

PURCHASE OF SERVICE AGREEMENT

Kandiyohi County Health and Human Services, 2200 23rd Street NE, Suite 1020, Willmar, MN 56201, hereafter referred to as the “Department” and Carris Health, LLC, 301 Becker Avenue Southwest, Willmar, MN 56201, hereafter referred to as “Contractor”, enter into this agreement for the period from January 1, 2021 through December 31, 2022.

WITNESSETH

WHEREAS, Minnesota Statutes, sections 245.461 to 245.486 establishes the Comprehensive Mental Health Act of 1987; and

WHEREAS, the Department is required to provide case management, community support services, day treatment, outpatient treatment, pre-petition screening, acute care hospital inpatient, adult residential treatment and child residential treatment services, in accordance with the Comprehensive Mental Health Act, and

WHEREAS, the Contractor is a non-profit entity organized under the laws of the State of Minnesota; and

WHEREAS, the Contractor is licensed as an acute care hospital; and

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

WHEREAS, the Department and the Contractor, according to Minnesota Rules, part 9550.0040, subparts 7 and 8, understand and agree that this contract shall serve as a host county contract for services purchased from financially responsible agencies of other counties and reservations which may place Comprehensive Mental Health Act of 1987 eligible clients with the Contractor.

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

I. SCOPE OF SERVICES

- A. As specified in the Federal Register of January 31, 1997, CFR 45 Part 28 and the Minnesota Comprehensive Annual Services Program Plan, the Department agrees to purchase and the Contractor agrees to furnish the following:

4730 Acute Care Hospital Inpatient

Short-term medical, nursing, and psycho social services provided to persons with mental illness or emotional disturbance in an acute hospital licensed and or accredited by JCAHO.

- B. Definitions
For purposes of this contract, the terms defined in Minnesota Statute 253B shall have the meaning given to them therein, except as limited, amended or otherwise defined by this contract.
- C. Unless the language or context clearly indicates that a different meaning is intended, the words, terms and phrases, as stated below, shall be defined as follows:

1. **Department**
When used in reference to financial responsibility, Department shall be defined as the County of Financial Responsibility.
 2. **Court Hold**
The admission and holding of a patient under a court order issued pursuant to Minn. Stat. Ch. 253B or Rule 20.
 3. **DHS Rules**
The official rules and regulations of the Minnesota Department of Human Services.
 4. **Department**
Kandiyohi County Health and Human Services
 5. **Patient Admitting Authority**
The Medical Director of CarrisHealth, LLC or any M.D. on call. All persons acting as a patient admitting authority must qualify as an examiner pursuant to Minnesota law, Minn. Stat. Ch. 253B.
 6. **Emergency Admission**
Admission upon request of a health or peace officer pursuant to Minn. Stat. 253B.05.
 7. **Emergency Medical Treatment**
Medical Treatment which, in the judgment of the physician in attendance, is life-threatening unless immediate action is taken.
 8. **Patient Department**
A resident of any county participating in this contract, or if the person has no residence or has an out-of-state residence, a person present in counties participating in Department contract at the time immediately preceding admission who is admitted or held by Contractor.
 9. **Patient Day**
A twenty-four (24) hour period in which a patient is admitted and under the care of Contractor. The day of admission, notwithstanding the hour of admission, shall be deemed the first patient day. The day of discharge, notwithstanding the hour of discharge, shall not be deemed a patient day.
 10. **Referring Department**
An agent of the pre-screening staff, or County Court who makes arrangements for admission to Contractor under the terms of this Contract. As defined for each county of financial responsibility, the Referring agent may include law enforcement, MN State Operated Services, Woodland Centers, and county mental health case managers.
 11. **Treatment Facility**
Contractor or other facility through which Contractor has made arrangements for treatment.
 12. **Unit**
That portion of the treatment facility which Contractor has made arrangements for treatment.
- D. As a condition precedent to this Agreement, and for the purposes of further defining the services and/or facilities to be provided, assisting the Department in evaluating the program, services, or facilities to be provided, enabling the County to document compliance with State and Federal laws, rules, and regulations; the Contractor shall provide, if requested, the following documents or information in a form acceptable to the Department.

1. Applicable licenses and certificates of insurance.
 2. Financial data.
- E. Documents or information provided pursuant to this paragraph shall be attached to this Agreement and is incorporated by reference as part of this Agreement. For this purpose, documents and/or information requested would be related to CarrisHealth, LLC.
1. Purchased services shall be provided within Kandiyohi County. If services are provided at any other locations, it shall be deemed an alteration of this contract which must be reduced to writing pursuant to paragraph XI.
 2. Eligibility for services will be determined by the referring Department and the county of financial responsibility. The Department will not assume financial responsibility for any persons who are placed at CarrisHealth, LLC unless such persons are the financial responsibility of the County as determined by the Department of Human Services. Eligibility will be based on the need for such services and the financial eligibility of the family.
 3. When the Department has determined that the client is no longer eligible to receive purchased services from the Contractor, the Department shall notify immediately.
 4. The Contractor will make every reasonable effort to maintain sufficient staff, facilities, and equipment to deliver the purchased services. The Contractor will, within five (5) days, notify the Department in writing whenever it is or reasonably believes it is going to be unable to provide the required quantity and quality of purchased services. The foregoing conditions will be subject to the provisions of the default clause of this Agreement.
- F. When required, the Contractor will assist the Department with proper documentation for upcoming forms and reports in compliance with the regulations of all State and Federal agencies, including but not limited to Minnesota Department of Human Services, Minnesota Department of Health, Social Security Administration, and any regulatory agency acting under the aegis of United States Department of Health and Human Services and other public sources of financial assistance.

II. PAYMENT

- A. Cost of Services
1. \$1254.00 per day (Monday - Friday)
 2. \$855.00 per day for Saturday, Sunday, and holidays
 3. The day of admission will be billed, the day of discharge will not be billed.
 4. Included in the per diem are the following:
 - a. Room rate
 - b. Program charges
 - c. Medications
 - d. Physician's time
 - e. Psychological testing
 - f. Other testing or lab work
- B. Billing Procedures
- It is understood and agreed by the parties that, for Mental Health Act of 1987 eligible

clients, clients and responsible relatives shall have fees charged and collected in compliance with provisions of Minnesota Statutes, section 245.461 to 245.486 and all other applicable rules, laws and procedures.

1. Billing for all admissions under this agreement will be done by Contractor first to third parties such as insurance companies, Medical Assistance, General Assistance Medical Care, PMAP or Medicare, etc. or to the patient if determined able to pay.
2. In the event that the above sources fail or refuse to pay, it is understood and agreed that Department shall assume the cost of services for all emergency hospitalizations of a patient admitted pursuant to a court order under Minn. Stat. 253B.
3. Contractor will credit the Department for any payments the Department makes which are later reimbursed by an insurance company, third party payer, or the patient.
4. Contractor will pursue the appeal process for Medical Assistance and any third party payer when Contractor deems it appropriate in the event Medical Assistance or third party payment is initially denied.
5. Contractor will request the client to sign a release of information form for use by Department Social Services authorized staff for billing and case record audit purposes.
6. Contractor is responsible for obtaining the pre-certification number for all patients who are on Medical Assistance for hospitalization, resident aftercare and other appropriate services.

The County of Financial Responsibility agrees to cover admission costs associated with a psychiatric admission but does not agree to cover costs associated with a separate medical diagnosis. Medical conditions, other than those associated with the psychiatric admission are not covered by this contract.

III. ELIGIBILITY FOR SERVICES

- A. The parties understand and agree that eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Department's or County of Financial Responsibility's Community Mental Health Plan.
- B. When the client is no longer eligible to receive purchased services or the services are no longer needed or appropriate, the Contractor shall notify the Department of the determination, as specified below. The Department will notify the client of proposed termination of services prior to the proposed Department action, and of the client's right to appeal this proposed action.
- C. For those eligible clients referred by the County, the Contractor will provide individual billing information in a form acceptable to the County, within 30 days after all other pay sources have been exhausted. Such invoice information will indicate:
 1. The name of each eligible client.
 2. An itemized listing of the days in which services have been provided to the eligible client.
 3. Total amount of payment requested for each eligible client.
 4. Age, race, and sex of each client.

The Department shall, within (30) days of the receipt of the information, make payment to the Contractor in accordance with the unit cost set forth in Section II, A, above, for those eligible clients referred by the County.

The Department has the absolute right to refuse to make payment on invoices received or postmarked more than ninety (90) days after the last date the invoice service was performed.

- D. The Contractor agrees to inform the Department of changes at least monthly in the following:
 - 1. Ownership.
 - 2. Organizational structure.
- E. The Contractor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently reflect all direct and indirect costs of any nature incurred in the performance of this Agreement. These books, records, documents, and accounting procedures and practices relevant to the contract shall be subject at all reasonable times to inspection, review, or audit on site by personnel of the Department, personnel authorized by the Department, and either the Legislative Auditor or the State Auditor as appropriate. The Contractor agrees to maintain financial records at CarrisHealth, LLC for three (3) years after the last date of service under this Agreement, provided that the Department may, by furnishing written notice during the term, require continued retention of records to allow completion of any audit by the County or its ultimate funding source.
- F. The Department may duplicate, use, and disclose all data delivered under this Agreement in any manner consistent with the provisions of the Data Privacy clause in this Agreement.
- G. The Department may evaluate the performance of the Contractor in regard to the provisions of this Agreement prior to its termination or within three (3) years thereafter. The Department reserves the right to authorize and purchase an independent evaluation under this paragraph.
- H. The Contractor shall conduct a yearly audit, at its cost, for purposes of maintaining and shall provide the County with a copy of this audit.

IV. STATUTORY ORGANIZATION REQUIREMENTS, STANDARDS, LICENSES:

- A. 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 is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses meeting zoning standards, certifications of staff when required, and all other applicable laws, regulations, ordinances, rules, and certifications which are effective or will become effective during the period of this Agreement.

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.

Further, the Contractor agrees to do the following:

1. During the terms of this Agreement, the Contractor agrees to comply with all State licensing standards, all applicable accreditation standards, and any other standards or criteria established by the County to assure quality service.
2. Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provisions of this Agreement, such cancellation may be effective as the date of such failure.
3. Loss of any applicable State license by the Contractor shall be cause of cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation shall be effective as of the date of such loss.
4. CarrisHealth, LLC shall provide Blood Borne Pathogen Training for its employees and agents as required by Minnesota and United States Law. Further, CarrisHealth, LLC hereby releases and holds harmless Kandiyohi County from any loss or injury suffered by the Contractor, its employees or agents, as a result of contact with infectious agents.

V. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION:

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

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

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency; and
- have not within a three-year period preceding this contract: 1) been convicted or had a civil judgment rendered against the for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements or receiving stolen property; and

- are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above; and
- shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local) transaction violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

*"Principals," for the purpose of this certification, means officers, directors, owners, partners and person having primary management or supervisory responsibilities within a business entity.

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

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

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

VI. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS:

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

VII. AUDIT, BONDING, INDEMNITY, AND INSURANCE:

- A. Bonding: The Contractor shall obtain and maintain throughout the term of this Agreement, a Fidelity Bond, covering the activities of its personnel who are authorized to receive or distribute monies in the amount of \$50,000 with photo copy or other verification of coverage provided to the Department.
- B. Indemnity: The Contractor agrees to defend, indemnify and hold Kandiyohi County, its employees and officials harmless from any claims, demands, actions or causes of action,

including reasonable attorney fees and expenses arising out of any act or omission on the part of the Contractor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

C. Insurance: LIABILITY AND WORKERS COMPENSATION INSURANCE

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

1. Workers' Compensation including Employers Liability with the following coverage and limits.

Bodily Injury by Accident - \$500,000 each accident limit

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$500,000 each employee limit

2. Commercial General Liability to include the following coverage and limits of insurance:

Each Occurrence Limit-(Combined Bodily Injury and Property Damage)-
\$1,500,000

General Aggregate Limit – \$3,000,000

Products - Completed Operations Aggregate Limit - \$3,000,000

Personal and Advertising Injury Limit - \$1,500,000

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

Medical Expense Limit - \$5,000

Professional Liability - \$2,000,000 per occurrence, \$4,000,000 Aggregate

Coverage afforded shall include:

Premises/Operations

Products/Completed Operations

Contractual Liability including oral and written contracts

Personal and Advertising Injury

Fire Damage

Medical Payments

3. 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 30 days' notice of cancellation to certificate

Audit: The Contractor will determine if it needs to comply with the Single Audit Act Amendments of 1996, P.L. 104.156

(<http://www.ignet.gov/single/saamend.html>) and Office of Management and Budget, Circular No. A-133. Funds received as a result of this agreement are county

levy dollars and no CFDA number applies to these funds.

If Contractor determines it must comply with any of these, Contractor 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 Contractor determines that it does not need to comply with any of these, Contractor 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, Contractor agrees to submit a copy of the audit report and management letters to the Department.

VIII. INDEPENDENT CONTRACTOR STATUS:

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association with the Department and the Contractor. The Contractor is an independent contractor and neither it, its employees, agents nor representatives shall be considered employees, agents, or representatives of the County. Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over the application of its intake procedures and requirements to clients and the means and personnel by which this Agreement is performed. From any amounts due the Contractor, there will be no deduction for Federal income tax or FICA payments nor for any State income tax, nor for any other purposes which are associated with an employer/employee relationship unless required by law. Payment of Federal income tax, FICA payments, and State income tax are the responsibility of the Contractor.

IX. DEPARTMENT OF HUMAN SERVICES AS THIRD PARTY BENEFICIARY:

The Department may withhold reimbursements to the Contractor if either the Department or the Minnesota Department of Human Services has reasonable grounds to believe that the contract with the Contractor or the subcontract of the Contractor with any subcontractor is taking or failing to take any action that constitutes anticipatory breach. If the breach occurs, the Department may recoup any payments made for the period during which the breach occurred. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as such, is an affected party under this contract and as such, may recoup payments made by the Department to the Contractor in event of breach of this contract if the Department does not recoup the payments. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including but not limited to rescission, usages, or specific performance of all or any part of the contract between the Department and the Contractor. The Contractor specifically acknowledges that the Department 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. This provision shall not be construed as Constitution or any other waiver of immunity.

X. DATA PRIVACY

All data collected, created, received, maintained, or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the Minnesota Statutes Chapter

13, or any other applicable State statutes, any State rules adopted to implement the Act, as well as Federal regulations on data privacy. The Program Director agrees to abide strictly by these statutes, rules, and regulations.

The Lead County and other Financially Responsible Agencies are covered entities under the Health Insurance Portability and Accountability Act (HIPAA). To the extent that the Provider performs a function or activity involving the use of “protected health information” (Code of Federal Regulations, Title 45, section 164.501), on behalf of the Lead County and other Financially Responsible Agencies, including, but not limited to, providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; repricing; or otherwise provided by 45 CFR, section 160.103, the Provider shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR, parts 160-164), (collectively referred to as “HIPAA”), and all applicable requirements.

XI. SUBCONTRACTING AND ASSIGNMENTS:

The Contractor shall neither enter into subcontracts for general performance of any of the Purchased Services contemplated under this Agreement, nor assign this Agreement, without prior written approval of the Department and subject to such condition and provisions as the Department may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

XII. DEFAULT:

- A. Neither party hereto shall be held responsible for delays or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against.
- B. Unless the Contractor’s default is excused under the provisions of this Agreement, the Contractor, after receipt of notice by the Department of any of the following conditions or other circumstances warranting cancellation of this Agreement, shall have ten (10) days (or such longer period as the Department may authorize in writing) after receipt of notice from the Department to cure the specified failure:
 - 1. If the Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
 - 2. If the Contractor fails to perform any of the other provisions of this Agreement, including but not limited to, a failure to cooperate with any evaluation procedure which may be required, or so fails to prosecute the work as to endanger performance of this Agreement in accordance with its term; or
 - 3. If it is discovered that material misrepresentations were made by the Contractor as to conditions relied upon by the Department which purported to exist by the terms of this Agreement and all exhibits and documents attached hereto and incorporated reference. If the Contractor fails to cure the specified condition after notice within the prescribed period of time, then the Department may, upon written notice, immediately cancel the whole or any part of this Agreement.

- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Department, and attached to the original Agreement.
- D. The rights and remedies of the Department provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XIII. CANCELLATION AND FINALIZATION:

- A. This Agreement or portion thereof may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person.
- B. After receipt of Notice of Cancellation and except as otherwise directed, the Contractor shall:
 - 1. Discontinue provision of Purchased Services under this Agreement on the date and to the extent specified in the Notice of Cancellation.
 - 2. Cancel all orders and subcontracts to the extent that they relate to the performance and Purchased Services canceled by the Notice of Cancellation.
 - 3. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification of the Department to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
 - 4. Complete performance of such Purchased Services as shall not have been canceled by the Notice of Cancellation.
 - 5. Submit a revenue and expense statement for the performance of Purchased Services prior to the effective date of cancellation within thirty (30) days of said notice.
 - 6. Maintain all records relating to performance of the canceled portion of the Agreement as may be required by the Department.
 - 7. Notify all eligible recipients of the cancellation of this Agreement.

XIV. ENTIRE AGREEMENT

It is understood and agreed upon that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any alterations to this document will render the agreement null and void. Subsequent alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

The Purchase of Service Agreement between Kandiyohi County Health and Human Services and CarrisHealth, LLC enter into this agreement for the period of January 1, 2021 through December 31, 2022.

The County has designated Jennifer Lippert, Director, Health and Human Services, as the person at Kandiyohi County to administer this contract.

The person(s) executing this agreement on behalf of the Contractor is its Chief Executive Officer, Michel Schramm, 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.

Michael Schramm, Chief Executive Officer
CarrisHealth, LLC

Date

Jennifer Lippert, Director
Kandiyohi County Health and Human Services

Date

Harlan Madsen, Chairperson
Kandiyohi County Board of Commissioners

Date

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

APPROVED AS TO FORM AND EXECUTION

Shane Baker
Kandiyohi County Attorney

Date

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

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

Carris Health LLC 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 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>.