

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Housing and Support Services Division (“STATE”) and [Click here to enter Grantee Name](#), an independent grantee, not an employee of the State of Minnesota, located at [Click here to enter physical street address, city, state, zip code](#) (“GRANTEE”).

#### **RECITALS**

WHEREAS, STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) is empowered to enter into contracts with private agencies and organizations, and

WHEREAS, under Minnesota Statutes, section 256.01, subdivision 2(f), STATE is authorized to act as the agent of and cooperate with the federal government in matters of mutual concern relative to and in conformity with the provisions of Laws 1939, chapter 431, including the administration of any federal funds granted to the state to aid in the performance of any functions of the commissioner as specified in Laws 1939, chapter 431, and

WHEREAS, STATE is in need of the following services that are of mutual concern to STATE and the federal government: provide advocacy and support services to help Minnesotans who have a disability apply for or maintain Federal Social Security disability benefits, and

WHEREAS, under Minnesota Statutes, section 256D.06, subdivision 5(c), STATE may contract with various entities to provide advocacy and support services to process claims for federal disability benefits for applicants or recipients of services or benefits supervised by the commissioner, and

WHEREAS, under Minnesota Statutes, section 13.46, subdivision 1(c) GRANTEE is being made a member of the welfare system via this contract for the limited purposes of this contract. As a result, STATE is permitted to share private data on individuals, as described in contract attachment A, with the GRANTEE in accordance with Minnesota Statutes, section 13.46, subdivisions 2(a)(5)-(7), and

WHEREAS, GRANTEE will receive, maintain, or transmit protected health information on behalf of STATE, a covered entity, GRANTEE expressly agrees that it is a “business associate” of STATE, as defined by HIPAA under 45 C.F.R. § 160.103. The disclosure of protected health information to GRANTEE that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(a)(3), and

WHEREAS, GRANTEE acknowledges, as a business associate under HIPAA, GRANTEE is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by contract or required by law. GRANTEE is also directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule, and

GRANTEE represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

## **CONTRACT**

### **1. CONTRACT TERM AND SURVIVAL OF TERMS.**

**1.1. Effective date:** This CONTRACT is effective on **January 1, 2021**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

**1.2. Expiration date.** This CONTRACT is valid through **June 30, 2027**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

**1.3. No performance before notification by STATE.** GRANTEE may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and GRANTEE is notified to begin work by STATE's Authorized Representative.

**1.4. Survival of terms.** GRANTEE shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Indemnification; 10. Information Privacy and Security; 11. Intellectual Property Rights; 12. Publicity; 15. Ownership of Equipment; 16.1. State audit; and 18. Jurisdiction and Venue.

**1.5. Time is of the essence.** GRANTEE will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

### **2. GRANTEE'S DUTIES.**

**2.1. Duties.** GRANTEE shall perform duties as follows:

**2.2. Social Security Advocacy Services.** GRANTEE may help individuals with their Supplemental Security Income and Social Security Disability Insurance claim or continuing disability review with the Social Security Administration at the following levels:

1. Initial application/claim.
2. Reconsideration on an initial claim.
3. Hearing before an administrative law judge on an initial claim.
4. Appeals Council review on an initial claim.
5. Continuing Disability Review.
  - a. Reconsideration on a Continuing Disability Review.
  - b. Hearing by an administrative law judge on a Continuing Disability Review.

GRANTEE may choose which Social Security Advocacy service(s) they will offer under this CONTRACT. The services listed above are for disability claims administered by the Social Security Administration. This CONTRACT does not include helping individuals apply for retirement benefits administered through the Social Security Administration.

**2.3. Eligibility Criteria for Social Security Advocacy Services.** Individuals served under this CONTRACT must meet all of the following eligibility criteria:

1. If adults, they must have the inability to do any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months as described in 20 CFR 416.905 and 20 CFR 404.1505. If children, they must be under the age of eighteen (18), and if they have a medically determinable physical or mental impairment or combination of impairments that causes marked and severe functional

limitations, and that can be expected to cause death or that has lasted or can be expected to last for a continuous period of not less than 12 months as described in 20 CFR 416.906; and

2. Live in Minnesota for the duration of the time GRANTEE works with them to apply for Social Security disability benefits; and
3. Individuals must be between the ages of birth and sixty-five (65); and
4. Are at risk for homelessness. An individual must meet one (1) of the following at risk for homelessness definitions:
  - a. Are behind in rent or utilities,
  - b. Have an eviction notice,
  - c. Reside in a boarding house or halfway house,
  - d. Are exiting a publicly funded institution or system of care such as foster care, a mental health facility, or correctional institution or receive other supportive services in order to maintain their housing,
  - e. Are receiving state or federal public assistance benefits such as General Assistance, Housing Support, Medical Assistance including Housing Stabilization Services, Supplemental Nutrition Assistance Program, or the Minnesota Family Investment Program,
  - f. Do not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or place not meant for habitation,
  - g. Are on a coordinated entry list or housing registry,
  - h. Are currently a recipient of a housing subsidy program including but not limited to the following:
    - a. Public housing
    - b. Housing Support
    - c. Section 8 Housing or Housing Choice Voucher
    - d. Veterans Affairs Supportive Housing (VASH) Voucher
    - e. Moving Home Minnesota demonstration services, also known as Money Follows the Person (MFP)
    - f. Minnesota's Long-term Homeless Supportive Services
    - g. Bridges Rental Assistance Program
    - h. Family Unification Program (FUP) Voucher
    - i. Section 811 or other Project-based Rental Assistance Program

OR

5. Are currently experiencing homelessness. An individual must meet one (1) of the following homelessness definitions:
  - a. Lacking a fixed, regular, and adequate nighttime residence such as living in an emergency shelter, couch hopping, living outside, doubled up, living in transitional housing, or places not meant for habitation,
  - b. Not having a lease or ownership interest in a housing unit and lack the resources or support networks to obtain other permanent housing,
  - c. Are fleeing or attempting to flee domestic violence, has no other residence, and lacks the resources or support networks to obtain other permanent housing,
  - d. An unaccompanied youth under twenty five (25) years of age, or families with children and youth who qualify as homeless under other Federal statutes, such as the Runaway and Homeless Youth Act.

**2.4. Social Security Advocacy Deliverables.** GRANTEE shall provide assistance and representation to an individual in their attempts to obtain or maintain Social Security disability benefits. GRANTEE must follow all general duties and deliverables listed for each service they choose to work with an individual as identified below:

**2.4.1 General Duties.** GRANTEE must perform all general duties on each individual served as identified below:

**A. Screen individual for Social Security Advocacy services eligibility pursuant to clause 2.3.**

GRANTEE must conduct a thorough screening to determine if an individual is eligible for Social Security Advocacy services as defined in clause 2.3 and must be able to show the STATE that a screening was completed and that the individual met all criteria as defined in clause 2.3.

**B. Serve as the authorized representative and waive fees.** GRANTEE must complete an Appointment of Representative (SSA-1696) form, follow all Social Security Administration's rules of conduct and standards of responsibility for representatives as described in 20 CFR 416.1540 and 20 CFR 404.1740, and waive the right to receive a fee from any individual they serve as defined in clause 2.3.

1. During the completion of the SSA-1696, GRANTEE must select only the following SSA fee arrangement, "*I waive the right to receive a fee from the claimant, any auxiliary beneficiaries or any other individual.*"
2. GRANTEE must submit an individual's SSA-1696 to the appropriate Social Security Administration field office after they help an individual submit an application/claim or continuing disability review to the Social Security Administration or upon becoming an individual's authorized representative.
3. If GRANTEE uses a different fee arrangement or has a separate fee arrangement with an individual or the Social Security Administration, GRANTEE will not receive payment if the individual is awarded Social Security Administration disability benefits and the STATE may immediately cancel this contract.

**C. Refer individual to apply for DHS public assistance benefits.** GRANTEE will assist an individual in applying for all eligible Minnesota Department of Human Services public assistance benefits such as cash, food, and health care while they help an individual apply for Social Security disability benefits or complete a Continuing Disability Review and wait for a decision from the Social Security Administration.

**D. Submission of data to STATE.** GRANTEE must enter and upload information into the Social Security Benefits Advocacy Provider Payment System on all individuals approved by the Social Security Administration and served under this CONTRACT.

1. GRANTEE must use Social Security Benefits Advocacy Provider Payment System and follow all policies and procedures listed in the user manual.
2. GRANTEE must upload an individual's completed SSA-1696 to the Social Security Benefits Advocacy Provider Payment System within ninety (90) days of submitting an application/claim at any level or a continuing disability review or within ninety (90) days of becoming an individual's authorized representative for Social Security Administration purposes.
3. GRANTEE must enter an individual's data and submit an electronic invoice to the STATE for payment after an individual is awarded Social Security Administration disability benefits via the Social Security Benefits Advocacy Provider Payment System.

4. GRANTEE MUST upload an individual's Social Security Administration award letter into the Social Security Benefits Advocacy Provider Payment System, if individual is not on a Minnesota Department of Human Services public assistance benefit.
- E. When an individual passes away before the Social Security Administration makes a decision on their claim.** GRANTEE must contact their assigned STATE Social Security Advocacy Coordinator when the individual they are helping apply for Social Security disability benefits passes away. STATE will review the work done by GRANTEE and consult with the Social Security Administration to determine if GRANTEE can be paid for their Social Security Advocacy work.
- F. Attend STATE technical assistance events.** GRANTEE is encouraged to attend all Social Security Advocacy technical assistance events.
- G. DO NOT withdraw an individual's Supplemental Security Income claim in order to avoid a reduction of a client's retroactive Social Security disability benefit(s) due to the Social Security Administration's provisions as described in 20 CFR 404.408b.** If GRANTEE withdraws an Supplemental Security Income claim for their client for these reasons, GRANTEE will not receive payment for this individual and the STATE will immediately cancel this contract.
- H. Confirm individual has applied for Supplemental Security Income benefits at the following levels, if applicable:**
  1. Initial application/claim,
  2. Reconsideration on an initial claim,
  3. Hearing before an administrative law judge on an initial claim, and
  4. Appeals Council Review of Administrative Law Judge decision.

If GRANTEE determines that an individual has not applied for Supplemental Security Income benefits, follow all general duties and deliverables as defined in this contract.

**2.4.2. Initial Application/Claim, if applicable.** GRANTEE will represent an individual at any stage of the Social Security Administration's initial application/claim. Additionally, GRANTEE must also perform all general duties listed in Clause 2.4.1 and as identified below:

- A. Help an individual complete and submit ALL required documents as directed by the Social Security Administration or Disability Determination Services. GRANTEE is responsible to provide this information as described in 20 CFR 416.912 or 20 CFR 404.1512.
- B. If a consultative examination is scheduled by Disability Determination Services as described in 20 CFR 416.919 or 20 CFR 404.1519, the GRANTEE will:
  1. Assist individual in preparing for the consultative examination.
  2. Follow up with individual if they fail to attend a consultative examination to determine if they have a good reason for not attending as described in 20 CFR 416.918 or 20 CFR 404.1518. If there is good reason, GRANTEE must contact Disability Determination Services to inquire about rescheduling the examination.

**2.4.3. Reconsideration on an initial claim, if applicable.** GRANTEE will represent an individual at any stage of their reconsideration on an initial claim. Additionally, GRANTEE must also perform all general duties listed in Clause 2.4.1 and as identified below:

- A. Help an individual complete and submit ALL required documents as directed by the Social Security Administration or Disability Determination Services. GRANTEE is responsible to provide this information as described in 20 CFR 416.912 or 20 CFR 404.1512.

- B. If a consultative examination is scheduled by Disability Determination Services as described in 20 CFR 416.919 or 20 CFR 404.1519, the GRANTEE will:
  - a. Assist individual in preparing for the consultative examination.
  - b. Follow up with individual if they fail to attend a consultative examination to determine if they have a good reason for not attending as described in 20 CFR 416.918 or 20 CFR 404.1518. If there is good reason, GRANTEE must contact Disability Determination Services to inquire about rescheduling the examination.

**2.4.4. Hearing before an Administrative Law Judge on an initial claim, if applicable.** GRANTEE will represent an individual at any stage of the Social Security Administration's hearing before an administrative law judge on their initial application/claim. Additionally, GRANTEE must also perform all general duties listed in Clause 2.4.1 and as identified below:

- A. Help an individual complete and submit ALL requested documents, evidence, written statements or legal arguments about the facts and laws relevant to the case as directed by the Social Security Administration or Office of Hearings Operations as described in 20 CFR 416.1435 or 20 CFR 404.935.
- B. Represent the individual and present evidence at the hearing before an administrative law judge as described in 20 CFR 416.1450 or 20 CFR 404.950.
  - 1. GRANTEE is waived from attending a hearing if evidence in the hearing record supports a favorable decision, and the administrative law judge makes an on the record decision for the individual as described in 20 CFR 416.1448 or 20 CFR 404.948(a).

**2.5.5. Appeals Council Review of Administrative Law Judge decision, if applicable.** GRANTEE must have represented the individual at the hearing before an administrative law judge on their initial application/claim. Additionally, GRANTEE must also perform all general duties listed in Clause 2.4.1 and as identified below:

- A. GRANTEE must request an Appeals Council Review of an Administrative Law Judge decision within sixty (60) days of the denial as described in 20 CFR 416.1468 or 20 CFR 404.968.
- B. GRANTEE must submit ALL requested documents, evidence, written statements or legal arguments about the facts and laws relevant to the case as directed by the Appeals Council or Social Security Administration as described in 20 CFR 416.1475 or 20 CFR 404.975
- C. Represent the individual at the appeals council hearing.
- D. If Appeals Council remands the decision back to the administrative law judge, GRANTEE must:
  - 1. Help an individual complete and submit ALL requested documents, evidence, written statements or legal arguments about the facts and laws relevant to the case as directed by the Social Security Administration or Office of Hearings Operations as described in 20 CFR 416.1435 or 20 CFR 404.935.
  - 2. Represent the individual and present evidence at the hearing before an administrative law judge as described in 20 CFR 416.1450 or 20 CFR 404.950.
    - i. GRANTEE is waived from attending a hearing if evidence in the hearing record supports a favorable decision and the administrative law judge makes an on the record decision for the individual as described in 20 CFR 416.1448 or 20 CFR 404.948(a).

**2.4.6. Continuing Disability Review, if applicable.** GRANTEE will represent an individual at any stage of the Social Security Administration’s continuing disability review. Additionally GRANTEE must perform all general duties listed in Clause 2.4.1 and as identified below:

- A. Help an individual complete and submit ALL required documents as directed by the Social Security Administration or Disability Determination Services as described in 20 CFR 416.993 or 20 CFR 404.1593.
- B. If a consultative examination is scheduled by Disability Determination Services as described in 20 CFR 416.919 or 20 CFR 404.1519, the GRANTEE will:
  - 1. Assist individual in preparing for the consultative examination.
  - 2. Follow up with individual if they fail to attend a consultative examination to determine if they have a good reason for not attending as described in 20 CFR 416.918 or 20 CFR 404.1518. If there is good reason, GRANTEE must contact Disability Determination Services to inquire about rescheduling the examination.

**2.4.7. Reconsideration of a Continuing Disability Review, if applicable.** GRANTEE will represent an individual at any stage of the Social Security Administration’s request for a reconsideration of a continuing disability review. Additionally, GRANTEES must also perform all general duties listed in Clause 2.4.1 and as identified below:

- A. Help an individual complete and submit ALL required documents as directed by the Social Security Administration or Disability Determination Services as described in 20 CFR 416.993 or 20 CFR 404.1593.
- B. Represent the individual and present evidence to the disability hearing officer at their disability hearing as described in 20 CFR 416.1416 or 20 CFR 404.916
- C. If a consultative examination is scheduled by Disability Determination Services as described in 20 CFR 416.919 or 20 CFR 404.1519, the GRANTEE will:
  - 1. Assist an individual in preparing for the consultative examination.
  - 2. Follow up with the individual if they fail to attend a consultative examination to determine if they have a good reason for not attending as described in 20 CFR 416.918 or 20 CFR 404.1518. If there is a good reason, GRANTEE must contact Disability Determination Services to inquire about rescheduling the examination.

**2.4.8. Hearing by an Administrative Law Judge on a Continuing Disability Review, if applicable.**

GRANTEE will represent an individual at any stage of the Social Security Administration’s request for a hearing by an administrative law judge on a continuing disability review. Additionally, grantees must also perform all general duties listed in Clause 2.4.1 and as identified below:

- A. Help an individual complete and submit ALL requested documents, evidence, written statements or legal arguments about the facts and laws relevant to the case as directed by the Social Security Administration or Office of Hearings Operations as described in 20 CFR 416.1435 or 20 CFR 404.935.
- B. Represent the individual and present evidence at the hearing before an administrative law judge as described in 20 CFR 416.1450 or 20 CFR 404.950.
  - 1. GRANTEE is waived from attending a hearing if evidence in the hearing record supports a favorable decision and the administrative law judge makes an on the record decision for the individual as described in 20 CFR 416.1448 or 20 CFR 404.948(a).

**2.5. Accessibility.** Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT (MN.IT) Accessibility Standards,<sup>1</sup> as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that GRANTEE delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

**2.6.** All services under this contract shall be performed within the borders of the United States, except as may be otherwise required by the World Trade Organization Government Procurement Agreement of 1996<sup>2</sup>. This includes all storage and processing of information and work performed by subcontractors at all tiers.

**2.7.** All services provided by GRANTEE pursuant to this contract shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

### **3. CONSIDERATION AND TERMS OF PAYMENT.**

**3.1. Consideration.** STATE will pay for all services satisfactorily provided by GRANTEE under this CONTRACT.

#### **a. Compensation.**

1. For purposes of this contract, “payment rate” means GRANTEE’s charge for the direct provision of Social Security Advocacy services to an individual as identified in clause 2.1.
2. STATE shall pay the GRANTEE only for the payment rate related to provision of services identified in the payment rate schedule below:

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<sup>1</sup> <https://mn.gov/mnit/about-mnit/accessibility/>

<sup>2</sup> The World Trade Organization Government Procurement Agreement of 1996 (WTO-GPA), signed by the United States and 27 other countries, is designed to open up as much business as possible to international competition. To that end, the member nations have agreed that they and their sub-central governments (states, provinces, prefectures, departments) will not discriminate against foreign products or suppliers of services when those products or services exceed an agreed upon threshold amount, which is currently \$558,000. In the case of this RFP, a contract would have to exceed the threshold amount (\$558,000) in order to be subject to the WTO-GPA requirement.



**Social Security Advocacy Compensation Payment Rates**

Social Security Advocacy Service	Payment Rate
Approval by the Social Security Administration of an individual's Initial Application/Claim.	\$1650.00
Approval by the Social Security Administration of an individual's Reconsideration on an initial claim.	\$1650.00
Approval by the Social Security Administration for an individual's hearing before an administrative law judge on an initial claim.	\$3000.00
Approval by the Social Security Administration for an individual's Appeals Council review on an initial claim.	\$4000.00
Approval by the Social Security Administration for an individual's Continuing Disability Review.	\$900.00
Approval by the Social Security Administration for an individual's reconsideration on a continuing disability review.	\$1650.00
Approval by the Social Security Administration for an individual's hearing by an Administrative Law Judge on a continuing disability review.	\$2750.00
GRANTEE mileage incurred while assisting DHS Social Security Advocacy clients with their Social Security Administration application/claim or continuing disability reviews and when their client is approved for Social Security Administration disability benefits. Mileage is restricted to between GRANTEE's main or satellite office and meeting place with client. GRANTEE will be reimbursements at the current IRS mileage reimbursement rate up to \$100.00 per individual and only once during the life of this contract. STATE will not pay for mileage costs if no mileage information is submitted with invoice.	Current IRS mileage reimbursement rate up to \$100
GRANTEE reimbursement of transportation costs when they pay for an individual to use a taxi/Uber/Lyft service when no public or personal transportation is available to attend a Social Security Administration or Disability Determination Services appointment or exam or when meeting with their Social Security advocate to complete paperwork for contract purposes. STATE will reimbursement GRANTEE up to \$100 per individual and only once during the life of this contract. STATE will not pay GRANTEE for an individual's transportation expenses if no transportation receipts are submitted with invoice.	Up to \$100
Medical and vital record expenses while assisting DHS Social Security Advocacy clients with their Social Security Administration application/claim or continuing disability review and when their client is approved for Social Security Administration disability benefits. Receipts are required on all medical and vital records expenses submitted with invoice. Vital records include birth certificate, driver's license, and marriage license. STATE will pay GRANTEE up to \$125.00 per individual and only once during the life of this contract. STATE will not pay	Up to \$125

Social Security Advocacy Service	Payment Rate
GRANTEE for medical and vital record expenses if no medical and vital record receipts are submitted with invoice.	

**b. Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

### 3.2. Terms of payment

**a. Electronic payment system.** GRANTEE must submit an electronic invoice via the Social Security Benefits Advocacy Provider Payment System within one (1) year of receipt of the Social Security Administration’s approval decision for each client served under this contract.

**b. Paper invoices.** If the Social Security Benefits Advocacy Provider Payment System becomes unavailable, GRANTEE may submit a paper invoice for payment to the STATE. GRANTEE must include all required client information and documents as required by the Social Security Benefits Advocacy Provider Payment System along with a DHS prescribed paper invoice for payment.

**c. Requirements.** STATE shall pay GRANTEE under this agreement after STATE verifies an individual’s eligibility for payment; and after STATE determines GRANTEE satisfactory performed the duties identified in clause 2.4; and only for individuals who receive an approval from the Social Security Administration; and become eligible for and receive at least one dollar (\$1.00) of Social Security disability benefits.

**d. Service Limits.** STATE reserves the right to limit service by assigning units of service (“slots”) or by otherwise limiting services to an individual as funds are depleted.

**e. Invoices.** Payments shall be made by the STATE promptly after GRANTEE submits an invoice for services performed and acceptance of such services by the STATE's authorized agent pursuant to Clause 7. Invoices shall be submitted electronically as prescribed by the STATE and according to the following:

1. The GRANTEE must submit one (1) electronic invoice per individual via the Social Security Benefits Advocacy Provider Payment System for payment.
2. Payment will be made by STATE after the invoice is received and placement on Social Security disability benefits is verified by STATE. If additional information is needed to pay the invoice, the STATE will send an email to GRANTEE requesting the information. This may result in a delay in payment.
3. Payment shall be made by STATE within thirty (30) days after GRANTEE submits all client information into the Social Security Benefits Advocacy Provider Payment System and submits an electronic invoice for services performed to STATE.
4. Invoices submitted to STATE more than twelve (12) months after an individual’s placement on Social Security disability benefits will not be paid.

5. Consistent with subsection 3.1(a)2 above, compensation by STATE is final and in lieu of GRANTEE seeking compensation through the Social Security Administration or from the individual. If GRANTEE seeks or receives compensation from both STATE and the Social Security Administration for the same individual (i) GRANTEE will be in violation of federal Social Security Administration rules, (ii) GRANTEE will be in breach of contract with STATE, (iii) STATE can terminate GRANTEE's contract and report them to the Social Security Administration, and (iv) STATE can seek recoupment of relevant fees or other legal remedies.
6. As governed by clause 3.2(e)5, the GRANTEE will not seek payment from any other source at any point in time for an individual for whom the GRANTEE receives payment from the STATE. If the GRANTEE seeks payment from any other source at any point in time for any individual for whom the GRANTEE receives payment from the STATE, it will be considered a breach of contract and may result in contract termination, and STATE's recoupment of relevant fees or other legal remedies.
7. See clause 6.5 for the effect on compensation resulting from contract cancellation, termination or expiration for any reason.

#### **4. CONDITIONS OF PAYMENT.**

**4.1. Satisfaction of STATE.** All services provided by GRANTEE pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. GRANTEE shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

**4.2. Payments to subcontractors.** (If applicable) As required by Minn. Stat. § 16A.1245, GRANTEE must pay all subcontractors, within ten (10) calendar days of GRANTEE's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**4.3. Administrative costs and reimbursable expenses.** Pursuant to Minn. Stat. § 16B.98, subd. 1, GRANTEE agrees to minimize administrative costs as a condition of this grant. GRANTEE shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., GRANTEE shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If GRANTEE receives funds from a source other than STATE in exchange for services, then GRANTEE may not receive payment from STATE for those same services. .

#### **5. PAYMENT RECOUPMENT.**

GRANTEE must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by GRANTEE from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by GRANTEE to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable expenses.;

- d. Any amounts paid by STATE for which GRANTEE'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by GRANTEE to perform contract services, in accordance with clause 2, GRANTEE'S Duties; and/or
- e. Any amount identified as a financial audit exception.

## **6. CANCELLATION.**

**6.1. For cause or convenience.** In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that GRANTEE has breached a material term of the CONTRACT, or when GRANTEE's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

**6.2. Insufficient funds.** STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to GRANTEE. STATE is not obligated to pay for any services that are provided after the effective date of termination. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide GRANTEE notice of the lack of funding within a reasonable time of STATE'S receiving that notice.

**6.3. Breach.** Notwithstanding clause 6.1, upon STATE'S knowledge of a curable material breach of the CONTRACT by GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If GRANTEE has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

**6.4. Conviction relating to a state grant.** In accordance with Minn. Stat. § 16B.991, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a state grant agreement.

**6.5. Effect on compensation based upon contract cancellation, termination, or expiration for any reason.** Whenever the contract is cancelled, terminated or expires, GRANTEE will be compensated only when:

- a. GRANTEE has entered all client data and uploaded a valid SSA-1696 for each client into the Social Security Benefits Advocacy (SSBA) Provider Payment System, and
- b. The Social Security Administration has approved an individual's claim and issued at least one dollar (\$1.00) in Social Security disability benefits as defined by clause 3.2(c), and
- c. GRANTEE submits an invoice through the Social Security Benefits Advocacy Provider Payment System, and
- d. STATE verifies the invoice is eligible for payment.

The STATE will review all invoices submitted before the termination date of the contract and verify all case information is entered and uploaded into the Social Security Benefits Advocacy Provider Payment

System and payment will be made after the Social Security Administration has approved the case for payment. Claims denied by SSA will not be compensated.

However, compensation for this work will be at the appropriate payment rate as stated in the CONTRACT. GRANTEE will not be compensated for any work performed or submitted after the date of termination. When the contract is terminated under section 6.1 for cause or convenience, GRANTEE will not be compensated for any work performed or submitted during the thirty (30) day period before the contract cancellation or termination is effective. Notice of Termination will be hand-delivered or sent via U.S. certified, return receipt mail.

## **7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.**

**7.1. State.** STATE's authorized representative for the purposes of administration of this CONTRACT is **Jill M. Hillebregt** or successor. Phone and email: **651-431-5799** and **jill.m.hillebregt@state.mn.us**. This representative shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

**7.2. Grantee.** GRANTEE's Authorized Representative is **Click here to enter name** or successor. Phone and email: **Click here to enter phone** and **Click here to enter email**. If GRANTEE's Authorized Representative changes at any time during this CONTRACT, GRANTEE must immediately notify STATE.

**7.3. Information Privacy and Security.** (If applicable) GRANTEE's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Click here to enter name** or successor. Phone and email: **Click here to enter phone** and **Click here to enter email**.

## **8. INSURANCE REQUIREMENTS.**

GRANTEE shall not begin work under the CONTRACT until it has obtained all the insurance described below and STATE has approved such insurance. GRANTEE shall maintain the insurance in force and effect throughout the term of the contract. GRANTEE is required to maintain and furnish satisfactory evidence of the following insurance policies.

**8.1. Worker's Compensation.** The GRANTEE certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The GRANTEE's employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE's obligation or responsibility. Minimum insurance limits are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts GRANTEE from Workers' Compensation insurance mandates, including if GRANTEE has no employees in the State of Minnesota, GRANTEE must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes GRANTEE from the Minnesota Workers' Compensation requirements.

GRANTEE's employees and agents will not be considered employees of STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way STATE's obligation or responsibility.

**8.2. General Commercial Liability Insurance.** GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum insurance limits:

- \$1,000,000 per occurrence
- \$1,000,000 annual aggregate

Such insurance will protect it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by GRANTEE or by a subcontractor or by anyone directly or indirectly employed by GRANTEE under the grant contract. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

**8.3. Employee Theft & Dishonesty Policy.** GRANTEE agrees to keep in force a blanket employee theft & employee dishonesty policy in at least the total amount of the first year's grant award as an addendum on its property insurance policy. If it is not feasible to include a blanket employee theft & employee dishonesty policy as an addendum to a property insurance policy, then GRANTEE must keep in force a stand-alone employee theft/employee dishonesty policy.

STATE will be named as both a joint payee and a certificate holder on the employee theft/employee dishonesty policy. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater.

Upon execution of this grant contract, GRANTEE shall furnish STATE with a certificate of employee theft/employee dishonesty insurance.

**8.4. Commercial Automobile Liability Insurance.** GRANTEE is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this CONTRACT. In the case that any work is subcontracted, GRANTEE will require the subcontractor to maintain Commercial Automobile Liability insurance that conforms to this section. Minimum insurance limits are as follows:

- \$1,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

**8.5. Professional Liability Insurance.**

This policy will provide coverage for all claims the GRANTEE may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to GRANTEE's professional services required under the CONTRACT. GRANTEE is required to carry the following **minimum** insurance limits:

- \$1,000,000 – per claim or event
- \$1,000,000 – annual aggregate

Any deductible will be the sole responsibility of the GRANTEE and may not exceed \$50,000 without the written approval of the STATE. If the GRANTEE desires authority from the STATE to have a deductible in a higher amount, the GRANTEE shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the STATE can ascertain the ability of the GRANTEE to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this CONTRACT and if such insurance is discontinued, extended reporting period coverage must be obtained by GRANTEE to fulfill this requirement.

**8.6. Additional Insurance Conditions:**

- a. GRANTEE's policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of GRANTEE's performance under this CONTRACT.
- b. If GRANTEE receives a cancellation notice from an insurance carrier providing coverage, GRANTEE agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless GRANTEE's policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days advance written notice to STATE.
- c. GRANTEE is responsible for payment of CONTRACT related insurance premiums and deductibles.
- d. STATE shall be named as a certificate holder on applicable policies.
- e. An Umbrella or Excess Liability insurance policy may be used to supplement GRANTEE's policy limits to satisfy the full policy limits required by CONTRACT.

**9. INDEMNIFICATION.**

In the performance of this CONTRACT by GRANTEE, or GRANTEE's agents or employees, GRANTEE must indemnify, save, and hold harmless the STATE, its agents and employees, from any claims or causes of action, including attorney's fees incurred by STATE, to the extent they are caused by GRANTEE's:

- a. Intentional, willful, or negligent acts or omissions;
- b. Actions that give rise to strict liability; or
- c. Breach of contract or warranty.

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of STATE's sole negligence. This clause will not be construed to bar any legal remedies GRANTEE may have for STATE's failure to fulfill its obligation under this CONTRACT.

**10. INFORMATION PRIVACY AND SECURITY.** Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" which is attached and incorporated into this CONTRACT as **Attachment A**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

**11. INTELLECTUAL PROPERTY RIGHTS.**

**11.1. Definitions.** Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic

forms, prepared by GRANTEE, its employees, agents, or subcontractors, in the performance of this CONTRACT.

**11.2. Ownership.** STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by GRANTEE upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

**11.3. Responsibilities.**

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by GRANTEE, including its employees and subcontractors, and are created and paid for under this CONTRACT, GRANTEE will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** GRANTEE must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** GRANTEE represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at GRANTEE’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in GRANTEE’s or STATE’s opinion is likely to arise, GRANTEE must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

**12. PUBLICITY.**

**12.1. General publicity.** Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the



STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the GRANTEE individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the GRANTEE's website when practicable.

**12.2. Endorsement.** GRANTEE must not claim that STATE endorses its products or services.

### **13. HUMAN RIGHTS COMPLIANCE.**

#### **13.1. Affirmative action requirements.**

- a. In-state grantees.** If GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date GRANTEE submitted its response to STATE, and this CONTRACT, including any extensions, is in excess of one hundred thousand dollars (\$100,000) GRANTEE must have an affirmative action plan in the form of a Workforce Certificate (DHS-7016), approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minn. Stat. § 363A.36.
- b. Out-of-state grantees.** If GRANTEE has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then GRANTEE must either: 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; or 2) certify that it is in compliance with federal Affirmative Action requirements.
- c. Affirmative action and non-discrimination requirements for all grantees:**
  1. GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per Minn. Stat. § 363A.02. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
  2. GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. See Minnesota Rules, part 5000.3550.
  3. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to Minn. Stat. § 363A.36 (the Minnesota Human Rights Act).
- d. Notification to employees and other affected parties.** GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices

will state the rights of applicants and employees, and GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

- e. **Notification to Labor Unions and Other Stakeholders.** GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, that GRANTEE is bound by the terms of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.
- f. **Compliance with Department of Human Rights Statutes.** In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with of Minn. Stat. § 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

### 13.2. Equal pay certificate.

- a. **Scope.** Pursuant to Minn. Stat. § 363A.44, STATE shall not execute a contract for goods or services or an agreement for goods or services in excess of \$500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.
- b. **Commissioner's right to waive requirement.** This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this section would cause undue hardship on the business. This section does not apply to a contract to provide goods or services to individuals under Minnesota Statutes, Chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.
- c. **Consequences.** If GRANTEE fails to obtain an equal pay certificate as required by Minn. Stat. § 363A.44, or is not in compliance with the laws identified in section 363A.44, the Minnesota Department of Human Rights (MDHR) may void this CONTRACT on behalf of STATE, and this CONTRACT may be immediately terminated by STATE upon notice that MDHR has suspended or revoked GRANTEE's equal pay certificate.
- d. **Certification.** GRANTEE certifies that it has a current equal pay certificate approved by the MDHR, if one is required, that it is in compliance with the laws identified in Minn. Stat. § 363A.44. GRANTEE certifies it is aware of the consequences for noncompliance.

### 14. VOTER REGISTRATION REQUIREMENT.

GRANTEE certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by GRANTEE. Voter Registration materials can be found at the Secretary of State's [website](#).<sup>3</sup>

### 15. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with

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<sup>3</sup> <https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/>

OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

## **16. AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.**

### **16.1. State audit.**

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the GRANTEE or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

**16.2. Independent audit.** If GRANTEE conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

**16.3. Federal audit requirements and GRANTEE debarment information.** GRANTEE certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, GRANTEE acknowledges that GRANTEE and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities expending \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

### **16.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.**

GRANTEE certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE's certification is a material representation upon which the CONTRACT award was based. GRANTEE shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

### **16.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.**

GRANTEE's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore GRANTEE must certify the following, as required by 2 C.F.R § 180, or its regulatory equivalent.

#### **a. Instructions for Certification**

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns

that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**b. Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

**17. GRANTEE DATA DISCLOSURE.**

Consistent with Minn. Stat. §§ 270B.09, 270C.65, subd. 3, and 270C.66, and other applicable law, GRANTEE understands that disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, may be provided to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring GRANTEE to file state tax returns and pay delinquent state tax liabilities, if any.

#### **18. JURISDICTION AND VENUE.**

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### **19. CLERICAL ERRORS AND NON-WAIVER.**

**19.1. Clerical error.** Notwithstanding Clause 20.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. GRANTEE will be informed of errors that have been fixed pursuant to this paragraph.

**19.2. Non-waiver.** If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

#### **20. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.**

**20.1. Amendments.** Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

**20.2. Assignment.** GRANTEE shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

#### **20.3. Entire Agreement.**

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 20.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and GRANTEE. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

**20.4. Drafting party.** The parties agree that each party has individually had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

#### **21. PROCURING GOODS AND CONTRACTED SERVICES.**

**21.1. Competitive bidding and preferred vendors.** Unless otherwise approved in writing by STATE, if the GRANTEE subcontracts any portion of the work or services under this contract in excess of \$10,000, GRANTEE must use a competitive bidding process for those goods or services. The resulting subcontract must result from a competitive bidding process, where GRANTEE records at least three (3) bids. GRANTEE must make all reasonable efforts to work with the following vendors whenever possible:

- a. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List.
- b. Metropolitan Council's Targeted Vendor list, the Minnesota Unified Certification Program.
- c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul, the Central Certification Program.

**21.2. Prevailing wage.** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

**21.3. Debarred vendors.** In the provision of goods or services under this CONTRACT, GRANTEE must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, GRANTEE must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

## **22. SUBCONTRACTS.**

GRANTEE, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. GRANTEE shall ensure that the material obligations, borne by the GRANTEE in this CONTRACT, apply as between GRANTEE and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and GRANTEE.

## **23. LEGAL COMPLIANCE.**

**23.1. General compliance.** All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

**23.2. Nondiscrimination.** GRANTEE will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. GRANTEE must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, GRANTEE's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any GRANTEE program or activity.

GRANTEE will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

**23.3. Grants management policies.** GRANTEE must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

**23.4. Conflict of interest.** GRANTEE certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. GRANTEE shall immediately notify STATE if a conflict of interest arises.

**24. OTHER PROVISIONS**

**24.1. No Religious Based Counseling.** GRANTEE agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

**24.3. Subcontractor Diverse Spend Reporting.** If the total value of this contract may exceed \$500,000, including all extension options, GRANTEE must track and report, on a quarterly basis, the amount spent with diverse businesses both: 1) directly to subcontractors performing under the CONTRACT, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this CONTRACT compared to GRANTEE's overall revenue). When this applies, GRANTEE will be provided free access to a portal for this purpose, and the requirement will continue as long as the CONTRACT is in effect.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

**APPROVED:**

**Distribution: (fully executed contract to each)**

Contracting, Procurement and Legal Compliance  
Division

Grantee

State Authorized Representative

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Contract No: \_\_\_\_\_

**2. GRANTEE**

*Signatory certifies that Grantee's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee and Signatory agree that the State Agency relies on the Signatory's certification herein.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By (with delegated authority): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_