and document attempts to address those reasons with the County of Financial Responsibility. The Contractor shall not terminate services or discharge a person before giving such notice or before the proposed date unless delay would seriously endanger the health, safety, or well-being of the person or others. This includes the provider terminating service(s) to a person because of non-payment of an EW Waiver Obligation or Medical Assistance Spend down.

4. **Written Procedures.** The Contractor agrees to establish and provide to the Agency and County of Financial Responsibility written procedures for terminating services to a person. The written procedures shall include provision for notification of the case manager, the person to be discharged, and the person's responsible party or legal representative. The written procedures shall state that the Contractor will assist the County of Financial Responsibility to ensure a smooth transition to other services. A written summary of information and transfer of records will be included in the procedures.

J. CONTRACTOR QUALIFICATIONS AND TRAINING

1. The Contractor agrees to use only qualified personnel to provide any Purchased Services. If licensing or certification is a necessary prerequisite for provision of services, the Contractor shall ensure that personnel are properly licensed or certified and meet standards described in the applicable federally-approved state waiver plans.
2. The Contractor agrees to provide or arrange for staff training as required in Minnesota Statutes and Minnesota Rules, in compliance with training requirements under Minnesota waiver plans and as specified in the respective individual plan of each person served under this Contract, or if the County of Financial Responsibility has additional training requirements as per the individual support plan. A copy of the staff-training plan shall be provided to the Agency and to other persons as requested. Upon the Agency or County of Financial Responsibility's request, the Contractor shall provide a copy of records that show the training plan has been implemented.
3. The Contractor agrees to maintain at all times during the term of this Contract a process whereby its current and prospective employees and volunteers, who will have direct contact with person served by the program or its services, will consent to a background study under Minnesota Statutes, Chapter 245C. The Contractor agrees to ensure that employees and volunteers who have direct contact with persons served by its program or services are supervised or removed from direct contact to access to persons receiving its services as required under Minnesota Statutes, Chapter 245C.13.
4. All persons 18 years and older under this current Contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Contractors must follow all reporting requirements as defined in Minnesota Statutes, section 626.557. Contractors must also show that staff training is completed in the areas that must be reported, local common entry point contacts, and follow-up within the Contractor agency.
5. Contractors who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.

K. STANDARDS AND LICENSES

1. The Contractor represents that it is and will remain qualified and licensed to provide the Purchased Services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally-approved Minnesota state waiver plans, and during the term of this Contract.
2. The Contractor agrees to inform the Agency or other Counties of Financial Responsibility who has authorized services under this Contract of the following within five (5) business days after occurrence:
 - a. Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
 - b. Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.
 - c. Any federal exclusion of an individual or entity as described in Section Q of this Contract or any conviction that could result in a federal exclusion.
3. The Contractor agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs, and staff for which the Contractor in the performance of its obligations under the Contract is responsible during the term of this Contract. This will include, but will not be limited to, current health, fire marshal, and program

- licenses, zoning standards, licensing and certification of staff when required under state or federal authority, insurance coverage, and all other applicable laws, regulations, ordinances, rules, and certifications that are effective, or will become effective, during the period of this Contract.
4. During the term of this Contract, the Contractor agrees to comply with all applicable state licensing standards, all applicable accreditation standards, and any other standards or criteria established by the State to ensure quality service.
 - a. Failure to meet such standards may be cause for termination of this Contract. Notwithstanding any other provision of this Contract, such termination may be effective as the date of such failure.
 - b. Loss of any applicable license by the Contractor shall be cause for termination of this Contract. Notwithstanding any other provision of this Contract, such termination shall be effective as of the date of such loss.
 5. The Contractor agrees to provide the Agency or other Counties of Financial Responsibility, upon written request, copies of program review surveys or summaries, which may include reports from the Minnesota Department of Human Services or the Minnesota Department of Health, and/or Medicare surveys or summaries when complete.
 6. The Contractor agrees to comply with the U.S. Department of Health and Human Services' Policy Guidance Document entitled "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Person". For Medical Assistance-Funded services, interpreter costs shall be billed to Medical Assistance. Interpreter costs for non-Medical Assistance services shall be the financial responsibility of the Contractor.
 7. In the event that there is a revision of federal regulations, which makes services provided under the terms of this Contract or any portion thereof ineligible for federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new federal regulations. Refusal to review the Contract within seven (7) calendar days of receipt of a written request to bring the Contract into compliance, or failure to cooperate in good faith, shall be cause for termination of this Contract as of the date when the Contract is out of compliance for purposes of federal financial participation.
 8. In the event that there is a revision of federal, state, or local statutes, rules or other laws, or the federally-approved state waiver language, which makes the performance of this Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the law. Refusal to review the Contract within seven (7) calendar days of receipt of a written request to bring the Contract into compliance, or failure to cooperate in good faith, shall be cause for termination of this Contract as of the date when the Contract is out of compliance.

L. 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 Contract'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 328 Southwest 5th Street, Willmar, MN 56201, for ten (10) years for audit purposes in accordance with Minnesota Rules, part 9525.1920, subpart 4 and the Centers 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 that 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 Contract. Contractor further agrees to return any or all such expenses payment to the County of Financial Responsibility within sixty (60) days of a request.
8. The Contractor shall, upon reasonable notice, meet with the Agency and/or County of Financial Responsibility personnel to assist the Agency and/or County of Financial Responsibility 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 or Community Support Services Plan. The Contractor agrees to develop reports that will contain sufficient specificity to enable the Agency to monitor and evaluate the person's achievement of goals and objectives stated in the individual's support plan.
10. If applicable, the Contractor shall provide incident reports for persons under public guardianship to the Agency case manager, the person, and the person's legal representative.
11. The Contractor shall provide the Agency or County of Financial Responsibility with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as requested by the Agency or County of Financial Responsibility 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.
12. The Contractor will submit annually, by July 1st of each year, their current Emergency Contingency Plan to the Agency.

M. 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. 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. 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.
2. The Agency shall assure 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.
3. Required under the HIPAA Privacy Standards, the Contractor provides assurances that it will comply with 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; secure satisfactory assurances from any subcontractor; grant individual access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the

Department of Human Services if requested; and upon termination, return or destroy all IHHI in accordance with conventional record destruction practices.

N. 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.

O. 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.

P. 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 Agency handled by the service provider, monies, and/or securities of clients of the Agency, 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 of \$50,000.
2. The Contractor agrees to defend, indemnify and hold Kandiyohi County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the Contractor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.
 - 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.
3. Liability and Workers' Compensation Insurance: the Contractor shall purchase and maintain such insurance as will protect from claims set forth below which may arise out of a result from contractors operations under contract, whether such operations be by himself or 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) Workers' 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 the following limitations of liability:
Combined Bodily Injury and Property Damage-\$1,500,000 each occurrence/\$500,000/per
- c) Commercial General Liability to include the following coverage and limits:
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 - \$150,000 any one fire
Medical Expense Limit – excluded
Professional Liability - \$2,000,000 per occurrence, \$4,000,000 Aggregate
Coverage afforded shall include: Premises/Operations, Products/Complete Operations, Contractual Liability Including Oral and Written Contracts, Personal and Advertising Injury, Fire Damage and 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 an additional insured for Automobile, Commercial General Liability or for any other liability policies.
Provide 60 days' notice of cancellation to certificate holder.
- e) Audit: While no independent audit is required, if the Contractor has had an independent audit or audit review done, the Contractor will make available to the Agency, within thirty (30) calendar days of the Agency's written request, a copy of any completed independent audit and auditor's management letter or completed audit review.

Q. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY AND 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.

R. CONDITIONS OF THE PARTIES' OBLIGATIONS

1. It is understood and agreed that in the event of 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 quality of Purchased Services, the Agency may in its sole discretion terminate this Contract.
2. This agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) day 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 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 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 M.2., above.

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S. 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 Agency.
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:
 - a. 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.
 - b. he 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 Contractor.
 - c. he subcontractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the subcontractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained in a court of law.
 - d. 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.
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.

T. 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.

U. 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 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.

V. MISCELLANEOUS

1. 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.

2. 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.

W. 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.

Kandiyohi County Health and Human Services and Divine House, Inc. enter into this Purchase of Services Agreement for the period beginning July 1, 2020 through June 30, 2022. The person(s) executing this agreement on behalf of the Contractor is its 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.

Debra J. Shriver, Chief Executive Officer
Divine House, 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 Agency and the Contractor have executed this agreement as of the day and year first above written.

APPROVED AS TO FORM AND EXECUTION

Shane D. Baker
Kandiyohi County Attorney

Date

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

Kandiyohi County Health and Human Services agrees to comply with the civil rights assurance of compliance (hereafter “Civil Rights Assurance Agreement”) as a condition of receiving Federal financial assistance through the Minnesota Department of Human Services. The Civil Rights Assurance Agreement is binding upon the County Agency, its successors, transferees, and assignees for as long as the County Agency receives Federal financial assistance. The Minnesota Department of Human Services may enforce all parts of the Civil Rights Assurance Agreement as a condition of receipt of such funds. Compliance by Contractors and Vendors: The County Agency further agrees that by accepting this Civil Rights Assurance Agreement, it will obtain a written statement of assurance from all of its contractors and vendors (i.e., applying to all programs), assuring that they will also operate in compliance with the stated nondiscrimination laws, regulations, policies, and guidance. The written statement of assurance from all of its contractors and vendors must be maintained as part of the County Agency’s *Comprehensive Civil Rights Plan* and must be made available for review upon request by the Minnesota Department of Human Services or the U.S. Department of Agriculture.

Divine House, 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.

Authorized Representative / Title

Date

ADDENDUM

Clarification of SNAP Civil Rights Requirements – Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP),” and Titles II and III of the Americans with Disabilities Act. This addendum clarifies core civil rights requirements to ensure meaningful access to programs, services, and information for persons with Limited English Proficiency (LEP) and persons with disabilities in accordance with Federal law, regulations, and current guidance from the U.S. Department of Department of Justice (DOJ) and the U.S. Department of Agriculture (USDA).

Meaningful Access for LEP Individuals

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

Federal LEP regulations and guidance include:

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

Four Factor Analysis for Assessing LEP Needs

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

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

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

Developing an LEP Plan

After completing an assessment of LEP needs, SNAP State agencies should develop an implementing plan to address the LEP needs of the population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging for telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language line services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing State and local budgets and front line staff should understand how to obtain LEP services. USDA’s 2014 policy guidance includes detailed information on assessing LEP needs, identifying practices for translating documents that will be seen as strong evidence of compliance. For additional assistance and information on LEP matters, please also visit <http://www.lep.gov>. The website includes online LEP mapping tools designed to help assess the language needs of the population served by a particular program or facility.

Ensuring Equal Opportunity Access for Persons with Disabilities

SNAP State agencies must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. State agencies that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the Americans with Disabilities Act (ADA), and SNAP program regulations. DOJ published revised final regulations implementing Titles II and III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35, “Nondiscrimination on the Basis of Disability in State and Local Government Services” and 28 CFR Part 36, “Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities.” In accordance with the implementing regulations, State Agencies must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a State agency may not require an individual with a disability to bring another individual to serve as an interpreter, and may rely on a person accompanying a disabled individual only in limited circumstances. When a State agency communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. State agencies must also ensure that interested persons, including people with low vision or who are hard of hearing can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.