

Substance Use Assessment Contract

Between

Divine Hope Counseling, LLC

and

Kandiyohi County

Kandiyohi County - Health and Humans Services Building
2200 23rd St. NE, Suite 1020, Willmar MN 56201,

hereafter referred to as the “Agency” and

Divine Hope Counseling, LLC

328 3rd Street SW, Willmar, MN 56201,

hereafter referred to as the “Contractor,” enter into this agreement for the period of
January 1, 2021 through December 31, 2021

WITNESSETH

WHEREAS, Minnesota Statute 254A and Minnesota Administrative Rules 9530.6600 to 9530.6655 establish authority and regulation for the completion of Substance Use Assessments for this Agency and contracted providers; and the agency does not employ a sufficient number of qualified assessors and the only qualified assessors available in the county have a direct shared financial interest or a referral relationship resulting in shared financial gain with a treatment provider, and

WHEREAS, the Contractor is a nonprofit corporation employing qualified individuals to complete Substance Use Assessments, and

WHEREAS, the Agency, pursuant to Minnesota Statute 254A, wishes to make available for purchase such Chemical Use Assessment services from the Contractor;

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

A. SERVICE DEFINITIONS

Substance Use Assessment (SUA)

SUA includes interviews, collateral contacts and report preparation to include a succinct and clear recommendation for level of care. These services will be provided by a qualified individual and in accordance with Minnesota Administrative Rule 9530.6615. SUA reports will be due to the Agency within 10 working days of the SUA interview.

Consultation

A qualified assessor will attend weekly team meetings with Kandiyohi County Health and Human Services and Kandiyohi County Community Corrections. Qualified assessors will be available to consult occasionally and as necessary on individual referrals.

Location of Service Delivery

SUAs will normally be conducted at the Contractor’s Willmar location but may occasionally occur at the county jail or contracted detoxification center.

Referral Process

Contractor shall accept referrals for SUAs from Kandiyohi County Health and Human Services and Kandiyohi County Community Corrections. A shared calendar shall be maintained with immediate

interactive access by both Agency and Contractor. Releases of Information shall be signed in accordance with applicable confidentiality laws.

Financial Conflicts of Interest

This agreement is under MS 254A.19subd 3(3) in that the county retains responsibility for making placement decisions and thus avoids any financial conflict of interest. Or when necessary under MN Rules 9530.6600, Subpart 3, B, the County does not employ a sufficient number of qualified assessors and the only qualified assessors available in the county have a direct shared financial interest or a referral relationship resulting in shared financial gain with a treatment provider

B. COST AND DELIVERY OF PURCHASED SERVICES

The contractor will be paid \$125 for each completed SUA.

C. CONSIDERATION AND TERMS OF PAYMENT

Consideration for all services performed and goods or materials supplied by the Contractor pursuant to this agreement shall be paid by the Agency as follows:

1. The Contractor agrees not to include in the charge for services, any administrative or service cost assignable to private pay or third party pay sources. The Contractor will bill any third party payers first.
2. Submission of Required Claim Form: The Contractor shall provide a summary of SUA utilization on April 15th, July 15th and October 15, 2021, January 15, 2022. That summary shall show the clients name and the dates of services for each SUA completed under this contract.
3. Payment: Kandiyohi County will make quarterly payments at the rate of \$125 for each SUA completed.

D. CONTRACTOR QUALIFICATIONS AND TRAINING

1. The Contractor is qualified to provide the services in accordance with the provision of Minnesota Rules.
2. The Contractor agrees to provide or arrange for staff training according to Minnesota Rules.
3. The Contractor agrees to provide the Agency with a plan which describes the services to be provided and the methods which will be used to assure that services are provided, job descriptions and professional qualifications of personnel, and an organizational chart of the Contractor, which will be maintained by the Agency and hereby incorporated by reference.

E. RECORD DISCLOSURE/EVALUATION AND REPORTS

1. 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.
2. The Contractor agrees to allow personnel of the Agency, the Department of Human Services and the Department of Health access to the Contractor's facility and access to records at reasonable hours and notice to exercise their responsibility to monitor purchased services.
3. The Contractor agrees to make available all records pertaining to the contract for seven (7) years for audit purposes, in accordance with Minnesota Rules, part 9525.1920, subpart 4.

F. 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 IIHI in accordance with conventional record destruction practices.

G. 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.

H. BONDING, INDEMNITY, INSURANCE AND AUDITS

1. Bonding/Crime Insurance: the Contractor agrees to obtain and maintain for the duration of this agreement a General Fidelity Bond or Crime Insurance Policy which covers monies of the county handled by the service provider, monies and/or securities of clients of the county, and access to monies and/or securities of clients that the service provider comes into contact with. In addition, Kandiyohi County must be named as an additional insured on the crime policy. Copy of Certificate of Insurance or bond must be provided to the Agency. Such policy or bond will be in the amount of \$750,000.
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.
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
- 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: the Contractor will determine if it needs to comply with the Single Audit Act Amendments of 1996, P.L.104.156 and Office of Management and Budget, Circular No. A-133.

If Contractor determines it must comply with 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 Agency.

I. 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.

J. CONDITIONS OF THE PARTIES' OBLIGATIONS

1. It is understood and agreed that in the event the reimbursement to the Agency from state and federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the Agency may in its sole discretion terminate this contract.
2. This agreement may be canceled by either party at any time, with or without cause, upon sixty (60) days' notice, in writing, delivered by mail or in person to the designated agent of the other party.
3. Before the termination date specified in agreement the Agency may evaluate the performance of the Contractor in regards to terms of this agreement to determine whether such performance merits renewal of this agreement. This paragraph does not create an option for renewal of this contract.
4. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, and properly executed by both parties.
5. If the Agency determines that funds are not being administered in accordance with the contract or that services are not being properly provided, the Agency may terminate this contract after notice has been provided to the Contractor's designated agent according to J.2 above.

M. 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 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:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract.

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

The subcontractor specifically acknowledges that the county Board and the 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. This provision shall not be construed to limit the rights of any party to contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract.

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

O. MISCELLANEOUS

The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, on all or any part of the contract between the county Board and the Contractor.

The Department of Human Services is entitled to and may recover from the Contractor reasonable attorney's fees, costs and disbursements associated with any action taken under this paragraph that is successfully maintained in a court of law. This provision shall not be construed to limit the rights of any party to the contract or any third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

P. EXTENSION CLAUSE

The parties further agree that this contract shall be automatically extended for an additional period up to 90 days from the end date of this contract in the event that a new contract between the parties concerning the same subject matter is being negotiated but has not been executed prior to the expiration date. The

purpose of this extension is to ensure uninterrupted services. In the event that this contract is extended pursuant to the foregoing provision, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this contract, by mutual agreement of the parties.

Q. ENTIRE AGREEMENT

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

Kandiyohi County and Divine Hope Counseling, LLC enter into this Purchase of Services Agreement for the period from January 1, 2021 through December 31, 2021.

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

Lori Hanson, Chief Executive Officer
Divine Hope Counseling, L.L.C.

Date

Jennifer Lippert, Director
Kandiyohi County Health and Human Services

Date

Harlan Madsen, Chairperson
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 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 Hope Counseling, LLC
AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL
AND STATE CIVIL RIGHTS LAWS:**

The Contractor/Vendor agrees to:

1. Administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS-approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP); comply with Title VI of the Civil Rights Act of 1964; section 11(c) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; and all the requirements imposed by the regulations issued pursuant to these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP.
2. Administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
3. Administer all programs in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all the requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor/Vendor and the Department of Human Services further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties.
4. The Contractor/Vendor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. The Contractor/Vendor also agrees to permit authorized Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as needed to determine compliance with the nondiscrimination laws.

By signing on behalf of the Contractor/Vendor, I state that I am authorized to bind the Contractor/Vendor to the terms of the 2019-2021 Civil Rights Assurance Agreement and commit it to the above provisions.

Lori Hanson, Chief Executive Officer

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>.