

PURCHASE OF SERVICE CONTRACT

Kandiyohi County

2200 23rd Street NE, Suite 1020, Willmar, MN 56201
hereafter referred to as the "County", and

West Central Interpreting Services, LLC

PO Box 20, Willmar, MN 56201
hereafter referred to as the "Contractor", enter into this

contract for the period from January 1, 2021 through December 31, 2021.

WITNESSETH

WHEREAS, the Contractor is a For Profit corporation organized under the laws of Minnesota;

WHEREAS, the County wishes to purchase translating and interpreting services for individuals from the contractor; and

WHEREAS, the County has identified persons who are in need of said services, in accordance with applicable Minnesota Rules, Statutes and the County wishes to purchase these services from the Contractor; and

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

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

1. Purchase of Services:

- A. The Contractor agrees to provide the following services
 - 1. Translation of letters, forms, or materials of this type into requested language.
 - 2. Interpreting the requested language for contacts between County staff and clients during meetings, phone calls or home visits.
 - 3. The Contractor shall make every reasonable effort to maintain sufficient trained and qualified staff, facilities and equipment necessary to deliver the purchased services.
 - 4. The Contractor shall provide Interpreters who are registered either with the Minnesota Department of Health MN Health Care Interpreter Roster (spoken language) or the Minnesota Department of Human Services Sign language Interpreter Referral Registry (American Sign Language (ASL) or other signed language systems).
- B. The Contractor shall in writing within ten (10) days, notify the County whenever it is unable to, or going to be unable to, provide the necessary quantity of purchased

services. Upon such notification, the County shall determine whether such inability will require modification or cancellation of said contract.

- C. Direct services will be provided on the phone, in Kandiyohi County offices, in the homes of identified clients, or community locations.

2. Eligibility for Services:

- A. The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined by the County.
- B. Persons contacting the Contractor for services may be referred to the County for determination of eligibility.

3. Cost and Delivery of Purchased Services:

- A. The total amount to be paid by the County for translating or interpreting services purchased from the Contractor shall not exceed \$50,000 for the duration of this contract.
- B. In order to maintain a quality provision of purchased services, services shall be furnished and payment shall be made in the following manner:

Type of Service	Rate Structure
Face-to-Face Interpreting	Daytime Hours: \$35.00 per hour, two-hour minimum, between 7:00 AM to 6:00 PM, Monday through Friday. Nighttime Hours: \$50.00 per hour, two-hour minimum, between 6:00 PM to 7:00 AM, Monday through Friday. Weekend Hours: \$50.00 per hour, two-hour minimum, between 8:00 AM to 6:00 PM. Major Holidays: \$60.00 per hour Cancellations: \$35.00 for cancellation of scheduled appointment with less than 24 hours' notice. Patient/Client No Show: \$35.00
Phone Interpreting	\$ 1.00/minute – with a 15 minute minimum
Document Translation for Latin Orthography	Price quoted per project
Document Translation for non-Latin Orthography	Price quoted per project
Extended Service: On-site Face-to-Face Interpreting	Per Hour (1-3 hours) \$35.00 Per Hour (4-7 hours) \$33.00 Per Hour (8+ hours) \$30.00

- Orders can be phoned or faxed into West Central Interpreting. Phone: 320-235-0165 or

Fax: 320-235-0105. Orders will be filled and confirmed (by email, fax or phone). Confirmation of order acceptance will be provided by email.

- The interpreter shall arrive on the site five-to-fifteen (5-to-15) minutes prior to the appointment time.
- The source document indicating services rendered must be signed and dated by the interpreter and a Kandiyohi County representative at the time and location as to where service(s) rendered.

4. Method of Payment

- A. The Contractor will forward to the correct Kandiyohi County Department on a monthly basis an invoice covering the services purchased. The invoice will include an itemized accounting of each identifying service provided, number of units and the cost per unit. The Contractor will complete the invoice and forward it to the correct Kandiyohi County Department (see attachment for listing) within thirty (30) working days after the month of service. The Contractor will bill services to Minnesota Health Care Programs whenever possible first before billing the County.
- B. The County shall make payment within thirty (30) days of the date of the invoice covering purchased services the Kandiyohi County Department has authorized.
- C. Failure to comply with the terms of the contract shall be just cause for delaying payment.
- D. The Contractor will not charge any program or service fees to client families served under this contract.

5. Audit, Reports, Record Disclosures and Monitoring Procedures

- A. The Contractor shall:
 - 1. Maintain records and a bookkeeping system which sufficiently and properly reflects all revenue received and all direct and indirect costs of this contract.
 - 2. Cost and accounting principles employed under this contract shall be subject to the laws and procedures applicable to the expenditure of revenues by the State of Minnesota.
 - 3. Maintain all files with information as required by the County and such files shall be available for inspection by the County. In addition, the Contractor will make verbal and written reports to the County at its request at such time and place as the County may designate.
 - 4. Maintain all records required by this contract for five (5) years for audit purposes.
- B. The Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.
- C. 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.
 - 1. If Contractor determines it must comply with any of these, Contractor agrees that, within 60 days of the close of its fiscal year, an audit will be conducted by a Certified Public Accounting Firm which will meet the applicable requirement(s).
 - 2. If Contractor determines that it does not need to comply with any of these,

Contractor agrees that, within 60 days of the close of its fiscal year, an audit will be conducted by a licensed public accounting firm.

3. After completion of either audit, Contractor agrees to submit a copy of the audit report and management letters to the County.

6. 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 Abdirizak "Zack" Mahboub, President, or other employee of the Contractor as designated by its President. 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 IIHI in accordance with conventional record destruction practices.

7. Conflicts of Interest

A. Definitions:

1. A "family member" is: (i) a spouse or domestic partner, (ii) a child, stepchild, parent or sibling of an employee or his/her spouse or domestic partner or (iii) any other relative current living with an employee or whose assets the employee controls.

2. A "financial relationship" means: (i) serving as employee, consultant, contractor or board member, (ii) being entitled to receive income, royalties, or payments, or (iii) having a significant investment or ownership interest.
 3. "Personal knowledge" is: knowledge gained through firsthand experience or observation.
- B. Interpreter Duty to Avoid Conflicts. All interpreters provided have an obligation to avoid conflict, or the appearance of conflict, between their personal interests and the interests of the County and to avoid any situation that affects, or potentially could affect, his or her independent, unbiased judgment in the discharge of his or her duties to the County. An interpreter should recuse himself or herself from interpreting or translating for an individual, when the employee has personal knowledge of circumstances that might reasonably cause his or her impartiality to be questioned.
- C. Contractor Duties: Contractor represents and warrants the following:
1. No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
 2. No Interpreter provided by the Contractor may interpret or translate for an individual who is a family member to the interpreter or one with whom the interpreter with whom has a financial relationship.
 3. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the County in writing of such conflict.
 4. Termination for Material Conflict. If, in the reasonable judgment of the County, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the County may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.

8. 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.

9. 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."

10. Fair Hearing and Grievance Procedure

- A. 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.

11. Bonding, Indemnity, and Insurance

- A. Bonding: The Contractor will be required to maintain at all times, during the term of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$10,000 covering the activity of each person authorized to receive or distribute monies under the term of this Contract. A copy of the Contractor's bond or insurance certificate shall be delivered to the County at the beginning of this Contract term and on an annual basis thereafter.
- 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: The Contractor further agrees, in order to protect itself as well as the 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.
- D. The Contractor will make a good-faith effort to purchase occurrence-based liability insurance. If the Contractor cannot afford or find an occurrence-based liability policy, the Contractor may substitute a claims-made liability policy at the same coverage levels required in Paragraph 10.E and with extended reporting-period coverage for at least one full year following the end of the term of the claims-made policy.
- E. These liability insurance policies (or comparable coverage under a program of self-insurance) will meet the limits as stated herein or be equal to the tort liability limits under Minnesota Statutes, section 3.736, subdivision 4, whichever is greater:
 - 1. Automobile Liability Coverage including Hired Car and Employers Non-Ownership Liability with the following Limits of Liability:
 - \$1,500,000 on a Combined Single Limit Basis
 - 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

Fire Damage Limit - \$100,000 any one fire

Medical Expense Limit - \$5,000 any one person

Professional Liability - \$2,000,000 per Wrongful Act or Occurrence
\$4,000,000 Annual Aggregate Level 1.

- F. The County must be listed as additional insured, and the County shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
- G. If the Contractor is unable to obtain the required insurance coverage, or if the coverage is cancelled during the term of this Contract, the Contractor must notify the County by telephone or e-mail the same business day as the Contractor receives notice of cancellation or inability to obtain coverage. The Contractor shall also provide written notice to the County within five (5) business days. The Contractor shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, the Contractor shall apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance coverage shall be considered an event of default pursuant to this Contract.
- H. The policy must also maintain worker's compensation insurance per Minnesota statutory requirements. If applicable, the Contractor must include Employer's Liability Coverage. Minimum limits shall be:
 - Bodily Injury by Accident: \$500,000 each accident
 - Bodily Injury by Disease: \$500,000 each employee
 - Bodily Injury by Disease: \$500,000 policy limit

12. Modification of the Contract

- A. 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.

13. Conditions of the Parties Obligations

- A. It is understood and agreed that if during the term of this Contract reimbursement to the County, from State and/or Federal sources is not obtained and continued at any aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, then the County may cancel or amend this Contract; provided that any cancellations of this Contract shall be without prejudice to any obligations of liabilities of the parties already accrued prior to such cancellations.
- B. In the event there is a revision of Federal regulations which might make this contract or any portion thereof ineligible for Federal renegotiate those items necessary to bring the Contract into compliance with the new Federal regulations. Refusal to renegotiate in order to bring this Contract into compliance shall be cause for termination of this Contract as of the date when this Contract is ineligible for Federal financial participation.

- C. When required, the Contractor will assist the County with proper documentation for completing forms and reports in compliance with the 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 agencies of the United States Department of Health and Human Services and other public sources of financial assistance.
- D. The Contractor will comply with all the provision of:
 - 1. The Maltreatment of Minors Reporting Act, Minnesota Statutes 1990, Section 626.556, and Minnesota Rules, Chapter 9560, Parts 0250-0300, as promulgated by the Minnesota Department of Human Services implementing such Act not in force of hereafter adopted.
 - 2. The Vulnerable Adults Reporting Act, Minnesota Statutes 1988, Section 626.557, and all rules promulgated by the Minnesota Department of Human Services implementing such Act not in force or hereafter adopted.

14. Subcontracting and Assignments

- A. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without prior written approval of the County.
- 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:
 - 1. 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.
 - 2. 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.
 - 3. The subcontractor specifically acknowledges that the Kandiyohi 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.
 - 4. 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.

15. Noncompliance:

- A. If the County, Contractor or subcontractor fails to comply with the provisions of this

contract, any party may seek any available legal remedy.

- B. Either party shall notify the other party within thirty (30) days when a party has reasonable grounds to believe that this contract has been, or will be, breached in a material manner. The party receiving such notification shall have thirty (30) days, or such other reasonable period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

16. Miscellaneous:

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

The Department 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.

17. 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 Contractor shall:
 - 1. Discontinue provision of Purchased Services under this Contract on the date, and to the extent specified, in the notice of cancellation.
 - 2. Cancel all orders and subcontracts to the extent that they relate to the performance of Purchased Services canceled by the notice of cancellation.
 - 3. Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice and cancellation, provided; however, that the claims and liabilities for orders and subcontracts had been approved by the appropriate Kandiyohi County Department.
 - 4. Complete performance of such Purchases services as shall not have been canceled by the notice of cancellation.

5. Maintain all records relating to performance of the canceled portion of the Contract as may be required by the County.
6. Notify all eligible Recipients of the cancellation of this Contract.

18. 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.

19. 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 Kandiyohi County and West Central Interpreting, LLC into this contract for the period from January 1, 2021 through December 31, 2021. The County has designated Jennifer Lippert, Director, Health and Human Services, as the person at Kandiyohi County to administer this contract. The person(s) executing this contract on behalf of the Contractor is its President, Russell Hastings, 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.

**COUNTY OF KANDIYOHI
STATE OF MINNESOTA**

West Central Interpreting, LLC

BY: Harlan Madsen, Chair
Kandiyohi County Board of Commissioners

BY: Abdirizak "Zack" Mahboub, President
West Central Interpreting, LLC

DATED: _____

DATED: _____

ATTESTED TO:

BY: Larry Kleindl
Kandiyohi County Administrator

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.

**WEST CENTRAL INTERPRETING, LLC
AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL
AND STATE CIVIL RIGHTS LAWS:**

The Contractor/Vendor agrees to:

1. Administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS-approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP); comply with Title VI of the Civil Rights Act of 1964; section 11(c) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities 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>.