



Minnesota Department of Human Services Multi-County Grant Contract

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, Office of Inspector General – Financial Fraud and Abuse Investigations Division (“STATE”) and **Wright County Health and Human Services**, an independent grantee, not an employee of the State of Minnesota, located at **10 2nd Street NW #300, Buffalo, MN 55313** (“REGIONAL ADMINISTRATIVE AGENCY”).

RECITALS

STATE, pursuant to Minnesota Statutes, sections 256.01, subdivision 2(a)(6), 256.983 and 119B.02, subdivision 5, has authority to enter into contracts with counties for maintaining and establishing cost effective Fraud Prevention Investigation (FPI) programs in accordance with operational requirements, forms and reporting mechanisms as contained in the STATE’s FPI Program Manual, and amendments and supplements thereto, which are incorporated herein by reference.

WHEREAS, the REGIONAL ADMINISTRATIVE AGENCY FPI program service area consists of the following counties: Wright and Meeker (COUNTIES); and

WHEREAS, Wright County Health and Human Services or its successor acknowledges that it will be the fiscal agent for the REGIONAL ADMINISTRATIVE AGENCY; and

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with REGIONAL ADMINISTRATIVE AGENCY.

REGIONAL ADMINISTRATIVE AGENCY 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 **July 01, 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, 2023**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. REGIONAL ADMINISTRATIVE AGENCY 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 REGIONAL ADMINISTRATIVE AGENCY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. REGIONAL ADMINISTRATIVE AGENCY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. REGIONAL ADMINISTRATIVE AGENCY 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. REGIONAL ADMINISTRATIVE AGENCY'S DUTIES.

2.1 Duties. REGIONAL ADMINISTRATIVE AGENCY shall perform duties as follows:

- a. Conduct timely fraud prevention investigations of applicants, recipients, and other participants in the human services programs administered by the REGIONAL ADMINISTRATIVE AGENCY.
- b. Ensure that its FPI program operations and investigative techniques follow the STATE's FPI Guidelines found in the Fraud Prevention Investigation Program Manual (hereinafter, FPI Guidelines), which are incorporated herein by reference, federal regulations, Minnesota laws, and REGIONAL ADMINISTRATIVE AGENCY ordinances.
- c. Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when such prosecutions are declined by a REGIONAL ADMINISTRATIVE AGENCY attorney or the REGIONAL ADMINISTRATIVE AGENCY decides not to pursue criminal prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, section 256.046.
- d. Use staff that qualify as investigators through the REGIONAL ADMINISTRATIVE AGENCY's personnel classification system or licensed by either the State of Minnesota Board of Peace Officer Standards and Training (POST) or State of Minnesota Board of Private Detective and Protective Agent Services.
- e. Notify the STATE of any staffing changes that result in fewer FPI investigators than are in the REGIONAL ADMINISTRATIVE AGENCY's approved CONTRACT attachments. REGIONAL ADMINISTRATIVE AGENCY staff changes that result in fewer investigators permanently will likely result in reduced FPI program funding.
- f. Allow REGIONAL ADMINISTRATIVE AGENCY FPI staff to attend and participate in the development and presentation of STATE sponsored training and/or other FPI program related workgroups.
- g. Utilize the State's FPI Program Integrity Network (FASE) for FPI staff to report the results of public assistance fraud investigations, whether administrative, civil or criminal.
- h. Maintain investigative case files as required by the FPI Guidelines. The REGIONAL ADMINISTRATIVE AGENCY shall provide the STATE access to all FPI case files during the REGIONAL ADMINISTRATIVE AGENCY'S regular business hours.
- i. Timely submit narrative, financial and/or statistical reports either as required in FPI Guidelines or as requested by the STATE.

- j. Ensure that eligibility workers make referrals to the REGIONAL ADMINISTRATIVE AGENCY'S FPI staff when appropriate and cooperate with case action reporting requirements.
- k. Ensure that healthcare overpayments arising from FPI investigations are calculated and reported to FPI investigators to the same extent as all other programs related to the FPI program. The STATE will regularly monitor the REGIONAL ADMINISTRATIVE AGENCY'S compliance with this obligation. Compliance will be a component of the STATE'S evaluation of the REGIONAL ADMINISTRATIVE AGENCY'S FPI program.
- l. Annually provide training to REGIONAL ADMINISTRATIVE AGENCY's eligibility workers in fraud detection to assist them in identifying cases that should be referred.
- m. Evaluate FPI referral rates among eligibility workers in order to help identify fraud detection training needs.
- n. Cooperate with the STATE in maintaining cost effective program operations by expanding FPI service coverage to other counties as deemed necessary by the STATE.
- o. Provide short term fraud prevention investigation services to other counties as deemed necessary by the STATE.
- p. Submit quarterly claim reimbursement for the FPI program expenditures on the STATE's Financial Operations Division's Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550).
- q. **REQUIRED REGIONAL ADMINISTRATIVE AGENCY ATTACHMENTS.** The REGIONAL ADMINISTRATIVE AGENCY agrees to incorporate by reference the following information as an attachment to this CONTRACT. This information must be provided to and approved by the STATE before this CONTRACT becomes effective:
 - 1. REGIONAL ADMINISTRATIVE AGENCY organizational chart showing its management structure and divisions, and the number and placement of REGIONAL ADMINISTRATIVE AGENCY FPI staff within this structure.
 - 2. Position descriptions and personnel classification of funded REGIONAL ADMINISTRATIVE AGENCY FPI employees, including an itemization of all tasks performed and the percentage of time spent on those tasks.
 - 3. Where applicable, contractual agreements between REGIONAL ADMINISTRATIVE AGENCY and service providers of fraud prevention investigation services.
 - 4. A copy of the REGIONAL ADMINISTRATIVE AGENCY'S policy and procedures for resolving intentional program violations through criminal prosecution or through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is taken.
- r. **REGIONAL ADMINISTRATIVE AGENCY OBLIGATIONS RELATED TO USE OF THE STATE'S FRAUD APPLICATION SYSTEM ENVIRONMENT (FASE) ELECTRONIC DATABASE.**
 - 1. The REGIONAL ADMINISTRATIVE AGENCY is responsible for ensuring that the STATE's FASE electronic database is utilized only by FPI REGIONAL ADMINISTRATIVE AGENCY staff or agents, and their related support staff where applicable, and only for legitimate REGIONAL ADMINISTRATIVE AGENCY business or State business.
 - 2. The STATE is exclusively responsible for approving requests for FASE access and for determining and providing access rights to all FASE users. FASE access shall be granted only to individuals performing investigative work essential to the FPI program.
 - 3. The REGIONAL ADMINISTRATIVE AGENCY shall ensure that all REGIONAL ADMINISTRATIVE AGENCY users and agents who are provided access to FASE fully complete a FASE Access Request form approved and signed by their immediate supervisor. The REGIONAL ADMINISTRATIVE AGENCY shall maintain the original and send a copy to the State. All FASE Access Request forms must be sent to the STATE'S FPI

- Program Administrator or her/his successors. The REGIONAL ADMINISTRATIVE AGENCY shall immediately notify the STATE in writing if an employee who has access to FASE's employment ends, role changes, or access to FASE is no longer required or appropriate.
4. If any REGIONAL ADMINISTRATIVE AGENCY supervisor, manager, or executive, or REGIONAL ADMINISTRATIVE AGENCY personnel responsible for monitoring access to state or REGIONAL ADMINISTRATIVE AGENCY electronic databases, develops a reasonable suspicion that FASE or any database that is accessed through FASE or used for investigative purposes, has been used or accessed improperly or illegally, the REGIONAL ADMINISTRATIVE AGENCY shall immediately investigate the matter and notify the STATE in writing no later than one (1) day following the REGIONAL ADMINISTRATIVE AGENCY's confirmation that an improper or illegal access, use or disclosure has occurred. "Reasonable suspicion" means any information or data that objectively supports the REGIONAL ADMINISTRATIVE AGENCY'S belief that improper or illegal access, disclosure or use has occurred. **A request to the STATE (or any other database provider) for an audit of any FASE user's use or access does not constitute notice of illegal access, use or disclosure has occurred.**
 5. The REGIONAL ADMINISTRATIVE AGENCY shall provide the STATE with all details of the improper or illegal use or disclosure. Failure to provide this notice may result in the REGIONAL ADMINISTRATIVE AGENCY's loss of access to FASE. The STATE may terminate, suspend or otherwise limit the REGIONAL ADMINISTRATIVE AGENCY's or any user's or agent's access to FASE based upon a determination that FASE was accessed or used improperly or illegally, or if a REGIONAL ADMINISTRATIVE AGENCY user or agent is responsible for an improper disclosure. The REGIONAL ADMINISTRATIVE AGENCY agrees to cooperate with any investigation related to FASE, or any database accessed through FASE, improper or illegal use or disclosure as required or requested by the STATE.
 6. Within one (1) business day following any REGIONAL ADMINISTRATIVE AGENCY determination of an improper or illegal use of or disclosure from FASE or any database accessed through FASE, the REGIONAL ADMINISTRATIVE AGENCY shall notify the STATE in writing of the details of that resolution.
 7. The REGIONAL ADMINISTRATIVE AGENCY shall prepare a report, and deliver to the STATE, the facts and results of the investigation. The report must at a minimum include:
 - (i.) a description of the data that was accessed or acquired;
 - (ii.) the names and number of individuals whose data was improperly accessed, disclosed or acquired;
 - (iii.) the name of each REGIONAL ADMINISTRATIVE AGENCY user or agent determined responsible for the unauthorized access, disclosure or acquisition and the amount of their unauthorized access for each victim; and
 - (iv.) the final disposition of any disciplinary action taken against each REGIONAL ADMINISTRATIVE AGENCY user in response, or if disciplinary action or other action was determined to be unnecessary, the specific findings and reasons for that determination, excluding information protected by law.
 8. All communications regarding an improper or illegal use of or disclosure from FASE, or the databases accessed through FASE, shall be sent to the Department of Human Services, Office of Inspector General, Financial Fraud and Abuse Division, manager of eligibility and child care provider investigations or successor.

9. The REGIONAL ADMINISTRATIVE AGENCY agrees to assist the STATE in any investigation of a REGIONAL ADMINISTRATIVE AGENCY's improper or illegal use of FASE.
 10. The REGIONAL ADMINISTRATIVE AGENCY agrees comply with Minnesota Statutes, section 13.055 in relation to any breach in the security of data.
 11. The REGIONAL ADMINISTRATIVE AGENCY agrees to indemnify STATE to the extent provided in clause 10, Liability, and hold harmless the STATE from any lawsuits or damages, including punitive damages, resulting from REGIONAL ADMINISTRATIVE AGENCY staff data breaches that result from FASE use.
 12. The STATE may immediately terminate FASE access, and access through FASE to any database or website that is accessed through FASE, for any REGIONAL ADMINISTRATIVE AGENCY staff that misuses FASE.
- s. The STATE reserves the exclusive right to determine the action it will take against the REGIONAL ADMINISTRATIVE AGENCY for any REGIONAL ADMINISTRATIVE AGENCY user's or REGIONAL ADMINISTRATIVE AGENCY agent's misuse of FASE access or any database or website that is accessed through FASE.

2.2 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](#), 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 Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that REGIONAL ADMINISTRATIVE AGENCY 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.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by REGIONAL ADMINISTRATIVE AGENCY under this CONTRACT.

- a. **Compensation.** REGIONAL ADMINISTRATIVE AGENCY will be paid in accordance with **Attachments A-1**, 2022 Budget Justification Form and **Attachments A-2**, 2023 Budget Justification Form, which are attached and incorporated into this CONTRACT. REGIONAL ADMINISTRATIVE AGENCY reimbursements shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE'S Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE'S Financial Operations.

1. REGIONAL ADMINISTRATIVE AGENCY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.
2. If REGIONAL ADMINISTRATIVE AGENCY's approved budget changes proceed without an amendment pursuant to this clause, REGIONAL ADMINISTRATIVE AGENCY must record the budget change in EGMS or on a form provided by STATE.

- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of REGIONAL ADMINISTRATIVE AGENCY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](#).¹ REGIONAL ADMINISTRATIVE AGENCY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to REGIONAL ADMINISTRATIVE AGENCY shall not exceed **one hundred twenty-five thousand dollars (\$125,000.00)** in each of the state fiscal years 2022 and 2023.

3.2. Terms of payment

- a. Invoices/Claims.** REGIONAL ADMINISTRATIVE AGENCY reimbursement shall be made through the settlement provisions applicable to the Supplemental Nutrition Assistance Program (SNAP), Minnesota Family Investment Program (MFIP), child care assistance programs, the medical assistance program, and other federal and state-funded programs. Payments shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE'S Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE'S Financial Operations.
- b. Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to REGIONAL ADMINISTRATIVE AGENCY. In the event of such termination, REGIONAL ADMINISTRATIVE AGENCY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

4. CONDITIONS OF PAYMENT.

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

4.1. Satisfaction of STATE. All services provided by REGIONAL ADMINISTRATIVE AGENCY 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. REGIONAL ADMINISTRATIVE AGENCY 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, REGIONAL ADMINISTRATIVE AGENCY must pay all subcontractors, within ten (10) calendar days of REGIONAL ADMINISTRATIVE AGENCY'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, REGIONAL ADMINISTRATIVE AGENCY agrees to minimize administrative costs as a condition of this grant. REGIONAL ADMINISTRATIVE AGENCY 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., REGIONAL ADMINISTRATIVE AGENCY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If REGIONAL ADMINISTRATIVE AGENCY receives funds from a source other than STATE in exchange for services, then REGIONAL ADMINISTRATIVE AGENCY may not receive payment from STATE for those same services. REGIONAL ADMINISTRATIVE AGENCY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOURPMENT.

REGIONAL ADMINISTRATIVE AGENCY 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 REGIONAL ADMINISTRATIVE AGENCY from the STATE for CONTRACT services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by REGIONAL ADMINISTRATIVE AGENCY 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 under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which REGIONAL ADMINISTRATIVE AGENCY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by REGIONAL ADMINISTRATIVE AGENCY to perform CONTRACT services, in accordance with clause 1, REGIONAL ADMINISTRATIVE AGENCY'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 REGIONAL ADMINISTRATIVE AGENCY 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. In the event of such a cancellation, REGIONAL ADMINISTRATIVE AGENCY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. 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 REGIONAL ADMINISTRATIVE AGENCY has breached a material term of the CONTRACT, or when REGIONAL ADMINISTRATIVE AGENCY'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 REGIONAL ADMINISTRATIVE AGENCY. STATE is not obligated to pay for any services that are provided after the effective date of termination. REGIONAL ADMINISTRATIVE AGENCY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. 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 REGIONAL ADMINISTRATIVE AGENCY 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 REGIONAL ADMINISTRATIVE AGENCY, STATE shall provide REGIONAL ADMINISTRATIVE AGENCY written notice of the breach and ten (10) days to cure the breach. If REGIONAL ADMINISTRATIVE AGENCY does not cure the breach within the time allowed, REGIONAL ADMINISTRATIVE AGENCY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If REGIONAL ADMINISTRATIVE AGENCY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Kristine Preston** or successor. Phone and email: **651.431.2618 and Kristine.Preston@state.mn.us**. This representative shall have final authority for acceptance of REGIONAL ADMINISTRATIVE AGENCY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. REGIONAL ADMINISTRATIVE AGENCY. REGIONAL ADMINISTRATIVE AGENCY's Authorized Representative is **Kimberly Johnson** or successor. Phone and email: **763-682-7412 and kimberly.johnson@co.wright.mn.us**. If REGIONAL ADMINISTRATIVE AGENCY's Authorized

Representative changes at any time during this CONTRACT, REGIONAL ADMINISTRATIVE AGENCY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) REGIONAL ADMINISTRATIVE AGENCY'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 text](#).

7.4. Project Manager. The STATE's Project Manager for this CONTRACT is **Mary McCarthy** or successor. Phone and email: **(651) 431-3957 and mary.mccarthy@state.mn.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The REGIONAL ADMINISTRATIVE AGENCY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The REGIONAL ADMINISTRATIVE AGENCY'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.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the REGIONAL ADMINISTRATIVE AGENCY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant CONTRACT by REGIONAL ADMINISTRATIVE AGENCY or REGIONAL ADMINISTRATIVE AGENCY'S agents or employees. This clause shall not be construed to bar any legal remedies REGIONAL ADMINISTRATIVE AGENCY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY. REGIONAL ADMINISTRATIVE AGENCY will receive private information and protected health information protected by the Minnesota Government Data Practices Act and the Health Information Portability and Accountability Act (HIPAA) from STATE in the course of performing its duties under this CONTRACT. Information privacy and security shall be governed by the "Information Privacy and Security Agreement," and/or the "Business Associate Agreement," which the REGIONAL ADMINISTRATIVE AGENCY and the Minnesota Department of Human Services (DHS) executed in 2015 that are on file at DHS, as well as any current or future amendments to those documents. In accord with 45 C.F.R. § 164.512(d), PHI will be disclosed to the REGIONAL ADMINISTRATIVE AGENCY because it is performing a health oversight activity under this CONTRACT.

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 REGIONAL ADMINISTRATIVE AGENCY, 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 REGIONAL ADMINISTRATIVE AGENCY, 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 REGIONAL ADMINISTRATIVE AGENCY 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, REGIONAL ADMINISTRATIVE AGENCY 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 REGIONAL ADMINISTRATIVE AGENCY, including its employees and subcontractors, and are created and paid for under this CONTRACT, REGIONAL ADMINISTRATIVE AGENCY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. REGIONAL ADMINISTRATIVE AGENCY 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.** REGIONAL ADMINISTRATIVE AGENCY 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. REGIONAL ADMINISTRATIVE AGENCY 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 REGIONAL ADMINISTRATIVE AGENCY 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.** REGIONAL ADMINISTRATIVE AGENCY 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, REGIONAL ADMINISTRATIVE AGENCY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at REGIONAL ADMINISTRATIVE AGENCY'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. REGIONAL ADMINISTRATIVE AGENCY 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 REGIONAL ADMINISTRATIVE AGENCY's or STATE's opinion is likely to arise, REGIONAL ADMINISTRATIVE AGENCY 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.

13. AUDIT REQUIREMENTS AND REGIONAL ADMINISTRATIVE AGENCY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the REGIONAL ADMINISTRATIVE AGENCY 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.

13.2. Independent audit. If REGIONAL ADMINISTRATIVE AGENCY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, a copy of the relevant audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and REGIONAL ADMINISTRATIVE AGENCY debarment information. REGIONAL ADMINISTRATIVE AGENCY 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, REGIONAL ADMINISTRATIVE AGENCY acknowledges that REGIONAL ADMINISTRATIVE AGENCY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$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.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

REGIONAL ADMINISTRATIVE AGENCY 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. REGIONAL ADMINISTRATIVE AGENCY's certification is a material representation upon which the CONTRACT award was based. REGIONAL ADMINISTRATIVE AGENCY 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.

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

REGIONAL ADMINISTRATIVE AGENCY'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 REGIONAL ADMINISTRATIVE AGENCY 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.

14. 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.

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. REGIONAL ADMINISTRATIVE AGENCY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. 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.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. 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.

16.2. Assignment. REGIONAL ADMINISTRATIVE AGENCY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. 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 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and REGIONAL ADMINISTRATIVE AGENCY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.4. Drafting party. The parties agree that each party individually has 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.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. REGIONAL ADMINISTRATIVE AGENCY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. 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.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, REGIONAL ADMINISTRATIVE AGENCY must not CONTRACT with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, REGIONAL ADMINISTRATIVE AGENCY 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.

18. SUBCONTRACTS.

REGIONAL ADMINISTRATIVE AGENCY, 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. REGIONAL ADMINISTRATIVE AGENCY shall ensure that the material obligations, borne by the REGIONAL ADMINISTRATIVE AGENCY in this CONTRACT, apply as between REGIONAL ADMINISTRATIVE AGENCY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and REGIONAL ADMINISTRATIVE AGENCY.

19. LEGAL COMPLIANCE.

19.1 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.

19.2 Nondiscrimination. REGIONAL ADMINISTRATIVE AGENCY 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. REGIONAL ADMINISTRATIVE AGENCY must refrain from such discrimination as a matter of its CONTRACT with STATE. "Person" includes, without limitation, a STATE employee, REGIONAL ADMINISTRATIVE AGENCY'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 REGIONAL ADMINISTRATIVE AGENCY program or activity.

REGIONAL ADMINISTRATIVE AGENCY 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).

19.3 Grants management policies. REGIONAL ADMINISTRATIVE AGENCY 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 Office of Grants Management (OGM) [Policy 08-10](#).

19.4 Conflict of interest. REGIONAL ADMINISTRATIVE AGENCY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). REGIONAL ADMINISTRATIVE AGENCY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. REGIONAL ADMINISTRATIVE AGENCY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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Signature Page Follows

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: _____
n/a

Date: 5/28/2021

CONTRACT No: GRK% 194364

3. STATE AGENCY

By (with delegated authority): _____

—
Title: _____

Date: _____

2. REGIONAL ADMINISTRATIVE AGENCY

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

By: _____
DocuSigned by:
Jami Goodrum
74A5BB2EC2554CD...

Title: Director Health & Human Services

Date: 6/2/2021

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: (fully executed CONTRACT to each)

Contracting and Legal Compliance Division
REGIONAL ADMINISTRATIVE AGENCY
State Authorized Representative