

**GOODHUE COUNTY  
HEALTH & HUMAN SERVICES (GCHHS)**



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	November 19, 2024	<b>Staff Lead:</b>	Kathy Rolfer
<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Attachments:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Action Requested:</b>	Approve Regional Contract for Additional Employment and Training Services for Supplemental Nutrition Assistance Program (SNAP) Customers.		

**BACKGROUND:**

The Department of Human Services (DHS) has continued to offer additional employment and training funding for SNAP customers. Each county grant amounts are small, so it has made sense for counties that wish to seek these funds to come together and contract with the state and regional employment and training service provider – Workforce Development Inc.

This is now our sixth year collaborating for this additional funding. Wabasha County has agreed to continue to act as the fiscal agent.

The Workforce Development Inc. will utilize the available funds of \$8,654.30 10-1-2024 through 9-30-2025 designated for direct program expenses; \$701.70 (7.5% WDI Admin) and \$1358.00 designated for support services for the four counties – Wabasha, Mower, Houston, and Goodhue.

**RECOMMENDATION:** GCHHS Department recommends approval as requested.

AGREEMENT FOR PROVISION OF  
SUPPLEMENTAL NUTRITIONAL ASSISTANCE PROGRAM (SNAP)

The Wabasha County Board of Commissioners through its designated agency, the Wabasha County Department of Human Services, 625 Jefferson Avenue, Wabasha, MN 55981-1589 (651) 565-3351, acting as Fiscal Agent for the counties of Goodhue, Houston, Mower and Wabasha or any successor organization developed with at least one of the participating counties hereinafter referred to as the “Counties” and the Workforce Development, Inc., 2070 College View Road E., Rochester, MN 55901 (507) 292-5166, hereinafter referred to as the “Contractor” enter into this agreement for the period of October 1, 2024 through September 30, 2025.

WITNESSETH

WHEREAS, M.S. 256D.051 requires counties to provide a SNAP Program to eligible persons and allows counties to subcontract for duties under subd.2 of M.S. 256D.051, and

WHEREAS, the Job Training Program, under WIA, administered by the Workforce Development, Inc. is knowledgeable regarding M.S. 256S.051 and of the methods and techniques involved in providing the services in M.S. 256D.051;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Counties and Contractor agree as follows;

Available Funds \$8,654.30 10-01-2024 through 09-30-2025 designated for **direct program expenses**; \$701.70 (7.5% WDI **admin**) and \$1358.00 designated for **support services** for the four counties.

I. Services to be Provided

- A. SNAP Orientation
- B. Employability assessment and development plan
- C. Job search classes
- D. Referrals to available employment assistance programs/agencies

II. Delivery

The Contractor agrees to the following:

- A. The SNAP Program services will be made available at the Workforce Development, Inc. office locations in each county.
- B. The services available for regular WIOA participants may be available for SNAP participants, depending on the funding.
- C. WDI is a registered SNAP Employment and Training provider for SE MN with funding for SNAP 100% and SNAP 50/50. Referrals for SNAP

Employment and Training may be eligible for additional program services depending on their needs and available funding. Through the career planning process, WDI staff will determine the best program fit and encourage co-enrollment to provide additional services to benefit the customer.

- D. The program will be a minimum of 20 hours per week and a maximum of 32 hours per week for period of eligibility.
- E. Upon referral of a SNAP registrant, the Contractor will provide an orientation to the SNAP Program and notify the Counties of attendance.
- F. An employment plan with all the required SNAP activities and individual responsibilities will be prepared by the Contractor and submitted to the participant each month. This employment plan will prescribe the necessary activities to be undertaken during the month by the participant in order to continue receiving monthly SNAP benefits. A copy will be sent to the Counties.
- G. The Contractor agrees that to protect itself, as well as the Counties, under the indemnity agreement, it will at all times have and keep in force a professional liability insurance policy with limits of \$1,000,000.00.
- H. To facilitate interagency cooperation, the Counties and Contractor shall be considered adjunct agencies for the purpose of meeting the training requirements of the SNAP Program. Participant referral information and related contracts to provide training services and participation information shall be communicated between program related personnel involved with this program. Program participants will be apprised of the service agreement between the Counties and Contractor.

### III. County's Responsibilities

- A. Refer all persons eligible for the SNAP program to the Workforce Development, Inc. by completing a WF1 referral. The program is in a voluntary status. Referrals will be made noting the participants opportunity for employment services at no cost to the participant.
- B. The Counties will reimburse the Contractor for invoiced costs for SNAP enrollments for staff services, including orientation, assessment, preparation of an Employment Plan, individualized counseling, Job Search instruction, and vocational assessment, referrals to other agencies, job referrals and direct marketing contracts with employers. Actual costs for services will be billed each month up to \$8,654.30 direct program, \$701.70 administration, and \$1,358 support funds for this program year.

This includes the time spent sending notices to the participants and the Counties, in addition to tracking the participants' compliance.

- C. Complete any state mandated Information System forms or reports for SNAP registrants at time of registration.
- D. Inform Contractor prior to referring any participant who is unable to communicate in the English language. The Contractor will then arrange for an interpreter.

IV. Contractor Responsibility

- A. The Contractor agrees that during the existence of this agreement that it will indemnify and hold harmless the Counties from any and all liability which may be claimed against the Contractor (1) by reason of any reimbursable cost resulting from an eligible client suffering injury, death, or property loss while participating in services from the Contractor or while being transported to/from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or (2) by reason of any said client causing injury/damage to another person or property during any time when the Contractor has undertaken or is furnishing the service called for under this agreement.
- B. The Contractor agrees to comply with the Civil Rights Act of 1964 (Titles VI and VII); Rehabilitation Act of 1973 (Section 504); and Minnesota Human Rights Act (Chapter 363).

V. Financial Arrangements and Reporting Procedures

- A. The Contractor agrees to furnish the following reports to the Counties:
  - 1. Verification that the participant kept their initial appointment as scheduled.
  - 2. A copy of the employment plan.
  - 3. Monthly communication with the Counties verifying each participant's program participation.
  - 4. Any Management Information Systems forms or subsequent reports for SNAP required by the Counties.

VI. Other Conditions of the Contract

A. The Contractor shall allow personnel of the Counties, Minnesota Department of Human Services, and the Minnesota Department of Employment and Economic Development, access to the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services and audit the financial records.

B. Audit and Records Disclosure:

The Contractor agrees to maintain records at 2070 College View Road E., Rochester, MN 55901 for a period of six years to allow persons from the Minnesota Department of Human Services and the Minnesota Department of Employment and Economic Development, or their designees, access to records at reasonable times for audit purposes.

C. The use or disclosure, by a party, of information concerning a client in violation of the Data Privacy Act or for any purpose not directly connected with the administration of the County's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client his/her responsible parent or guardian.

D. This contract may be cancelled by either party, upon 30 days notice, in writing, delivered by mail, or in person.

E. Alteration to or waivers of provisions of this contract shall be valid only if they are in writing and duly signed by both parties.

F. In the event there is a revision of state regulations which might affect this agreement, all parties will review the contract and renegotiate those provisions necessary to bring it into compliance with the new regulations.

G. Subcontractors are subject to all requirements outlined in this agreement.

H. The Counties agrees to provide for a Fair Hearing and Grievance Procedure in conformance with Minnesota Statutes, Sections 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

VII. Non-Discrimination Statement: The CONTRACTOR will comply with:

A. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits

discrimination on the grounds of race, color, or national origin, and applies to any program or activity receiving federal financial aid.

- B. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex, or national origin and applies to all employers, including State and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor, which falls within one of these definitions, would, of course, be covered by Title VII.
- C. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally funded programs.
- D. The Age Discrimination in Employment Act of 1967, as amended which generally prohibits discrimination on the basis of age against persons 40 years of age and over.
- E. The Equal Pay Act of 1963 amended the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.
- F. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.
- G. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.
- H. The Americans with Disabilities Act of 1990 (P.L.101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

IX Affirmative Action: The Contractor certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073.

- A. The Contractor agrees to comply with the requirements the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

- B. The Contractor agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility, which is used for religious instructions or worship.
- C. The Contractor agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
- D. The Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”, (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this agreement. The Contractor provides assurances to the Counties that it will comply with Health Information Portability and Accountability Act (HIPPA) 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 Counties; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.
- E. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

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 related to the subject matter hereof, as well as any previous agreements presently in effect between the Counties and the Contractor.

IN WITNESS WHEREOF, The Counties and Contractor have executed this contract as of the day and year first above mentioned:

FOR  
WABASHA CO.  
BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Board Chair

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

FOR THE CONTRACTOR  
Workforce Development, Inc.

*Jenny Rietmann*  
\_\_\_\_\_  
Director

Date Oct 16, 2024



FOR  
MOWER CO. BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Board Chair

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

FOR THE CONTRACTOR  
Workforce Development, Inc.

*Jenny Rittmann*  
\_\_\_\_\_  
Director

Date Oct 16, 2024

FOR  
HOUSTON CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR  
Workforce Development, Inc.

By \_\_\_\_\_  
Board Chair

*Jenny Rietmann*  
\_\_\_\_\_  
Director

By \_\_\_\_\_  
Director

Date Oct 16, 2024

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

FOR  
GOODHUE CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR  
Workforce Development, Inc.

By \_\_\_\_\_  
Board Chair

*Jenny Rietmann*  
\_\_\_\_\_  
Director

By \_\_\_\_\_  
Director

Date Oct 16, 2024

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_