

**Supplemental Nutrition Assistance Program (SNAP) Joint Powers Agreement**

THIS AGREEMENT, by and between Kandiyohi County Health And Human Services, 2200 23<sup>rd</sup> Street Northeast, Suite 1020, Willmar, Minnesota 56201, hereinafter referred to as “Agency” and the State of Minnesota acting through its Commissioner of the Department of Employment and Economic Development (DEED) as delivered by Job Services, at the CareerForce location in Willmar, 2200 23<sup>rd</sup> Street Northeast, Suite 2040, Willmar, Minnesota 56201, hereinafter referred to as the “Provider”.

WITNESSETH:

WHEREAS, the State of Minnesota is empowered to enter into this agreement under Minnesota Statute § 471.59, subdivision 10; and

WHEREAS, funds have been made available to the Agency for the purpose of providing SNAP Employment and Training (E & T) Program services; and

WHEREAS, Provider meets the state and/or federal standards for providing SNAP E & T services to persons and data reporting services; and

WHEREAS, the Kandiyohi County Health And Human Services Committee of the County Board wishes to purchase SNAP Employment and Training services from the Provider.

The Provider and Agency agrees as follows:

1. Provider’s Duties

Provider agrees to furnish the following services outlined below:

- |                              |                  |
|------------------------------|------------------|
| <b>SNAP E&amp;T Program:</b> | Referral         |
|                              | Assessment       |
|                              | Orientation      |
|                              | Individual Plan  |
|                              | Job Readiness    |
|                              | Support Services |
|                              | Job Placement    |

Provider will be flexible in scheduling meetings with employed program participants so that their work schedules are respected.

Provider will be responsible for Workforce One reporting of SNAP E&T services as required.

For further details see Exhibit A, which is attached and incorporated into this agreement.

Services will be provided at:

Job Service

CareerForce Location in Willmar

2200 23<sup>rd</sup> Street Northeast, Suite 2040

Willmar, MN 56201

Or at other locations as agreed to by both parties.

2. Term of Agreement

- A. The Effective date: October 1, 2020, or the date the Agency and State obtain all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- B. The Expiration date: September 30, 2021, or until all obligations have satisfactorily fulfilled, whichever occurs first.

3. Payments and Delivery of Services

- A. Agency will pay Provider for services required under the SNAP E & T Programs. All payments for services will not exceed **\$7,478.00**. No more than 7.5% of billed services will be for Administrative expenses. Payment for supportive services shall not exceed **\$673.00**. For further details see Exhibit B, which is attached and incorporated into this agreement.
- B. Provider will submit monthly invoices to the County identifying the individual registrants stating the services provided to that individual.
- C. Provider will notify the Agency immediately of SNAP referrals who fail to attend orientation.
- D. Provider will notify the Agency of SNAP participants who fail to comply with SNAP requirements.
- E. Agency and the Provider agree to monitor utilization and expenditures on a monthly basis. If expenditures are substantially above or below projection, Agency and Provider may consider modifications to the terms of this agreement Agency agrees to approach the Department of Health Services (DHS) for additional funds should the Provider's services exceeds the original funding available.

4. Authorized Representative

The Provider's authorized representative is:  
Lorrie Janatopoulos, CareerForce Director, or her successor  
332 Minnesota Avenue, Suite E200  
St. Paul, MN 55101  
651-259-7572

The Agency's authorized representative is:  
Jennie Lippert, Director, Kandiyohi County Health and Human Services, or her successor  
2200 23<sup>rd</sup> Street Northeast, Suite 1020,  
Willmar, Minnesota 56201  
320-231-7800

5. Eligibility for Services

- A. Provider's determination of participant eligibility shall be completed in accordance with procedures in DHS Combined Manual.
- B. Any change in eligibility will initiate a notice by either Agency or the Provider within 14 days to the other party.

6. Payment Process

- A. Agency's obligation to make payment hereunder is subject to review by the Kandiyohi County Board of Commissioners to ensure that payment is for a referred individual and has not previously been made and is subject to audit by the Agency or their duly

authorized designee. Nothing herein shall limit the right of either party to collect from the other any sums improperly paid or improperly withheld.

- B. Payment for services provided shall be made according to procedures outlined in Section 3 *Payment and Delivery*.
- C. Provider will promptly reimburse Agency any payments received in excess of required payments hereunder.
- D. Agency shall not be obligated to honor claims, nor shall Provider claim for any services furnished or costs incurred by Provider, which are not specifically provided for hereunder or requested by Agency in writing during the term of this Agreement.

7. Audits and Record Disclosure

Under Minn.Stat.16C.05 subd. 5, the Agency's books, records, documents and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

8. Debarment, Suspension, and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the State from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, 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/Department. 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 Provider certifies that it and its <sup>1</sup>Principals and Employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency: and
- B. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them 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
- C. 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; 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
- D. 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.

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<sup>1</sup> "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

- E. Shall immediately give written notice to the Contracting Officer should Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) 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.

9. Safeguard of Client Information

- A. The use or disclosure by any party of any private information concerning a client, in a violation of any rule of confidentiality or for any purpose not directly connected with the administration of Agency or the Provider's responsibility with respect to the Purchased Services, is prohibited without the written consent of the client or responsible parent or guardian.
- B. Provider agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.01 - 13.48, and Provider further agrees to comply with any requests of Board, which are necessitated by Agency obligations under said Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Agency or the Provider.
- C. Provider agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, Health Insurance Portability and Accountability Act (HIPAA) requirements, and all other applicable state or federal laws, rules, regulations, or orders pertaining to privacy or confidentiality. Provider understands that all of the data created, collected, received, stored, used, maintained or disseminated by Provider in performing those functions that the Agency would perform as a government entity, is subject to the requirements of Chapter 13, and Provider must comply with those requirements as if it were a government entity. HIPAA Protocol - The Provider assures the Agency that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the County; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Agency or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

10. Fair Hearing Appeal

Any determination, action, or inaction on the part of Agency relating to an individual's participation in the program is subject to the notice and hearing procedures in Minn. Stat. 256.045 and 256.86.

11. Equal Employment Opportunity and Civil Rights Clause

Each party agrees to comply with the Civil Rights Act of 1964, Executive Order No. 11246 as amended, the Minnesota Human Rights Act, and all applicable federal and state laws, rules, regulations, and orders prohibiting discrimination in employment, facilities and services. Provider shall not discriminate in employment, facilities, and in the rendering of purchased services hereunder on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, creed, or national origin.

12. Rehabilitation Act Clause  
Provider agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements imposed by the applicable HHS regulation (45 CFR Part 84). And all guidelines and interpretations issued pursuant thereto.
13. Liability and Worker's Compensation  
Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The Provider's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable law. Pursuant to Minnesota law, Provider is self-insured for Worker's Compensation Insurance.
14. Right to Rescind  
Agency reserves the right to rescind any contract not in compliance with these requirements and retains all right thereafter to pursue any legal remedies against Provider.
15. Certification that Federal Funds do not Supplant or Replace Local or State Funds  
Provider hereby certifies that the federal funds to be used under this Agreement do not replace or supplant in any way state or local funds. The Provider certifies that the amount to be expended in this Agreement results in increased expenditures by the Provider for services of the type being purchased to individuals of the type included under the Agreement.
16. Conditions of the Parties' Obligations
  - A. It is understood and agreed that in the event the reimbursement by Agency from state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the continued purchase of services, the obligations of each party hereunder shall thereupon be terminated.
  - B. Agency may at any time evaluate the performance of the Provider in regard to the terms of this Agreement to determine whether such performance merits continuation of this Agreement.
  - C. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
  - D. In the event of a revision in federal regulations which might make this Agreement ineligible for federal financial participation, all parties will review this Agreement. Changes shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
  - E. Provider agrees to cooperate fully with Agency and its designated representatives in the development and implementation of Provider's services. Evaluated data collected will be used by Agency in its funding decisions and will be shared with the Provider and community.
  - F. Provider agrees that in any reports, news releases, and public service announcements or publications regarding the Provider's program, Agency will be identified as a funding source.
  - G. Agency agrees that any publicity regarding the subject matter of this Agreement must not be released without prior written approval from the Provider's authorized representative.

- H. This agreement contains all negotiations and agreements between the Agency and the Provider. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
17. Subcontracting  
Provider may enter into subcontracts for the performance of any of the responsibilities under this Agreement, subject to the approval of Agency.
18. Governing Law, Jurisdiction, and Venue  
Minnesota law, without regard to its choice-of-law provisions, govern this agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
19. Legal Compliance  
Provider and Agency will comply with all applicable state and federal laws, rules and regulations.
20. Termination  
The Provider or the Agency may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
21. Termination for Insufficient Funding  
The Provider may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Agency. The Provider is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Agency will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Provider will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The Provider must provide the Agency notice of the lack of funding within a reasonable time of the Provider's receiving that notice.
22. E-Verify Certification  
For services valued in excess of \$50,000, the Provider certifies that as of the date of services performed on behalf of the State, the Provider and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. The Provider is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

IN WITNESS WHEREOF, Agency and Provider have signed this Agreement on the dates written below:

**1. KANDIYOHI COUNTY**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shane Baker, County Attorney, Kandiyohi County

\_\_\_\_\_  
Date

**2. STATE AGENCY**

By: \_\_\_\_\_  
(With Delegated Authority)

Name & Title: Lorrie Janatopoulos, CareerForce Director

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**

(As Delegated to the Office of Procurement)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_