

m EMPLOYMENT AND
ECONOMIC DEVELOPMENT

October 16, 2018

The Honorable Senator Miller
Chair, Jobs and Economic Growth Finance and Policy Committee
95 University Avenue W.
Minnesota Senate Bldg., Room 3107
Saint Paul, Minnesota 55155

Dear Senator Miller:

As required by Minnesota Session Laws - 2017, 1st Special Session. Stat. Sec. 16. [15.0395]
INTERAGENCY AGREEMENTS AND INTRA-AGENCY TRANSFERS, please find enclosed the Interagency
Agreement and Transfer Report.

- (1) Interagency agreements or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with another agency if the cumulative value of those agreements is more than \$100,000 in the previous fiscal year.

- (2) Transfers of appropriations between accounts within or between agencies, if the cumulative value of the transfers is more than \$100,000 in the previous fiscal year.

Please do not hesitate to contact me if you have any questions or concerns about this report.

Regards,

Shawntera Hardy
Commissioner

CC:
Governor's Office
Legislative Reference Library

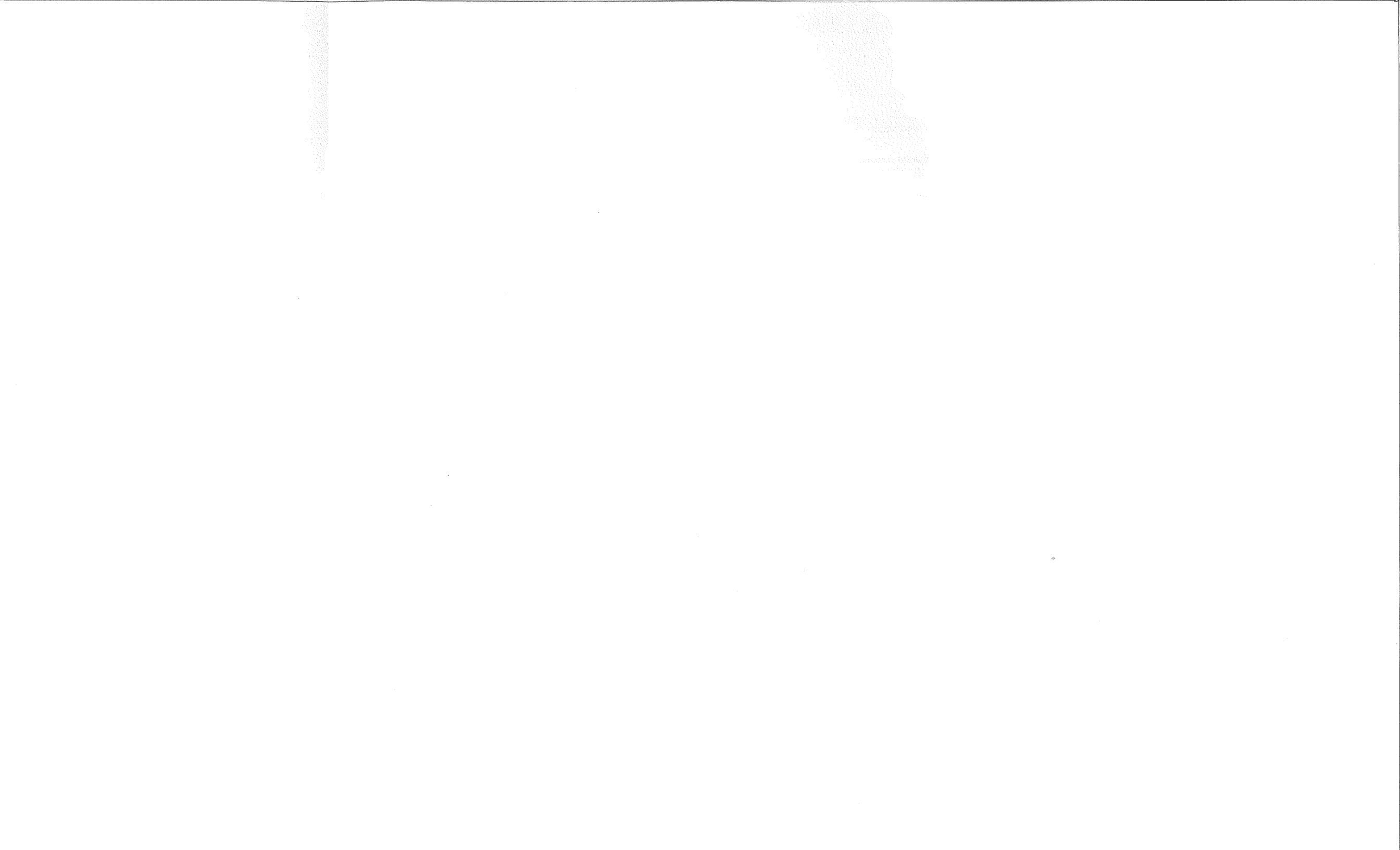
Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
Department of Administration	\$ 324,000	Laws 2017, 1st spec Sess Chapter 4, Art 1, Sec 11, Subd 4 (h)	Interagency Transfer Agreement between the Department of Admin and DEED to facilitate the annual transfer to the MN Film and TV Board. (see transfer report also)	7/1/2017	6/30/2019
Department of Administration	\$ 55,100	M.S. 16B.04 and 471.59	Office of Environmental Sustainability(OES) supports state agency on choies that will improve sustainability outcomes through implementation and best practices (FY18-\$30,200; FY19-\$24,900)	7/1/2017	6/30/2019
Department of Corrections	\$ 303,000		Cooperate and collaborate to deliver pre-and post-release employment services and resources to offenders under DOC authority	7/1/2017	6/30/2018
Department of Corrections	\$ 197,306		Collaborate to establish pre-release orientation/assessment servicesand maintain post-release community based centers (2) according to work agreements (FY17-\$116,472 and FY18-\$80,834)	1/20/2017	6/30/2018
Department of Corrections	\$ 5,760		Deed and MN.IT provide DOC with limited support mainteance to Standalone MN Work.net application	7/1/2017	6/30/2019
Department of Education	\$ 415,699		MDE, either directly or through one of its contracted vendors deliver services and proces as set forth in further contract detail relating to North Star Digital Literacy, WorkForce Centers, Workforce Innovation (WIF) and E-Learning (FY18-\$50,828 FY19-\$364,871	6/8/2018	8/31/2019
Department of Human Services	\$ 19,000	M.S. 268.19 subd 1; M.S. 13.46 subd 2 (a) (6)	DEED and DHS will share data for DHS use in assessing, evaluating and monitoring public assistance and food suport eligibility, and determining potential fraud and establishing debt	7/1/2016	6/30/2018
Department of Human Services	\$ 1,000,000		DHS-Disability Services Division is joining with key partners to expand opportunities for people with disability to live their best life, their way. Benefites planning and financial literacy are key componets to seeting and reaching goals (DHS may bill up to \$1,000,000)	11/1/2017	6/30/2019
Department of Human Services	\$ 628,575		Amendment -MNIT-DEED provide IT services required to support and maintain the Workforce Once System (WFA)	7/1/2015	6/30/2018
Department of Human Services	\$ 284,000	M.S 256.D051, Sub 2a(5)	For Supplemental Nutrition Assistance Employment & Training	10/1/2017	9/30/2019
Department of Human Services	\$ 3,257,206	M.S 256.D051, Sub 2a(5)	For Supplemental Nutrition Assistance Employment & Training-Equity Grants and Administration	10/1/2016	9/30/2018
Department of Human Services	\$ 1,900,000	M.S 256.D051, Sub 2(6)	Expaned DEED's summer Youth Work Experience to teen parents and younger adults on the Minnesota Family Investment Program (MFIP) Program Year Funding (PY15 -4/1/15-12/31/15=\$300,000; PY16-4/1/16-12/31/16=\$300,000; PY17-4/1/17-12/31/2017=\$1,300,000)	4/1/2015	12/31/2017
Department of Human Services	\$ 1,300,000	M.S 256.D051, Sub 2(6)	Expansion of DEED's Summer Youth Work experience , provide oportunities for career explorations and skill development (SFY18=\$650,000; SFY19=\$650,000)	5/1/2018	12/31/2018
Department of Human Services	\$ 1,500,000		FastTRAC project. Award funds to FastTrac grantees (TANF)	9/1/2013	12/31/2018
Department of Human Services	\$ 1,500	M.S.116J.035 subd 6; M.S. 268.19 and subd 1(a)9	DEED Data Exchange with DHS-Health Care Eligibility Operations (HCEO) to allow access to DEED's Unemployment Insurance (UI) wage data for determinine new and ongoing eligibility for MN Health Care Programs.	1/1/2016	12/31/2019
Department of Human Services	\$ 70,028	M.S. 13.46 subd 2(7); 268.19 subd (4) and 1(a)(10) and 256.998 subd 7 & 10	DHS Child Support Service and DEED to allow access to data to locate individuals, facilitate establishment of parternity and child support and provide employment data to facilitate child support collections	7/1/2014	6/30/2018
Department of Public Safety	\$ 300,000		DPS/BCA-BCA will assing two full time special agents and one full-time CDI to provide support to assure integrity of DDS program	9/28/2016	5/30/2020
Department of Public Safety	\$ 434,898		Referrals to BCA for potentail unemployment insurance fraud Cases	1/1/2017	12/31/2020
Management Analysis and Development	\$ 122,200		Master Contract with Lanterna Consulting to provide services and/or perform tasks identified in Exhibit DEED: BRS Strategic Leadership & Advisory Services	7/1/2017	6/30/2018
Management and Budget	\$ 5,900		Common Sense Consulting @ Work LLC	9/20/2017	9/20/2017
Management and Budget	\$ 35,105		Enterprise Development Divison contract with MMB	1/31/2018	6/30/2018
Management and Budget	\$ 25,000		Preparation for and testify @ an arbitration hearing (90days)	4/2/2018	6/30/2018
Management and Budget	\$ 16,638		Enterprise Development Divison contract with MMB	6/11/2018	9/30/2018
Management and Budget	\$ 25,606		MMB-ELD training through Watermark Learning for the DEED-UI Project Team	4/21/2017	12/29/2017
Management and Budget	\$ 42,008		MMB-ELD training through Eisele and Associate to provide training and services on Emotial Intelligence for DEED-UL	7/1/2017	12/29/2017
Management and Budget	\$ 62,068	M.S. 16A.55 and 471.59	Costs related to Enterprise Talent Development, tech support of ELM, project management and implementation	7/15/2017	6/30/2018
Management and Budget	\$ 15,727	M.S. 16A.55 and 471.59	Executive recruiting services	7/1/2017	6/30/2018/
Mn Public Facility Authority	\$ 600,000	MN Laws 2017 Cahpter 94 Sec 9	appropriated \$600,000 in SFY18 for a grant to the Ramsey/Washingotn Recycling and Entergy Board to desing, construct, and equip capital improvements	7/1/2017	6/30/2018
Mn Public Facility Authority	\$ 119,631		PFA admistrative support-Interagency agreement	7/1/2017	6/30/2018
MNIT Services	\$ 250,000	M.S 16E.21	Electronic Document Management System (2 years ends 6/30/19) CPRS46417	7/1/2017	6/30/2019
MNIT Services	\$ 100,000	M.S 16E.21	Electronic Document Management System (2 years ends 6/30/19) CPRS 46387	7/1/2017	6/30/2019
Office of the Governor	\$ 119,600		Governor's Office provides respective staff to work closelywith agency head or designee to support both agency and Governor's office for state and federal interests.	7/1/2017	6/30/2018
Total	\$ 13,578,285				

DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

FY 2018 Transfers

October 15, 2018

TRANSFERS FROM			TRANSFERS TO								
TRANSFER OUT AGENCY	OUT FUND	OUT APPROP ID	TRANSFER OUT APPROP ID NAME	TRANSFER OUT AMOUNT	TRANSFER IN AGENCY	IN FUND	IN APPROP ID	TRANSFER IN APPROP ID NAME	TRANSFER IN AMOUNT	PURPOSE OF TRANSFER	LEGAL AUTHORITY FOR THE TRANSFER
1 DEED	General	B223438	Olmstead Implementation Office	(1,269,000.00)	HOUSING FINANCE	Housing Finance Agency	B340001	Gen Reserve Overhead Control	1,269,000.00	Transfer to Housing Finance for Olmstead Implementation Operations	17 094 01 002 04B
5 DEED	General	B224907	DEED Operating Adjustment GF	(20,405.00)	DEED	General	B221095	BCD Business Development	20,405.00	actual BCD, Trade operating increase	151 001 01 002 004
6 DEED	General	B224907	DEED Operating Adjustment GF	(35,000.00)	DEED	General	B221096	BCD Business Finance	35,000.00	actual BCD, Trade operating increase	151 001 01 002 004
7 DEED	General	B224907	DEED Operating Adjustment GF	(39,000.00)	DEED	General	B221800	Small Business Office	39,000.00	actual BCD, Trade operating increase	151 001 01 002 004
8 DEED	General	B224907	DEED Operating Adjustment GF	(25,000.00)	DEED	General	B221900	Mn Trade Office	25,000.00	actual BCD, Trade operating increase	151 001 01 002 004
9 DEED	General	B224907	DEED Operating Adjustment GF	(90,000.00)	DEED	General	B221098	BCD Community Finance	90,000.00	actual BCD, Trade operating increase	151 001 01 002 004
10 DEED	General	B224907	DEED Operating Adjustment GF	(14,976.00)	DEED	General	B223491	Extended Employment	14,976.00	actual transfer general fund operating increase	151 001 01 002 004
11 DEED	General	B224907	DEED Operating Adjustment GF	(126,222.00)	DEED	General	B223485	Services For The Blind State	126,222.00	actual transfer general fund operating increase	151 001 01 002 004
12 DEED	General	B224907	DEED Operating Adjustment GF	(30,880.00)	DEED	General	B224900	General Support Services	30,880.00	actual transfer general fund operating increase	151 001 01 002 004
13 DEED	General	B224907	DEED Operating Adjustment GF	(4,517.00)	DEED	General	B223496	MI-Support Employment	4,517.00	actual transfer general fund operating increase	151 001 01 002 004
14 DEED	General	B221304	MN Emerging Entrepreneur Prog	(876,000.00)	DEED	Other Misc Special Revenue	B221108	Emerging Entrprnt Revolving	876,000.00	Transfer Emerging Entrepreneur SFY18 appropriated general funds to the special revenue revolving fund per session law	17 094 01 002 02M
15 DEED	General	B221893	Border to Border Broadband	(20,000,000.00)	DEED	Other Misc Special Revenue	B221892	Border-to-Border Broadband	20,000,000.00	Border to Border Broadband Grants appropriation transfer for the SFY18 appropriated general funds into the special revenue fund per session law	17 094 01 002 08A
16 DEED	General	B224900	General Support Services	(30,200.00)	ADMIN	Other Misc Special Revenue	G027203	Enterprise Sustainability Ofc	30,200.00	Actual Transfer to Admin's Office of Enterprise Sustainability	MS 16B.04 and MS 471.59 and signed Interagency Agreement
17 DEED	General	B224900	General Support Services	(15,727.00)	MMB	Other Misc Special Revenue	G100102	Statewide Executive Recruiter	15,727.00	Executive Recruiter funds from DEED to MMB	MN Statute 16A.055 and 471.59
18 DEED	General	B224900	General Support Services	(119,600.00)	GOVERNOR, OFFICE OF	Other Misc Special Revenue	G391300	Governor's Spec Revenue Fund	119,600.00	Transfer to Governor's Office for Policy Advisor and Communication Specialist	MS 471.59 and Interagency agreement (IA)
19 MMB	Restrict Misc Special Revenue	G9R1034	Marriage Lic Fee -Displaced Hm	(129,362.04)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	129,362.04	Transfer of fees collected from Marriage Licenses	517 08 1b & 2
20 MMB	Restrict Misc Special Revenue	G9R1032	Marr/Lic Displ Home Premarr Ed	(20,535.00)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	20,535.00	Transfer of fees collected from Marriage Licenses	517 08 51c (b) (2)
21 MMB	Restrict Misc Special Revenue	G9R1033	Dissolution Filing Fee Increas	(35,136.27)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	35,136.27	Transfer of fees from Marriage Dissolution	357 021 1a & 2
22 ADMIN	General	G029116	MN Film & TV Board	(162,000.00)	DEED	General	B221401	MN Film and TV Board	162,000.00	FY18 MN Film & TV - transfer for operations	FY18 MN Film & TV - transfer to DEED per interagency agreement executed 9-18-17
23 MMB	Restrict Misc Special Revenue	G9R1033	Dissolution Filing Fee Increas	(41,370.99)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	41,370.99	Transfer of fees from Marriage Dissolution	357 021 1a & 2
24 MMB	Restrict Misc Special Revenue	G9R1034	Marriage Lic Fee -Displaced Hm	(64,693.33)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	64,693.33	Transfer of fees collected from Marriage Licenses	517 08 1b & 2
25 MMB	Restrict Misc Special Revenue	G9R1032	Marr/Lic Displ Home Premarr Ed	(10,220.00)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	10,220.00	Transfer of fees collected from Marriage Licenses	517 08 51c (b) (2)
26 PFA	General	B241060	Ramsey/Washington R&E Board	(600,000.00)	DEED	General	B221464	Ramsey/Washington R&E Board	600,000.00	Per interagency agreement, B24-PFA and B22-DEED. MS 471.59Transfer the \$600,000 appropriation for Ramsey/Washington Recycling and Energy Board, from PFA to DEED.2017 chapter 94, article 1, section 9 (b).	Interagency Agreement- B24-PFA and B22-DEED. MS 471.59T and 2017 chapter 94, article 1, section 9 (b).
27 MMB	Restrict Misc Special Revenue	G9R1033	Dissolution Filing Fee Increas	(35,598.24)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	35,598.24	Transfer of fees from Marriage Dissolution	357 021 1a & 2
28 MMB	Restrict Misc Special Revenue	G9R1034	Marriage Lic Fee -Displaced Hm	(28,436.30)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	28,436.30	Transfer of fees collected from Marriage Licenses	517 08 1b & 2
29 MMB	Restrict Misc Special Revenue	G9R1032	Marr/Lic Displ Home Premarr Ed	(3,397.00)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	3,397.00	Transfer of fees collected from Marriage Licenses	517 08 51c (b) (2)
30 MMB	Restrict Misc Special Revenue	G9R1033	Dissolution Filing Fee Increas	(38,759.83)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	38,759.83	Transfer of fees from Marriage Dissolution	357 021 1a & 2
31 MMB	Restrict Misc Special Revenue	G9R1034	Marriage Lic Fee -Displaced Hm	(97,367.04)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	97,367.04	Transfer of fees collected from Marriage Licenses	517 08 1b & 2
32 MMB	Restrict Misc Special Revenue	G9R1032	Marr/Lic Displ Home Premarr Ed	(14,055.00)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	14,055.00	Transfer of fees collected from Marriage Licenses	517 08 51c (b) (2)
33 MMB	Restrict Misc Special Revenue	G9R1032	Marr/Lic Displ Home Premarr Ed	(3,170.00)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	3,170.00	Transfer of fees collected from Marriage Licenses	517 08 51c (b) (2)
34 MMB	Restrict Misc Special Revenue	G9R1033	Dissolution Filing Fee Increas	(36,950.21)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	36,950.21	Transfer of fees from Marriage Dissolution	357 021 1a & 2
35 MMB	Restrict Misc Special Revenue	G9R1034	Marriage Lic Fee -Displaced Hm	(31,826.67)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	31,826.67	Transfer of fees collected from Marriage Licenses	517 08 1b & 2
36 DEED	General	B221150	Minnesota Investment Fund	(2,000,000.00)	DEED	General	B221149	MN Job Creation	2,000,000.00	Transfer \$2 Million dollars from the Minnesota Investment Fund (B221150) to the Job Creation Fund (B221149) The transfer was approved by the DEED Commissioner on 12/22/17	Session law 2017 Chapter 94 Article 6 Section 3 (amended MS 116J.8731)



X

INTERAGENCY AGREEMENT BETWEEN DEED AND ADMIN FOR TRANSFER OF FUNDS RELATING TO THE MINNESOTA FILM AND TV BOARD

THIS INTERAGENCY FUNDS TRANSFER AGREEMENT ("Agreement") is between the Minnesota Department of Administration ("Admin") and the Minnesota Department of Employment and Economic Development ("DEED").

RECITALS

1. This Agreement sets forth the terms and conditions in which Admin will transfer funds to DEED that were appropriated to Admin for a transfer to the Minnesota Film and TV Board.
2. Laws of Minnesota 2017, Chapter 94, Article 1, Section 2, Subdivision 2, paragraphs (i), appropriates \$163,000 in each year of the 2018-2019 biennium to DEED for the Minnesota Film and TV Board.
3. Laws of Minnesota 2017, Chapter 94, Article 1, Section 2, Subdivision 2, paragraph (j), appropriates \$500,000 in each year of the 2018-2019 biennium to the DEED for a grant to the Minnesota Film and TV Board for the film production jobs program under Minnesota Statutes, section 116U.26. The appropriation is available until June 30, 2021.
4. Laws of Minnesota 2017, 1st Spec. Sess. Chapter 4, Article 1, Section 11, Subdivision 4, paragraph (h), appropriates \$162,000 in each year of the 2018-2019 biennium to Admin for a transfer to the Minnesota Film and TV Board.
5. In order to most effectively administer the funds described in Recitals 2, 3, and 4, Admin and DEED have determined that a single agency should administer all three appropriations to the Minnesota Film and TV Board. In light of that determination, Admin will transfer the funds described in Recital 4 to DEED and DEED will provide the administration needed for the appropriations to the Minnesota Film and TV Board.

AGREEMENT

DEED and Admin agree as follows:

1. As soon as practicable after July 1 each year of the 2018-2019 biennium, Admin will transfer \$162,000 to DEED for the purposes as described in Laws of Minnesota 2017, 1st Spec. Sess. Chapter 4, Article 1, Section 11, Subdivision 4, paragraph (h).
2. The Administrative and Fiscal Services Division of DEED will provide Admin with all necessary information in order to effectively process the transfer of funds.
3. DEED will administer the funds consistent with all applicable statutes, laws, regulations, and policies including Office of Grants Management policies authorized under MN Stat. 16B.97.
4. Authorized Representative

5. Admin's Authorized Representative is Laurie Beyer-Kropuenske, Director of Community Services, 201 Admin Bldg, 50 Sherburne Avenue, St. Paul, MN 55155, 651-201-2501, or her successor.

DEED's Authorized Representative is Julie Freeman, Chief Financial Officer, 332 Minnesota Street, St. Paul MN 55101, 651/259-7085 or her successor.

6. Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

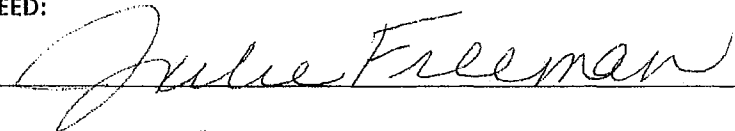
7 Liability. Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination. Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

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

APPROVED:

1. DEED:

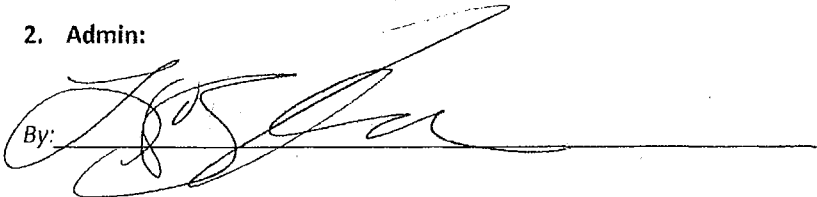
By: 

Printed Name: Julie Freeman

Title: CFO

Date: 9/18/17

2. Admin:

By: 

Name: Laurie Beyer-Kropuenske
Title: Director of Community Services

Date: 9/15/17

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 16B.04 and 471.59, this is an agreement between the Department of Administration (Admin) and the Department of Employment and Economic Development (DEED)

1. Services to be Performed:

Admin's Office of Enterprise Sustainability (OES) will support state agencies by helping them to make choices that will improve sustainability outcomes through the implementation of best practices in their agency, provide agencies the assistance needed to reduce greenhouse gas emissions and water usage, increase energy efficiency and recycling, and to better coordinate sustainability efforts across state government. In order to provide transparency, OES is working to develop a State Government Sustainability Reporting Tool that will help agencies track and report their sustainability data.

2. Authorized Agents:

The following persons will be the primary contacts and authorized agent for all matters concerning this agreement:

Admin: Erin Campbell, Assistant Commissioner, or her successor, 50 Sherburne Ave., St. Paul, MN 55155, (651) 201-2561

DEED: Blake Chaffe, Deputy Commissioner, 332 Minnesota St., #E200, 1st National Bank Building, St. Paul, MN 55101 (651) 259-7161

3. Consideration and terms of Payment

In consideration for sustainability services provided, DEED agrees to contribute as follows:

- Enter an appropriation transfer in SWIFT using the following accounting codes:
Fund 2001, FinDeptID G021ADMN, Approp ID G027203
- If assistance is needed, please contact Rachel Douglas (Rachel.Douglas@state.mn.us or 651.201.2531).
- Please transfer the following amounts no later than August 1st of each fiscal year:
FY 2018: \$30,200 FY2019: \$24,900 Total for the biennium: \$55,100

4. Terms of Agreement

This agreement is effective July 1, 2017 and shall remain in effect until June 30, 2019.

5. Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

Approved:

Department of Administration

Department of Employment and Economic
Development

By: <u>Erin M Campbell</u>	By: <u>Julie Freeman</u>
Title: <u>Assistant Commissioner</u>	Title: <u>CFO</u>
Date: <u>7.28.17</u>	Date: <u>7/28/17</u>

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Employment and Economic Development (DEED) and Corrections (DOC).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** July 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

DEED and DOC will cooperate and collaborate to deliver pre- and post-release employment services and resources to offenders under the authority of the Commissioner of Corrections. DEED and DOC will perform and provide all the duties, services, and tasks as specified under the transition and reentry employment services proposed goals and activity plan (Attachment 1) which is attached and incorporated into this agreement.

3 Consideration and Payment

Funds will be used to pay the costs associated with DEED staff positions assigned to this project. This will include staff salaries, benefits and non-personal services. Non-personal services will include costs necessary to support the staff in carrying out their assigned responsibilities, such as office space costs (rent, telecommunications, equipment, and supplies), travel expenses, printing, data management and reporting.

The DOC will pay DEED \$75,750.00 per quarter for FY 2018, upon receipt of an invoice from DEED. The total obligation of this agreement for FY 2018 is \$303,000.00.

DEED will supplement funding in order to assure that funds are adequate to support four full-time staff to carry out these activities and to provide for any additional costs to enhance these activities.

4 Conditions of Payment

All services provided by DEED under this agreement must be performed to DOC's satisfaction, as determined at the sole discretion of DOC's Authorized Representative.

5 Authorized Representative

DEED's Authorized Representative is David Niermann, Director of Job Seeker Services, 1st National Bank Building, 332 Minnesota Street, Suite E-200, St. Paul, Minnesota 55101-1351, telephone 651/259-7583, or his successor.

DOC's Authorized Representative is Kelley Heifort, Community Reentry Director, as the program monitor, 1450 Energy Park Drive, Suite 200, St. Paul, Minnesota 55108, telephone 651/361-7236 or her successor. Diane Lunda, Grants Specialist, as the financial monitor, 1450 Energy Park Drive, Suite 200, St. Paul, Minnesota 55108, telephone 651/361-7389 or her successor.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

9 Bloodborne Pathogen Notice

DEED is hereby notified and agrees to assume full responsibility for notifying all of its employees assigned to this project of the remote possibility that they may be at risk for exposure to a bloodborne pathogen such as the hepatitis B virus (HBV). DEED further agrees to provide training for all its employees assigned to this project and to offer vaccinations to those who could reasonably anticipate an exposure resulting from the performance of this Agreement.

10 Tuberculosis Screening

DEED must provide documentation to the DOC's authorized representative within 45 days of the effective date of the Agreement that any individual who will be providing services in the correctional facility more than 10 hours per week has had a negative tuberculin test, chest X-ray or statement from a physician that the individual is free of active tuberculin disease.

11 Public News Media

DEED must comply with DOC policy 303.110 regarding incarcerated offender contact with the public news media. DEED must comply with DOC policy 101.310 regarding any potential public news media contact regarding this Agreement. Referenced DOC policies are located on the DOC website (www.doc.state.mn.us) and are incorporated by reference.


1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Eileen Thomas

Date: 6/16/17 C-125822 3-84804

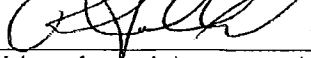
2. MN DEPT. OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: 
(With delegated authority)

Title: Director, Employment Programs

Date: 6/19/2017

3. MN DEPT. OF CORRECTIONS

By: 
(with delegated authority)

Title: Deputy Commissioner

Date: 6/21/17

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Employment and Economic Development ("DEED") and Corrections ("DOC").

Agreement

1 Term of Agreement

- 1.1 **Effective date:** January 20, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 This agreement to be renewable at the end of each fiscal year (June) unless cancelled by either party according to protocol in "Item 8" of this agreement. Renewals will be processed as a written amendment to the agreement.

2 Scope of Work

- 2.1 DEED and DOC will collaborate to establish pre-release orientation/assessment services, which will include assessments and orientation sessions to occur inside Minnesota Correctional Facilities. DEED staff must comply with DOC admittance authorization process in order to enter Minnesota Correctional Facilities.
- 2.2 DEED and DOC will collaborate to maintain post-release services in two community based centers ("Hubs") as part of the High Risk Revocation Reduction (HRRR) Program as specified in the activity plan, Exhibit A, which is attached and incorporated into this agreement.
- 2.3 The Hubs will be located at the DEED facility on West Broadway in North Minneapolis and the St Paul Workforce Center.
- 2.4 DEED will provide office space and equipment for two DOC Navigators and two DEED Community Service (Employment) Specialists, as well as space for the contracted community providers to deliver their services/programs.
- 2.5 DEED and DOC will perform and provide services and tasks as specified under the High Risk Recidivism Reduction (HRRR) Program activity plan, Exhibit A, which is attached and incorporated into this agreement.

3 Consideration and Payment

Funds will be used to pay costs associated with non-personnel services necessary to support DOC and DEED staff as well as contracted vendors in carrying out their assigned responsibilities.

For FY' 17 DOC will pay DEED a total not to exceed \$116,471.70. DEED will receive \$58,235.88 upon receipt of an invoice by March 31, 2017 and the remaining \$58,235.88 upon receipt of an invoice by June 30, 2017, according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this agreement.

For FY' 18 DOC will pay DEED a total not to exceed \$80,833.88. According to the breakdown of costs contained in Exhibit B, DEED will receive \$20,208.47 upon receipt of an invoice by September 30, 2017; \$20,208.47 upon receipt of an invoice by December 31, 2017; \$20,208.47 upon receipt of an invoice by March 31, 2018; and \$20,208.47 upon receipt of an invoice by June 30, 2018.

The total obligation of the DOC for all compensation and reimbursements to DEED under this agreement will not exceed \$197,305.58.

4 Conditions of Payment

All services provided by DEED under this agreement must be performed to DOC's satisfaction, as determined at the sole discretion of DOC's Authorized Representative.

5 Authorized Representative

DOC's Authorized Representative is Heidi Heinzl, Grants Specialist Coordinator, 1450 Energy Park Drive, Suite 200, St Paul, MN 55108, telephone 651/361-7169, or her successor.

DEED's Authorized Representative is David Niemann, Director of Job Seeking Services, 1st National Bank Building, 332 Minnesota Street, Suite E-200, St Paul, MN 55101, telephone 651/259-7583, or his successor.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Erica Thomas

Date: 1/12/17 C-119772 3-78429

2. MN DEPT. OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: David Niemann
(With delegated authority)

Title: Director

Date: 1/13/17

3. MN DEPT. OF CORRECTIONS

By: [Signature]
(with delegated authority)

Title: Deputy Commissioner

Date: 1-12-17



Inter-agency Request for State Employee Services

This AGREEMENT is entered into this 13th day of June, 2018, by and between Department of Corrections (DOC) (requesting agency) and Department of Employment and Economic Development (DEED) (home department). The parties hereto agree as follows:

1. DEED (home department) agrees that it shall provide Earl Conley (name of employee), who is qualified to perform the tasks set out in section 2 below.
2. Description of tasks to be performed (include dates and number of hours anticipated):

The incumbent will provide post-release services to "high risk" (designated by DOC as eminently at risk of return to incarceration) individuals including individual assistance, access and referrals to WorkForce Center services, referrals to community based organizations, and employment retention and follow-up assistance. The incumbents will be responsible for coordinating re-entry activities with DOC staff, WorkForce Center partners, education agencies and community-based organizations to assist ex-offenders obtain and retain employment.

3. Employee Information: Earl Conley 01175968
Name Employee ID Number

- Workforce Dev Spec 2 00096580 \$23.22
Present Job Classification (title and class code) Appt. No. Position # Hourly Rate

4. Appointment Information (check one):
 - This assignment will result in an appointment to the,
 requesting agency
 home agency
 - This assignment will not result in an appointment
 to the requesting agency, or home agency.

Appointment is effective July 1, 2018 thru (and including) June 30, 2019.

<p>For Minnesota Management & Budget Only</p> <p>Appropriate Class of Assignment: _____ (explain if necessary)</p> <p>Approved by: _____ Name Date</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management & Budget.</p>	<p>Payment Information</p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p style="text-align: center;">Fund <u>1000</u> Agcy <u>DOC</u> Org # <u>P78</u> Appr <u>P7836405</u></p> <p style="text-align: center;">(Check One)</p> <p><input checked="" type="checkbox"/> Direct Payment at a rate of <u>\$23.22</u> per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$ _____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$ _____.</p>
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In CONSIDERATION for the performance of the tasks set out above Dept of Corrections (requesting agency) shall pay Earl Conley (employee name) an amount not to exceed \$77,500.

Approvals

Requesting Agency, by	Date		<u>6/15/18</u>
Service Agency, by	Date		<u>6/15/18</u>



Inter-agency Request for State Employee Services

This AGREEMENT is entered into this 13th day of June, 2018, by and between Department of Corrections (DOC) (requesting agency) and Department of Employment and Economic Development (DEED) (home department). The parties hereto agree as follows:

1. DEED (home department) agrees that it shall provide Earl Conley (name of employee), who is qualified to perform the tasks set out in section 2 below.
2. Description of tasks to be performed (include dates and number of hours anticipated):

The incumbent will provide post-release services to "high risk" (designated by DOC as eminently at risk of return to incarceration) individuals including individual assistance, access and referrals to WorkForce Center services, referrals to community based organizations, and employment retention and follow-up assistance. The incumbents will be responsible for coordinating re-entry activities with DOC staff, WorkForce Center partners, education agencies and community-based organizations to assist ex-offenders obtain and retain employment.

3. Employee Information: Earl Conley 01175968
Name Employee ID Number

Workforce Dev Spec 2 00096580 \$23.22
Present Job Classification (title and class code) Appt. No. Position # Hourly Rate

4. Appointment Information (check one):
 This assignment will result in an appointment to the, This assignment will not result in an appointment
requesting agency to the requesting agency, or home agency.
home agency

Appointment is effective June 13, 2018 thru (and including) June 30, 2018.

<p>For Minnesota Management & Budget Only</p> <p>Appropriate Class of Assignment: _____ (explain if necessary)</p> <p>Approved by: _____ Name Date</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management & Budget.</p>	<p>Payment Information</p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p style="text-align: center;">Fund <u>1000</u> Agcy <u>DOC</u> Org # <u>P78</u> Appr <u>P787212</u></p> <p style="text-align: center;">(Check One)</p> <p><input checked="" type="checkbox"/> Direct Payment at a rate of <u>\$23.22</u> per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$ _____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at jump sum of \$ _____.</p>
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In CONSIDERATION for the performance of the tasks set out above Dept of Corrections (requesting agency) shall pay Earl Conley (employee name) an amount not to exceed \$7,000.

Approvals

Requesting Agency, by Julie Freeman Date 6/25/18
Service Agency, by _____ Date _____

	<u>6/15/18</u> Date
Employee Signature	



Inter-agency Request for State Employee Services

This AGREEMENT is entered into this 13th day of June, 2018, by and between Department of Corrections (DOC) (requesting agency) and Department of Employment and Economic Development (DEED) (home department). The parties hereto agree as follows:

1. DEED (home department) agrees that it shall provide Earl Conley (name of employee), who is qualified to perform the tasks set out in section 2 below.
2. Description of tasks to be performed (include dates and number of hours anticipated):

The incumbent will provide post-release services to "high risk" (designated by DOC as eminently at risk of return to incarceration) individuals including individual assistance, access and referrals to WorkForce Center services, referrals to community based organizations, and employment retention and follow-up assistance. The incumbents will be responsible for coordinating re-entry activities with DOC staff, WorkForce Center partners, education agencies and community-based organizations to assist ex-offenders obtain and retain employment.

3. Employee Information: Jeremiah J Carter 01146862
Name Employee ID Number

Workforce Dev Spec 2 00352630 \$27.53
Present Job Classification (title and class code) Appt. No. Position # Hourly Rate

4. Appointment Information (check one):

This assignment will result in an appointment to the, This assignment will not result in an appointment
requesting agency to the requesting agency, or home agency.
home agency

Appointment is effective July 1, 2018 thru (and including) June 30, 2019.

<p>For Minnesota Management & Budget Only</p> <p>Appropriate Class of Assignment: _____ (explain if necessary)</p> <p>Approved by: _____ Name Date</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management & Budget.</p>	<p>Payment Information</p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p style="margin-left: 40px;">Fund <u>1000</u> Agcy <u>DOC</u> Org # <u>P78</u> Appr <u>P7836405</u></p> <p style="text-align: center;">(Check One)</p> <p><input checked="" type="checkbox"/> Direct Payment at a rate of <u>\$27.53</u> per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$ _____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$ _____.</p>
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In CONSIDERATION for the performance of the tasks set out above Dept of Corrections (requesting agency) shall pay Jeremiah J Carter (employee name) an amount not to exceed \$88,720.

Approvals

Requesting Agency, by	Date		<u>6/15/18</u>
Service Agency, by	Date		Date

9

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Employment and Economic Development (DEED), MN.IT Services (MN.IT) and Corrections (DOC).

Agreement

1 Term of Agreement

- 1.1 *Effective date:* July 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

- 2.1 DEED and MN.IT will provide the DOC with limited support maintenance for maintenance to the Standalone MinnesotaWorks.net application. Limited support is defined as the support required to create and deliver the weekly file of new jobs that DOC will upload to their server.
- 2.2 DOC will be responsible for ensuring that the Standalone MinnesotaWorks.net application is secure at their location and that internet access is not available from the Standalone MinnesotaWorks.net server(s). DOC will also ensure that their clients have secure access to the Standalone MinnesotaWorks.net application server(s).

3 Consideration and Payment

The DOC will pay DEED an annual fee of \$2,880 for maintenance of access by DOC as covered in Clause 2.1 of this agreement. DEED will submit an invoice according to the following schedule:

- Fiscal Year 2018 on or before August 15, 2017
- Fiscal Year 2019 on or before August 15, 2018

The total amount of this agreement not to exceed \$5,760.00.

4 Conditions of Payment

All services provided by DEED and MN.IT under this agreement must be performed to DOC's satisfaction, as determined at the sole discretion of DOC's Authorized Representative.

5 Authorized Representative

DEED's Authorized Representative is Julie Toskey, Employment and Economic Development Staff Director, 1st National Bank Building, 332 Minnesota Street, 2nd Floor, St. Paul, Minnesota 55101-1351, telephone 651/259-7294, or her successor.

MN.IT's Authorized Representative is Brian Allie, Project Manager, 1st National Bank Building, 332 Minnesota Street, 2nd Floor, St. Paul, Minnesota 55101-1351, telephone 651/259-7003, or his successor.

DOC's Authorized Representative is Kelley Heifort, Community Reentry Director, 1450 Energy Park Drive, Suite 200, St. Paul, Minnesota 55108, telephone 651/361-7236 or her successor.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

9 Public News Media

DEED and MN.IT must comply with State policy 303.110 regarding incarcerated offender contact with the public news media. DEED and MN.IT must comply with DOC policy 101.310 regarding any potential public news media contact regarding this Agreement. Referenced DOC policies are located on the DOC website (www.doc.state.mn.us) and are incorporated by reference.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Eusebio Thomas

Date: 4/28/17 123955/3-82675

2. MN DEPT. OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: [Signature]
(with delegated authority) Jeremy Hansen Willis

Title: Deputy Commissioner

Date: 5-8-17

3. MN.IT SERVICES

By: [Signature]
(with delegated authority) Brian Alvic

Title: CIPTO

Date: 5/8/17

4. MN DEPT. OF CORRECTIONS

By: [Signature]
(with delegated authority)

Title: Deputy Commissioner

Date: 5/12/17

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Employment and Economic Development and the Minnesota Department of Education ("MDE").

Agreement

1 Term of Agreement

- 1.1 *Effective date:* The date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 *Expiration date:* August 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MDE, either directly or through one of its contracted vendors, will deliver services and products as set forth in further detail in Exhibit A, which is attached and incorporated into this agreement. The deliverables include: 1) Access to the North Star Digital Literacy Assessment and maintenance of content for WorkForce Centers; 2) Workforce Innovation Fund (WIF) planning coordination; 3) WIF/CareerForce integration with North Star Digital Literacy; 4) E-Learning content creation; and 5) Minnesota Literacy Hotline integration. Exhibit A includes a detailed work plan and budget with timelines for the purposes of monitoring progress and consideration of periodic payments for work completed.

3 Consideration and Payment

The Department of Employment and Economic Development will pay MDE on a monthly basis, based on submission of an invoice and documentation of work completed as outlined in the attached work plan and incorporated in this agreement as Exhibit A.

Payments under this agreement will be made from federal funds obtained by the Department of Employment and Economic Development through the WIF federal grant. MDE is responsible for compliance with all federal requirements imposed on these funds in carrying out its responsibilities under this agreement

The total obligation of the Department of Employment and Economic Development for all compensation and reimbursements to MDE under this agreement will not exceed \$415,699, provided that the total compensation and reimbursements shall not exceed \$50,828 prior to June 30, 2018, and provided that the Department of Employment and Economic Development will only be obligated for compensation and reimbursements to MDE in excess of \$50,828 to the extent that funds are available and encumbered for the corresponding state fiscal years in which services are to be performed pursuant to Exhibit A.

4 Conditions of Payment

All services provided by MDE under this agreement must be performed to the Department of Employment and Economic Development's satisfaction, as determined at the discretion of the Department of Employment and Economic Development's Authorized Representative.

5 Authorized Representative

The Department of Employment and Economic Development's Authorized Representative is Jeremy Hanson Willis, Deputy Commissioner Workforce Development Division, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, 651-259-7114, or his/her successor.

MDE's Authorized Representative is Todd Wagner, Adult Basic Education Supervisor, 1500 Highway 36 W, Roseville, MN 55113, 651-582-8466, or her/her successor.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof, to the extent permitted by law.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Jeffrey D Weber

Date: 06/08/2018

SC 143036, PR 39847 & 39849, FY18 PO 3000337101

3. The Department of Employment & Economic Development

By: _____
(with delegated authority)

Title: Deputy Commissioner Workforce Development

Date: _____

2. Minnesota Department of Education

By: _____
(With delegated authority)

Title: _____

Date: _____

**DATA SHARING AGREEMENT
BETWEEN**

**MINNESOTA DEPARTMENT OF HUMAN SERVICES AND
MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

THIS DATA SHARING AGREEMENT ("Agreement") is between the Minnesota Department of Human Services ("DHS") and the Minnesota Department of Employment and Economic Development ("DEED").

RECITALS

This Agreement sets forth the terms and conditions in which DEED and DHS will share data for DHS use in assessing, evaluating and monitoring public assistance and food support eligibility, and determining potential fraud and establishing debt.

General Description of data that will be shared: certain DHS welfare system data and DEED's Unemployment Insurance benefit and wage record data.

DEED is permitted to share the data with DHS pursuant to Minn. Stat. § 268.19, subd. 1.

DHS is permitted to share data with DEED pursuant to Minn. Stat. § 13.46, subd. 2(a)(6).

This Agreement creates neither a business associate relationship nor constitutes a business associate agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA).

The Parties therefore agree as follows:

AGREEMENT

DEFINITIONS

- A. "Breach" means a privacy or security incident that results in the compromise of the confidentiality or integrity of data or a use or disclosure of data otherwise prohibited by law.
- B. "Data" means any private data on individuals that is or will be used by DHS or DEED under this Agreement and is protected by federal or state privacy laws. This includes, but is not limited to, individually identifiable information about a DHS, county or tribal human services agency client or a client's family member.
- C. "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of data by the entity in possession of the data.

- D. "Individual" means the person who is the subject of the data.
- E. "Privacy incident" means a violation of data practices provisions of any applicable state and federal law.
- F. "Security incident" means the attempted or successful unauthorized use or the interference with system operations in an information management system or application. Security incident does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized use of the data.
- G. "User" means an agent of either party who has been authorized to use the data.

1. Term of Contract.

- 1.1 Effective date.** This Agreement is retroactively effective to July 1, 2016.
- 1.2 Expiration date.** The expiration date of this Agreement is June 30, 2018 or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Duties.

2.1 DEED will disclose the following information to DHS:

A. Teradata Warehouse ("TDW")

1. Following receipt of an encrypted electronic file from DHS, DEED will run and submit an encrypted file to DHS via TDW containing the following recipient information that is private data on individuals as defined in Minnesota Statutes, section 13.02, subd. 12:
 - Record type
 - DHS's claimant's or applicant's name
 - Social Security Number ("SSN")
 - Address (city, DHS, zip)
 - County code
 - Date of birth
 - Year, quarter and amount of wages paid
 - Total benefits paid
 - Week filed
 - Date of last UI payment
 - Employer(s) name
 - Employer(s) address
 - Weekly UI benefit amount
2. Use the record format and value ("position"), referencing the file that the data needs to be matched against, as indicated in 3 through 6 below.

3. On the tenth working day of each month, run a crossmatch job against both unemployment insurance ("UI") benefits and wage record data on all applicants (position 10 = P) and UI benefits only data on all recipients (position 10 = blank).
 4. On the twentieth working day of each month, run the crossmatch job against both UI benefits and wage record data for all applicants (position 10 = P).
 5. On the tenth working day of the first month of each calendar quarter, run the crossmatch job against both UI benefits and wage record data for all applicants (position 10 = P) and recipients (position 10 = blank).
 6. On the twentieth working day of the first month of each calendar quarter, run the crossmatch job against both the UI benefits and wage record data for all applications (position 10 = P).
 7. Provide and maintain view access to the DEED Teradata Warehouse ("TDW"), and make available UI wage and employer data in TDW for use by DHS fraud staff for fraud analysis and findings and by DHS research and evaluation staff to evaluate public assistance and food support programs and to monitor program eligibility.
- B. UI System.** DEED will provide online access to the UI system, limited to UI benefits data, for an agreed upon number of financial assistance staff (142 or no more than two per county) and 72 fraud and debt establishment workers who are performing services on behalf of DHS to assess public assistance and food support eligibility and determine potential fraud and establish debt.
- C.** DEED agrees to make reasonable efforts to ensure that the data provided is accurate. However, DHS acknowledges that the information provided by DEED under the terms of this Agreement may contain inaccuracies because of employer reporting errors, inaccurate input of data, software/computer problems or other causes whether known or unknown. DEED shall not be responsible or liable for any errors contained in such data.

2.2 DHS will disclose the following information to DEED:

- A.** DHS must send to DEED a monthly encrypted electronic file requesting that DEED run a job crossmatch containing the following recipient information that is private data on individuals as defined in Minnesota Statutes, section 13.02, subd. 12:
- Record type
 - DHS's claimant's or applicant's name
 - SSN
 - Address (city, DHS, zip)
 - County code
 - Date of birth
 - Year, quarter and amount of wages paid

- Total benefits paid
- Week filed
- Date of last UI payment
- Employer(s) name
- Employer(s) address
- Weekly UI benefit amount

B. DHS shall access and use UI benefits and wage record data in DEED's TDW to:

1. Integrate it into the DHS Office of Inspector General's Program Integrity Network ("PIN") System. PIN data will only be used to evaluate public assistance and food support program eligibility for the purpose of determining fraud and establish debt.
2. Create match sets of SSNs in mass rather than singly through the PIN system for fraud analysis and detection.
3. Administer and evaluate statewide public assistance and food support programs; and for the purpose of monitoring the eligibility of the program's recipients.

C. DHS shall require each individual agent to have a secure user account and a front-end application or tool for conducting queries of DEED's TDW data tables.

3. **Time.** The Parties will perform their duties within the time limits established in this Agreement unless prior written approval is obtained from the other party.
4. **Consideration and Payment.** Consideration for all services performed by DEED pursuant to this Agreement should be paid by DHS according to Payment Schedule, attached and made a part of this Agreement. DEED will invoice DHS maintenance costs up to two thousand three hundred seventy five dollars (\$2,375.00) for each quarter of each year according to the following schedule. Payment shall be made by DHS within thirty (30) days upon presentation of invoice.

January – March	Due April 20 th
April – June	Due July 20 th
July – September	Due October 20 th
October – December	Due January 20 th

The total obligation of DHS for all compensation and reimbursement to DEED under this Agreement shall not exceed nineteen thousand dollars (\$19,000.00).

5. **Authorized Representatives and Responsible Authorities.**

5.1 **DHS.**

DHS- Economic Assistance and Employment Supports Division authorized representative is Jovon Perry jovon.perry@state.mn.us, Director or her successor. DEED shall make any notice or contact to DHS required by this Agreement to DHS's authorized representative.

**Data Sharing Agreement Payment Schedule
July 1, 2016 through June 30, 2018**

1. DHS must compensate DEED only for actual costs incurred in performing the duties listed in the Payment Schedule chart below.
2. The total obligation of DHS for all compensation and reimbursement to DEED under this Agreement shall not exceed **nineteen thousand dollars (\$19,000.00)**.

Expenditure Type	Rate	Estimated Quantity	Estimated Total Costs (per year, rounded)
1. Computer Costs			
DB2 CPU time (per 1000 units)	0.0217	20,190.32	\$438.00
zIIP CPU seconds (per 1000 units)	0.0045	94.66	\$0.00
Disk storage protected (gigabyte per day)	1.6883	7.8	\$13.00
Computer staff (program, network, job scheduler) – cost per hour/hours per year	\$76.55	35 hrs.	\$2,679.00
Make UI wage and wage record data available in DEED's TDW for use by DHS's staff (per year cost)	\$500.00		\$500.00
SUBTOTAL			\$3,630.00
2. Other Staff/Additional Costs			
Fiscal Related --cost per hour/hours per year	\$64.00	1 hr.	\$64.00
Maintain online user access for 214 users (142 Financial Assistance Workers & 72 Fraud Workers) Includes processing new applications, recertifying current users twice a year, responding to Service Desk calls for resetting passwords) – cost per hour/hours per year	\$81.55	45 hrs.	\$3,670.00
Contract writing, cost research and evaluation, Legal Unit review of contract, Data Privacy Unit review of contract – staff cost per hour/hours per year	\$89.00	24 hrs.	\$2,136.00
SUBTOTAL			\$5,868.00
SFY 2017 and 2018 (per year) Maintenance Costs			\$9,500.00
SFY 2017-2018 TOTAL Maximum Data Sharing Agreement Expenditures			\$19,000.00

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

By: W. Burns

Date: 8-24-16

SWIFT Contract No: IAK 114496

SWIFT PO #: 3000047883

2. DEED:

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

By: Richard Caligiuri

Printed Name: Richard Caligiuri

Title: Director, Unemployment Insurance

Date: 11/2/16

3. DHS:

By: Jovon Perry

Printed Name: JOVON PERRY

Title: EAE3D DIRECTOR

Date: 10/27/2016

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Employment and Economic Development – Vocational Rehabilitation Services (VRS) and Human Services – Disability Services Division.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* November 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

In order to support informed choice and person-centered planning, the Department of Human Services, Disability Services Division (DSD) is joining with key partners to expand opportunities for people with disabilities to live their best life, their way. Benefits planning and financial literacy are key components to setting and reaching goals.

DSD will:

Provide in-depth benefits planning services for VR customers:

The Disability Hub MN will provide support for benefits planning and Disability Benefits 101 (www.db101.org) and other Hub tools to Benefit Coaches and VR staff:

- Help identify and resolve benefit issues/concerns;
- Help determine what level of benefits planning is needed;
- Introduce and implement work incentives;
- Participate in meetings in-person, phone or video conferencing
- Develop, deliver and follow up on in-depth Benefit Summary and Analysis (BS&A) to identified VR customers who are receiving public assistance benefits as time allows, which includes:
 - Review BS&A with Benefit Coach,
 - Deliver and explain BS&A to person and team,
 - Provide follow along to person to put work incentives into place and manage benefit changes,
 - Participate in benefits planning meetings as needed.

Provide training and technical assistance (TA):

- Regular mentor meetings;
- In-depth advice and technical assistance on benefits planning and DB101;
- Specific trainings related to benefits planning and Hub services;
- Regional coordination of outreach, training, information and resources related to benefits planning;
- Participate in and/or provide Hub materials for outreach/educational events to promote the Disability Hub MN, DB101 and benefits planning; and
- Create a sustainable infrastructure to provide ongoing training and support

Provide quality assurance (QA):

- Ensure benefits planning services are coordinated across systems and are provided efficiently and accurately;
- Oversee the work of the Disability Hub MN and coordinate the state-wide benefits planning network by developing and providing:
 - Protocols, standards and assurances;
 - Quality assurance measures, and
 - Guidance based on best practices

Technology Infrastructure

- Integrate DB101, the Hub web site, and the Hub client tracking tool (CRM) in order to support a seamless process for completing activities, gathering information and resources and developing plans;
- Develop activities and workflows within DB101 and/or the Hub web site that support VR customers and staff, such as:
 - WIOA Career Counseling Form (when someone is working or expresses interest in working in sub-minimum wage, this form must be completed by a VR representative)
 - Pre-Employment Transition Services (VR must ensure that all youth in transition have access to pre-employment transition services and document activities)
 - Financial literacy and planning activities

VRS will:

- VR management will work with DHS and Disability Hub MN management to identify when **co-location of Hub staff in VRS offices** is an option. When Hub staff are co-located in a VRS office, VRS will:
 - Provide space, furnishings and internet access to Hub staff.
 - A private office with a door is required to ensure privacy and confidentiality for customers of the Hub.
 - When in the VR office, Hub staff must have access to the internet.
 - VR is not responsible to provide computers, printers, cell phones or other technology necessary to do Hub work (e.g., VOIP to answer Hub phones, Revation software to answer chats, etc.).
- Coordinate. Close coordination with designated Hub staff and VRS Regional Area Managers is necessary to ensure needs of the customer, the Hub and VRS are all being met.
 - Direct supervision of Hub staff located in VRS offices is the responsibility of the Hub Operations Supervisors, not VRS.
- Contract for Benefit Coaching services
- Contract with Centers for Independent Living to fill Benefit Coach role and provide direct oversight of Benefit Coaching services through the VR/IL Collaboration contracts, ensuring that the services are being provided timely and adequately.
- Ensure internal staff training and communications
- Train VR staff to identify customers who could benefit from benefits coaching/planning services and how to make referrals through the VR/IL Collaboration

- Communicate with and ensure staff are trained on the use of Disability Hub MN tools and resources available to staff and customers.

3 Consideration and Payment

Payment will be provided according to the following breakdown of costs:

Budget Category	Budget	Details
Salaries and Benefits	305,500	Lead Trainer Support Specialist Benefits at 30 of salary
Indirect	100,000	
Travel	5,500	Travel to VRS sites, training sites and events
Contracts	588,940	Disability HUB MN Staffing Technology improvement QA/TA Training System Maintenance
Total	\$1,000,000	

The Department of Human Services (DHS) may invoice monthly for actual costs incurred. The total obligation for all compensation and reimbursements to the DHS under this agreement will not exceed \$1,000,000 (One million dollars).

4 Conditions of Payment

All services provided by the Disability Services Division under this agreement must be performed to Vocational Rehabilitation Services' satisfaction, as determined at the sole discretion of Christine McVey, Authorized Representative.

5 Authorized Representative

Vocational Rehabilitation Services' Authorized Representative is Christine McVey, M.S., CRC, Director of Strategic Initiatives and Partnerships (Email: Chris.mcvey@state.mn.us, Phone: 651-259-7357), or his/her successor.

Department of Human Services Authorized Representative is Lesli Kerkhoff, Manager of Disability Services Division, 540 Cedar Street, St. Paul, MN 55101. Phone 651/431-2396. Email: lesli.kerkhoff@state.mn.us.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

**2. Department of Human services
Disability Services Division**

By: *Gina Vitelli*
(With delegated authority)

Title: Director *Deputy Assistant Commissioner*

Date: *10/18/2017*

**3. Department of Employment and Economic
Development
Vocational Rehabilitation Services**

By: *K. Peck*
(with delegated authority)

Title: Director

Date: *10/13/2017*

AMENDMENT FOR INTERAGENCY AGREEMENT

Amendment Number: 2 to IAK% 103034

Grant Contract Start Date: July 1, 2015

Original Grant Contract Expiration Date: June 30, 2017

Current Grant Contract Expiration Date: June 30, 2017

Requested Grant Contract Expiration Date: June 30, 2018

Original Grant Contract Amount: \$1,340,000.00

Total Grant Contract Amount: \$2,094,259.00

Previous Amendment(s) Total: \$125,684.00

Amendment Amount: \$628,575.00

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Economic Assistance and Employment Supports Division ("DHS"); the Minnesota Department of Employment and Economic Development ("DEED"), and the Minnesota's Information Technology at DEED ("MNIT-DEED"), to the interagency agreement between the parties identified as Agreement No. 103034 for the provision of IT services required to support and maintain the Workforce One System ("WF1").

Recitals

WHEREAS, DHS, DEED and MNIT-DEED wish to exercise the option to amend the agreement according to Clause 8. "Amendments" of the original agreement.

WHEREAS, DHS, DEED and MNIT-DEED have agreed to extend the services of the Original Contract for twelve (12) additional months through June 30, 2018.

WHEREAS, DHS, DEED and MNIT-DEED agreed to increase the agreement amount for the satisfactory completion of the agreement; and

Therefore, the parties agree that:

Contract Amendment

In this Amendment, changes to pre-existing Grant Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1: Clause 2. "Consideration and Terms of Payment" section 2.1 "Consideration" is amendment as follows. Section 2.2 "Terms of Payment" remains unchanged.

2.1 Consideration. Consideration for all services performed by DEED pursuant to this agreement shall be paid by DHS as follows:

- A. The total obligation of DHS for all compensation and reimbursement to DEED under this Agreement will not exceed two million ninety-four thousand two hundred fifty nine dollars (2,094,259.00) ~~one million four hundred sixty five thousand six hundred eight four dollars (\$1,465,684.00)~~.
- a. Up to six hundred seventy thousand dollars (\$670,000) ~~each year in state fiscal year 2016 and state fiscal year 2017~~ to partially fund 8.33 Full Time Equivalent positions, maintenance of WF1, including hardware and software, and IT related services as described in Attachment B, AGENCY BUDGET, which is attached, incorporated into and made part of this Agreement.
 - b. Up to six hundred twenty-eight thousand and five hundred seventy-five dollars (\$628,575.00) in state fiscal year 2018 to partially fund resources and maintenance of WF1 including hardware and software, and IT related services as described in Attachment B-2, AGENCY BUDGET, which is attached, incorporated into and made part of this Agreement.
 - ~~b.c.~~ Up to one hundred twenty-five thousand six hundred eighty-four dollars (\$125,684.00) for OnBase functionality for 2000 users and IT related services for the implementation and ongoing maintenance of WF1 EDS as described in Attachment B-1, AGENCY BUDGET, which is attached, incorporated into and made part of this Agreement.
 - ~~b.c.~~ Attachment B, Attachment B-1 and Attachment B-2, AGENCY BUDGET, contains the projected costs for the deliverables specified in this Agreement and in Attachment A, Work Plan. The AGENCY BUDGET shows MNIT-DEED's estimated costs and DHS funding available.
 - ~~b.e.~~ Any unexpended balance in the first year of the Agreement (state fiscal year 2016) will cancel and shall not cross over to the second year of the Agreement (state fiscal year 2017). Unexpended funds remaining at the end of state fiscal year 2017 will cancel and shall not cross over to state fiscal year 2018. Unexpended funds remaining at the end of state fiscal year 2018 will cancel and shall not cross over to state fiscal year 2018.

REVISION 2: Clause 4. "Terms of Agreement" is amended as follows:

4. Terms of Agreement. This agreement shall be effective on July 1, 2015, or upon the date that the final required signature is obtained by DEED and MNIT-DEED, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs earlier, and shall remain in effect through June 30, ~~2018~~2017, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

Funds are available and payable effective July 1, 2015 for services and deliverables performed on or after July 1, 2015 by DEED and MNIT-DEED under this Agreement.

REVISION 3: Attachment B-2 to this amendment is hereby attached and incorporated into the contract.

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT. IF THIS AMENDMENT IS NOT FULLY EXECUTED BEFORE THE EXPIRATION DATE OF THE ORIGINAL CONTRACT, IDENTIFIED AS INTERAGENCY AGREEMENT IAK%103034, THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS ARE HEREBY INCORPORATED INTO THIS AMENDMENT BY REFERENCE.

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: W. Burns

Date: 12-22-17

SWIFT Contract No: IAK 103034

SWIFT PO #: 3-58571

2. DEED

By: [Signature]

Title: DEPT COMMUN

Date: 12/1/17

3. MNIT-DEED

By: [Signature]

With delegated authority

Title: CFO

Date: 12/4/17

4. DHS

By: [Signature]

With delegated authority

Title: EAESD DIRECTOR

Date: 12/7/2017

By: _____

With delegated authority

Title: _____

Date: _____

K

**STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES
INTERAGENCY AGREEMENT**

This Interagency Agreement is entered into by the Commissioners of the (a) Minnesota Department of Employment and Economic Development through the Workforce Development Division, and (b) Minnesota Department of Human Services through the Economic Assistance and Employment Supports Division.

Recitals:

WHEREAS, the Minnesota Department of Human Services through its Economic Assistance and Employment Supports Division (hereinafter the REQUESTING AGENCY) and the Minnesota Department of Employment and Economic Development through its Workforce Development Division (hereinafter the PROVIDING AGENCY) are empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10;

WHEREAS, the REQUESTING AGENCY and PROVIDING AGENCY jointly administer the Supplemental Nutrition Assistance Employment and Training Program (SNAP E&T) designed to provide food support recipients in Minnesota who do not receive other cash assistance with services that will result in employment and self-sufficiency, which is authorized by 7 U.S.C., chapter 51, and Minnesota Statutes, sections 256D.051; 116J.401, subdivisions 2(a)(10); and 116L.86;

WHEREAS, Minnesota Statutes, section 256D.051, subdivision 2a(3) authorizes the REQUESTING AGENCY to accept and supervise the disbursement of any funds that may be provided by the federal government or from other sources for use in the state for SNAP E&T services;

WHEREAS, Minnesota Statutes 256D.051, subdivision 2a(5), requires the REQUESTING AGENCY and the PROVIDING AGENCY to ensure that each component of the SNAP E&T program is delivered through a statewide workforce development system;

WHEREAS, the REQUESTING AGENCY is willing to partially fund PROVIDING AGENCY employee positions that will be responsible for providing the described SNAP E&T services under this Agreement as approved by the United States Department of Agriculture Food and Nutrition Service (FNS);

WHEREAS, the REQUESTING AGENCY and PROVIDING AGENCY agree that it is necessary to share unemployment insurance information to determine who must participate in, and who is exempt from, participation in the SNAP E&T program, as required Minnesota Statutes 256D.051, subdivision 3a.;

Minnesota Department of Employment and Economic Development SNAP IAK% 134780
October 1, 2017, through September 30, 2019

WHEREAS, the REQUESTING AGENCY is authorized to release private data on individuals to administer federal funds or programs under Minnesota Statutes 13.46, subdivision 2(a)(6);

WHEREAS, the parties must share the following data to fulfill the goals and meet the outcomes intended by the Agreement: welfare data on individuals collected, maintained, used, or disseminated by the welfare system; and employment and training data on individuals collected, maintained, used, or disseminated because an individual applies for, is currently enrolled in, or has been enrolled in employment and training programs funded with federal, state, or local resources;

WHEREAS, the purposes for sharing that data is to: (a) verify an individual's identity, determine eligibility, amount of assistance, and the need to provide services to an individual or family across programs, coordinate services for an individual or family and evaluate the effectiveness of programs; (b) administer federal funds or programs; (c) coordinate the employment and training services or determine eligibility or suitability for services from other programs; and (d) monitor the eligibility of the participant for assistance programs, or for any employment or training program administered by those agencies;

WHEREAS, REQUESTING AGENCY is permitted to share the Protected Information with PROVIDING AGENCY pursuant to Minnesota Statutes section 13.46, subdivision 1 and 2(a), and REQUESTING AGENCY is permitted to share private data on individuals under this Agreement according to section 13.47, subdivision 1(a) and subdivision 3(a), and 45 C.F.R. 164.512 (K)(6)(i);

WHEREAS, pursuant to Minnesota Statutes section 268.19, subdivision 1(a)(10), the PROVIDING AGENCY is authorized to release unemployment insurance information to REQUESTING AGENCY; and

WHEREAS, the REQUESTING AGENCY and PROVIDING AGENCY have agreed that the intent of this Agreement is to achieve the goals of SNAP E&T and to comply with relevant state and federal laws by developing roles, responsibilities and coordination between REQUESTING AGENCY and PROVIDING AGENCY with regard to the SNAP E&T program, and to establish procedures for sharing necessary and legally authorized not public data between REQUESTING AGENCY and PROVIDING AGENCY as it relates to SNAP E&T.

NOW, THEREFORE, it is agreed:

Agreement:

1. Duties.

Requesting Agency's Duties and Providing Agency's Duties:

Duties of both parties are detailed in Attachment A, "AGENCY WORKPLAN", which is attached, incorporated by reference into and made part of this Agreement.

2. Consideration and Terms of Payment.

2.1 Consideration. Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY as follows:

- A. The total obligation of REQUESTING AGENCY for all compensation and reimbursement to PROVIDING AGENCY under this Agreement will not exceed two hundred eighty four thousand (\$284,000.00).
 - a. Up to one hundred forty two thousand (\$142,000.00) each year of the Agreement is available to fund 1.0 Full Time Equivalent positions and related indirect costs.
 - b. Any unexpended balance in the first year of the Agreement (federal fiscal year 2018) will cancel and may not cross over to the second year of the Agreement (federal fiscal year 2019).

2.2 Terms of Payment. Payment shall be made by the REQUESTING AGENCY within thirty (30) days after the PROVIDING AGENCY has presented invoices to REQUESTING AGENCY for services performed.

- A. PROVIDING AGENCY will submit at least quarterly invoices for the amount of expenditures to be paid under this Agreement according to the following schedule:

January – March: by April 20th
April – June: by July 20th
July – September: by October 20th
October – December: by January 20th

- B. PROVIDING AGENCY will ensure timely submission of invoices and inform REQUESTING AGENCY if there is a delay that could impact submission of the quarterly FNS-583 Quarterly Report which is due forty-five (45) days after each quarter ends.
- C. Final invoices for each state fiscal year must be received by REQUESTING AGENCY no later than August 10 of each year to guarantee payment from that fiscal year. Invoices received after that date will be paid depending on availability of funds.

3. Conditions of Payment. All services provided by PROVIDING AGENCY pursuant to this agreement shall be performed to the satisfaction of the REQUESTING AGENCY, as determined at the sole discretion of its authorized representative.

4. Terms of Agreement. This agreement shall be effective on October 1, 2017, or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs first, and shall remain in effect through June 30, 2019, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever

occurs first. Funds are available and payable effective October 1, 2017 for services and deliverables performed on or after October 1, 2017 by PROVIDING AGENCY under this Agreement.

5. Cancellation or Termination.

5.1 **Cancellation.** This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. Notwithstanding the preceding sentence, the REQUESTING AGENCY may cancel this Agreement immediately if the PROVIDING AGENCY has breached a material term of this Agreement.

5.2 **Termination for breach.** A material breach of this Agreement shall exist when either Party fails to exert its best efforts to perform the material obligations set forth in this Agreement; and any act or omission by either Party that exposes the non-breaching Party to third party liability for intellectual property infringement, personal injury, or property damage.

Either Party may immediately terminate this Agreement if it determines that cure of the material breach is not possible. However, if possible, the non-breaching Party may opt to provide an opportunity to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful within the time period specified by the non-breaching Party, the non-breaching Party shall terminate this Agreement. If neither termination nor cure is feasible, the non-breaching Party shall report the violation to the U.S. Department of Health and Human Services (HHS), Office for Civil Rights (OCR).

5.3 **Insufficient Funds.** The REQUESTING AGENCY may immediately terminate this Agreement 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 or fax notice to the PROVIDING AGENCY. The REQUESTING AGENCY is not obligated to pay for any services that are provided after notice and effective date of termination. However, the PROVIDING AGENCY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The REQUESTING AGENCY will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The REQUESTING AGENCY must provide the PROVIDING AGENCY notice of the lack of funding within a reasonable time of the REQUESTING AGENCY's receiving that notice.

6. Authorized Representatives. The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is **Jovon Perry**, Jovon.perry@state.mn.us, Director Economic Assistance and Employment Supports Division or her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is **Jeremy Hanson Willis**, jeremy.hanson.willis@state.mn.us, Deputy Commissioner Workforce Development or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

Minnesota Department of Employment and Economic Development SNAP IAK%
October 1, 2017, through September 30, 2019

7. Assignment. Neither the PROVIDING AGENCY nor the REQUESTING AGENCY shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

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

9. Liability. The PROVIDING AGENCY and the REQUESTING AGENCY agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The PROVIDING AGENCY and the REQUESTING AGENCY liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

10. Information Privacy Protection. Information privacy and security shall be governed by the "Data Sharing Agreement Terms and Conditions", which is attached and incorporated into this Agreement as Attachment B, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

11. Other Provisions.

None

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

By: Jovan Perry

Date: 11/3/2017

SWIFT Agreement No: _____

SWIFT PO #: _____

Dora Burns
11/15/17
IAK # 134780
PO # 3-58008

2. PROVIDING AGENCY

By: [Signature]

Title: Deputy Commissioner

Date: 10-27-17

3. REQUESTING AGENCY

By: _____

With delegated authority

Title: _____

Date: _____

REQUESTING AGENCY OF MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

This Interagency Agreement is entered into by the Commissioners of the Minnesota Department of Human Services through the Economic Assistance and Employment Supports Division, and Minnesota Department of Employment and Economic Development through the Workforce Development Division.

Recitals:

WHEREAS, the Minnesota Department of Human Services (hereinafter the REQUESTING AGENCY) is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10;

WHEREAS, the Minnesota Department of Employment and Economic Development (hereinafter the PROVIDING AGENCY) is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10;

WHEREAS, the REQUESTING AGENCY and PROVIDING AGENCY jointly administer the Supplemental Nutrition Assistance Employment and Training Program (SNAP E&T) designed to provide food support recipients in Minnesota who do not receive other cash assistance with services that will result in employment and self-sufficiency, which is authorized by 7 U.S.C. Chapter 51; and Minnesota Statutes sections 256D.051, 116J.401, subdivision 2(a)(10), and 116L.86;

WHEREAS, Minnesota Statutes, section 256D.051, subdivision 2(a)(3) authorizes the REQUESTING AGENCY to accept and supervise the disbursement of any funds that may be provided by the federal government or from other sources for use in the state for SNAP E&T services;

WHEREAS, Minnesota Statutes, section 256D.051, subdivision 2(a)(5), requires the REQUESTING AGENCY and the PROVIDING AGENCY to ensure that each component of the SNAP E&T program is delivered through a statewide workforce development system;

WHEREAS, the REQUESTING AGENCY is willing to reimburse a specified amount of funds for related SNAP E&T activities under the Minnesota's SNAP E&T Plan, as approved by the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS);

WHEREAS, the REQUESTING AGENCY and PROVIDING AGENCY agree that it is necessary to share unemployment insurance information to determine who must participate in, and who is exempt from, participation in the SNAP E&T program, as required Minnesota Statutes 256D.051, subdivision 3a.;

WHEREAS, REQUESTING AGENCY is permitted to share the Protected Information with PROVIDING AGENCY pursuant to Minnesota Statutes, section 13.46, subdivision 1 and 2(a), and REQUESTING

AGENCY is permitted to share private data on individuals under this Agreement according to section 13.47, subdivision 1(a) and subdivision 3(a); and 45 C.F.R. 164.512 (K)(6)(i);

WHEREAS, Minnesota Statutes 268.19, subdivision 1(a)(10), the PROVIDING AGENCY is authorized to release unemployment insurance information to REQUESTING AGENCY;

WHEREAS, the parties must share the following data to fulfill the goals and meet the outcomes intended by the Agreement: welfare data on individuals collected, maintained, used, or disseminated by the welfare system; and employment and training data on individuals collected, maintained, used, or disseminated because an individual applies for, is currently enrolled in, or has been enrolled in employment and training programs funded with federal, state, or local resources;

WHEREAS, the purposes for sharing that data is to: (a) verify an individual's identity; determine eligibility, amount of assistance, and the need to provide services to an individual or family across programs; coordinate services for an individual or family; evaluate the effectiveness of programs; (b) administer federal funds or programs; (c) coordinate the employment and training services or determine eligibility or suitability for services from other programs; and (d) monitor the eligibility of the participant for assistance programs, or for any employment or training program administered by those agencies;

WHEREAS, the REQUESTING AGENCY and PROVIDING AGENCY have agreed that the intent of this Agreement is to achieve the goals of SNAP E&T and to comply with relevant state and federal laws by developing roles, responsibilities and coordination between REQUESTING AGENCY and PROVIDING AGENCY in regards to the SNAP E&T program, and to establish procedures for sharing necessary and legally authorized not public data between REQUESTING AGENCY and PROVIDING AGENCY as it relates to SNAP E&T;

NOW, THEREFORE, it is agreed:

1. Duties:

1.1 Requesting Agency's Duties and Providing Agency's Duties:

Duties of both parties are detailed in Attachment A, "AGENCY WORKPLAN", which is attached, incorporated into and made part of this Agreement.

2. CONSIDERATION AND TERMS OF PAYMENT

2.1 Consideration. Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY as follows:

- A. The total obligation of REQUESTING AGENCY for all compensation and reimbursement to PROVIDING AGENCY under this Agreement will not exceed three million two hundred fifty seven thousand two hundred and six dollars (\$3,257,206.00), subject to SNAP E&T 50-50 federal funding restrictions and approvals:

Minnesota Department of Employment and Economic Development
SNAP E&T 50-50 Funds October 1, 2016 – September 30, 2018

- a. Up to three million one hundred thirty seven thousand five hundred dollars (\$3,137,500.00) are available for SNAP E&T activities under the Minnesota's SNAP E&T Plan, as approved by FNS, through PROVIDING AGENCY'S Equity Grantees.
 - b. Up to one hundred nineteen thousand seven hundred and six dollars (\$119,706.00) are available for PROVIDING AGENCY's administration of Equity Grantees as detailed in Attachment B, incorporated into and made a part of this Agreement.
- B. PROVIDING AGENCY may not use funds for services or activities prohibited by FNS and by Title 2 of the C.F.R. 200 Uniform Administrative Requirements. All provisions in the Uniform Administrative requirements, costs principles, and audit requirements for federal awards are applicable to PROVIDING AGENCY and PROVIDING AGENCY's equity grantees.
- C. REQUESTING AGENCY shall not reimburse PROVIDING AGENCY for any costs determined by REQUESTING AGENCY to be unallowable, as defined by FNS SNAP E&T rules and regulations, and any subsequent updates to these rules, regulations and guidelines during the period of this Agreement.
- D. PROVIDING AGENCY shall ensure there is no duplication of benefits and/or services provided to SNAP recipients through State's SNAP E&T funds; and that PROVIDING AGENCY's funds are expended on allowable activities for SNAP eligible families.
- E. PROVIDING AGENCY's fifty (50) percent Federal Financial Participation match requirements must be from nonfederal sources and not matched for another purpose.
- F. Release of funding under this Agreement to PROVIDING AGENCY is subject to actual receipt of appropriated funds from FNS and approval by REQUESTING AGENCY of PROVIDING AGENCY's request for reimbursement. Reimbursements for Quarter 1 (October-December 2016) and Quarter 2 (January-March 2017) will be reviewed jointly by REQUESTING AGENCY and PROVIDING AGENCY to ensure payments made by PROVIDING AGENCY are accurate and appropriate. REQUESTING AGENCY will review subsequent requests and approve subject to provisions B and through E above.
- G. Any unexpended balance in the first year of the Agreement (federal fiscal year 2017) will cancel and may not cross over to the second year of the Agreement (federal fiscal year 2018). Any unexpended balance in the first year of the Agreement (federal fiscal year 2018) will cancel.

2.2 Terms of Payment. Payment shall be made by the REQUESTING AGENCY within thirty (30) days after the PROVIDING AGENCY has presented invoices for services performed to REQUESTING AGENCY.

- A. PROVIDING AGENCY will submit at least quarterly invoices for the amount of expenditures to be paid under this Agreement. Invoices must breakdown the matched funds related to equity

grantee expenditures and PROVIDING AGENCY's administration expenditures according to the following schedule:

October – December by January 20th

January – March by April 20th

April – June by July 20th

July – September by October 20th

- B. PROVIDING AGENCY will ensure timely submission of invoices and inform REQUESTING AGENCY if there is a delay in submission that could impact REQUESTING AGENCY's quarterly FNS-583 Quarterly Report which is due forty-five (45) days after each quarter ends. The fact of payment of any item shall not preclude REQUESTING AGENCY from questioning the propriety of any item.
- C. Final invoices for each state fiscal year must be received by REQUESTING AGENCY no later than August 10 of each year to guarantee payment from that fiscal year. Invoices received after that date will be paid depending on availability of funds.
- D. PROVIDING AGENCY must reimburse REQUESTING AGENCY upon demand, or REQUESTING AGENCY may deduct from future payments under this Agreement, the following:
 - a. Any amounts received by PROVIDING AGENCY from REQUESTING AGENCY for services which have been inaccurately reported or are found to be unsubstantiated or unallowable.
 - b. Any amounts paid by PROVIDING AGENCY to a sub-grantee not authorized in writing by REQUESTING AGENCY.
 - c. Any amounts paid by PROVIDING AGENCY to a sub-grantee for duplicate services covered by other specific grants or contracts, or amounts determined by REQUESTING AGENCY as non-allowable under the SNAP E&T Plan.

3. Conditions of Payment. All services provided by PROVIDING AGENCY pursuant to this agreement shall be performed to the satisfaction of the REQUESTING AGENCY, as determined at the sole discretion of its authorized representative.

4. Terms of Agreement. This agreement shall be effective on October 1, 2016, or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through September 30, 2018, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first. Funds are available and payable effective October 1, 2016 for services and deliverables performed on or after October 1, 2016 by PROVIDING AGENCY under this Agreement.

5. Cancellation. This agreement may be canceled by the REQUESTING AGENCY or PROVIDING AGENCY at any time, with or without cause, upon thirty (30) days written notice to the other party. In

the event of such a cancellation, the PROVIDING AGENCY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. Authorized Representatives. The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Jovon Perry, Economic Assistance and Employment Supports Director or her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Jeremy Hanson Willis, Deputy Commissioner or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

7. Assignment. Neither the PROVIDING AGENCY nor the REQUESTING AGENCY shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

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

9. Liability. The PROVIDING AGENCY and the REQUESTING AGENCY agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The PROVIDING AGENCY and the REQUESTING AGENCY liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

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 C, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. Other Provisions.

None

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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

APPROVED:

1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

By: *Lola Burns*

Date: 5-12-17

SWIFT Contract No: IAK 124840

SWIFT PO #: 3000052189

2. PROVIDING AGENCY

By: *JMN*

Title: Deputy Commissioner

Date: 5.5.17

3. REQUESTING AGENCY

By: *Jason Perry*

With delegated authority

Title: EAESO DIRECTOR

Date: 5/16/2017

AMENDMENT FOR INTERAGENCY AGREEMENT

Amendment Number: 2 to GRK% 90854

Grant Contract Start Date: April 1, 2015

Original Grant Contract Expiration Date: December 31, 2015

Current Grant Contract Expiration Date: December 31, 2017

Requested Grant Contract Expiration Date: N/A

Original Grant Contract Amount: \$900,000.00

Total Grant Contract Amount: \$1,900,000.00

Previous Amendment(s) Total: \$0.00

Amendment Amount: \$1,000,000.00

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Economic Assistance and Employment Supports Division ("DHS") and the Minnesota Department of Employment and Economic Development ("DEED"), to the interagency agreement between the parties identified as Agreement No. 90854 to expand DEED's Summer Youth Work Experience to teen parents and younger adults on the Minnesota Family Investment Program (MFIP); and

Recitals

WHEREAS, DHS and DEED wish to exercise the option to amend the agreement according to Clause IX. "Amendments" of the original agreement; and

WHEREAS, STATE and GRATEE have agreed to increase the contract amount for the satisfactory completion of the Agreement; and

Therefore, the parties agree that:

Contract Amendment

In this Amendment, changes to pre-existing Grant Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1: Clause III. "CONSIDERATION AND TERMS OF PAYMENT" is amended as follows:

I. DEED'S DUTIES. DEED shall:

A. Consideration for all services performed by DEED pursuant to this agreement shall be paid by the DHS as follows:

Program Year 2015 (4/1/2015 – 12/31/2015)	\$300,000
Program Year 2016 (4/1/2016 – 12/31/2016)	\$300,000
Program Year 2017 (4/1/2017 – 12/31/2017)	\$300,000 <u>\$1,300,000</u>

Unspent funds remaining at the end of State Fiscal Year (SFY) 2015 are available in SFY 2016 but must be expended by December 31, 2015. Unspent funds remaining at the end of SFY 2016 are available in SFY 17 but must be expended by December 31, 2016. Unspent funds remaining at the end of SFY 2017 are available in SFY 2018 but must be expended by December 31, 2017.

- B. Total obligation of DHS for all compensation and reimbursements to DEED shall not exceed ~~nine hundred thousand dollars (\$900,000)~~ one million nine hundred thousand dollars (\$1,900,000.00).
- C. Terms of Payment. Payments shall be made by DHS promptly after DEED's presentation of invoices and supplemental information for services performed and acceptance of such services by DHS. Invoices shall be submitted according to the following schedule:

- January – March by April 20th
- April – June by July 20th
- July – September by October 20th
- October – December by January 20th

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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


By: 

Date: 7-26-17

SWIFT Contract No: IAK 90854

SWIFT PO #: 3-54989

2. DEED

By: 

Title: Director, Employment and Training Programs

Date: 7/12/17

3. DHS

By: 
With delegated authority

Title: EAESD DIRECTOR

Date: 7/20/2017

REQUESTING AGENCY OF MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

This Interagency Agreement, and amendments and supplements, is between the Minnesota Department of Human Services through its Economic Assistance and Employment Supports Division (hereinafter "DHS"), and Minnesota Department of Employment and Economic Development (hereinafter "DEED").

Recitals:

WHEREAS, DHS, pursuant to Minnesota Statutes, section 256.01, subd. 2(6), is empowered to enter into contracts for the following services: Funding projects that test innovative approaches to improving outcomes for Minnesota Family Investment Program (MFIP) participants, family stabilization services and persons at risk of receiving MFIP;

WHEREAS, DHS is in need of the following services: An expansion of DEED's Summer Youth Work Experience to enable youth to gain exposure to the working world and its requirements; and provide opportunities for career exploration and skill development;

WHEREAS, DEED is the state's principal economic development agency with programs that provide training and support services for youth;

WHEREAS, the DHS and DEED are empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

WHEREAS, Minn. Stat. § 13.46, subdivision 1(c), allows DHS to enter into agreements to make another entity part of the "welfare system, and it is the intention that DEED be made part of the welfare system for the limited purpose described in this Agreement; and

WHEREAS, DEED represents that it is duly qualified and willing to perform the services set forth in this Agreement.

NOW, THEREFORE, it is agreed:

1. Duties:

1.1 DEED's DUTIES: DEED shall:

- A. Utilize existing youth projects through the Workforce Development Areas/Local Workforce Development Boards/Youth Committees (WDAs/LWDBs/Youth Committees) to provide work experiences as described in **Attachment A**, which is incorporated into this agreement and made part of this Agreement, to the following participants:

REQUESTING AGENCY OF MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT WORKSHEET (Not Part of the Agreement)

Originator of agreement, complete this section:

Total amount of interagency agreement: \$1,300,000

Proposed Start Date: 05/01/2018

Proposed End Date: 12/31/2018

SFY__ - SWIFT FinDeptID: H55EB _____ \$ _____ amount

If multiple FinDeptID's will be used to fund this, fill that in below and then define the split between funds.

SFY18 - SWIFT FinDeptID: H55EB 3 1 1 2 1 \$650,000 amount

SFY19 - SWIFT FinDeptID: H55EB 3 1 1 2 1 \$650,000 amount

Reference the contract number and purchase order number assigned below when processing invoices for this agreement. Send invoices to FOD – 0940

Contract Coordinator, complete this section:

SWIFT Vendor # for Other State Agency: B220000000

SWIFT Contract #: IAK % 140235

SWIFT Purchase Order #: 3000059998

Buyer Initials: DB Date Encumbered: 4-9-18

Individual signing certifies that funds have been encumbered as required by MS § 16A15.

1. Teen parents, ages 16 through 24, who are receiving MFIP benefits during the Summer Youth Program; and
 2. Younger youth, ages 14 through 18, who are on the cash grant in MFIP households during the Summer Youth Program.
- B. Agree to meet and work with the STATE to establish evaluation and data collection duties and responsibilities within ninety (90) days of the execution of this Contract, to be performed by DEED including grant monitoring activities. The above referenced duties will be incorporated into and made part of this Contract as an amendment through the State Amendment process outlined in Section 8 of this Contract.
- C. Cooperate with all evaluation efforts as directed by the STATE including site visits and interviews with staff and managers, as described in the forthcoming Amendment regarding evaluation and data collection duties and responsibilities
- D. Ensure WDAs/LWDBs/Youth Committees reach out to, and accept referrals from, any MFIP Employment Services and Tribal Employment Services provider agencies based on funding availability and program eligibility criteria. Ensure regular communication related to the referral and enrollment process between DEED and WDAs/LWDBs/Youth Committees, Counties, MFIP Services Providers and Tribal Employment Services provider agencies.
- E. Use the monthly list of potentially eligible teen parents and younger adults produced by DHS to determine who might enroll in the Summer Youth Program. The list contains the following information:
1. Eligibility Group (1 or 2 in section A above)
 2. Youth's MAXIS Person Master Index (PMI) number
 3. Youth's name
 4. Youth's age
 5. MAXIS case number
 6. Residence county
 7. Case address and phone number
- F. Agree to work with DHS to develop data collection, reporting methods, and record data in a format agreed upon with DHS, as specified in **Attachment B**, which is incorporated and made part of this Agreement.
- G. Inform and remind Summer Youth Providers, and WDAs/LWDBs/Youth Committees of MFIP income limits and exclusions for MFIP Participants who are 20-24 or are not in school and served by the Summer Youth Program as defined by Minnesota Statutes 247J.21, Subdivision 2 (26)(27)
- H. Act as the fiscal agent on behalf of the WDAs/LWDBs/Youth Committees:
1. Make payments in the form of reimbursement of allowable expenditures to WDAs/LWDBs/Youth Committees and submit invoices to DHS on a quarterly basis based on previous quarter's expenses

and data identified in **Attachment B**.

2. Enter into sub-contract agreements with WDAs/LWDBs/Youth Committees to provide Summer Youth Work Experience services as specified in their work plans.
 3. Participants in the Summer Youth Program must meet one of the eligibility criteria under A.1-2 at enrollment for funds to be reimbursed by DHS. Participants would continue in the job until the date it was scheduled to be completed regardless of changes to participant or family's status on MFIP. Eligibility must be confirmed again if participants finish out the job and begin a new one.
- I. Provide the WDAs/LWDBs/Youth Committees and DHS with instructions on where and how to enter the data listed in **Attachment B**, ensure WDAs/LWDBs/Youth Committees maintain a current record of activity for each program participant using the Workforce One local program code approved by the DHS, and keep the referring MFIP Employment Services provider apprised of the activities taking place with the participants who are on MFIP including with data identified in **Attachment B**.
 - J. Upon completion of the program, provide the DHS with statistical data to follow the progress of the program including selected demographics such as: program enrollment including the number of MFIP participants served; work experience position; average payment amount; activities and services including type of credentials obtained; average wage; and average number of hours worked per participant.

1.2. DHS's DUTIES. DHS shall:

- A. Provide information to counties and local MFIP Employment services and Tribal Employment services agencies informing them of the program and providing WDAs/LWDBs/Youth Committees contact information.
- B. Produce and send electronically to DEED, during the first week of every month, a list of potentially eligible teen parents and younger adults who might enroll in the Summer Youth Program containing the following information:
 1. Eligibility Group (1 or 2 in section A above)
 2. Youth's MAXIS Person Master Index (PMI) number
 3. Youth's name
 4. Youth's age
 5. MAXIS case number
 6. Residence county
 7. Case address and phone number

2. CONSIDERATION AND TERMS OF PAYMENT

2.1 Consideration. Consideration for all services performed by DEED pursuant to this agreement shall be paid by DHS as follows:

- A. Consideration for all services performed by DEED pursuant to this agreement shall be paid by the DHS as follows:

Program Year 2018 (5/1/2018 – 12/31/2018) \$1,300,000

Unspent funds remaining at the end of SFY 2018 are available in SFY 2019 but must be expended by December 31, 2018.

- B. Total obligation of DHS for all compensation and reimbursements to DEED shall not exceed one million, three hundred thousand dollars (\$1,300,000).

2.2 Terms of Payment. Payment shall be made by DHS promptly within 30 days after DEED has presented invoices and supplemental information for services performed and acceptance of such services by DHS in accordance with the following schedule:

<u>Service Period</u>	<u>Invoice Due</u>
January – March	by April 20th
April – June	by July 20th
July – September	by October 20th
October – December	by January 20th

3. Conditions of Payment. All services provided by DEED pursuant to this agreement shall be performed to the satisfaction of DHS, as determined at the sole discretion of its authorized representative.

4. Terms of Agreement. This agreement shall be effective on May 1, 2018, or upon the date that the final required signature is obtained by DEED, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2018, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

5. Cancellation. This agreement may be canceled by DHS or DEED at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, DEED shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. Authorized Representatives. DHS authorized representative for the purposes of administration of this agreement is Jovon Perry, jovon.perry@state.mn.us or her successor. DEED authorized representative for the purposes of administration of this agreement is Jeremy Hanson Wills, Jeremy.Hanson.Wills@state.mn.us or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

7. Assignment. Neither DEED nor DHS shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

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

9. Liability. DEED and DHS agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. DEED's and DHS's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

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

11. Other Provisions. None

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(Signature Page Follows).

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

APPROVED:

1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

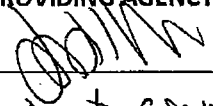
By: 

Date: 4-9-18

SWIFT Contract No: IAK 140235

SWIFT PO #: 3000059998

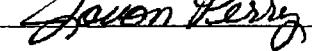
2. PROVIDING AGENCY

By: 

Title: Deputy Commissioner

Date: 4-20-18

3. REQUESTING AGENCY

By: 

With delegated authority

Title: EAESO DIRECTOR

Date: 4-23-2018

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

Contracting, Procurement & Legal Compliance, Contracts Unit- #0238

ATTACHMENT A

DEFINITION OF WORK EXPERIENCES

**(from Workforce Innovation and Opportunity Act "WIOA" Final Rules
20 CFR 681.600)**

- (a) Work experiences are a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience may take place in the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law, exists. Consistent with § 680.840, funds provided for work experiences may not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage. Work experiences provide the youth participant with opportunities for career exploration and skill development.

- (b) Work experiences must include academic and occupational education. The educational component may occur concurrently or sequentially with the work experience. Further academic and occupational education may occur inside or outside the work site.

- (c) The types of work experiences include the following categories:
 - (1) Summer employment opportunities and other employment opportunities available throughout the school year;
 - (2) Pre-apprenticeship programs;
 - (3) Internships and job shadowing; and
 - (4) On-the-job training opportunities as defined in WIOA sec. 3(44) and in § 680.700.

AMENDMENT FOR INTERAGENCY AGREEMENT

Amendment Number: 3 to IAK% 66887

Grant Contract Start Date: September 1, 2013

Original Grant Contract Expiration Date: March 31, 2015

Current Grant Contract Expiration Date: June 30, 2016

Requested Grant Contract Expiration Date: December 31, 2018

Original Grant Contract Amount: \$125,000.00

Total Grant Contract Amount: \$1,500,000.00

Previous Amendment(s) Total: \$375,000.00

Amendment Amount: \$1,000,000.00

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Economic Assistance and Employment Supports Division ("REQUESTING AGENCY") and the Minnesota Department of Employment and Economic Development ("PROVIDING AGENCY"), to the interagency agreement between the parties identified as Agreement No. 66887 to extend DEED's FastTRACT to Minnesota Family Investment Participants ("MFIP"); issue funds to successful grantees under the FastTRAC initiative and to provide strategic planning and oversight in the grantee selection process.

Recitals

WHEREAS, REQUESTING AGENCY and PROVIDING AGENCY wish to exercise the option to amend the agreement according to Clause VII. "Amendments" of the original agreement; and

WHEREAS, the parties have agreed to extend the services of the agreement through December 31, 2018; and

WHEREAS, REQUESTING AGENCY and PROVIDING AGENCY agree to increase the agreement amount to contribute towards FastTRAC grant awards to successful FastTRAC grantees; and

WHEREAS, REQUESTING AGENCY and PROVIDING AGENCY have agreed to revise the duties of the agreement for the remaining term of the agreement through December 31, 2018;

Therefore, the parties agree that:

Contract Amendment



Minnesota Department of **Human Services**

May 9, 2016

Rick Caligiuri
Director Unemployment Insurance/Workforce Development Division
Department of Employment and Economic Development (DEED)
1st National Bank Building
332 Minnesota Street, Suite E200
Saint Paul, MN 55101-1351

Dear Mr. Caligiuri:

Enclosed is an original copy of the executed Amendment No. 3 to the interagency agreement IAK%66887 between DEED and the Department of Human Services for the FastTRAC project.

The effective date of the contract is September 1, 2013 through December 31, 2018. The total amount of the contract is \$1,000,000.

If you have any questions or concerns, please contact me at the phone number below, or e-mail erika.nicholson@state.mn.us.

Sincerely,

Erika Nicholson
Operations Manager
MN Department of Human Services
P.O. Box 64951
St. Paul, MN 55164-0951
Office: 651-431-3992

In this Amendment, changes to pre-existing Grant Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1: Clause I. "PROVIDING AGENCY'S DUTIES" is amended as follows:

1. PROVIDING AGENCY may use up to ~~\$500,000~~ one million five hundred thousand dollars 1,500,000.00 over the term of this agreement to issue funds to successful grantees under the FastTRAC initiative.
2. PROVIDING AGENCY will award funds to FastTRAC grantees and will:
 - A. Ensure that all Temporary Assistance to Needy Families (TANF) eligibility requirements for reimbursement are met, as stipulated in 45 CFR Parts 260 through 265, title 1 Public Law 104-193 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and Public Law 109-171, the Deficit Reduction Act of 2005.
 - B. Ensure that funds will be used only for meeting the second purpose of TANF: Self-sufficiency.
 - C. Ensure that funds used to meet the second purpose of TANF (self-sufficiency) meet the following requirements:
 1. Families served must have an income at or less than 200 percent of the Federal Poverty Guidelines.
 2. The family must consist of a pregnant woman or child up to the age of 18, or under the age of 19 if a full-time student in a secondary school or pursuing a full-time secondary level course of vocational or technical training designed to train students for gainful employment AND is composed of at least one caregiver.
 3. All members of the household must be citizens or eligible non-citizens as defined under the Personal Responsibility and Work Reconciliation Act of 1996, Public Law 104-193.
 - D. Ensure that all grantees will collect and retain information necessary to meet federal and state audit requirements.
 - E. Respond timely to all TANF reporting and billing requirements.
3. PROVIDING AGENCY will work with REQUESTING AGENCY to provide strategic planning and oversight in the ~~grantee selection process~~ request for proposals development and grant proposal review and grantee selection process. PROVIDING AGENCY will provide REQUESTING AGENCY with an initial report on types of services and initiatives implemented as a result of the RFP including names of service grantees.

4. PROVIDING AGENCY will act as fiscal agent including payments in the form of reimbursement of allowable expenditures to FastTRAC grantees and submitting quarterly invoices for the amount of expenditures to be paid under this Agreement.
 - A. Enter into sub-contract agreements with grantees to provide FastTRACT services as specified in grantees' proposals and work plans.
 - B. Make payments in the form of reimbursement of allowable expenditures to FastTRAC grantees and submit invoices to REQUESTING AGENCY on a quarterly basis based on previous quarter's expenses and ensure grantees maintain a current record of activity for each program participant served.
5. PROVIDING AGENCY will ensure FastTRAC grantees reach out to, and accept referrals from any MFIP Employment Services and Tribal Employment Services provider agencies and ensure regular communication related to the referral, enrollment process, and progress of participants between FastTRAC grantees and Counties, MFIP Services Providers and Tribal Employment Services provider agencies.
6. Upon completion of each funding cycle, provide the REQUESTING AGENCY with statistical data to follow the progress of the program including selected demographics; program enrollment including number of MFIP participants served; career pathways and training, activities and services including type of credentials obtained. PROVIDING AGENCY will work with REQUESTING AGENCY to develop data collection, reporting methods, and record data in a format agreed upon with REQUESTING AGENCY, which will be incorporated and made part of this Agreement. Providing Agency will work with Requesting Agency to review the data sharing terms in this agreement and revise and update those terms as necessary to comply with REQUESTING AGENCY data sharing policies.
7. PROVIDING AGENCY will meet and work with REQUESTING AGENCY to establish an annual report on the individuals served and type of services under this Agreement and a data collection method to explore ways to share early findings regarding the potential intersections of shared outcomes. The above referenced report and data collection method will be incorporated into and made part of this Agreement.
8. PROVIDING AGENCY will meet at least annually with REQUESTING AGENCY'S authorized representative or her designee. REQUESTING AGENCY will determine the meeting frequency, format and content that best meet REQUESTING AGENCY'S needs in informing PROVIDING AGENCY'S activities, numbers served, type of services, outcomes of the grant, and to share information learned in the evaluation conducted of FastTRAC.

REVISION 2: Clause II. "CONSIDERATION AND TERMS OF PAYMENT" is amended as follows:

- A. Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY as follows:

The total obligation of the REQUESTING AGENCY for all compensation and reimbursement to PROVIDING AGENCY will not exceed ~~\$500,000~~ one million five hundred thousand dollars \$1,500,000.00.

Amendment amount:

<u>CY 2016</u>	<u>CY 2017</u>	<u>CY 2018</u>	<u>Total</u>
<u>January 1 - December 31, 2016</u>	<u>January 1- December 31, 2017</u>	<u>January 1- December 31, 2018</u>	<u>Amendment 3</u>
<u>\$250,000.00</u>	<u>\$500,000.00</u>	<u>\$250,000.00</u>	<u>\$1,000,000.00</u>

1. PROVIDING AGENCY will submit at least quarterly invoices for the amount of expenditures to be paid under this agreement. The invoice must list separately the expenditures by Program Costs and Administrative Costs for which it was used.
 - a. The first invoice will be submitted by the Providing Agency for the months of September 2013 through December 2013.
 - b. Subsequent invoices will be submitted by the Providing Agency on a quarterly basis.

2. The invoice that ends in fiscal year 2014 must be received by the REQUESTING AGENCY no later than August 5, 2014 to guarantee payment from that fiscal year; the invoice that ends in fiscal year 2015 must be received by the REQUESTING AGENCY no later than August 5, 2015 to guarantee payment from that fiscal year; ~~and~~ the invoice that ends in December 31, 2015 must be received by the REQUESTING AGENCY no later than January 20, 2016; the invoice that ends in December 31, 2016 must be received by the REQUESTING AGENCY no later than January 20, 2017; the invoice that ends in December 31, 2017 must be received by the REQUESTING AGENCY no later than January 20, 2018; and the invoice that ends in December 31, 2018 must be received by the REQUESTING AGENCY no later than January 20, 2019. Invoices received after that date will be paid depending on availability of funds.

3. Depending on availability of funds, unexpended funds from fiscal year 2014 will be available for expenditure under this contract in state fiscal year 2015. Unexpended funds from fiscal year 2015 will be available for expenditure under this contract in state fiscal year 2016. Unexpended funds from fiscal year 2016 will be available for expenditure under this contract in state fiscal year 2017 but must be spent by December 31, 2016, unexpended funds from fiscal year 2017 will be available for expenditure in state fiscal year 2018 but must be spent by December 31, 2017, and unexpended funds from fiscal year 2018 will be available for expenditure under this contract in state fiscal year 2019 but must be spent by December 31, 2018. Expenditures must be allowable under the Temporary Assistance for Needy Families program.

REVISION 3. Clause IV. "TERM OF AGREEMENT" is amended as follows:

This agreement shall be effective on September 1, 2013, or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, Section 16C.05, Subd 2, whichever occurs later, and shall remain in effect through ~~June 30, 2016~~ December 31, 2018, or until all obligations set forth in this agreement have been satisfactory fulfilled, whichever occurs first.

REVISION 4: Clause VI. 'AUTHORIZED REPRESENTATIVES' is amended as follows:

- A. **DHS Authorized Representative:** For the purposes of administering this Agreement, REQUESTING AGENCY's authorized representative is ~~Mark Toogood~~ or his Jovon Perry or her successor.
- B. **DEED Authorized Representative:** For the purposes of administering this Agreement, PROVIDING AGENCY's authorized representative is ~~Cynthia Bauerly~~ Rick Caligiuri, Unemployment Insurance Director and Interim Workforce Development Division Director or his successor.
- C. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: [Signature]

Date: 4-1-16

SWIFT Contract No: IAK66887

SWIFT PO #: 3000038688

2. DEED

By: [Signature]

Title: Director, Workforce Dev.

Date: 4/10/16

3. DHS

By: [Signature]
With delegated authority

Title: EAESD DIRECTOR

Date: 4/8/2016

Minnesota Department of Employment and Economic Development

Data Sharing Agreement

This agreement is between the Minnesota Department of Employment and Economic Development (“DEED”) and the Minnesota Department of Human Services, Health Care Eligibility Operations (“DHS”).

Purpose of Agreement

The Department of Human Services, Health Care Eligibility Operations (HCEO) division would like to access DEED’s Unemployment Insurance (UI) wage data to help in determining new and ongoing eligibility for Minnesota Health Care Programs (MHCP), specifically MinnesotaCare, Minnesota Family Planning Program and Medical Assistance. 200 state staff will access this data on a daily basis to examine approximately 9,000 cases a month. Cases may include all adults in a household and require annual review. As part of the application process HCEO collects personally identifiable information on applicants sufficient to produce a name and Social Security number (SSN) match with UI data.

Recitals

1. Under Minn. Stat. § 116J.035 subd. 6 DEED is empowered to enter into income contracts.
2. Under Minn Stat § 268.19 Unemployment Insurance (UI) data is designated as private data on an individual and nonpublic data not on individuals.
3. Under Minn Stat § 268.19 subd 1(a) 9 Unemployment Insurance (UI) data may be disclosed to the state welfare agency to determine program eligibility.
4. DEED represents that it is duly qualified and agrees to provide the services described in this contract.

General Provisions

DEED will allow access to UI wage data via the Teradata Warehouse (TDW). DHS will develop access methods to TDW for its staff. Access method will be via DHS’s Shared Master Index (SMI) and will use Personal Master Index numbers to query wage and employer data in TDW. Results will not display SSN. MCRE staff will validate name match and allow for appeal of any determinations made with DEED data.

DEED agrees to use reasonable efforts to ensure that the data provided is accurate. However, DHS acknowledges that the information provided by DEED under the terms of this Agreement may contain inaccuracies because of errors made by employers in their reports to DEED, inaccurate input of data, software/computer problems or other causes whether known or unknown. DEED shall not be responsible or liable for any errors contained in such data.

Contract

1 Term of Contract

Effective date: January 1, 2016, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

Expiration date: December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Duties

DHS will, in general:

Build access method to wage data in TDW for HCEO staff so that access is limited and auditable

Data Exchange Agreement (Rev. 3/09) Page 2 of 4

Use DEED data only as provided in this agreement

Train all staff with access to DEED data on the rules of use and privacy requirements

Manage access and use of data and maintain file of signed and DEED-approved data responsibility statements on all staff and contractors with access to DEED data

Submit files of participant information as specified in this agreement

Supply DEED with audit logs upon request

Compensate DEED for the cost of providing data

DEED will, in general:

Refresh wage data on a weekly basis

Provide limited assistance with access and use of data

Allow HCEO staff access to the wage and employer data in TDW sufficient to determine eligibility for MHCP

3 Payment

The annual cost to provide this data in TDW is estimated to be approximately \$500 of staff and computer time.

The total obligation of DHS for all compensation and reimbursements to DEED under this contract is \$1,500. Payment will be made in advance of work performed. DHS will be invoiced upon signing the agreement and every January that agreement is in effect. Payment is due in 30 days.

Deed will submit invoice to:

Tammy Smith

Minnesota Department of Human Services

PO Box 64838, St. Paul, MN 55164-0838

tamara.smith@state.mn.us 651-431-2296

Invoices may be sent via SWIFT

DHS will remit timely payment to:

DEED Financial Services

332 Minnesota Street, Suite E200

St. Paul, MN 55101

Reference agreement number **DHS MCRE 13-007**

4 Authorized Representatives

DEED Authorized Representative is Blake Chaffee, Deputy Commissioner, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, 651-259-7161, blake.chaffee@state.mn.us or his successor.

DHS' Authorized Representative is Tammy Smith, HCEO Director, Minnesota Department of Human Services, PO Box 64838 St. Paul, MN 55164-0838, 651-431-2296, tamara.smith@state.mn.us or her successor.

5 Amendments, Waiver, and Contract Complete

5.1 Amendments

Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

5.2 Waiver Data Exchange Agreement (Rev. 3/09) Page 3 of 4

If DEED fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

5.3 Contract Complete

This contract contains all negotiations and agreements between DEED and DHS. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7 Government Data Practices

DHS must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by DEED under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either DHS or DEED.

Data and information provided by DEED will not be shared by DHS with a third party. If DHS receives a request to release the data referred to in this Clause, DHS must immediately notify DEED. DEED will give DHS instructions concerning the release of the data to the requesting party before the data is released.

Information, regardless of format, will be stored and processed in such a way that prevents unauthorized access, including remote access. Employees and contractors of DHS will be informed of the sensitive nature of the information and proper handling and safeguard procedures. They will be instructed as to the consequences of improper use and will attest in writing to the policies and procedures regarding confidentiality of the data they receive from DEED.

The data supplied by DEED to DHS will only be used for the agreed upon purpose and will be destroyed at the end of the project. If there is a breach in security of the data, DHS will notify DEED immediately, assume responsibility for any remedial action, and pay all costs associated with mitigation.

Additionally, DHS is required to abide by rigorous procedures to protect the confidentiality of data and to ensure that all confidential UI information will be safeguarded, as required by 20 CFR (Code of Federal Regulations) 603.9, against unauthorized access or re-disclosure. Specifically DHS agrees to:

1. Use the data only for the specific purpose requested in this agreement, and not re-disclose the data for any other purpose, except those required by law.
2. Take precautions to ensure that only authorized personnel have access to the computer systems in which the data is stored.
3. Make the data accessible only to those DHS staff who require the data in the official performance of their job duties. All data will be kept in the strictest confidence and will be made available to DHS staff on a "need-to-know" basis.
4. Instruct all staff with access to the data on the confidentiality requirements of this Agreement, the applicable Federal and State confidentiality requirements, and the sanctions specified by State law for unauthorized disclosure of information. Sign an acknowledgement that all personnel with access to the information will be so instructed.
5. Transmit the data by a secure method and encrypt all personally identifiable information (PII) during receipt, transmission, storage, maintenance, and use.
6. Notify DEED of any breach of security or system changes (hardware or software).
7. Destroy the data, according to procedures, if any, specified by DEED, when the project is completed, with the exception of public use data files, which will be stripped of all personal identifiers. Data Exchange Agreement (Rev. 3/09) Page 4 of 4
8. Maintain a system sufficient to allow an audit of compliance with these safeguard provisions.

9. Give access to DEED for on-site inspection to make sure that the requirements of the State's law and this Agreement are met. Such inspections shall be the sole expense of DHS.

10. Adhere to subsequent U.S. Department of Labor and State guidelines on data handling during all phases of the project.

8 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the DEED Authorized Representative.

9 Audit

Under Minn. Stat. § 16C.05, sub d. 5, DHS' books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by DEED and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years. DHS' data handling and security processes and procedures are also subject to audit.

10 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

12 Contract Signatures DHS-HCEO

By: 

Delegated Authority:

Title: Assistant Commissioner

Date: 7/20/16

DEED

By: 

Delegated Authority: Blake Chaffee

Title: Chief Financial Officer

Date: 7/28/16

AMENDMENT FOR INTERAGENCY AGREEMENT

Amendment Number 1 to IAK%82787

Contract Start Date: July 1, 2014

Original Interagency Agreement Expiration Date: June 30, 2016

Current Interagency Agreement Expiration Date: June 30, 2016

Requested Interagency Agreement Expiration Date: June 30, 2018

Total Contract Amount: \$70,028

Original Contract: \$35,014

Previous Amendment(s) Total: \$0

This Amendment: \$35,014

This Interagency Agreement Amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Division of Child Support Enforcement ("REQUESTING AGENCY or DHS") and the Department of Employment and Economic Development ("PROVIDING AGENCY or DEED"), related to an Agreement identified as Interagency Agreement No. IAK%82787 (Original Agreement).

The Original Agreement provides REQUESTING AGENCY access to PROVIDING AGENCY'S data to locate individuals, facilitate establishment of paternity and child support, and to provide employment data to facilitate child support collections.

Recitals

The Parties agree that the expiration date of the Original Agreement should be extended to allow the continued performance of the essential services being performed under the Original Agreement.

The Parties also agree that DEED'S Duties, DHS' Duties, as well as the Consideration and Terms of Payment, require modification.

Therefore, the Parties are willing to amend the Original Agreement as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1: Clause III. "DEED DUTIES" paragraph C is amended as follows:

- C. Continue to provide no more than four (4) DHS state office staff with direct on-line access to DEED's unemployment insurance data for the purpose of administering the Child Support Enforcement Program under Title IV-D of the Social Security Act. James Hegman, his designee, or his successor as Deputy Director of Unemployment Insurance shall be the DEED contact for establishing or modifying this access. This access will be used to respond to urgent (not the typical process) county worker requests for immediate verification of unemployment data for expedited process and contempt hearings.

REVISION 2: Clause IV, "DHS DUTIES" paragraphs H, I, and M are amended as follows:

- H. Ensure that no information received from DEED is released to any other agency without the written consent of DEED. Information may be shared within the DHS, local child support agencies, and with state and local welfare agencies pursuant to Minn. Stat. §§ 13.46, subdivision 2(7); 268.19, subdivisions (4) and 1(a)(10); and 256.998, subdivisions 7 and 10.
- I. Exchange information or grant access to information to entities under contract with DHS under Minn. Stat. § 256.9792 or to an entity under contract with a public authority responsible for child support enforcement for the sole purpose of obtaining information necessary to carry out the duties of DHS.
- M. Barb Thurstin, or her successor as DHS Child Support Division, Administrative and Customer Support Office Services Supervisor, shall be the DHS contact for coordinating DHS staff access to DEED's online unemployment insurance data as anticipated in Clause III, paragraph C of this agreement. To request changes to access, DHS will notify the DEED contact specified in Clause III, Paragraph C and send a completed "Minnesota UI System Application Access Request for MN Department of Human Services" along with a letter of Justification for DEED access. The letter shall specify the name of the applicant, the business need for the access, and the name of the person whose access is being replaced.

REVISION 3: Clause V. "Consideration and Terms of Payment" paragraphs A, B, C are amended as follows:

- A. **Consideration.** Consideration for all services performed by DEED under this agreement must be paid by DHS according to REVISED Attachment A, which is attached to this amendment and incorporated into the Original Agreement, and Attachment B, which is attached to and incorporated into the this Original Agreement and attached hereto. Total expenditures for this agreement may not exceed Seventy Thousand Twenty Eight Dollars (\$70,028) Thirty-Five Thousand, Fourteen-Dollars and no/100 (\$35,014.00).
- B. **Terms of Payment.** Payment must be made by DHS within thirty (30) calendar days after DEED has presented invoices for services performed and accepted by DHS. No payment will be made without the presentation of an accurate invoice. DEED will submit invoices to DHS on a quarterly basis in the amount of Four Thousand, Three Hundred Sixty Seven Dollars and 75/100 (\$4,376.75) as per the following schedule:

Invoice Time Period	Due Date
---------------------	----------

July 2014 – September 2014	October 31, 2014
October 2014 – December 2014	January 30, 2015
January 2015 – March 2015	April 30, 2015
April 2015 – June 2015	June 30, 2015
July 2015 – September 2015	October 31, 2015
October 2015 – December 2015	January 30, 2016
January 2016 – March 2016	April 30, 2016
April 2016 – June 2016	June 30, 2016
<u>July 2016 – September 2016</u>	<u>October 31, 2016</u>
<u>October 2016 – December 2016</u>	<u>January 30, 2017</u>
<u>January 2017 – March 2017</u>	<u>April 30, 2017</u>
<u>April 2017 – June 2017</u>	<u>June 30, 2017</u>
<u>July 2017 – September 2017</u>	<u>October 31, 2017</u>
<u>October 2017 – December 2017</u>	<u>January 30, 2018</u>
<u>January 2018 – March 2018</u>	<u>April 30, 2018</u>
<u>April 2018 – June 2018</u>	<u>June 30, 2018</u>

- C. Invoices. Quarterly invoices, in a form substantially similar to the Sample Invoice Form, Attachment B, must be submitted to the Child Support Enforcement Division (CSED) contract manager, ~~Joseph Debbert~~ Linda Koskela, or her successor or designee, for approval to the following address:

Minnesota Department of Human
Services Child Support Enforcement
Division ATTN: ~~Joseph Debbert~~ Linda
Koskela
PO Box 64946
St. Paul, MN 55164-0946

In lieu of US Mail, invoices may be sent by email to:

~~joseph.debbert~~ linda.koskela@state.mn.us

REVISION 4: Clause VII. "Terms of Agreement" is amended as follows:

This agreement shall be effective on August 15, 2014 or upon the date that the final required signature is obtained by DEED, pursuant to Minnesota Statutes, Section 16C.05, Subd 2, whichever occurs later, and shall remain in effect through June 30, ~~2016~~ 2018, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL INTERAGENCY AGREEMENT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT.

SIGNATURE PAGE FOLLOWS.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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

APPROVED:

1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

By: *L. Laberino*

Date: 7-13-16

SWIFT Contract No: IAK 82787

SWIFT PO #: 3000046627

2. PROVIDING AGENCY

By: *Richard Calyn*

Title: UI Program Director

Date: 7/27/16

3. REQUESTING AGENCY

By: _____

With delegated authority

Title: _____

Date: _____

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

Contracting, Procurement & Legal Compliance, Contracts Unit- #0238

REVISED ATTACHMENT A
 Interagency Agreement Payment Schedule
 July 1, 2014 through June 30, ~~2016~~2018

1. ODHS must compensate DEED for actual costs incurred in performing the duties listed in the Payment Schedule chart below
2. The total obligation of ODHS for all compensation and reimbursement to DEED under this agreement may not exceed \$70,02835,014.

Expenditure Type	Rate	Estimated Quantity	Estimated Total Costs (per year, rounded)
1. Bank Costs			
Daily ACH Originated on US item/day	0.0075	256 days	2
Daily ACH Process Run/day	2.5562	256 days	654
ACH originated Addenda (# of EFTs) - cost per payment transaction/number of	0.005	173,757 pymts	869
SUBTOTAL			\$1,525
2. Computer Costs			
DB2 CPU time (per 1000 units)	0.0217	80,972	1,757
zIIP CPU seconds (per 1000 units)	0.0045	380	2
Disk storage gigabyte per day	1.9095	31	59
Computer staff (program, network, job scheduler) - cost per hr/hours	76.55	35 hrs.	2,679
SUBTOTAL			\$4,497
3. Other Staff/Additional Costs			
Set-up Info Calls - 800# cost per minute/talk time+ IVR minutes	0.0440	6,561 min.	289
Set-up Info Calls - staff cost per minute/talk time minutes	0.7020	8,596 min.	6,034
Liaison time - cost per hour/hours per year	54.21	52 hrs.	2,819
Fiscal Related --cost per hour/hours per year	62.49	2 hrs.	125
Maintain online user access for 4 users (includes responding to Service Desk calls for resetting passwords) - cost per hour/hours per year	81.55	1 hr.	82
Contract writing, cost research and evaluation, Legal Unit review of contract, Data Privacy Unit review of contract -staff cost per hr/hours per year	89.00	24 hrs.	2,136
SUBTOTAL			\$11,485
SFY 2015, and 2016, 2017 and 2018 (per year) Maximum Inter-Agency			\$17,507
SFY 2015-2016, 2017 and 2018 TOTAL Maximum Inter-Agency Expenditures			\$35,01470,028

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This Agreement ["Original Agreement"] is between the Minnesota Department of Employment and Economic Development ["DEED"], acting on behalf of the Disability Determination Services division ["DDS"], and the Minnesota Department of Public Safety ["DPS"], acting on behalf of the Bureau of Criminal Apprehension ["BCA"].

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** September 28, 2015, or the date the departments obtain all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** May 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

Pursuant to the Memorandum of Understanding ["MOU"] for Cooperative Disability Investigations Unit ["CDI"] executed June 17, 2015, attached and incorporated into this Agreement as Exhibit A, BCA will assign two (2) full-time special agents and one (1) full-time criminal intelligence analyst to CDI. The BCA employees assigned to CDI will provide required services to: 1) support CDI to assure the integrity of the DDS program with zero tolerance of fraud and abuse; and 2) conduct investigations for CDI and/or DDS.

3 Consideration and Payment

Pursuant to section IX of the MOU, Funding of the CDI Unit, DEED will reimburse BCA for personnel costs incurred by and for BCA employees assigned to CDI including salaries, fringe benefits, and other allowable expenses identified in the MOU, including overtime as required. General BCA personnel expense categories include, but are not limited to: 1) LEA salaries; 2) LEA overtime; 3) LEA travel and subsistence expenses allowed by the "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget; 4) required LEA training; 5) new or upgraded equipment as required by BCA; 6) vehicle expenses; 7) communication expenses; and 8) supply expenses.

The total obligation of DEED for all compensation and other expense reimbursements identified above to BCA under this Agreement shall not exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00) during each state fiscal year of this Agreement.

BCA shall submit each month invoices and supporting documentation to the federal Social Security Administration (SSA) regional office (RO) in Chicago (IL) and DEED's DDS unit for review and approval. The supporting documents shall be sufficient to satisfy federal and state audit reviews for allowable expenses in accordance with section IX of Exhibit A. Subsequent to RO approval of the invoices, DDS will reimburse BCA within thirty (30) calendar days of the RO's approval.

4 Conditions of Payment

All services provided by BCA under this Agreement must be performed to DEED's and DDS's satisfaction, as determined at the sole discretion of DEED's/DDS's Authorized Representative.

5 Authorized Representatives

DEED's and DDS's Authorized Representative is the individual below, or her successor:

Name: Christina Kennedy, Assistant Director for Operations
Address: Department of Employment and Economic Development;
Disability Determination Services Division

1st National Bank Building
332 Minnesota Street, Suite E-200
Saint Paul, MN 55101-1351
Telephone: 651.258.7880
E-mail Address: Christina.Kennedy@state.mn.us

DPS's and BCA's Authorized Representative is the individual below, or his successor:

Name: Draw Evans, Assistant Superintendent
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue East
Saint Paul, MN 55108
Telephone: 651.793.1108
E-mail Address: Andrew.Evans@state.mn.us

6 Amendments

Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days written notice to the other party.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Michael M...

Date: 09/10/2015

SWIFT Purchase Order No.: 3-222507

2. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: [Signature]
(With delegated authority)

Title: Drew Evans - Assistant Superintendent

Date: 09/28/15

**3. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT;
DISABILITY DETERMINATION SERVICES DIVISION**

By: Jessica Kehoe - Latula
(With delegated authority)

Title: DDS Director

Date: 09/28/15

Interagency Agreement

The Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA) and the Minnesota Department of Employment and Economic Development (DEED) are entering into the interagency agreement as provided for in Minn. Stat. § 471.59, subd. 10.

Recitals

1. DEED is responsible, under Minn. Stat. § 116J.401, subd. 2 (18), for administering and supervising all forms of unemployment insurance provided for under federal and state law;
2. BCA is the principal state agency providing criminal level investigations under Minn. Stat. § 299C, with agency staff serving as peace officers under Minn. Stat. §§ 299C.03 and 626.84 subd. 1(c)(1);
3. Minn. Stat. § 268.182, subd. 1 provides that whoever obtains, or attempts to obtain, or aids or abets any individual to obtain by means of an intentional false statement or other fraudulent means, unemployment benefits that the individual is not entitled to or unemployment benefits greater than the individual is entitled to under Minn. Stat. § 268, or under the law of any state or of the federal government, either personally or for any other individual, is guilty of theft and must be sentenced under Minn. Stat. § 609.52;
4. Minn. Stat. § 268.184, subd. 2, provides that any employer, officer of an employer, or agent of an employer or any other individual who: (1) makes a false statement or representation knowing it to be false; (2) knowingly fails to disclose a material fact, including notification required under Minn. Stat. § 268.051, subd. 4; or (3) knowingly advises or assists an employer in violating clause (1) or (2), to avoid or reduce any payment required from any employer under this chapter or § 116L.20, or to prevent or reduce the payment of employment benefits to any applicant, is guilty of a gross misdemeanor unless the underpayment exceeds \$500, in which case the individual is guilty of a felony;
5. Minn. Stat. § 116J.401, subd. 2 (22) authorizes DEED to enter into agreements with other departments of the state as necessary.

1.1 DUTIES OF DEED AND BCA

A. Under this agreement, DEED will:

1. Make initial referrals to BCA of potential unemployment insurance fraud cases. These referrals will be accompanied by relevant data on any individual, employer, officer of an employer, or agent of an employer who DEED has probable cause to believe has committed unemployment insurance fraud under Minn. Stat. § 268.182, subd. 1 and/or § 268.184, subd. 2. DEED will submit initial referrals to BCA's designated agent, in writing either electronically or by hard copy, in a format prescribed by DEED. This information may include (but is not limited to):

- a. identification of and general information on an individual, employer, officer of an employer, or agent of an employer;
 - b. information regarding the nature and source of any tips regarding possible unemployment insurance fraud, and
 - c. an estimation of the potential tax liability or overpaid benefits;
2. Provide whatever support is necessary to BCA to conduct unemployment insurance fraud investigations;
 3. Calculate overpaid benefit amounts by week and apply appropriate penalties and interest to unemployment insurance accounts based on A) information provided by BCA and/or B) information obtained from individuals and/or employers;
 4. Calculate any employer tax liability and apply appropriate penalties and interest to unemployment insurance accounts based on A) information provided by BCA and/or B) information obtained from individuals and/or employers;
 5. Issue all other appropriate unemployment account determinations in accordance with Minn. Stat. § 268;

Agree to amend the payment terms of this contract should BCA's costs related to unemployment insurance fraud investigations exceed the compensation contemplated under this agreement.

B. Under this agreement, BCA will:

1. Conduct appropriate investigations on unemployment insurance fraud under Minn. Stat. §§ 268.182, subd. 1, and 268.184, subd 2;
2. Assign a designated agent to conduct unemployment insurance fraud investigations; such investigations may not be subcontracted to individuals who are not state employees;
3. Prepare and present potential cases of unemployment insurance fraud to prosecuting authorities for criminal prosecution as appropriate;
4. Work with other state agencies, state and county law enforcement officials from Minnesota, state and county law enforcement officials from other jurisdictions, the Office of Inspector General of the United States Department of Labor, and the United States Department of Justice as appropriate;
5. Return the results of investigations to DEED to issue unemployment account determinations in accordance with Minn. Stat. § 268;
6. Provide monthly, written updates to DEED's authorized representative on all pending investigations. These reports must be sufficient to support hours

charged during the report period. The report must include, at a minimum, the following information for each pending investigation:

- Case File Number
- Date Assigned
- Suspect name if known
- Victim name if known
- Summary of most recent month's activity including hours spent
- Summary of any support activity by BCA staff to DEED including hours spent
- Date case closed

C. Discretion:

1. On any case referred by DEED, BCA has discretion to determine appropriate investigation methods and whether to present cases to prosecuting authorities.
2. BCA will notify DEED's authorized representative in writing, either electronically or by hard copy, when BCA determines that a potential unemployment insurance fraud case will not be presented to prosecuting authorities. BCA must provide such notice within 60 days of the date that DEED made its initial referral to BCA.

2.1 CONSIDERATION AND TERMS OF PAYMENT

- A. Consideration. Consideration for all services performed by BCA under this agreement must be paid by DEED as follows: up to a total of \$434,898 over the three-year term of this agreement, invoiced monthly, for services detailed in Paragraph 1.1. The \$434,898 includes any and all costs and expenses incurred during the contract period.
- B. Terms of Payment. BCA will invoice DEED monthly for services performed, either electronically or by hard copy. DEED must pay each invoice within ten days of the date BCA submitted it.
- C. Invoices. Monthly invoices of total costs incurred must be submitted by BCA to DEED's authorized representative or his/her successor for approval at the following address:

Attn: James Hegman
MN Department of Employment and Economic Development
332 Minnesota Street, Suite E200
Saint Paul, MN 55101-1351
Or
Jim.Hegman@state.mn.us

3.1 CONDITIONS OF PAYMENT. All services provided by BCA under this agreement must be performed to the satisfaction of DEED's authorized representative or his/her successor.

4.1 TERMS OF AGREEMENT. This agreement is effective on January 1, 2017, or upon the date that the final required signature is obtained under Minn. Stat. § 16C.05, subd. 2, whichever occurs later, and remains in effect through December 31, 2020, or until all obligations in this agreement have been satisfactorily fulfilled, whichever occurs first.

5.1 CANCELLATION. This agreement may be cancelled by DEED or BCA at any time, with or without cause, upon 60 days written notice to the other party. In the event of cancellation, BCA is entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6.1 AUTHORIZED REPRESENTATIVES: BCA's authorized representative for the purposes of administration of this agreement is Assistant Superintendent Drew Evans or his successor. DEED's authorized representative for the purposes of administration of this agreement is James Hegman or his successor. Each representative has final authority for acceptance of service of the other party and has the responsibility to insure that all payments due to the other party are made under the terms of this agreement.

7.1 ASSIGNMENT. Neither BCA nor DEED may assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

8.1 AMENDMENTS. Any amendments to this agreement must be in writing and executed by the same parties who executed the original agreement, or their successors in office.

9.1 LIABILITY. BCA and DEED agree that each party will be responsible for the acts of its employees to the extent authorized by law and will not be responsible for the acts of the other party's employees. BCA and DEED's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat § 3.736, and other applicable law.

10.1 INFORMATION PRIVACY PROTECTION

A. Data privacy. Pursuant to this agreement, DEED will provide BCA employees access to private data on individuals and non-public data not on individuals as defined in Minn. Stat. §§ 13.02; 13.82; and 268.19. In administering this agreement, BCA and DEED agree to comply with all relevant requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13; and the Data Privacy section of the Minnesota Unemployment Insurance Law, Minn. Stat. § 268.19; and the federal Unemployment Compensation regulation concerning data privacy, 20 C.F.R. 603.

B. Non-disclosure. BCA and DEED agree to not disclose data on individuals and employers that are collected, maintained, or used in an investigation under Minn. Stat. §§ 268.182 or 268.184 except under statute or district court order or to a party named in a criminal proceeding, administrative or judicial, for preparation of a defense, under Minn. Stat. § 268.19; subd. 1(b).

C. Duty to ensure proper handling of data. BCA and DEED are responsible for training their respective employees who are authorized to access and use the

data collected/maintained under the terms of this agreement. This responsibility includes ensuring that staff are properly trained on each of the following:

- The Minnesota Government Data Practices Act, Minn. Stat. Chapter 13;
- The Minnesota Unemployment Insurance Law, Minn. Stat. § 268.19;
- The Unemployment Compensation data privacy regulation, 20 C.F.R. 603;
- Minn. Stat. § 45.27;
- Any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

D. Minimum necessary access to data. DEED and BCA must comply with the "minimum necessary" access and disclosure standards set forth in Minn. Stat. § 13.05, which states that the dissemination of "private" and "confidential" data on individuals is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by federal government."

E. General provisions. BCA and DEED must:

1. Not use or further disclose data other than the uses or disclosures permitted or required by this agreement (or as otherwise required by law);
2. Use appropriate safeguards to prevent use or disclosure of data by employees other than the uses or disclosures permitted or required by this Agreement.
3. Upon completion, expiration or termination of the Agreement, return or destroy all protected information received from the other agency, unless return or destruction is not feasible. If return or destruction is not feasible, each agency will extend the protections of this Agreement to the information collected during the course of the Agreement.

F. Responding to Security Incidents and Data Breaches.

1. Mitigation of harmful effects. Upon discovery of any actual or suspected security incident or data breach by DEED or BCA, the affected agency will mitigate, to the extent practicable, any harmful effect of the security incident or data breach. Mitigation may include, but is not limited to, notifying affected individuals and providing credit monitoring to affected individuals.
2. Investigation. Upon discovery of any actual or suspected security incident or data breach by DEED or BCA, the affected agency will investigate to (1) determine the root cause of the incident, (2) identify individuals affected, (3) determine the specific data impacted, and (4)

comply with notification and reporting provisions of this Agreement, the Minnesota Data Practices Act, and any other applicable law.

3. Corrective action. Upon identification of the root cause of any security incident or data breach by DEED or BCA, the affected agency will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, employee sanctions, or revising policies and procedures.
4. Reporting to the other party. Upon discovery of a security incident or data breach by DEED or BCA, the affected agency will make reports to the other agency's authorized representative. The affected agency will cooperate with requests and instructions received from the other agency regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the security incident, privacy incident, or breach.

11.1 OTHER PROVISIONS.

A. Access to Records. BCA will grant DEED access to closed investigative files as allowed under Minn. Stat. § 13.82.

B. Non-Exclusivity. Nothing under this Agreement precludes DEED from conducting an investigation of its own and presenting a case to the appropriate prosecuting authority on a case of unemployment insurance fraud.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat/§§ 16A.15 and 16C.05

By: Heidi Warwick

Date: 6/5/2017

Purchase Order #: SC 125729 PR 29523
PO 3000297364

2. BUREAU OF CRIMINAL APPREHENSION

By: [Signature]
Designee

Title: Drew Evans, Superintendent

Date:

6/20/17

3. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By:

James R. Heye

Title:

Deputy CI Division Director

Date:

6/20/2017



Management
Analysis
& Development

MAD Project Number: 2018-009
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES

Requesting Agency: Department of Employment and Economic Development

MAD Contact: Renda Rappa

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$122,200.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:
Fund:	Fund:
Appr:	Appr:
Dept ID:	Dept ID:
Account Code:	Account Code:
Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
 Number/Date/Entry Initials

Order: _____
 Number/Date/Signatures

*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Department of Employment and Economic Development (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).

1. Services to be Performed:

The Division agrees that through its Master Contract with Lanterna Consulting, Inc. the Division will sub-contract with Lanterna Consulting, Inc. to provide the services and/or perform the tasks identified in Exhibit A – DEED: VRS Strategic Leadership & Advisory Services, which is attached and incorporated as part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis & Development: Renda Rappa Requesting Agency: Kim Peck

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 540 hours at a rate of \$210 per hour for services provided by Lanterna Consulting, Inc. and up to \$8,000 for contract management as documented by invoice prepared by the Division. The Division will also invoice up to \$800 for travel expenses incurred by Lanterna Consulting, Inc. The total amount the Division will invoice under this agreement shall not exceed \$122,200.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on services performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Effective Dates:

This agreement is effective July 1, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

5. Cancellation:

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

6. Requesting Agency's Authorized Agent:

The Requesting Agency's authorized agent for the purposes of this agreement is Kim Peck. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

7. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.


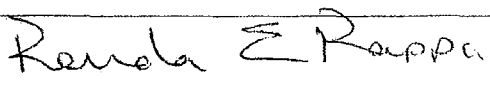
8. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

9. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

Approved:

1. Requesting Agency	2. Division
By:  Title: Vocational Rehabilitation Services Director Date: 7/10/2017	By:  Title: Business Manager Date: June 22, 2017

SFY 2018 Work Agreement

From: Holly Johnson, Lanterna Consulting Inc.
contracted through Management Analysis & Development
Effective date: July 1, 2017

CONTRACT SUMMARY

- *Focus:* VRS Strategic Leadership and Advisory consulting support including planning, assessment, design, consulting, facilitation, and documentation services
- *Duration:* 12 months / July 1, 2017 through June 30, 2018
- *Estimated budget:* \$114,200
 - Average monthly 45 hrs per month for 12 months; total of 540 hrs @ \$210/hr.
 - \$800 travel expenses for hotel, mileage, meals, etc. as approved by client
 - Any excess is released back to client or can be applied toward additional initiative work
- *MAD Consultant:* Holly Johnson
- *Client:* Kim Peck, DEED VRS Division Director

KEY AREAS OF WORK

1. **VRS Mission, Value Proposition and Strategic Plan:** Assist in continued strategic planning, development and ongoing work efforts to successfully deliver on the VRS Mission, Value Proposition and Strategic Priorities.
2. **VRS Leadership Team:** Assist the VRS Director with ongoing strategic development and support for the VRS Leadership Team including planning, design, facilitation and documentation for meetings.
3. **VRS CRP Advisory Committee:** The consultant will work with the VRS State Director, the VRS Field Director and the VRS Director of Strategic Initiatives and Partnership, for ongoing strategic development and support of the VRS CRP Advisory Committee including planning, design, facilitation and writing of key messages as well as full session documentation for VRS CRP Advisory Committee meetings
4. **VRS Organizational and VR System Transformation:** Assist with VRS and the greater vocational rehabilitation system transformational work in alignment with the Minnesota Employment First policy, the Minnesota Olmstead Plan and the Workforce Innovation and Opportunities Act (WIOA) policy and regulations.
5. **VRS Organization Design and Effectiveness:** Assist in assessment and redesign of VRS organization structure, positions and work in preparation and response to anticipated changes in core work and staffing as VRS adapts to fulfill the requirements of

the above mentioned strategic drivers in #4 and in consideration of anticipated retirements of multiple key, long-term staff.

6. **Management Consultation and Strategic Initiative Support** which may include:
- a. Individual coaching/consultations as requested by client.
 - b. Support for VRS strategic initiatives as requested by client such as case review process assessment and redesign.
 - c. New staff/position coaching.
 - d. Succession/transition coaching.

KEY ASSUMPTIONS

- The VRS Leadership Team is composed of the director and approximately 10 people. This team meets approximately bi-monthly for strategic leadership work facilitated by the consultant.
- The VRS CRP Advisory Committee is composed of approximately 20 members including community providers (CRPs/LUVs) and VRS staff. This committee meets approximately 7-9 days annually for strategic advisory work facilitated by the consultant.
- VRS will provide administrative support, scheduling coordination and meeting space.
- Assumes continued access to, and leveraging of, internal resources wherever possible.
- Flexibility to adjust contract scope, timeline and budget as initiative progresses and level of effort to support evolves.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Management and Budget (MMB), 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, and Minnesota Department of Employment and Economic Development (DEED), 1st National Bank Building, 332 Minnesota Street, Suite E200, St. Paul MN 55101.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* September 12, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* September 20, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MMB's Enterprise Talent Development (ETD) division will subcontract with CommonSense Consulting @ Work, LLC, to provide a strategic discussion with DEED staff. The discussion is scheduled to take place on September 13, 2017, at DEED, 1st National Bank Building, 332 Minnesota Street, Suite E200, St. Paul MN 55101. (In unforeseen circumstances, the date and/or location may be subject to change.) The topics to be covered during this discussion include, but may not be limited to:

1. Increase their knowledge of how biases occur in the work place and in communities, to include the impact of privilege, marginalization, micro-inequities and micro affirmations.
2. Explanation of the types of biases, to include individual, institutional and structural racism.
3. Gain an ability to recognize the relationship between unconscious and conscious bias, equity, diversity, and inclusion.
4. Become familiar with ways to identify, address, and reduce bias in the workplace, e.g. decision making and communications.

3 Consideration and Payment

MMB will invoice, upon completion of services, a lump sum not to exceed \$5,899.99 (includes \$4,999.99 for discussion plus 18% ETD admin fee). Invoice(s) will be sent directly from SWIFT to DEED.Admin@state.mn.us. DEED is to pay within 30 days of receipt of invoice.

The payment is to be made to MMB using the applicable vendor number accounting information: G100000000
Location: 001

The total obligation of DEED for all compensation and reimbursements to MMB under this agreement will not exceed \$5,899.99.

4 Conditions of Payment

All services provided by MMB under this agreement must be performed to DEED's satisfaction, as determined at the sole discretion of DEED's Authorized Representative.

5 Authorized Representative

MMB's Authorized Representative is Sheila Moore, Learning and Development Manager, 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, (651) 259-3632, sheila.moore@state.mn.us or her successor.

DEED's Authorized Representative Connie Ireland, Executive Director, 1st National Bank Building, 332 Minnesota Street, Suite E200, St. Paul MN 55101, (651) 259-7572, connie.ireland@state.mn.us or her successor.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a cancellation, MMB shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

9 Intellectual Property Rights

The parties agree that Intellectual Property Rights under this Agreement shall be governed by clause 10.2 in the Professional and Technical Services Master Contract executed by MMB and CommonSense Consulting @ Work, LLC.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: 1/12/17

PR 33898 PO# 3000311364

50 131821

2. MN Dept. of Employment & Economic Development

By: _____
(With delegated authority)

Title: 9.12.17

Date: _____

By: _____

Title: _____

Date: _____

3. MN Management & Budget

By: _____
(With delegated authority)

Title: Mgt Secy & Dev (ETD)

Date: 09/13/2017



Commonsense
consulting@cscc.com
Experience that Works

Common Sense Consulting@Work
P.O. Box 27441, Golden Valley, MN 55427
Phone: 763.315.4929 Fax: 763.226.2403 Website: www.cscworks.com

Overview

The Governor's Workforce Development Board (GWDB) is led by Connie Ireland. This Board has the responsibility to advise the Governor on Minnesota's workforce system. At full capacity, the GWDB will have 62 voting and non-voting members that represent locations across the State of Minnesota. The members are key leaders in business, education, labor, community-based organizations, and government.

The board has statutory responsibility under the federal Workforce Innovation and Opportunity Act (WIOA), to provide leadership and oversight on opportunities and key workforce strategies for the state. One primary responsibility is to ensure each region has identified and is positioned to implement initiatives that are tied to Minnesota's State Combined Plan (State Plan), as required by the US Department of Labor. The Workforce Innovation and Opportunity Act (WIOA) sets the direction for achieving the state's workforce development system vision and goals between July 1, 2016 and June 30, 2020.

The State Plan focuses on two primary goals:

1. To reduce educational and employment disparities based on race or disability to provide greater opportunity for all Minnesotans; and
2. To build employer-led industry-sector partnerships focused on better understanding of the skills that employers need and connecting skilled workers to those opportunities.

The plan envisions; *A healthy economy where all Minnesotans have – or are on a path to – meaningful employment and a family sustaining wage, and where all employers fill jobs in demand in industry sectors that will grow in future years.*

GWDB and the Minnesota Department of Employment and Economic Development (DEED) has requested that CommonSense Consulting@Work provide a 3-hour development training program for GWDB at its quarterly meeting is on September 13, 2017. While the meeting is scheduled from 10:00 am to 3:00 pm, the training will take place between 12:00 pm to 3:00 pm. The program will be designed to achieve the following:

1. Increase their knowledge of how biases occur in the work place and in communities, to include the impact of privilege, marginalization, Microinequities and Microaffirmations
2. Explanation of the types of biases, to include individual, institutional and structural racism
3. Gain an ability to recognize the relationship between unconscious and conscious bias, equity, diversity, and inclusion
4. Become familiar with ways to identify, address, and reduce bias in the workplace, e.g. decision making and communications



CommonSense
consulting@work
Experience that Works

Common Sense Consulting@Work
 P.O. Box 27441, Golden Valley, MN 55427
 Phone: 763.315.4929 Fax: 763.226.2403 Website: www.cscworks.com

Investment Expense

CommonSense Consulting@Work will provide this training at the rate of \$4,999.99.

Timeframe

Janice Downing and Alisha Olsen are available for this project.

Termination

In the event of termination, the payment due CommonSense Consulting@Work shall be for the work completed before the effective date of the termination notice and for which payment was not previously made, and this shall constitute Client's only obligation to CommonSense Consulting@Work due to such termination.

Signatures

By signing below, GWDB and DEED acknowledges and agrees to the provisions of this Proposal for Services. A copy of this agreement can be faxed to (763) 226-2403 or sent by email.

GWDB and DEED:

Signature:

Connie Ireland

Print Name:

Connie Ireland

Title:

Executive Director, GWDB

Date:

September 11, 2017

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Management and Budget (MMB), 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, and Minnesota Department of Employment and Economic Development – Unemployment Insurance (DEED – UI), 1st National Bank Building, 332 Minnesota Street, #E200, Saint Paul, MN 55101.

Agreement

1 Term of Agreement

1.1 *Effective date:* Upon execution, the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.

1.2 *Expiration date:* June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MMB's Enterprise Talent Development (ETD) division will subcontract with Mateffy and Company to work with Minnesota Department of Employment and Economic Development – Unemployment Insurance (DEED-UI) to develop core competencies for supervisor functions. Guided by the development steps outlined below, the Contractor is to work with DEED-UI to accomplish the following:

- Define the skill, knowledge and behavioral framework to execute supervisor functions effectively.
- Create a consistent competency language for supervisors that includes the requisite skills, knowledge, behavioral indicators and levels of mastery.
- Align the supervisor with the organizational goals, objectives, mission and vision.
- Outline a core competency development process for other DEED-UI business functions.

The process includes, but may not be limited to:

Step One: Strategic Planning Meetings

Meet with DEED-UI Leadership to insure the competency development process takes into account:

- Work schedule and project timeline.
- Availability of and meeting/interview format for key stakeholders.
- The goals for conducting job analyses.
- Use of language in competency definitions.
- Work flow and defined business processes.
- How to incorporate competencies into hiring, training and performance reviews.
- Competency questionnaires.
- The supervisory functions for which to customize competencies.
- Alignment with DEED-UI's values, culture, training goals, mission, vision, best practices and policies.
- Review and validation methods and tools.
- Rollout of the supervisor competencies.

Step Two: Collect and Review Collateral/Information

- Work flow, best practices and benchmarks.
- HR and training proficiency examples.
- Work product.
- Supervisor training curriculum and materials.
- Supervisor interviewing, hiring and on-boarding methods and materials.

- Culture, mission, vision and policies.

Step Three: Interview managers and supervisors using customized questionnaires

- Introduce their role in the competency modeling process.
- Select and rate the importance of competencies.
- Review sample roles, competency definitions, behavioral indicator descriptions and qualitative and quantitative mastery levels.
- Consider each supervisory function when creating competencies.

Step Four: Draft competency definitions with corresponding behavioral indicators. Write the competency definitions, behavioral indicators, mastery levels and align them with each set of supervisory roles. After the first drafts are completed, meet with DEED-UI leadership to ensure each competency definition:

- Is accurately worded.
- Describes the specific skills, qualities, and proficiencies necessary for each supervisory position.
- Reflects the job tasks, best practices and work products.
- Aligns with knowledge requirements.
- Includes quantifiable/qualitative mastery benchmarks where appropriate.
- Is tested for validity with stakeholders.
- Are reviewed and approved by DEED-UI leadership.

Step Five: Rollout competencies to DEED-UI leadership including recommendations for using the competencies.

- Include in job postings and position descriptions.
- Include in recruiting, interviewing, hiring, and on-boarding practices (e.g., Interview Worksheets).
- Add to best practices and procedures.
- Incorporate into DEED-UI’s performance development and review process.
- Align with new and existing training curriculum.

The final product will include, but may not be limited to, competency definitions with corresponding behavioral indicators and three mastery levels for each competency. The competency definitions will be aligned with up to five position roles specific to each supervisory function.

Table 1: Timeline

Milestone/Deliverables	Estimated Begin Date	Estimated End Date
Step One: Strategic Planning Meetings	1/22/2018	2/5/2018
Step Two: Collect and Review Collateral/Information	2/5/2018	2/28/2018
Step Three: Interview Managers and Supervisors Using Customized Questionnaires	2/1/2018	2/28/2018
Step Four: Draft Competency Definitions with Corresponding Behavioral Indicators	3/1/2018	4/30/2018
Step Five: Core Competency Rollout	5/1/2018	5/31/2018

(In unforeseen circumstances, the dates in Table 1, above, may be subject to change, but only upon mutual agreement between DEED-UI and Mateffy & Company.)

3 Consideration and Payment

MMB will invoice no more than monthly for services and materials actually provided as per the breakdown of costs listed below. Invoices are sent directly from SWIFT to DEED.Adminv@state.mn.us. DEED – UI is to pay within 30 days of receipt of each invoice.

Table 2: Breakdown of Costs

Deliverables	Hourly Rate	Admin Fee (18%)	Estimated Number of Hours	Subtotal
Strategic Planning Meetings – work with DEED-UI stakeholders (step one)	\$175.00/hour	\$31.50/hour	20	\$4,130.00
Collect collateral/information, conduct interviews with questionnaires – training and information gathering meetings/interviews (step two and three)	\$175.00/hour	\$31.50/hour	20	\$4,130.00
Review information – includes, but may not be limited to: collateral/information, roles, competencies, behavioral indicators and mastery level drafting and refining (step two and three)	\$175.00/hour	\$31.50/hour	20	\$4,130.00
Draft Competency Definitions with Corresponding Behavioral Indicators (step four)	\$175.00/hour	\$31.50/hour	100	\$20,650.00
Core Competency Rollout (step five)	\$175.00/hour	\$31.50/hour	10	\$2,065.00
TOTAL (not to exceed)	N/A	N/A	170	\$35,105.00

The payment is to be made to MMB using the applicable vendor number accounting information: **G100000000**
Location: **001**

The total obligation of DEED – UI for all compensation and reimbursements to MMB under this agreement will not exceed \$35,105.00.

4 Conditions of Payment

All services provided by MMB under this agreement must be performed to DEED-UI's satisfaction, as determined at the sole discretion of DEED – UI's Authorized Representative.

5 Authorized Representative

MMB's Authorized Representative is Sheila Moore, Learning and Development Manager, 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, (651) 259-3632, sheila.moore@state.mn.us or her successor.

DEED – UI's Authorized Representative is James Hegman, UI Program Director, 1st National Bank Building, 332 Minnesota Street, #E200, Saint Paul, MN 55101, (651) 259-7227, jim.hegman@state.mn.us or his successor.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a cancellation, MMB shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as Required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Jeffrey D Weber
(Please sign name here)

Jeffrey Weber
(Please print name here)

Date: 01/25/18 SC 137242 PR 36244 PO 3000325623

2. MN DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: Richard Caligiuri
(With delegated authority - Please sign name here)

Richard Caligiuri
(Please print name here)

Title: Director, UT

Date: 1/30/18

3. MN MANAGEMENT & BUDGET

By: Shelie Moore
(With delegated authority - Please sign name here)

Shelie Moore
(Please print name here)

Title: Mgr ETD

Date: 01/31/18

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between Department of Employment and Economic Development [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *April 2, 2018*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$140.00 to \$155.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Ann Feamon or her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is **Carolyn Trevis** or her/his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Jeffrey D Weber

Date: April 20, 2018

SC 140849 PR 37455 PO 3000332118

3. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: [Signature]
(with delegated authority)

Title: Deputy Commissioner

Date: 4/23/2018

2. MINNESOTA MANAGEMENT & BUDGET

By: [Signature]
(With delegated authority)

Title: CFO

Date: 4-23-14

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Management and Budget (MMB), 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, and Minnesota Department of Employment and Economic Development—Unemployment Insurance (DEED—UI), 1st National Bank Building, 332 Minnesota Street, #E200, Saint Paul, MN 55101.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* Upon execution, the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 *Expiration date:* September 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MMB's Enterprise Talent Development (ETD) division will subcontract with Mateffy and Company to design and deliver a series of interactive workshops on Managerial Courage to DEED-UI's leadership team. Each workshop is to:

- Be up to three hours in length.
- Be delivered twice to accommodate work schedules.
- Be highly interactive.
- Follow a learning path by linking the teaching points from one workshop to the next.
- Offer assignments and exercises to apply the teaching points and report feedback results during the workshops.
- Include business model alignment presentations from managers and supervisors.

Building on previous training sessions presented to DEED-UI's leadership on the topic of Managerial Courage, the four new workshops will include, but may not be limited to:

2.1 Workshop One: Managerial Courage

This workshop reintroduces the concepts and tools of Managerial Courage including, but may not be limited to:

- Managerial Courage defined and impact on production
- Managerial Courage Tools: Coaching, critical thinking/motivational questioning, redirecting, time, framing, and elevation.
- Introduce Business Model Alignment Presentation Assignment
- Presentation questions:
 - What does your group do that is honorable?
 - What would be the impact if your function was not available?
 - What data highlights your effectiveness?
 - How does your function fit into the business model?
- Assignments on coaching, critical thinking/motivational questioning, redirecting, time, framing and elevation.

2.2 Workshop Two: Managerial Courage Tools

This workshop continues discussion and exercises on the tools of Managerial Courage including, but may not be limited to:

- Feedback on coaching, critical thinking/motivational questioning, redirecting, time, framing, and elevation assignments.
- Managerial Courage Tools: Higher expectations, communication and emotional boundaries, assignments, and three-dimensional thinking/reflection.
- Assignments on higher expectations, communication and emotional boundaries, assignments, and three-dimensional thinking/reflection.

- 2.3 **Workshop Three: Business Model Alignment Presentations**
This workshop will include Business Model Alignment Presentations from managers and supervisors. Additional topics include, but may not be limited to:
- o Feedback on higher expectations, communication and emotional boundaries, assignments, and three-dimensional thinking/reflection assignments.
 - o Managerial Courage Tools: Building resilience through emotional intelligence outcomes (e.g., supporting optimism and staying focused on production in the midst of long-term, complex changes).
 - o Assignments on building resilience through emotional intelligence outcomes.
- 2.4 **Workshop Four: Advanced Managerial Courage Principles and Tools**
In this workshop, more advanced Managerial Courage concepts and skills will be discussed including, but may not be limited to:
- o Feedback on building resilience through emotional intelligence outcomes assignments.
 - o Stewardship and the accompanying accountability.
 - o Change management frameworks such as, Lewin, McKinsey, AGILE, Kotter etc.

3 **Consideration and Payment**

MMB will invoice no more than monthly for services and materials actually provided as per the breakdown of costs listed in the table below. Invoices are sent directly from SWIFT to DEED.AdminInv@state.mn.us. DEED – UI is to pay within 30 days of receipt of each invoice.

Table 1: Breakdown of Costs

Deliverables	Cost	Admin Fee (18%)	Quantity	Subtotal
Instructional design and training materials creation	\$175.00/hour	\$31.50/hour	Up to 12 hours	\$2,478.00
Delivery of Managerial Courage workshop (up to 3-hours in length)	\$1,500.00/session	\$270.00/session	Up to 2 sessions	\$3,540.00
Delivery of Managerial Courage Tools workshop (up to 3-hours in length)	\$1,500.00/session	\$270.00/session	Up to 2 sessions	\$3,540.00
Delivery of Business Model Alignment Presentations workshop (up to 3-hours in length)	\$1,500.00/session	\$270.00/session	Up to 2 sessions	\$3,540.00
Delivery of Advanced Managerial Courage Principles and Tools workshop (up to 3-hours in length)	\$1,500.00/session	\$270.00/session	Up to 2 sessions	\$3,540.00
TOTAL (not to exceed)				\$16,638.00

The payment is to be made to MMB using the applicable vendor number accounting information: G100000000 Location: 001

The total obligation of DEED–UI for all compensation and reimbursements to MMB under this agreement will not exceed \$16,638.00.

4 **Conditions of Payment**

All services provided by MMB under this agreement must be performed to DEED–UI's satisfaction, as determined at the sole discretion of DEED–UI's Authorized Representative.

5 **Authorized Representative**

MMB's Authorized Representative is Sheila Moore, Learning and Development Manager, 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, (651) 259-3632, sheila.moore@state.mn.us or her successor.

DEED–UI's Authorized Representative is James Hegman, UI Program Director, 1st National Bank Building, 332 Minnesota Street, #B200, Saint Paul, MN 55101, (651) 259-7227, jhm.hegman@state.mn.us or his successor.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a cancellation, MMB shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

9 Intellectual Property Rights

The parties agree that Intellectual Property Rights under this Agreement shall be governed by clause 10.2 in the Professional and Technical Services Master Contract executed by MMB and Mateffy and Company.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Jeffrey D Weber
(Please sign name on line above)

Jeffrey Weber
(Please print name on line above)

Date: 05/25/2018

SC 142437 PO 3000335659 PR 39274

2. MN DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: James R. Hegman
(With delegated authority - Please sign name on line above)

JAMES R. HEGMAN
(Please print name on line above)

Title: DEPUTY UI PROGRAM DIRECTOR

Date: 6-7-2018

3. MN MANAGEMENT & BUDGET

By: Dennis Munkwitz
(With delegated authority - Please sign name on line above)

Dennis Munkwitz
(Please print name on line above)

Title: CFO

Date: 6-11-18

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Management and Budget (MMB), 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, and Minnesota Department of Employment and Economic Development – Unemployment Insurance (DEED – UI), 332 Minnesota Street, #E200, 1st National Bank Building, Saint Paul, MN 55101.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* April 21, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* December 29, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MMB's Enterprise Learning and Development (ELD) division, through Watermark Learning, is to provide training and services for the DEED – UI Project Team. These services are to help the team: be more strategic in their approach as it relates to business analysis; see the organization as a system; and understand that the changes needed affect other parts of the organization. Services to be provided will consist of, but may not be limited to:

Phase One: Artifact and Needs Review (Duration: one full-day)

- Review a sampling of existing artifacts.
- Interview key personnel to identify current strengths of the Business Analysts and determine what skill sets would be ideal and needed to meet the technical proficiencies.
- Produce a findings document with recommendations or confirmation of mini development program, as well as follow-on coaching and mentoring approach.

Phase Two: Customize and Deliver Course

- Customize a course on critical thinking skills and business process modeling based on results from Phase One
- Conduct/deliver one, two-day customized Business Process Modeling/Critical Thinking Skills course which would provide tools to:
 - ✓ Clarify problems by collecting relevant information and data from a number of sources in a variety of ways.
 - ✓ View issues without biases or limitations.
 - ✓ Identify the major forces, events and people impacting and impacted by the functionality change.
 - ✓ Break down concrete problems into manageable parts.
 - ✓ Organize information and data to determine the root cause(s) of a problem.
 - ✓ Identify the logical potential outcomes based on the data, information and analyses conducted.
 - ✓ Identify possible solutions and alternatives through a proven critical analysis process.
 - ✓ Use logic and reasoning to identify the strengths and limitations of alternative solutions and conclusions.
 - ✓ Prioritize the sequence of steps taken and resources needed to remedy an issue.
 - ✓ Create solutions to problems using novel methods and processes.

- ✓ Be able to think abstractly in order to account for the impacting factors of a system/functional change.
- ✓ See the interrelationship of actions by users.
- ✓ Conduct an accurate current state analysis that includes the proposed changes, security needs and system improvements

Phase Three: Coaching and Mentoring Follow-up Program

- Provide a consultant to deliver up to four, two-hour on-site or virtual coaching and mentoring sessions and to help develop an on-going coaching and mentoring program to be created by the instructor and key DEED personnel.

DEED – UI will need to provide the location of all on-site training and services. DEED – UI will also need to identify internal coaches and mentors to continue program after initial coaching and mentoring sessions have concluded to ensure on-going application of key skills.

(Dates and times of services are to be mutually agreed upon by both DEED – UI and Watermark Learning.)

3 Consideration and Payment

ELD will invoice no more than monthly for services and materials actually provided as per the breakdown of costs listed below. Invoices are sent directly from SWIFT to deed.iainvoices@state.mn.us. DEED – UI is to pay within 30 days of receipt of each invoice.

Table 1: Breakdown of Costs

DELIVERABLES	SUBTOTAL (not to exceed)
Phase 1: 1 Day Artifacts/Needs Review (includes findings report)	\$4,500.00
Phase 2: Delivery of the 14-hour customized onsite course for up to 16 participants	\$11,600.00
Phase 2: Up to 4 additional participants for customized course at \$400.00/participant	\$1,600.00
Phase 3: Coaching and Mentoring Follow-up Program	\$4,000.00
SUBTOTAL	\$21,700.00
ELD Admin Fee (18%)	\$3,906.00
TOTAL (not to exceed)	\$25,606.00

The payment is to be made to ELD using the applicable vendor number accounting information: **G10000000**
Location: **001**

The total obligation of DEED – UI for all compensation and reimbursements to ELD under this agreement will not exceed \$25,606.00.

4 Conditions of Payment

All services provided by ELD under this agreement must be performed to DEED-UI’s satisfaction, as determined at the sole discretion of DEED – UI’s Authorized Representative.

5 Authorized Representative

ELD's Authorized Representative is Sheila Moore, Learning and Development Manager, 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, (651) 259-3632, sheila.moore@state.mn.us or her successor.

DEED – UI’s Authorized Representative is James Hegman, UI Program Director, 332 Minnesota Street, #E200, 1st National Bank Building, Saint Paul, MN 55101, (651) 259-7227, jim.hegman@state.mn.us or his successor.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a cancellation, ELD shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

9 Intellectual Property Rights

Content and materials to be provided may be copyrighted and/or trademarked. State of Minnesota must abide by all copyright and trademark laws.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Heidi Warwick

Date: 04/11/2017

SC123415 PO3000291590 PR27532

3. MN Management & Budget-ELD

By: [Signature]
(With delegated authority)

Title: Mgr. Learning & Dev

Date: 04/14/17

2. MN Dept. of Employment & Economic Development-UI

By: [Signature]
(With delegated authority)

Title: Director UI

Date: 4/13/17

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Management and Budget (MMB), 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, and Minnesota Department of Employment and Economic Development – Unemployment Insurance (DEED – UI), 1st National Bank Building, 332 Minnesota Street, #E200, Saint Paul, MN 55101.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* July 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* December 29, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MMB's Enterprise Learning and Development (ELD) division, through Eisele and Associates, Inc., is to provide training and services on Emotional Intelligence for DEED – UI. Services include, but may not be limited to:

- 2.1 Meet with internal leaders to determine course content and specific scenarios or situations to use as examples.
- 2.2 Provide instruction, content, and either the electronic files, or one hard copy, of written course materials for Emotional Intelligence course. This course has been divided into 3 training sessions to be delivered to up to 10 cohorts. Each cohort is to attend all 3 training sessions. DEED – UI is to provide copies of written course materials to all participants to attend the training sessions identified below. (Any remaining copies of course materials are to be destroyed once the sessions have concluded.) Sessions include, but may not be limited to:

Session 1 (half-day in length)

What is Emotional Intelligence?
Orientation to the model
Understanding the 4 skills
Interpret their results
Diving into Self Awareness (activities)
Strategies to build skills for Self-awareness and management
Review "homework" expectations

Between Sessions participants are to:

Observe, journal, take action on self-awareness and management

Session 2 (half-day in length)

Gathering
Results of "homework"
Diving into Social Awareness and Relationship Management (activities)
Strategies to build skills for other awareness and management
Review "homework" expectations

Between Sessions participants are to:

Observe, journal, take action on other awareness and management

Session 3 (1.5 hours to 3.5 hours in length)

Gathering

Results of "homework"

Whole profile strategies

How to keep it alive and continue learning

(Note -- Duration of Session 3 is to be determined after customization.)

Session 1 is scheduled to take place on:

July 17, 2017, from 12:30 PM – 4:00 PM

July 27, 2017, from 8:30 AM – 12:00 PM and 12:30 PM – 4:00 PM

July 28, 2017, from 8:30 AM – 12:00 PM

August 7, 2017, from 12:30 PM – 4:00 PM

August 15, 2017, from 8:30 AM – 12:00 PM and 12:30 PM – 4:00 PM

August 16, 2017, from 8:30 AM – 12:00 PM and 12:30 PM – 4:00 PM

August 18, 2017, from 8:30 AM – 12:00 PM

Session 2 is scheduled to take place on:

July 24, 2017, from 12:30 PM – 4:00 PM

August 3, 2017, from 8:30 AM – 12:00 PM and 12:30 PM – 4:00 PM

August 4, 2017, from 8:30 AM – 12:00 PM

August 14, 2017, from 12:30 PM – 4:00 PM

August 22, 2017, from 8:30 AM – 12:00 PM and 12:30 PM – 4:00 PM

August 23, 2017, from 8:30 AM – 12:00 PM and 12:30 PM – 4:00 PM

August 25, 2017, from 8:30 AM – 12:00 PM

Session 3 is scheduled to take place on:

July 31, 2017, from 12:30 PM – 4:00 PM

August 11, 2017, from 8:30 AM – 12:00 PM

August 17, 2017, from 8:30 AM – 12:00 PM and 12:30 PM – 4:00 PM

August 21, 2017, from 12:30 PM – 4:00 PM

September 1, 2017, from 8:30 AM – 12:00 PM

September 13, 2017, from 8:30 AM – 12:00 PM and 12:30 PM – 4:00 PM

September 14, 2017, from 8:30 AM – 12:00 PM and 12:30 PM – 4:00 PM

All on-site training will take place at DEED – UI, 1st National Bank Building, 332 Minnesota Street, #E200, Saint Paul, MN 55101. (In unforeseen circumstances, the dates, times, and/or location may be subject to change.)

3 Consideration and Payment

MMB will invoice no more than monthly for services and materials actually provided as per the breakdown of costs listed below. Invoices are sent directly from SWIFT to DEED.Adminiv@state.mn.us. DEED – UI is to pay within 30 days of receipt of each invoice.

Table 1: Breakdown of Costs

Deliverables	Cost	Admin Fee (18%)	Quantity	Subtotal (not to exceed)
Meet with internal leaders and customization of course content/materials	\$200.00/hour	\$36.00/hour	Up to 4 hours	\$944.00
Full-day training sessions	\$2,000.00/full-day	\$360.00/full-day	Up to 9 full-days	\$21,240.00
Half-day training sessions	\$1,400.00/half-day	\$252.00/half-day	Up to 12 half-days	\$19,824.00
TOTAL (not to exceed)				\$42,008.00

The payment is to be made to MMB using the applicable vendor number accounting information: G100000000
Location: 001

The total obligation of DEED – UI for all compensation and reimbursements to MMB under this agreement will not exceed \$42,008.00.

4 Conditions of Payment

All services provided by MMB under this agreement must be performed to DEED-UI's satisfaction, as determined at the sole discretion of DEED – UI's Authorized Representative.

5 Authorized Representative

MMB's Authorized Representative is Sheila Moore, Learning and Development Manager, 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, (651) 259-3632, sheila.moore@state.mn.us or her successor.

DEED – UI's Authorized Representative is James Hegman, UI Program Director, 1st National Bank Building, 332 Minnesota Street, #E200, Saint Paul, MN 55101, (651) 259-7227, jim.hegman@state.mn.us or his successor.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a cancellation, MMB shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

9 Intellectual Property Rights

The parties agree that Intellectual Property Rights under this Agreement shall be governed by clause 10.2 in the Professional and Technical Services Master Contract executed by MMB and Eisole and Associates, on or around December 1, 2015.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: [Signature]

Date: 6/22/17

PO 3000299955 PR 31571
SC

3. MN Management & Budget

By: [Signature]
(With delegated authority)

Title: Mgr Learning Dev ED

Date: 6/27/17

2. MN Dept. of Employment & Economic Development-UI

By: [Signature]
(With delegated authority)

Title: Deputy UI Division Director

Date: 6/26/2017

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16A.055 and 471.59, this is an agreement between Minnesota Management and Budget and the Minnesota Department of Employment and Economic Development.

1. Services to be Performed:

Upfront development costs related to Enterprise Talent Development, including technical support of the Enterprise Learning Management system, project management and implementation for Enterprise Talent Development, communications, eLearning module development, workforce planning and an employee engagement survey.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For DEED: Blake Chaffee, Deputy Commissioner, or his successor, 332 Minnesota St., Suite E200, St. Paul, MN 55101.

2. Consideration and Terms of Payment:

In consideration for the services provided, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST for FY 18= \$62,068

You will receive a quarterly invoice from MMB for \$15,517, beginning July 2017. Each quarterly invoice shall be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 15, 2017, and shall remain in effect until June 30, 2018.

4. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

Approved:

1. Agency Signature	2. Minnesota Management & Budget
By: <i>Julie Freeman</i>	By:
Title: CFO	Title:
Date: 9/8/17	Date:

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16A.055 and 471.59, this is an agreement between Minnesota Management & Budget and the Department of Employment and Economic Development (DEED).

1. Services to be Performed:

The statewide executive recruiter will provide expertise and guidance to cabinet-level agencies in the filling of higher-level positions within the executive branch.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For DEED: Blake Chaffee, Deputy Commissioner, or his successor, 1st National Bank Building, 332 Minnesota Street, St. Paul, MN 55101.

2. Consideration and Terms of Payment:

In consideration for executive recruiting services provided, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST = \$15,727.00

Please enter a FY18 appropriation transfer in SWIFT to accounting string:
Fund – 2001, FinDeptID – G1010000, ApprID – G100102

3. Term of Agreement:

This agreement is effective July 1, 2017, and shall remain in effect until June 30, 2018.

4. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

Approved:

1. Agency Signature	2. Minnesota Management & Budget
By: <i>Julie Freeman</i>	By: <i>Din</i>
Title: CFO	Title: CFO
Date: 7/28/17	Date: 7-28-17

7

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement (the "Agreement") is between the Minnesota Public Facilities Authority ("PFA") and the Minnesota Department of Employment and Economic Development ("DEED").

RECITALS

A. Minnesota Laws 2017, Chapter 94, Section 9, appropriated \$600,000 in fiscal year 2018 (the "General Fund Appropriation") for a grant to the Ramsey/Washington Recycling and Energy Board to design, construct, and equip capital improvements to the Ramsey/Washington Recycling and Energy Center in Newport (the "Project").

B. Pursuant to Minnesota Statutes, Section 446A.04, Subdivision 5, PFA charges fees to cover costs of the PFA and its member agencies for administration of its programs under Minnesota Statutes Chapter 446A.

C. PFA does not have authority to use its fee revenues for purposes other than administration of its programs and related expenses.

D. Due to DEED's extensive staff experience administering grants for capital projects, PFA wishes to transfer the Appropriation to DEED so that DEED may enter into a grant agreement with the Ramsey/Washington Recycling and Energy Board for the purposes specified in Recital A, and DEED is willing to have the Appropriation transferred to it and to administer such Appropriation in accordance with all applicable statewide financial policies.

AGREEMENT

1. Term of Agreement

- 1.1 **Effective date:** This Agreement shall be effective as of the date on which all of the signatures required under Minn. Stat. §16C.05, subdivision 2 have been acquired.
- 1.2 **Expiration Date:** Except for the record keeping obligations in Section 8, this Agreement shall continue until all obligations hereunder have been satisfactorily fulfilled and the amounts set forth in the final debt service schedule related to the Bonds are paid in full, or on such other date as is agreed to in writing by the parties hereto.

2. Scope of Work.

In accordance with the requirements of Minnesota Statutes, Sections 446A.04, and Chapters 16B and 16C, and other applicable statutes, the Appropriation shall be transferred from PFA to DEED, and DEED shall enter into a grant agreement (the "Grant Agreement") with the Ramsey/Washington Recycling and Energy Board for the purposes specified in Recital A and administer the grant as if it were directly appropriated to DEED

3 Consideration and Payment

Within ten business days after the effective date of this Agreement, PFA shall initiate an appropriation transfer in an amount of Six Hundred Thousand and no/100 Dollars (\$600,000) within SWIFT fund 1000 from PFA ApprID B241050 to DEED ApprID B221464. This transfer requires PFA and Minnesota Management and Budget (MMB) approval in SWIFT.

4 Authorized Representative

The Public Facilities Authority's Authorized Representative is:

Jeff Freeman
Executive Director
332 Minnesota Street, Suite W820
St. Paul, MN 55101

or successor.

The Department of Employment and Economic Development's Authorized Representative is:

Kevin McKinnon
Deputy Commissioner
332 Minnesota Street, Suite E200
Saint Paul, MN 55155

or successor.

5 Amendments

Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6 Liability


Each party will be responsible for its own acts and behavior and the results thereof.

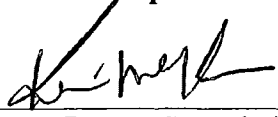
7 State Audit

Under Minn. Stat. §15C.05, Subd. 5, DEED's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the state and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. DEED will make necessary accounting transactions to conform to Generally Accepted Accounting Principles and statewide financial policies as dictated by the MMB—Accounting Division.

Minnesota Public Facilities Authority

Minnesota Department of Employment and Economic Development

By: 
Executive Director

By: 
Deputy Commissioner

Dated: October 24, 2017

Dated: 10/24, 2017

2

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
PFA Administrative Support for FY 2018**

This agreement is between the Minnesota Public Facilities Authority (the "Authority") and the Minnesota Department of Employment and Economic Development (the "Department").

Agreement

1. Term of Agreement

1.1. **Effective date:** July 1, 2017, or the date that all required signatures under Minnesota Statutes Section 16C.05, subdivision 2 are obtained, whichever is later.

1.2. **Expiration date:** June 30, 2018.

2. Scope of Work

2.1 The Department shall provide the fiscal, human resource, information technology, communications, payroll, and other general administrative support services necessary for the Authority to undertake its corporate purposes during fiscal year 2018.

2.2 The Executive Director and staff of the Authority will continue to work with the Department and the staff of the Business and Community Development Division to explore opportunities to improve infrastructure financing programs, the delivery of services to local units of government, and program coordination among all the infrastructure funding partners.

3. Consideration and Payment

3.1. The total obligation of the Authority for all compensation to the Department for indirect general support services shall be based on the actual approved agency indirect cost rate for the fiscal year (12.62%); applied to Authority direct salary costs, that product then reduced by the amount of severance costs paid directly by the Authority during the fiscal year. The initial amount of the agreement will be \$119,631 and the Authority agrees, subject to the availability of funds, to amend and increase the agreement if necessary due to salary cost projection increases.

3.2. Payment will be made promptly upon invoicing. Invoices are to be submitted every other pay-period by the Department to the Authority and will be based upon budget fiscal year 2018 direct salary costs hitting all Authority accounts fiscal year to date. The final invoice should be submitted as soon as possible after final fiscal year salary costs are known.

3.3. In addition, the Authority will reimburse the Department for Authority costs paid directly by the Department. Such costs should be minimized and for those instances where directly billing the Authority would not be practical. These costs will be reimbursed by monthly itemized invoices.

3.4. The cost and terms of reimbursement for any additional services provided by the Department to the Authority will be negotiated and determined on a case by case basis.

4. Conditions of Payment

All services provided by the Department under this agreement must be performed to the Authority's satisfaction, as determined at the sole discretion of the Authority's Authorized Representative.

5. Authorized Representatives

5.1. The Authority's Authorized Representative is Jeff Freeman, Executive Director, 332 Minnesota Street, Suite W820, St. Paul, MN 55101, 651-259-7465, or successor.

5.2. The Department's Authorized Representative is Shawntera Hardy, Commissioner, 332 Minnesota Street, St. Paul, MN 55101, 651-259-7119, or successor.

6. Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8. Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a cancellation, the Department shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

9. Other Provisions

9.1 This Interagency Agreement does not release the Authority or the Department from their obligations under the State Revolving Fund program Operating Agreements, including any required corrective action in the event of misuse of funds or use of funds for ineligible purposes.

9.2 Pursuant to the State's pledge against impairment of contracts in Minnesota Statutes 446A.19, in the event of the lack of legislative appropriations for the Department, the Executive Director of the Authority shall determine appropriate arrangements necessary for the Authority to fulfill its obligations.

1. Public Facilities Authority

2. Employment and Economic Development

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

3. ENCUMBERED: Individual signing certifies that funds have been encumbered as required by Minnesota Statute 16A.

By: _____

PO date 06/28/2017

PO ID(s) B2401-3000001872

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement is between the Office of MN.IT Services (MN.IT) and the Minnesota Department of Employment and Economic Development (Agency).

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

The Legislative Advisory Commission has approved the use of the funds transferred by this agreement for work specified in the underlying Information Technology Project described below.

1 Term of Agreement

1.1 Effective date: July 1, 2017 or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MN.IT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work: DEED seeks to modernize several outdated, obsolete, or internal systems presenting security or audit risks. Some function poorly or no longer meet the agency's core business needs. Others need new platforms or to be overhauled to meet agency business needs securely and efficiently. Modernization will include the following:

- Procuring and implementing a department-wide Grants Management System / Database
- Updating and enhancing Procure-IT, DEEDs online purchase and request and approval system
- Updating, enhancing and / or replacing the workflow systems that support DEED's Human Resources, Administrative and Financial Services divisions
- Rebuilding DEEDs Intra-web and SharePoint
- Procuring and implementing a RFID technology solution as part of DEED's asset management tracking and physical inventory processes.

3 Consideration and Payment

The AGENCY agrees to contribute \$250,000 (Two Hundred Fifty Thousand Dollars) to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MN.IT Financial Management shall provide the Agency CFO with the SWIFT appropriation transfer instructions. The AGENCY agrees to submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MN.IT shall serve as the fiscal manager for this agreement. Funds will be deposited in the Information and Telecommunications Account as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.

4.3 The AGENCY shall not begin project activity until the MN.IT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

- 5. The AGENCY'S Authorized Representative is Julie Freeman, CFO, Julie.freeman@state.mn.us or successor.

MN.ITs' Authorized Representative is Tu Tong, Chief Financial Officer, 658 Cedar Street, St Paul, MN 55155, 651-556-8028, or via email at tu.tong@state.mn.us, or his successor.

6 Amendments

Any amendment to this agreement must be in writing, and will be effective upon approval and execution by the parties.

7 Liability


Each party is responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. STATE TRANSFER VERIFICATION

Individual certifies that funds will be transferred to MN.IT as required by Minn. Stat. § 16E.0466.

Signed: 

Date: 6/21/17

3. Office of MN.IT Services

By: Tu Tong - CFO Digitally signed by Tu Tong - CFO
Date: 2017.06.29 10:53:20 -05'00'
Tu Tong, Chief Financial Officer

Date: _____

2. Minnesota Department of Employment and Economic Development

By: 
(Blake Chaffee, With delegated authority)

Title: Chief Operating Officer

Date: 6/21/2017

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement is between the Office of MN.IT Services (MN.IT) and the Minnesota Department of Employment and Economic Development (Agency).

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM - CONTINUATION

The Legislative Advisory Commission approved the use of the funds transferred by this agreement for work specified in the underlying Information Technology Project described below.

1 Term of Agreement

- 1.1 Effective date:** July 1, 2017 or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MN.IT Enterprise Project Management Office approval of the Project Summary.
- 1.2 Expiration date:** June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work: The Electronic Document Management System Project Phase I is complete. Phase I included Requirements Gathering, Analysis, Request for Information and State Agency Survey for EDMS solutions. The Electronic Document Management System Continuation project will continue through Phase II and III.

Phase II includes RFP development, analysis, weighted selection criteria, vendor demonstrations and selection. Phase III includes Implementation and may be phased between Administrative Financial Services (AFS) and Human Resources (HR) although the core business requirements are the same.

The project will improve the general support services back office functions and support DEED's mission by providing the program areas that are responsible for receiving, processing, and maintaining financial, employment, personally identifiable information, and confidential records the opportunity to fulfill their obligation to comply with applicable law while protecting agency data.

3 Consideration and Payment

The AGENCY agrees to contribute \$100,000 (One Hundred Thousand Dollars) to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

- 4.1** MN.IT Financial Management shall provide the Agency CFO with the SWIFT appropriation transfer instructions. The AGENCY agrees to submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.
- 4.2** MN.IT shall serve as the fiscal manager for this agreement. Funds will be deposited in the Information and Telecommunications Account as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.
- 4.3** The AGENCY shall not begin project activity until the MN.IT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

5. The AGENCY'S Authorized Representative is Julie Freeman, CFO, Julie.freeman@state.mn.us or successor.

MN.ITs' Authorized Representative is Tu Tong, Chief Financial Officer, 658 Cedar Street, St Paul, MN 55155, 651-556-8028, or via email at tu.tong@state.mn.us, or his successor.

6 Amendments

Any amendment to this agreement must be in writing, and will be effective upon approval and execution by the parties.

7 Liability

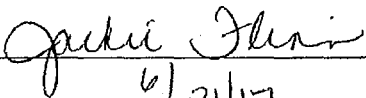
Each party is responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. STATE TRANSFER VERIFICATION

Individual certifies that funds will be transferred to MN.IT as required by Minn. Stat. § 16E.0466.

Signed: 
Date: 6/21/17

3. Office of MN.IT Services

By: Tu Tong - CFO Digitally signed by Tu Tong - CFO
Date: 2017.06.29 10:52:24 -05'00'
Tu Tong, Chief Financial Officer

Date: _____

2. Minnesota Department of Employment and Economic Development

By: 
(Blake Chaffee, With delegated authority)

Title: Chief Operating Officer,

Date: 6/21/2017



**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is by and between the OFFICE OF THE GOVERNOR and the DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (agency).

Services

The OFFICE OF THE GOVERNOR agrees to provide:

- Policy advisors, communications specialists, diversity and inclusion specialists, constituent services caseworkers, and legal staff to work closely with each agency head and/or designees to support the work of both the agency and the Governor's Office related to each issue area as well as Federal affairs work to represent the funding and policy interests of the various state agencies in the nation's capital.

The Governor's Office will provide administrative and personnel oversight, with agencies having access to the staff as needed to achieve its goals.

Term of Agreement

Effective date: July 01, 2017

Expiration date: June 30, 2018

Consideration and Payment

Cabinet agencies will contribute funds to be used for salaries, fringe benefits, and operating expenses to help support work related to federal affairs, legislative and cabinet affairs staff, communications, constituent services, and legal staff.

The total obligation for the agency is ~~\$199,600.00~~ ^{119,600} for the fiscal year ending June 30, 2018. Fiscal year payment should be processed by July 15, 2017. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

Conditions of Payment

All services provided by the Office of the Governor under this agreement must be performed to the satisfaction of the agency's Commissioner.

Authorized Representative

The Office of the Governor's Authorized Representative is Amanda Simpson, Director of Operations. The agency's Authorized Representative is the Commissioner.

Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

Liability

Each party will be responsible for its own acts and behavior and the results thereof.

Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

AUTHORIZED SIGNATURES

Agency Signature

By: 

Title: Deputy Comm

Date: 6/26/17

Office of the Governor Signature

By: 

Title: Director of Operations

Date: 6/15/17



BUDGET TRANSFER INFORMATION

STATE OF MINNESOTA
GOVERNOR'S OFFICE
SAINT PAUL, MINNESOTA 55155

INVOICE DATE: 06/14/17
INVOICE NUMBER: G39-18-06-INT

Payable To:
Governor's Office, State of Minnesota

Account of: Commissioner
Department of Employment and Economic Development

Send To: Governor's Office
75 Rev. Dr. Martin Luther King Blvd.
Suite 130
Saint Paul, MN 55155-1611

For information regarding this invoice, call Cherie Yates at (651) 201-3449

<u>Date of Expense:</u>	<u>Description:</u>	<u>Amount</u>
7/1/2017 - 6/30/2018	Policy advisors, communications specialists, diversity and inclusion specialists, constituent services caseworkers, and legal staff Federal affairs work	\$ 119,600.00

BUDGET TRANSFER OF APPROPRIATION CODING INFORMATION

Transfer in Agency Name	<u>Governor's Office</u>
BFY 18	
To Appropriation	
Business Unit	<u>MN001</u>
Ledger Group	<u>KK_APPROP</u>
Fund Code	<u>2001</u>
Fin DeptID	<u>G3910000</u>
AppropID	<u>G391300</u>
Amount	<u>\$ 119,600.00</u>