

## Purchase of Service Agreement

As a Department           Kandiyohi County Health and Human Services  
2200 23<sup>rd</sup> Street NE, Suite 1020  
Willmar, MN 56201

As a Contractor           Woodland Centers  
1125 Sixth Street SE, P.O. Box 787  
Willmar, MN 56201

### WITNESSETH

**WHEREAS**, the Contractor is a non-profit corporation organized under the laws of Minnesota;

**WHEREAS**, the Contractor is an approved vendor according to the Minnesota Department of Human Services.

**WHEREAS**, the Department wishes to purchase such program services from the Contractor,

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

#### Purchase of Services:

1. The Contractor agrees to provide the following services
  - Community Support Services – community-based, supportive services to adults who meet program eligibility
  - Assistance in independent living skills
  - Developing leisure-time activities
  - Improving communication skills
  - Recognizing signs and symptoms of your illness and learning management skills
  - Socialization, recreational, and educational opportunities
  - Assistance in accessing community resources
  - Community outings
2. The Contractor shall in writing within ten (10) days, notify the Department whenever it is unable to, or going to be unable to, provide the necessary purchased services. Upon such notification, the Department shall determine whether such inability will require modification or cancellation of said contract.
3. Contractor will provide sufficient staff, facilities, equipment, etc., to deliver the purchased services to be purchased by the Department.

#### Cost of Purchased Services:

1. This contract is for \$550,126, for covering the purchased services for the period, January 1, 2021, to December 31, 2022.

#### Method of Payment:

1. The Contractor will forward to the Department a quarterly invoice covering the purchased services for the period, January 1, 2021, to December 31, 2022.

2. The Department shall make payment within thirty (30) days of the date of the quarterly invoice covering purchased services to eligible client for whom the Department authorized services.
3. Failure to comply with the terms of the agreement shall be just cause for delaying payment.
4. The Contractor will not charge any program or services fees to clients served under this agreement.

**Record Disclosure/Evaluation and Reports:**

1. The Contractor agrees to send the financial, statistical and social services reports to the Department on a quarterly basis, as grant required by Department of Human Services
2. The Department's procedures for monitoring and evaluating the Contractor's performance under this contract may include, but are not limited to, on-site visits to the Contractor's facility; review of client files; review of Contractor's financial, statistical and program records; and a review of reports and data supplied by the Contractor at the Department's request.

**Audit and Record Disclosures:**

The Centers shall:

1. Maintain such records and provide the County with financial, statistical, and service reports as the County may require for accountability; and also cooperate in evaluation efforts as requested by County which are not in violation with the Minnesota Data Privacy Act, Chapter 13. The Centers' Human Resources Director is responsible for compliance with this Act. In addition, the Centers' Annual Evaluation Report will be made available to the County and the Commissioner of the Minnesota Department of Human Services.
2. Conform to Generally Accepted Auditing Standards through its annual independent CPA audit.
3. Allow designated personnel of the County, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services access to the Centers' records at reasonable hours in order to exercise their responsibility to monitor services.
4. Furnish the County with the county-contracted Mental Health Reporting Data and also make a good faith effort to provide data for other needed reports subsequent to their identification.
5. Maintain records at Woodland Centers, 1125 6th Street SE, Willmar, Minnesota 56201, for four years for audit purposes.

**Safeguard of Client Information:**

Minnesota Government Data Practices Act: Woodland Centers 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. Woodland Centers understands that all of the data created, collected, received, stored, used, maintained or disseminated by Woodland Centers in performing those functions that Kandiyohi County would perform as a government entity, is subject to the requirements of Chapter 13, and Woodland Centers must comply with those requirements as if it were a government entity. This does not create a duty on the part of Woodland Centers 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.

**Equal Employment Opportunity and Civil Rights and Nondiscrimination Clause:**

1. Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; and all other federal regulations which prohibit discrimination in any program receiving federal financial assistance.

2. Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073. This section shall not apply if the grant is for less than \$100,000, or the Contractor has employed forty (40) or less full-time employees during the previous twelve (12) months. Contractor also agrees to comply with all other applicable provisions in Minnesota Statutes, chapter 363.
3. The Contractor agrees it will operate in compliance with the stated non-discrimination laws, regulations, policies, and guidance as stated in the Civil Rights Assurance Agreement. The Contractor agrees to sign the Civil Rights Assurance Agreement and provide it to the County. The Contractor agrees to follow all terms and conditions of the Civil Rights Assurance Agreement, terms and conditions which are incorporated into this contract by reference.

**Fair Hearing and Grievance Procedures:**

1. The Centers agree that a fair hearing and grievance procedure will be established in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established, developed, and provided by the Minnesota Department of Human Services.

**Clean Air Clause:**

1. The Centers certify that it meets lawful conditions of the Clean Air Act, as required by 45 CFR 74.159(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: <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.

### **Bonding, Indemnity, and Insurance Clause:**

1. Bonding: The Centers shall obtain and maintain at all times, during the terms of this Agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$25,000 minimum.
2. The Contractor agrees to defend, indemnify and hold Kandiyohi County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of the Contractor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.
3. Contractors Liability and Workers Compensation Insurance: The contractor shall purchase and maintain such insurance as will protect contractor from claims set forth below which may arise out of or result from contractors operations under contract, whether such operations be by the contractor 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.

Workers Compensation including Employers Liability with the following coverages and limits:

Bodily Injury by Accident- \$1,000,000 combined single limit

Bodily Injury by Disease - \$1,000,000 combined single limit

Bodily Injury by Disease - \$1,000,000 combined single limit

Automobile Liability Coverage including Hired Care and Employers Non-ownership Liability with the following limits of liability:

Combined Bodily Injury and Property Damage- \$1,500,00 each occurrence

Professional Liability to include the following coverages and limits or insurance:

Each Wrongful Act or Occurrence - \$2,000,000

Annual Aggregate Level - \$4,000,000

Commercial General Liability to include the following coverages 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 - \$300,000 any one fire

Medical Expense Limit - \$10,000 any one person

Coverages afforded shall include:

Premises/Operations

Products/Completed Operations

Contractual Liability Including Oral and Written Communication  
Personal and Advertising Injury  
Fire Damage  
Medical Payments

**Availability of Services:**

1. The Centers certify that the services to be provided under this Agreement are typically not available from other local resources without cost to eligible clients.

**Conditions of the Parties' Obligations:**

1. It is understood and agreed that in the event the reimbursement to the County from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of services, the parties will review the Agreement and renegotiate the necessary items.
2. No claim for services furnished by the Centers, not specifically provided in the Agreement, will be paid by a County unless this is approved in writing by the involved County. Such approval shall be considered to be a separate agreement.
3. In the event that there is a revision of Federal regulations 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.

**Assignment and Subcontracting:**

1. The Centers shall not enter into subcontracts, nor assignment of this Agreement, without prior written approval of the County subject to such conditions and provisions as the County may deem necessary with the understanding being that such approval from the County will not be unreasonably withheld and with the further understanding that subcontracts may be necessary to carry out the terms of this Agreement. The Centers shall be responsible for the performance of all subcontractors.

**Miscellaneous:**

1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Centers and County relating to the subject matter hereof.
2. The Commissioner of the Minnesota Department of Human Services is a third-party beneficiary of this contract.
3. Pursuant to the requirement contained in MSA 245.466 Sub 3 (2) the following information is supplied:
4. To ensure effective delivery of quality services, there are in place mechanisms to monitor and evaluate the quality and appropriateness of care. The professional staff is organized to provide for credentialing and privileging of clinical care staff. There is in place a complete quality assurance program with staff committees that examine appropriateness of admission, length of stay, utilization of resources, and peer review. There is an adverse incidents committee to evaluate incidents that do occur and to recommend mechanisms for improvement. Supervision is provided by professionals. There is ongoing staff education directed towards improving professional practice and staying current with research and other professional developments. There is an annual evaluation of programs which will be made available to the counties and the Commissioner of the Department of Human Services.

5. Pursuant to the requirement contained in MSA 245.466 Sub 3 (4) the following information is supplied:
6. Financial Statements generated are prepared in conformity with generally accepted accounting principles and are examined annually, in accordance with generally accepted auditing standards by an independent certified public accountant. Internal accounting and administrative controls are assessed by the independent auditor in connection with this regular annual examination. Verification of the Centers' compliance with requirements of the single audit action is performed by the independent certified public accountant. Administration of funds and the recording of transactions are performed in accordance with cost principles established by the Department of Human Services and sound accounting practices.
7. The Centers will provide County with information identifying the current licensures, staffing, organizational chart, programs/services, and goals and objectives of the Centers.

**IN WITNESS WHEREOF**, Woodland Centers and the Kandiyohi County Health and Human Services Department enter into this agreement for the period of time from January 1, 2021, through December 31, 2022.

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

\_\_\_\_\_  
 Ashley Kjos, Executive Director  
 Woodland Centers, Inc.

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 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

**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.

**Woodland Centers 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.**

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Authorized Representative / Title

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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>.