

PURCHASE OF SERVICE CONTRACT

United Community Action Partnership, Inc.
PO Box 1359, 200 4th Street SW, Willmar, Minnesota 56201,
hereafter referred to as the "Contractor", and

Kandiyohi County Health and Human Services
2200 23rd Street NE, Suite 1020, Willmar, MN 56201,
hereafter referred to as the "County", enter into this
contract for the period from January 1, 2021 through December 31, 2021.

WITNESSETH

WHEREAS, the Contractor is a 501(C)(3) non-profit corporation organized under the laws of Minnesota;

WHEREAS, the Contractor seeks the services of the County as described in this Agreement solely for the purpose of obtaining and maintaining its Child Care Center license from the Minnesota Department of Human Services and not for any other purpose,

WHEREAS, the Contractor acknowledges that all health consultation and training sessions provided by the County as described in this Agreement are done within the scope of the licensing consultation and directly relate to applying for and maintaining a Center provider license.

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

1. PURCHASE OF SERVICES

PUBLIC HEALTH CONSULTATION SERVICES PROVIDED TO CONTRACTOR

A. Annual visits to include:

1. Review the health, safety and sanitation policies of the Child Care Center to assure compliance as defined in the "Minnesota Department of Human Services Policies, Procedures and Program Record Requirements for Child Care Centers", specifically Minnesota Rules, part 9503.0140, subparts 1 and 2.
2. Make recommendations to change, add or delete policies and/or procedures as needed to meet the requirements of Minnesota Rules, part 9503.0140, subparts 1 and 2.
3. On-site assessment of the Child Care Center for health hazards and recommending actions for alleviating said hazards.
4. Review the process for response to communicable disease outbreaks and reporting.
5. Provide specific recommendations for the care of special needs children.
6. Review mandatory reporting laws regarding child abuse or neglect.

7. Assure that immunization records of all children are in compliance with Minnesota Statutes.

B. Monthly consultation visits:

1. Confer with Child Care Center program director about immunization records of newly admitted children to assure compliance with Minnesota Statutes.
2. Review the first aid and safety policies and procedures specified in Minnesota Rules 9503.0140, Subpart 16.
3. Review the diapering procedures and practices specified in Minnesota Rules 9503.0140, Subpart 12.
4. Review the sanitation procedures and practices for food for infants, as specified in Minnesota Rules 9503.0145, Subpart 3.
5. Review the sanitation procedures and practices for food not prepared by or provided by the license holder, as specified in Minnesota Rules 9503.0145, Subpart 3.
6. Consultation regarding health and safety issues, communicable diseases, child growth and development, and community resources as needed.
7. Review of illness and injury logs and make recommendations accordingly.

C. Training

1. Provide as requested by the Child Care Center program director for specific health issues.
2. Training sessions are held at the Child Care Center facility and are in addition to annual or monthly consultation.

D. Documentation

1. A copy of the health consultant's findings will be maintained in the Child Care Center's administrative record.

OBLIGATIONS OF THE DAY CARE CENTER

- A. The Contractor agrees to cooperate with the guidance procedures of the Minnesota Department of Human Services established pursuant to Minnesota Statutes.
- B. The Contractor will provide for and assure compliance with staff training requirements of the Minnesota Department of Human Services established pursuant to Minnesota Statutes.

2. Method of Payment

- A. Contractor agrees to pay the County \$55.00 per hour for services provided as stated in Section 1. Purchase of Services and travel time (no mileage).
- B. County will submit invoice quarterly to the Contractor.
- C. The Contractor shall make payment within thirty (30) days of the date of the invoice.
- D. Failure to comply with the terms of the agreement shall be just cause contract termination.

3. Data Privacy – Safeguard of Child Information

The Contractor, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (MGDPA); the Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations, if applicable; and Title 42, part 2, of the Code of Federal Regulations and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, except upon written consent of such child, the child's parent or guardian, or the child's attorney, in connection with these laws and regulations.

If the Contractor creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the County pursuant to this Agreement, then the Contractor must comply with the requirements of the MGDPA, HIPAA, or other laws and regulations as if it were a government entity, and may be held liable under these Acts and statutes for noncompliance. The Contractor agrees to defend, indemnify and hold harmless Kandiyohi County, its officials, officers, agents, employees, and volunteers from any claims resulting from the Contractor's officers, agents, owners, partners, employees, volunteers, assignees or subcontractors unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section.

The Contractor agrees to promptly notify the County if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA, HIPAA or other regulations. The terms of this section shall survive the cancellation or termination of this Agreement. The Contractor shall retain the children's health records and shall retain sole responsibility for maintaining those records according to Minnesota and Federal Law.

4. 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.

5. 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."

6. Indemnity and Insurance:

- A. Indemnity:** The Center does hereby agree that it will indemnify, hold harmless, and defend the County, its commissioners, officers, agents, employees, and volunteer workers against claims, losses, expenses, damages or lawsuits for damages any and all of which such parties or individuals may hereafter sustain, incur, or be required to pay;
1. By reason of any person suffering personal injury, death or property loss or damage either while participating in or receiving from Center the care and services to be furnished by the County under this Agreement, or while on premises owned, leased or operated by Center, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted for by the Center or any officer, agent, or employee thereof; or
 2. By reason of any person employed or allegedly employed by the Center, for any claim or cause of action in equity or for damages arising out of the employment or alleged employment, or discrimination; or
 3. By reason of any intentional or negligent act or omission of the Center, its agents, officers, or employees in the performance of purchased services.
 4. The Center shall not be responsible for the act or omission of any providers who are not under its direction and control.
- B. Insurance:** The Contractor further agrees, in order to protect itself as well as Kandiyohi County and its Departments under the indemnity contract provision set forth above, it will at all times during the term of the Contract, and beyond such term when so required, have and keep in force a general liability insurance policy.

7. Modification of the Contract

Any material alterations, variations, modifications, or waivers of provision of this Contract shall only be valid when they have been reduced to writing as an amendment to this Contract signed by the parties hereto.

8. Cancellation and Finalization

- A.** This Contract or a portion thereof may be canceled by either party at any time, with or without cause, upon thirty (30) days' written notice, delivered by certified mail or in person. In the event contractor fails to keep in effect at all times the specified insurance coverage, the County may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event.
- B.** After receipt of a notice of cancellation, and expect as otherwise directed, the County shall:
1. Discontinue provision of Purchased Services under this Contract on the date, and to the extent specified, in the notice of cancellation.
 2. Complete performance of such Purchased services as shall not have been canceled by the notice of cancellation.
 3. Maintain all records relating to performance of the canceled portion of the Contract as may be required by the Contractor.

9. Entire Contract

It is understood and agreed upon that the entire contract of the parties is contained herein

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

The Purchase of Service Contract between United Community Action Partnership, Inc. and Kandiyohi County Health and Human Services into this contract for the period from January 1, 2021 through December 31, 2021.

The person(s) executing this contract on behalf of the Contractor is its Executive Director, Debi Brandt, and does so on behalf of the Contractor, and represents that the person(s) executing the contract does so with the full legal authority of the Contractor. The County has designated Jennifer Lippert, Director, Kandiyohi County Health and Human Services, as the person at Kandiyohi County to administer this contract.

**COUNTY OF KANDIYOHI
STATE OF MINNESOTA**

United Action Community Partnership, Inc.

BY: Harlan Madsen, Chair
Kandiyohi County Board of Commissioners

BY: Debi Brandt
Executive Director

DATED: _____

DATED: _____

BY: Jennifer Lippert, Director
Kandiyohi County Health and Human Services

DATED: _____

APPROVED AS TO EXECUTION AND FORM:

BY: Shane D. Baker
Kandiyohi County Attorney

DATED: _____

**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.

**UNITED COMMUNITY ACTION PARTNERSHIP
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 Action 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 Action 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 DOF 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>.