

## PURCHASE OF SERVICE AGREEMENT

Kandiyohi County Health and Human Services, 2200 23<sup>rd</sup> Street NE, Suite, 1020, Willmar, Minnesota, 56201, hereafter referred to as the "Department," and Greater Minnesota Family Services, Inc. 3619 SW 15th Avenue, 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**, The Contractor is a private, non-profit corporation, so designated by the laws of the State of Minnesota. The Contractor is licensed by the Minnesota Department of Human Services or approved vendor according to the Minnesota Department of Human Services Rule No. 8 to provide Group Home services License #811013 and organized under the laws of Minnesota.

**WHEREAS**, The Department, pursuant to Minnesota Statutes, section 373.01, 373.02, and 256E.08, wishes to purchase such program services from the Contractor; and

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

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

I. Purchase of Service:

- a. As specified in the Federal register of January 1, 1977, CFR 45 Part 228 and the Community Social Service Act, the Department agrees to purchase and the Contractor agrees to furnish the following:
  1. Group Home/Shelter Care Services defined as direct care and indirect management activities associated with room, board, daily supervision, care and health related services. Brass Code 1830
  2. Psychological Testing and Evaluations, Brass Code 4080
- b. The Contractor shall, in writing within ten (10) days, notify Department whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, Department and Contractor shall determine whether such inability will require a modification or cancellation of the contract.
- c. Pursuant to Exhibit A attached hereto and incorporated by reference, the Contractor agrees to provide:
  1. An explicit description of the services to be provided.
  2. An exposition of the staffing including job descriptions and professional qualification requirements of personnel.
  3. An organization chart.
  4. Program content.
  5. Program budget and a copy of salary ranges of position.
- d. If a resident leaves the facility for any unauthorized period of time, the Contractor is to get prior approval by the Agency Supervisor or Director if reimbursement is to cover for the days a resident is on unauthorized leave.
- e. Priority of Placement is to be granted to the host county of Kandiyohi. Priority of Placement is defined as the first night of an opening provided for which another client has not been interviewed and accepted. A Kandiyohi County client will move to the top of the waiting list if current clients on the waiting list are not from Kandiyohi County.

- f. Contractor will notify Department and referring county in writing within five working days of any incident reports where serious injuries occurred and hospitalization was required.

II. Cost and Delivery of Purchased Services:

- a. The rate for reimbursement eligible clients for children being placed by Kandiyohi County Health and Human Services shall be:

Fiscal Year 2021	Fiscal Year 2022
\$212.09 per day	\$218.45 per day

The rate for reimbursement eligible clients for children being placed by counties other than Kandiyohi County Health and Human Services shall be:

Fiscal Year 2021	Fiscal Year 2022
\$246 per day	\$246 per day

The cost will be eligible for Title IV-E reimbursement for those children placed who are Title IV-E eligible youth. (Brass Code 1830)

- b. The Contractor certifies that the services to be provided under this agreement are not otherwise available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
- c. Psychological Evaluation and Personality or Intelligence Test Service Fee shall be provided on a per hour basis, total hours to be mutually agreed upon by referring agency and Contractor prior to service. (Brass Code 4080)
- d. Other service options available from Contractor to referring agency are the responsibility of the referring agency to contract for, as it is not covered as part of this contract.
- e. Insurance Company Co-pays for clients medications will be included as part of the unit cost for providing service to eligible clients. The Contractor shall, within ten (10) working days following the last day of each calendar month, submit on a standard invoice the cost for any clients medications not covered by the clients Medical Insurance to the Department. The Contractor shall, within ten (10) working days following the last day of each calendar month, submit on a standard invoice, the cost incurred by the Contractor for any client's medication, when clients do not have Medical Insurance, to the Department.
- f. Purchased Services will be provided at 3619 SW 15th Street, Willmar, Minnesota, 56201.

III. Eligibility for Services:

- a. The parties understand and agree that the eligibility of the client to receive the Purchased Services to be purchased by the Department and furnished by the Contractor is to be determined according to the Kandiyohi County Community Social Service Plan.
- b. The Contractor shall get authorization from the referring county social service agency prior to the admission of a client.
- c. The Contractor shall not charge any program or service fee to social service eligible clients. Any fee collected by the Department will be recovered against the Social Service Purchase of Service account.
- d. When the Department has determined that the client is no longer eligible to receive

Purchased Services or that services are no longer needed or appropriate, the Department shall notify the Contractor. The Department shall notify the client of proposed termination of services and of the client's right to appeal this proposed Department action.

- e. The Contractor shall notify the Department and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least five (5) days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor shall not discharge or terminate services to a client prior to the proposed days unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- f. The Contractor shall establish written procedures for discharging a client or terminating services to a client. The written procedure shall include preparation of a summary of findings, processes, and plans to be transmitted to the Department and to the client within thirty (30) days of discharge.

IV. Delivery of Care and Services:

Except as otherwise provided herein, Contractor shall maintain in all respects its present control over and autonomy with respect to:

- a. The application of its intake procedures and requirement to clients.
- b. The methods, times, means and personnel for furnishing Purchased Services to eligible clients.
- c. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring Contractor to provide or continue Purchased Services to or for any eligible clients.

V. Payment for Purchased Services:

- a. Certification of Expenditures: The Contractor shall, within ten (10) working days following the last day of each calendar month, submit on a standard invoice (for Social Services Purchased) to the Department. The invoice shall indicate the names of individuals served and the number of days of care for each individual eligible to receive Purchased Services.
- b. Payment: The Department shall, within thirty (30) days of the date of the receipt of the invoice, make payment to the Contractor.

VI. Audit and Record Disclosures:

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. Funds received as a result of this agreement may be issued under CFDA # 93.658 and 93.667.

- If Contractor determines it must comply with any of these, Contractor agrees that, within 120 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 120 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.

VII. Safeguard of Client Information:

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.

The individual employed by the Contractor who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, shall be Deborah Dubie or other employee of the Contractor as designated by its Executive Director.

The Agency shall ensure 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.

If required under the HIPAA Privacy Standards, the Contractor provides assurances to the Department 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 Department; 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 Department or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

VIII. Equal Employment Opportunity and Civil Rights Clause:

- 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."

IX. Fair Hearing and Grievance Procedures:

The Contractor will establish a system through which eligible clients/families may present grievances about the operation of the service program, and the contractor shall advise eligible client families of this right.

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

X. Bonding, Indemnity, and Insurance Clause:

a. 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 security of clients that the service provider staff come into contact with. In addition, Kandiyohi County must be named as an additional insured on the crime policy. Copy of Certificate of Insurance or bond must be provided to the agency. Such policy or bond shall be in the amount of \$100,000.

b. 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 it from claims set forth below which may arise out of or result from contractors operations under contract, whether such operations be by itself 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 - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$100,000 each employee

2. Automobile Liability Coverage including Hired Car and Employers Non-Ownership Liability with the following limits of liability:

- Combined Bodily Injury and Property Damage
- Bodily Injury - \$500,000 each person/\$1,500,000 each occurrence
- Property Damage-\$1,000,000 each occurrence or a combined single of \$2,000,000

3. Commercial General Liability to include the following coverage and limits of liability:

- Each Occurrence Limit – (Combined Bodily Injury and Property Damage) - \$1,500,000
- General Aggregate Limit – (other than products – combine operations) - \$1,500,000
- Products – Completed Operations Aggregate Limit - \$1,500,000
- Personal and Advertising Injury Limit - \$1,500,000
- Fire Damage Limit - \$100,000 any one fire
- Medical Expense Limit - \$5,000 any one person

Professional Liability - \$1,500,000

Coverage Afforded Shall Include:

Premises/Operations

Products/Completed Operations

Contractual Liability Including Oral and Written Contracts

Personal and Advertising Injury

Fire Damage

Medical Payments

4. 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 holder.

XI. Subcontracting:

- a. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without prior written approval of the Department.
- b. All subcontractors shall be subject to and shall meet all requirements of this contract.
- c. 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, or all or any part of the contract between the county board and the Contractor.
  - The subcontractor specifically acknowledges that the county board and the Minnesota Department of Human Services are entitled to and may recover from the subcontractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained in a court of law.
  - This provision shall not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.
- d. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract and Minnesota Rules, Part 9525.1870, subpart 3.

XII. 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 (OIG) at <http://oig.hhs.gov/fraud/exclusions/listofexcluded.html> If you do not have access to the website, and/or need the information in an alternative format, contact the Agency.

### XIII. Conditions of the Parties' Obligations:

- a. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or in person.
- b. Before the termination date specified in this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal 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. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Department, nor shall the Contractor do any work or

furnish any material not covered by the agreement, unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.

- e. In the event that there is any Federal regulation which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

XIV. 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 insure 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.

X. Miscellaneous:

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



The Purchase of Service Agreement between Kandiyohi County Health and Human Services and Greater Minnesota Family Services, Inc. enter into this agreement for the period of time from January 1, 2021 through December 31, 2022.

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

\_\_\_\_\_  
George Dubie, Executive Director  
Greater Minnesota Family Services, Inc.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, the 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.

**GREATER MINNESOTA FAMILY SERVICES  
AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL  
AND STATE CIVIL RIGHTS LAWS:**

The Contractor/Vendor agrees to:

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

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

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

\_\_\_\_\_  
Date

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

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

## ADDENDUM

### **Clarification of SNAP Civil Rights Requirements – Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP),” and Titles II and III of the Americans with Disabilities Act**

This addendum clarifies core civil rights requirements to ensure meaningful access to programs, services, and information for persons with Limited English Proficiency (LEP) and persons with disabilities in accordance with Federal law, regulations, and current guidance from the U.S. Department of 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>.