

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT made and entered into by and between the **COUNTY OF KANDIYOHI, STATE OF MINNESOTA**, hereinafter referred to as the “Lead County”, and Prairie Lakes Youth Programs, 1808 NE Civic Center Drive, P.O. Box 894, Willmar, MN 56201, hereinafter referred to as the “Contractor” or “Contractor” for the delivery and provision of non-secure alternative residential program services. This Lead County agreement is for the period of January 1, 2021 through December 31, 2021.

W I T N E S S E T H

WHEREAS, the Contractor is a governmental subdivision organized under the laws of the State of Minnesota as per MN Statutes 471.59; and

WHEREAS, pursuant to the Community Social Services Act, Minnesota Statutes 1988, Section 256E.03, Subdivision 2, and Section 256E.08, Subdivision 1, as amended by the Laws of Minnesota 1989, Chapter 282, the Lead County, has identified a certain population who are in need of residential services and wishes to purchase these services from the Contractor; and

WHEREAS, the Lead County and the Contractor, according to Minnesota Rules, understand and agree that this contract serves as a lead county contract for services purchased from financially responsible agencies of other counties; and

WHEREAS, the Contractor is qualified to furnish said services and is licensed by Department of Corrections; and

WHEREAS, the Contractor will best serve the needs of the identified client population by furnishing services on a cost-per-unit basis; and

NOW THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, in the Lead County and the Contractor agree as follows:

I. PURCHASED SERVICES

- A. As specified in 45 CFR Part 225 and the Community Social Service Act, the Lead County agrees to contract for the Contractor agrees to furnish the following to Eligible Recipients (as defined below):
 1. Residential Group Home Services
 - a. Boys Group Home, 1013 Lakeland Drive NE, Willmar, MN 56201
 - b. Girls Group Home, 822 Park Ave., Willmar, MN 56201
 2. Transitional/Independent Living Program and Alternative Residential Services
Non-Secure Detention, 1804 NE Civic Center Drive, P.O. Box 902, Willmar, MN 56201
- 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. The Contractor shall make every reasonable effort to maintain sufficient staff, facilities, equipment, etc., to deliver the Purchased Services. The Contractor shall, in writing within ten (10) days, notify the Lead County, whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the Lead County and the Contractor shall determine whether such inability will require a modification or cancellation of this agreement.
- D. If a child leaves the facility for any unauthorized period of time, an approval must be given by the Social Worker employed by the placing agency if the Group Home is to be paid for those days the child is not there. If the Prairie Lakes Youth Program is to be reimbursed for a child missing for more than seven days, there must be approval by the Health and Human Services Department Supervisor or Director.

II. PAYMENT FOR PURCHASED SERVICES

- A. In order to maintain the highest level of the provision of services to the individual, services shall be furnished and payment shall be made in the following manner:
 - 1. No advance payments will be made under this Agreement.
 - 2. The Contractor will first bill to third party payers, such as insurance companies, Medical Assistance, etc., for any billable services. The daily unit rate for providing Purchased Services to Eligible Recipients is listed in Appendix A.
 - 3. No payment will be made for services rendered to an Eligible Recipient on the date of his or her discharge.
 - 4. Arrangements for payment of medical costs will be in accordance to Minnesota Statute 260B.188.
- B. Total cash payment to the Contractor for units of Purchased Services furnished to the County under this agreement shall not exceed \$3,000,000. Actual total payment will equal the total number of unit of service provided multiplied by the above-stated unit rate, subject to the maximum contract amount stated in this paragraph. (This amount does not include any medical payments pursuant to paragraph A (4) of this clause.) This is not a cost reimbursement contract. The county does not guarantee to purchase any minimum amount of services nor make any minimum number of placements under this Agreement.

III. ELIGIBILITY FOR SERVICES

- A. The parties understand and agree that the eligibility of the applicant to receive the Purchased Services is to be determined by the County of Financial Responsibility. Applicants determined by the County of Financial Responsibility to be eligible for services under this Agreement hereinafter will be referred to as “Eligible Recipients” regardless of the determination made pursuant to paragraph D of this clause.
- B. Purchased Services will be provided by the Contractor only to those applicants (1) determined to be Eligible Recipients; and (2) who are authorized to be served by the Contractor’s license from DOC.
- C. Eligibility for Federal financial participation will be determined by the County in accordance with the statutes, rules, and regulations, including the Minnesota Annual

Title XX Report as promulgated by the Minnesota Department of Human Services, and on the basis of information on forms as prescribed by the Department of Human Services.

- D. The Contractor will not charge a program service fee to Eligible Recipients.
- E. The County will bill Eligible Recipients a sliding fee for services provided under this Agreement under the County's Client Fee Policy. The Contractor agrees to cooperate in obtaining client information or assisting the County of Financial Responsibility in obtaining client information necessary for fee determination.

IV. DELIVERY OF CARE AND SERVICES

- A. Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over and autonomy with respect to:
 - 1. The application of its intake procedures and requirements to Eligible Recipients;
 - 2. The methods, times, means, and personnel for furnishing Purchased Services to Eligible Recipients.
- B. Nothing in this Agreement shall be construed as requiring the Contractor to continue the provision of Purchased Services to or for any specific eligible Recipient, subject to the requirements which may be applied in clauses in this Agreement pertaining to compliance with Licenses, Laws, Rules, and Regulations; Equal Employment Opportunity and Civil Rights; and Fair Hearing and Grievance Procedure.
- C. Contractor agrees to respect and increase their understanding of the religious and cultural heritage of children receiving services. Contractor will provide or facilitate proper grooming of hair and skin for all children, ensure appropriate grooming products are available to children, and ensure involved staff attend training provided by the Contractor on this topic and other training as appropriate.

V. METHOD OF PAYMENT

- A. In all cases, Supervisor of the County of Financial Responsibility must authorize placement by signing a placement agreement to Purchased Services being provided to Eligible Recipients.
- B. The Contractor will forward to the County of Financial Responsibility on a monthly basis an invoice covering Purchased Services rendered to Eligible Recipients. The Contractor will complete the invoice and return to the County within seven (7) working days.
- C. The County of Financial Responsibility shall make payment within thirty five (35) days of the date of invoice on all invoices covering Purchased Services provided to Eligible Recipients provided that such payments shall be subject to adjustment by the County due to inaccuracies in invoices or payments both before and after payment is made.
- D. In all cases where Kandiyohi County is not the County of Financial Responsibility, a separate invoice must be prepared for each other county paying for an Eligible Recipient. In such cases, the Contractor shall forward the invoice to the County of Financial Responsibility for payment. The County of Financial Responsibility shall make payment directly to the Contractor. The County assumes no financial responsibility to the Contractor for Purchased Services provided to any eligible

Recipients pursuant to an agreement between the Contractor and any entity other than the County.

- E. The County of Financial Responsibility shall be determined by the Department pursuant to the provisions of Minnesota Statutes 1988, Chapter 256G and MN Rule 9550.0050.
- F. Failure to comply with the terms of this Agreement shall be just cause for delaying payment until the Contractor is in compliance.

VI. AUDIT, REPORTS, RECORD DISCLOSURES, AND MONITORING PROCEDURES

- A. The Contractor shall:
 - 1. Maintain a bookkeeping system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement.
 - 2. Cost and accounting principles employed hereunder are subject to the laws and procedures applicable to the expenditures of revenues by the Minnesota Department of Human Services.
 - 3. Maintain enrollment/attendance records as required by the County.
 - 4. Ensure that all records and documents maintained pursuant to this Agreement are available at all reasonable times for inspections, review, or audit by personnel of the Minnesota Department of Human Services, the Federal governments, the County, and all other personnel duly authorized by the County.
 - 5. Agree that the County, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, accept, and transcribe any procedures and practices of the Contractor which are relevant to the contract.
 - 6. Maintain and submit fiscal statistical reports at times reasonably prescribed by, and on forms furnished by the County.
 - 7. Maintain program statistical records required by the County and produce program narrative and statistical data at times reasonably prescribed by and on forms furnished by the County.
 - 8. Maintain other program records required by the County and records on each individual child as required by the Minnesota Department of Corrections.
 - 9. Maintain all records required by this Agreement for five (5) years of audit purposes; provided that if the County furnishes written notice during this period requesting retention of records to allow completion of an audit by the County, through the Department.
 - 10. Include these requirements in all approved subcontracts and assignments.
 - 11. 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. A portion of the funds received as a result of this agreement are issued under CFDA # 93.658.

- 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.
- B. The county may duplicate, use and disclose in any manner consistent with Statute, and have others do so, all data delivered under this agreement.

VII. DATA PRIVACY

- a. 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.
- b. All clients referred to the Contractor for services under the terms of this Contract shall receive the same respect and timely service afforded to clients who apply for and receive other Contractor's program services. 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 its Director, or other employee of the contractor as designated by its Director shall be the alternate HIPAA Compliance Officer. The Kandiyohi County Department 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.
- c. If required under the HIPAA Privacy Standards, the Contractor provides assurances to the County 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 appropriate Kandiyohi County 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 appropriate Kandiyohi County Department or Minnesota Department of Human Services if

requested; and upon termination, return or destroy all IHI in accordance with conventional record destruction practices.

VIII. 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.

IX. FAIR HEARING AND GRIEVANCE PROCEDURE

- A. The Contractor will establish a system through which Eligible Recipients of suitable age or discretion or their parents or legal guardian may present grievances about the operation of the service program and the Contractor will advise Eligible Recipients of this right; mental health program grievance procedures shall embody a system consistent with Minnesota Statutes 1988, Section 144.651, Subdivision 20.
- B. The county of service will advise applicants and Eligible Recipients of all of their rights to a fair hearing and the appeal process as provided by Minnesota Rules, Chapter 9550, Part 0092, including, but not limited to, their right to appeal denial or exclusion from the program or failure to recognize an Eligible Recipient's choice of a service and of his/her right to a fair hearing in these respects. Whenever an applicant or Eligible Recipient requests a fair hearing, the county of service will make arrangements to provide such a hearing through its regular fair hearing procedures. The applicant or Eligible Recipient or parent or legal guardian shall be informed of such rights by information on the application for Social Services.

X. BONDING AND INDEMNITY

- A. **BONDING:** The Contractor shall obtain and maintain at all times during the term of this Agreement, a fidelity bond in the amount of not less than \$100,000 covering the activities of each person authorized to receive or distribute monies.
- 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.

XI. 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 contractors 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 may be liable.

A. Worker's 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 Limits of Liability:

Combined Bodily Injury and Property Damage - \$500,000 per person/\$1,500,000 per occurrence

C. 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 - (other than products - completed operations) - \$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 any one person

Professional Liability - \$2,000,000

Annual Aggregate level I - \$4,000,000

Coverage Afforded Shall Include:

- Premises/Operations
- Products/Complete Operations
- Contractual Liability Including Oral and Written Contracts
- Personal and Advertising Injury
- Fire Damage
- Medical Payments

D. A Certificate of Insurance naming Kandiyohi County as certificate holder shall be furnished to Kandiyohi County prior to commencement of the project and shall also include the following stipulations:

1. Specify Kandiyohi County as additional insured for Automobile, Commercial General Liability or for any other liability policies.
2. Provide 30 days notice of cancellation to certificate holder.

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.

XII. UNAVAILABILITY OF SERVICES

The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service.

- 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 to the county and the client.
- B. Before the termination date specified in this agreement, the County 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 County shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. 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.

XIII. SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the County. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

XIV. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. The Contractor will comply with all the provisions of:
The Maltreatment of Minors Reporting Act, Minnesota Statutes 1988, Section 626.556, as amended by the Laws of Minnesota 1989, Chapters 177, 282, and 290, and Minnesota Rules, Chapter 9560, Parts 0250-0300, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or hereafter adopted.
- B. If the County has sufficient reason to believe that the safety or well-being of Eligible Recipients receiving service hereunder may be endangered by actions of the Contractor, its agents, and/or employees, the County, of the indicated quantity of Purchased Services, then the County may cancel or amend this Agreement; provided that any cancellation of this Agreement shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation.
- C. In the event that there is a revision of Federal regulations which might make this Agreement or any portion thereof 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. Refusal to renegotiate

in order to bring this Agreement into compliance shall be cause for termination of this Agreement as of the date when this Agreement is ineligible for Federal financial participation.

- D. When required, the Contractor will assist the County with proper documentation for completing forms and reports in compliance with regulations of all State and Federal agencies, including but not limited to, the Minnesota State Department of Human Services, Social Security Administration, National Institute on Mental Health, and any regulatory agency acting under aegis of the United States Department of Health and Human Services and other public sources of financial assistance.

XV. 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.

XVI. MISCELLANEOUS

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 and Prairie Lakes Youth Programs, enter into this 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 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.

Jared O’Neill, Director
Prairie Lakes Youth Programs

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 D. Baker
Kandiyohi County Attorney

Date

Appendix A
PRAIRIE LAKES YOUTH PROGRAMS 2021 PER DIEM RATES
 CORRECTIONS DETENTION NON-SECURE ALTERNATIVES
 GIRLS GROUP HOME BOYS GROUP HOME

HOST COUNTY: KANDIYOHI

SECURE 53%	NON-SECURE 20%	GIRLS GROUP HOME 13%	BOYS GROUP HOME 14%
===== 1808 NE CIVIC CENTER DR PO BOX 894 WILLMAR MN 56201 320-231-1729 320-231-1166 ===== MN DOC License 46 BEDS 1036941-2-CRF ORI MN034023C Rule 2960 ===== CORRECTIONS PER DIEM Member \$200.00 Non-Member \$256.00 =====	++++++ 1804 NE CIVIC CENTER DR PO BOX 902 WILLMAR MN 56201 320-235-0975 320-214-7067 ++++++ MN DOC License 21 BEDS 1056393-2-CRF ORI MN034023D Rule 2960 ++++++ PER DIEMS Member \$200.00 Non-Member \$256.00 ++++++	***** 822 NW PARK AVENUE PO BOX 894 WILLMAR MN 56201 320-235-6637 320-235-6659 ***** MN DOC License 11 BEDS 1049805-2-CRF ORI MN034023B Rule 2960 ***** PER DIEMS Member \$219.00 Non-Member \$256.00 *****	----- 1013 NE LAKELAND DRIVE PO BOX 894 WILLMAR MN 56201 320-235-6895 320-231-3818 ----- MN DOC License 12 BEDS 1049804-2-CRF ORI MN034023A Rule 2960 ----- PER DIEMS Member \$219.00 Non-Member \$256.00 -----
DETENTION PER DIEM Member \$200.00 Non-Member \$256.00	CCDTF INFO Provider # 657663000 NPI # 1699958777 ISAT ID # RB000013 Revenue Code # 1003 Per Diem \$ 75.29 Per Diem Differences (Pd by County) Member \$124.71 Non-Member \$180.71	CCDTF INFO Provider # 537118000 NPI # 1831376680 ISAT ID # RB000012 Revenue Code # 1003 Per Diem \$ 75.29 Per Diem Differences (Pd by County) Member \$143.71 Non-Member \$180.71	CCDTF INFO Provider # 669467000 NPI # 1679750426 ISAT ID # RB000011 Revenue Code # 1003 Per Diem \$ 75.29 Per Diem Differences (Pd by County) Member \$143.71 Non-Member \$180.71

MEMBER COUNTIES:	<u>Chippewa</u>	<u>Kandiyohi</u>	<u>Lac qui Parle</u>	<u>Swift</u>	<u>Yellow Medicine</u>
CONTRACTED BEDS:					
<u>POPE COUNTY</u>	ALL PROGRAMS	200 beds per year			\$ 10.00 below per diem
<u>BROWN COUNTY</u>	ALL PROGRAMS	1000 beds per year			\$ 10.00 below per diem
<u>WATONWAN COUNTY</u>	ALL PROGRAMS	200 beds per year			\$ 10.00 below per diem
<u>STEARNS COUNTY</u>	DETENTION	2 beds per month			\$256.00

SECURE: 1808 NE CIVIC CENTER DRIVE * PO BOX 894 * WILLMAR * MN * 56201 ** TEL: 320.231.1729 * FAX: 320.231.1166
NON-SECURE: 1804 NE CIVIC CENTER DRIVE * PO BOX 902 * WILLMAR * MN * 56201 ** TEL: 320.235.0975 * FAX 320.214.7067
BOYS GROUP HOME: 1013 NE LAKELAND DRIVE * WILLMAR * MN * 56201 ** TEL: 320.235.6895 * FAX: 320.231.3818
GIRLS GROUP HOME: 822 NW PARK AVENUE * WILLMAR * MN * 56201 ** TEL: 320.235.6637 * FAX: 320.235.6659

**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.

Prairie Lakes Youth Programs 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>.