



**MINNESOTA STATE**

Contract Number: SYSOFF-2022-016834

P.O. Number: Master Contract

**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**MASTER IMMIGRATION PROFESSIONAL/TECHNICAL SERVICES  
CONTRACT FOR VOGEL LAW FIRM**

**THIS DOCUMENT ESTABLISHES THE TERMS AND CONDITIONS OF AN AGREEMENT WITH VOGEL LAW FIRM.**

**ANY CONTRACT FOR SERVICES SHALL, WHEN COMPLETED, CONSIST OF THIS EXECUTED DOCUMENT AND A WORK ORDER DESCRIBED HEREIN SPECIFYING THE PRECISE NATURE OF THE WORK, THE TIMING AND TERMS OF THE WORK, AND THE COMPENSATION FOR THE WORK.**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of System Office (hereinafter MINNESOTA STATE), and **VOGEL LAW FIRM, 215 30TH ST N, MOORHEAD, MN, 56561-1077**, an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

WHEREAS, MINNESOTA STATE, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, MINNESOTA STATE is in need of professional/technical services, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract and

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract is effective on September 2, 2021 or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until September 2, 2024 unless otherwise cancelled.

THE CONTRACTOR UNDERSTANDS THAT NO WORK SHOULD BEGIN UNDER THIS CONTRACT UNTIL ALL REQUIRED SIGNATURES HAVE BEEN OBTAINED, A DULY AUTHORIZED AND EXECUTED WORK ORDER HAS BEEN ISSUED, AND THE CONTRACTOR IS NOTIFIED TO BEGIN WORK BY THE AUTHORIZED REPRESENTATIVE FOR MINNESOTA STATE.

The term of any Work Order issued under this Master Contract may not extend beyond the expiration of this Master Contract.

2. **CONTRACTOR'S DUTIES.**

For each project, MINNESOTA STATE, requesting service on an as-needed basis, shall provide the selected CONTRACTOR with a project description at the time of selection by means of a Work Order, which will formally authorize the CONTRACTOR to proceed with the work. CONTRACTOR understands that this Professional/Technical Contract is not a guarantee of work. MINNESOTA STATE has determined that it may have need for the services under this Contract, but does not commit to issuing Work Orders or spending any money for services provided by the CONTRACTOR.

- a. Provide appropriate employer immigration services for MINNESOTA STATE as requested by means of a Work Order from MINNESOTA STATE colleges, universities, or the MINNESOTA STATE System Office, on an as needed basis. In accordance with the established fee schedule, advise and act as the authorized representative of MINNESOTA STATE to perform professional services in a timely manner necessary to draft, process and file employer petitions to secure appropriate legal employment authorization for prospective or current non-citizen employees pursuant to applicable U.S. immigration laws and regulations including, but not limited to: LCA and H-1B visa petitions and extensions; TN visas; PERM labor certification applications; and Form I-140 preparation in support of applications for permanent residency petitions;
- b. Submit to MINNESOTA STATE in five (5) business days or mutual agreement with college, university, or system office prior to filing draft copies of any document to be filed on behalf of Minnesota State in order to permit appropriate review and provide copies of documents for employer records posting and retention requirements;
- c. Provide information and documents as may be requested by MINNESOTA STATE from time to time, including copies of any documents filed on behalf of MINNESOTA STATE with any agency or office;
- d. Maintain appropriate communication with the employer's representative and the employee regarding the status of the process and provide timely reminders of deadlines for extensions or other applications;

- e. Not act as an advisor or advocate for the employee with regard to the employee's employment with MINNESOTA STATE;
- f. Not disclose to the employee private payroll or other private personnel data that MINNESOTA STATE may provide pursuant to the contract unless authorized by MINNESOTA STATE otherwise required by law;
- g. Not charge for services under the contract that are for the benefit of the employee's dependents, if any, or services that are personal to the employee such as translation fees, or services related to filing Form I-485 for Adjustment of Status;
- h. Promptly notify MINNESOTA STATE if facts or circumstances arise that may create a conflict of interest and limit the CONTRACTOR'S ability to act as authorized representative of MINNESOTA STATE in any matter;
- i. ***It is understood by the parties that CONTRACTOR'S duties do not constitute providing legal services to the state within the meaning of Minn. Stat. § 8.06 nor is this contract intended to create an attorney-client relationship between the CONTRACTOR and employee as a third party beneficiary.***

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

- a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MINNESOTA STATE in accordance with the professional fee schedule listed below, it is understood that such professional fees do not include filing fees or other costs that are required of the employer.

#### i. Compensation:

<b>Service</b>	<b>Information related to service <sup>1</sup></b>	<b>Legal fee</b>
H-1B Petition	Includes drafting and filing Labor Condition Application (LCA) and H-1B petition, as well as information related to beneficiary maintenance of status or need to visa process through U.S. Consulate abroad	\$2,750
H-1B Extension	Includes drafting and filing Labor Condition Application (LCA) and H-1B petition as well as information related to beneficiary maintenance of status or need to visa process through U.S. Consulate abroad	\$2,500
TN	Includes either filing nonimmigrant petition to USCIS Service Center, or assembling documentation for application at a port-of-entry	\$2,500
PERM Labor Certification	Special Recruitment (new recruitment campaign is <u>not</u> required)	\$3,500
	Traditional Recruitment (new recruitment campaign is required)	\$5,000 <sup>2</sup>
	Response to Department of Labor PERM Audit Notification	\$1,500
I-140 Immigrant Visa Petition	Immigrant Visa Petition based on PERM Labor Certification	\$2,500
	Immigrant Petition based on Priority Worker Petition or National Interest Waiver	\$7,500 <sup>3</sup>

Hourly Rate	Michelle Scimecca, Immigration Attorney Susan Duden, Paralegal	\$325/hour \$160/hour
Value-Added Services	Immigration case lists and as needed teleconference meetings Initial consultation regarding immigration matter	No charge No charge

<sup>1</sup> No pre-payment of fees accepted. Fee payment due upon filing, with limited noted exceptions. For ease of processing, we prefer that Vogel Law Firm provide the U.S. Government filing fee checks and recruitment costs (PERM) and then invoice those amounts for reimbursement, along with the actual cost of courier delivery service (FedEx, preferred). Please note that if substantial services are provided and the University cancels sponsorship prior to filing, Vogel Law Firm will invoice the University for partial or full performance, depending on time invested.

<sup>2</sup> Stage billing applies: initial payment of \$2,500 due upon DOL prevailing wage determination issuance; second payment of \$2,500 due upon PERM Labor Certification (ETA 9089) submission to DOL.

<sup>3</sup> Stage billing applies: initial payment of \$2,500 due upon completion of detailed strategy memo; second payment of \$2,500 due upon petition "mock-up" for review prior to filing; final payment of \$2,500 due upon filing to USCIS.

- ii. Reimbursement shall be provided for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract; provided that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations. The CONTRACTOR shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from MINNESOTA STATE.

Reimbursement for printing, postage, courier fees, long distance telephone, or fax transmissions requested by MINNESOTA STATE shall be as provided by and agreed to in the Work Order.

- iii. No funds are encumbered at this time and payment will be certified by Work Order.

b. Terms of Payment.

- i. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE'S authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

An invoice shall be submitted within 30 days of the services provided.

- ii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MINNESOTA STATE is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MINNESOTA STATE will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MINNESOTA STATE makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MINNESOTA STATE does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MINNESOTA STATE harmless for any taxes owed and any interest or penalties assessed.
4. **AUTHORIZED REPRESENTATIVES**. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.
- a. MINNESOTA STATE'S: The Authorized representative for the purpose of administration of this contract is the contract manager to be determined at the time of the project, and identified in the Work Order. Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause 3, paragraph b.
  - b. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:  
  
Name: Michelle Scimecca  
Address: 215 30TH ST N, MOORHEAD, MN, 56561-1077  
Telephone: +1 952-236-9719  
E-Mail: mscimecca@vogellaw.com  
Fax: +1 218-236-9873

5. **CANCELLATION AND TERMINATION**.

- a. This contract may be canceled by MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. MINNESOTA 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 must be by written or fax notice to the CONTRACTOR within a reasonable time of MINNESOTA STATE receiving notice

that sufficient funding is not available. MINNESOTA STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MINNESOTA 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.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.
7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE'S failure to fulfill its obligations pursuant to this contract.
8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes §176.181, subdivision 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MINNESOTA STATE employees. 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 obligation or responsibility of MINNESOTA STATE.
9. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify MINNESOTA STATE as the sponsoring agency and shall not be released prior to receiving the approval of the authorized representative for MINNESOTA STATE.
10. **MINNESOTA STATUTES §181.59.** The Contractor will comply with the provisions of Minnesota Statutes §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the CONTRACTOR agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no CONTRACTOR, material supplier, or vendor, shall, by

reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no CONTRACTOR, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**11. DATA DISCLOSURE.**

- a. As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.
- b. Independent Contractors. Minn. Stat. §256.998 requires MINNESOTA STATE to report the name, address and social security number of independent CONTRACTORS to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

**12. GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subdivision 11 apply to this contract. The CONTRACTOR and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MINNESOTA STATE.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MINNESOTA STATE. MINNESOTA

STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

**13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

- a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MINNESOTA STATE by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of the authorized representative for MINNESOTA STATE.

- b. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR'S expense from any action or claim brought against MINNESOTA STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the opinion of CONTRACTOR or MINNESOTA STATE is likely to arise, the CONTRACTOR shall, at the discretion of MINNESOTA STATE, either procure for MINNESOTA STATE the right or license to continue using



the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

14. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
15. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **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.
17. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for a minimum of six (6) years from the end of work done under any work order issued pursuant to this accelerated master contract.
18. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits
19. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.
20. **ORGANIZATIONAL CONFLICT OF INTEREST.** The CONTRACTOR warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a CONTRACTOR is unable or potentially unable to render impartial assistance or advice to Minnesota State, or the

CONTRACTOR'S objectivity in performing contract work is or might be otherwise impaired, or the CONTRACTOR has an unfair advantage. The CONTRACTOR agrees that, if an organizational conflict of interest is discovered, an immediate full disclosure in writing shall be made to MINNESOTA STATE, which shall include a description of the action which the CONTRACTOR has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, MINNESOTA STATE may, at its discretion, cancel the contract. In the event the CONTRACTOR was aware of an organizational conflict of interest prior to the award of a contract and did not disclose the conflict to MINNESOTA STATE, MINNESOTA STATE may terminate the contract for default. The provisions of this clause shall be included in all subcontracts for work within the service provided by the prime CONTRACTOR, with the terms "CONTRACTOR", "contract", and "CONTRACTOR" modified appropriately to preserve the rights of MINNESOTA STATE.

21. **MINNESOTA STATUTE 8.06.** CONTRACTOR'S duties do not include providing legal services to the state within the meaning of Minnesota Statute 8.06, nor is this contract intended to create an attorney-client relationship between the CONTRACTOR and any third party individual. Work will not include any work for third party dependents, or work primarily for the personal benefit of a third party.

22. **INSURANCE REQUIREMENTS.**

a. CONTRACTOR shall not commence work under the contract until they have obtained all the insurance described below and MINNESOTA STATE has approved such insurance. CONTRACTOR shall maintain such insurance in force and effect throughout the term of the contract.

b. CONTRACTOR is required to maintain and furnish satisfactory evidence of the following insurance policies:

i. Workers' Compensation Insurance: Except as provided below, CONTRACTOR must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum 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 Minnesota Statute 176.041 exempts CONTRACTOR from Workers' Compensation insurance or if the CONTRACTOR has no employees in the State of Minnesota, CONTRACTOR must provide a written statement, signed by an

authorized representative, indicating the qualifying exemption that excludes CONTRACTOR from the Minnesota Workers' Compensation requirements.

If during the course of the contract the CONTRACTOR becomes eligible for Workers' Compensation, the CONTRACTOR must comply with the Workers' Compensation Insurance requirements herein and provide MINNESOTA STATE with a certificate of insurance.

- ii. Commercial General Liability Insurance: CONTRACTOR is required to maintain insurance protecting 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 Contract whether the operations are by the CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by the CONTRACTOR under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence  
\$2,000,000 – annual aggregate  
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage  
Personal and Advertising Injury  
Blanket Contractual Liability  
Products and Completed Operations Liability  
*Board of Trustees of the Minnesota State Colleges and Universities Minnesota State Colleges and Universities named as an Additional Insured*

- iii. Commercial Automobile Liability Insurance: CONTRACTOR 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, and in case any work is subcontracted the CONTRACTOR will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – 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

Professional Liability, Errors and Omissions Insurance: This policy will provide coverage for all claims the CONTRACTOR may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONTRACTOR'S professional services required under the contract.

CONTRACTOR is required to carry the following minimum limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the CONTRACTOR and may not exceed \$50,000 without the written approval of MINNESOTA STATE. If the CONTRACTOR desires authority from MINNESOTA State to have a deductible in a higher amount, the CONTRACTOR 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 MINNESOTA STATE can ascertain the ability of the CONTRACTOR 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 CONTRACTOR shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONTRACTOR to fulfill this requirement.

c. Additional Insurance Conditions:

- CONTRACTOR'S policy(ies) shall be primary insurance to any other valid and collectible insurance available to MINNESOTA STATE with respect to any claim arising out of CONTRACTOR'S performance under this contract;
- If CONTRACTOR receives a cancellation notice from an insurance carrier affording coverage herein, CONTRACTOR agrees to notify MINNESOTA STATE within five (5) business days with a copy of the cancellation notice, unless CONTRACTOR'S policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MINNESOTA STATE;
- CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles;
- If CONTRACTOR is self-insured, a Certificate of Self-Insurance must be attached;
- CONTRACTOR'S policy(ies) shall include legal defense fees in addition to its liability policy limits;

- CONTRACTOR shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
  - An Umbrella or Excess Liability insurance policy may be used to supplement the CONTRACTOR’S policy limits to satisfy the full policy limits required by the Contract.
- d. MINNESOTA STATE reserves the right to immediately terminate the contract if the CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the CONTRACTOR. All insurance policies must be open to inspection by MINNESOTA STATE, and copies of policies must be submitted to their authorized representative upon written request.
- e. The CONTRACTOR is required to submit Certificates of Insurance acceptable to MINNESOTA STATE as evidence of insurance coverage requirements prior to commencing work under the contract.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.  
 APPROVED:

**1. CONTRACTOR: VOGEL LAW FIRM**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)	<i>Michelle Scimecca</i> Michelle Scimecca
Title	Attorney / Shareholder
Date	8/17/2021   11:54:17 AM CDT

By (authorized signature and printed name)	
Title	
Date	

**2. VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)	Master
Title	Contract -- No Encumbrance
Date	

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES:  
 SYSTEM OFFICE**

By (authorized signature and printed name)	<i>Susan J. Appelquist</i> Susan J. Appelquist
Title	Associate Vice Chancellor for Human Resources
Date	8/16/2021   2:08:46 PM CDT

**4. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)	<i>Heidi Slegers</i> Heidi Slegers
Title	Legal Assistant
Date	8/17/2021   12:02:57 PM CDT

**Certificate Of Completion**

Envelope Id: 17E5252014CD46B78A1AA52692D0F1D5	Status: Completed
Subject: Signature request on Contract Master Contract Immigration Services Vogel	
Source Envelope:	
Document Pages: 14	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Jaggaer Interface
Time Zone: (UTC-06:00) Central Time (US & Canada)	30 7th St E, Ste 350
	Saint Paul, MN 55101
	contracts@minnstate.edu
	IP Address: 199.188.157.82


**Record Tracking**

Status: Original	Holder: Jaggaer Interface	Location: DocuSign
8/16/2021 10:56:53 AM	contracts@minnstate.edu	

**Signer Events**

Susan J. Appelquist  
 susan.appelquist@minnstate.edu  
 Associate Vice Chancellor for Human Resources  
 Minnesota State Colleges and Universities  
 Security Level: Email, Account Authentication (None)

**Signature**


DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 204.77.49.22

**Timestamp**

Sent: 8/16/2021 2:07:33 PM  
 Viewed: 8/16/2021 2:08:30 PM  
 Signed: 8/16/2021 2:08:46 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/18/2021 11:30:35 AM  
 ID: e70120e8-611c-4f07-bd6c-1d1a42a64adf

Michelle Scimecca  
 mscimecca@vogellaw.com  
 Attorney / Shareholder  
 Security Level: Email, Account Authentication (None)

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Heidi Slegers  
 Heidi.Slegers@minnstate.edu  
 Legal Assistant  
 Minnesota State Colleges and Universities  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
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**Electronic Record and Signature Disclosure:**  
 Accepted: 5/10/2021 8:05:12 AM  
 ID: 760cda91-b387-486a-9ba6-b9651dcbf840

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	8/16/2021 2:07:33 PM
Certified Delivered	Security Checked	8/17/2021 12:02:46 PM
Signing Complete	Security Checked	8/17/2021 12:02:57 PM
Completed	Security Checked	8/17/2021 12:02:57 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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