



October 15, 2019

The Honorable Mary Kiffmeyer, Chair
Senate State Government Finance
and Policy and Elections
3103 Minnesota Senate Building
St. Paul, MN 55155

The Honorable Micheal Nelson, Chair
House State Government Finance
583 State Office Building
St. Paul, MN 55155

The Honorable Jim Carlson
Ranking Minority Member
Senate State Government Finance
and Policy and Elections
2207 Senate Office Building
St. Paul, MN 55155

The Honorable Tony Albright
Ranking Minority Member
House State Government Finance
259 State Office Building
St. Paul, MN 55155

Dear Senators and Representatives:

In accordance with 1st Special Session Laws of 2017, Chapter 4, Article 2, Section 16, I am submitting this interagency agreement and transfer report transfer report to the chairs and ranking minority members of the legislative committees with jurisdiction over state government finance that details of any appropriation transfers made under this section.

All inter-agency agreements, with the exception of the MNIT SLA, are provided electronically. MNIT will be providing one copy of the SLA with their report, along with a summary of FY19 costs for all agenices.

If you have questions, please contact Lori Caspers, lori.caspers@state.mn.us or 651-556-4059.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cynthia Bauerly'.

Cynthia Bauerly
Commissioner

Cc: Eric Nauman, Senate Counsel, Research and Fiscal Analysis
Bill Marx, House Fiscal Analysis
Kevin Lundeen, Senate Counsel, Research and Fiscal Analysis
Helen Roberts, House Fiscal Analysis

FY 2019 Transfers
October 15, 2019

TRANSFER FROM					TRANSFER TO						
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
DOR	Restrict Misc.Special Revenue	G676600	Operations Support	\$ (55,840)	Governor's Office	Other Misc. Special Revenue	G391300	Governor's Special Revenue Fund	\$ 55,840	Admin and Personnel Oversight	MS 471.59, Subd. 3
DOR	Restrict Misc.Special Revenue	G677700	AR Management	\$ (13,960)	Governor's Office	Other Misc. Special Revenue	G391300	Governor's Special Revenue Fund	\$ 13,960	Admin and Personnel Oversight	MS 471.59, Subd. 4
DOR	Restrict Misc.Special Revenue	G677110	Revenue Recapture 110	\$ (0.49)	DOR	Restrict Misc.Special Revenue	G677750	Revenue Recapture	\$ 0.49	Appropriation changes resulting from new budget structure	2017 Sp Session Ch 4, Art 1, Section 14 (g)
DOR	Health Care Access	G6761HC	Payment and Return Processing - Health Care	\$ (51,000)	DOR	Health Care Access	G6765HC	Tech Dev, Imp, and Support Health Care	\$ 51,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	Health Care Access	G6764HC	Appeals, Legal and Tax Research - Health Care	\$ (113,000)	DOR	Health Care Access	G6765HC	Tech Dev, Imp, and Support Health Care	\$ 113,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	Health Care Access	G6766HC	Operations Support - Health Care	\$ (18,000)	DOR	Health Care Access	G6765HC	Tech Dev, Imp, and Support Health Care	\$ 18,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	Health Care Access	G6766HC	Operations Support - Health Care	\$ (108,000)	DOR	Health Care Access	G676223	MinnCare Admin	\$ 108,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	Hiway Users Tax Distribution	G6761PT	Payment and Return Processing - Petroleum	\$ (269,000)	DOR	Hiway Users Tax Distribution	G676227	Petroleum Taxes	\$ 269,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	Hiway Users Tax Distribution	G6761PT	Payment and Return Processing - Petroleum	\$ (74,000)	DOR	Hiway Users Tax Distribution	G6765PT	Tech Dev, Imp, and Support Petroleum	\$ 74,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G676200	Administration of State Taxes	\$ (239,800)	DOR	General	G676400	Appeals, Legal and Tax Research	\$ 239,800	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G676201	Administration of State Taxes	\$ (2,158,200)	DOR	General	G676401	Appeals, Legal and Tax Research	\$ 2,158,200	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G676200	Administration of State Taxes	\$ (105,000)	DOR	General	G676600	Operations Support	\$ 105,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G676901	Efficient Tax Service	\$ (230,000)	DOR	General	G677700	AR Management	\$ 230,000	Appropriation changes resulting from new budget structure	2017 Sp Session Ch 4, Art 1, Section 14 (g)
DOR	General	G676901	Efficient Tax Service	\$ (5,052,000)	DOR	General	G676600	Operations Support	\$ 5,052,000	Appropriation changes resulting from new budget structure	2017 Sp Session Ch 4, Art 1, Section 14 (g)
DOR	General	G676901	Efficient Tax Service	\$ (575,000)	DOR	General	G676300	Property Tax Admin - State Aid	\$ 575,000	Appropriation changes resulting from new budget structure	2017 Sp Session Ch 4, Art 1, Section 14 (g)
DOR	General	G676901	Efficient Tax Service	\$ (3,850,000)	DOR	General	G676100	Payment and Return Processing	\$ 3,850,000	Appropriation changes resulting from new budget structure	2017 Sp Session Ch 4, Art 1, Section 14 (g)
DOR	General	G676901	Efficient Tax Service	\$ (75,000)	DOR	General	G676500	Tech Dev, Imp, and Support	\$ 75,000	Appropriation changes resulting from new budget structure	2017 Sp Session Ch 4, Art 1, Section 14 (g)
DOR	General	G676600	Operations Support	\$ (9,110)	MMB	Other Misc. Special Revenue	G100102	Statewide Executive Recruiter	\$ 9,110	IA Agreement with MMB for Statewide Executive Recruiter	Minnesota Statutes; Sections 43A.09 and 471.59
DOR	General	G677700	AR Management	\$ (2,278)	MMB	Other Misc. Special Revenue	G100102	Statewide Executive Recruiter	\$ 2,278	IA Agreement with MMB for Statewide Executive Recruiter	Minnesota Statutes; Sections 43A.09 and 471.59
DOR	General	G676600	Operations Support	\$ (20,160)	Dept. of Admin	Other Misc. Special Revenue	G027203	Enterprise Sustainability Office	\$ 20,160	Services of Admin's Office of Sustainability	MS 16B.04 & 471.59
DOR	General	G677700	AR Management	\$ (5,040)	Dept. of Admin	Other Misc. Special Revenue	G027203	Enterprise Sustainability Office	\$ 5,040	Services of Admin's Office of Sustainability	MS 16B.04 & 471.59
DOR	General	G676500	Tech Dev, Imp, and Support	\$ (500,000)	MNIT	Other Misc. Special Revenue	G466113	ITA G67 Data Analytics Optimiz	\$ 500,000	Transfer to MNIT for the Data Analytics Optimization Project	MS 16E.21
DOR	General	G676600	Operations Support	\$ (281,000)	DOR	General	G676500	Tech Dev, Imp, and Support	\$ 281,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G676500	Tech Dev, Imp, and Support	\$ (500,000)	MNIT	Other Misc. Special Revenue	G466128	ITA G10 Enterprise Systems	\$ 500,000	Multi-Agency Enterprise Systems Project	MS 16E.21
DOR	General	G676100	Payment and Return Processing	\$ (25,000)	DOR	General	G676500	Tech Dev, Imp, and Support	\$ 25,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G676200	Administration of State Taxes	\$ (550,000)	DOR	General	G676500	Tech Dev, Imp, and Support	\$ 550,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G676300	Property Tax Admin-State Aid	\$ (298,000)	DOR	General	G676500	Tech Dev, Imp, and Support	\$ 298,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G676400	Appeals, Legal and Tax Research - Health Care	\$ (1,146,000)	DOR	General	G676500	Tech Dev, Imp, and Support	\$ 1,146,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G676600	Operations Support	\$ (843,000)	DOR	General	G676500	Tech Dev, Imp, and Support	\$ 843,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G677700	AR Management	\$ (138,000)	DOR	General	G676500	Tech Dev, Imp, and Support	\$ 138,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G676500	Tech Dev, Imp, and Support	\$ (3,000,000)	MNIT	Other Misc. Special Revenue	G676114	ITA G67 GenTax Update	\$ 3,000,000	GenTax V12 Version Update	MS 16E.21
DOR	General	G676100	Payment and Return Processing	\$ (131,000)	DOR	General	G676500	Tech Dev, Imp, and Support	\$ 131,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G676400	Appeals, Legal and Tax Research - Health Care	\$ (89,000)	DOR	General	G676500	Tech Dev, Imp, and Support	\$ 89,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40
DOR	General	G676600	Operations Support	\$ (150,000)	DOR	General	G676500	Tech Dev, Imp, and Support	\$ 150,000	Transfer to fund staff salaries and technology to meet statutory obligations	2017 Sp Session Ch 4, Art 1, Section 40

Revenue

FY 2019 Interagency Agreements and Service Level Agreements

October 15, 2019

Agency	Agreement Amount	FY19 Expended Amount	Legal Authority	Purpose	Effective Date	Duration
Attorney General	\$ 563,300	\$ 563,300	M.S. 16A.055; 8.15 subd 3	Legal Services	7/1/2018	6/30/2019
DHS	\$ 120,000	\$ 40,000	M.S. 471.59	Computer Forensics Services	5/21/2018	6/30/2020
DHS	\$ (12,415)	income	M.S. 471.59	DOR provided data entry services	9/1/2015	6/30/2019
MMB	\$ 46,431	\$ 46,431	M.S. 16A.055 & 471.59	Enterprise Talent Development Services	7/15/2017	6/30/2019
MMB	\$ 11,388	\$ 11,388	M.S. 16A.055 & 471.59	Statewide Recruiting Services	7/15/2017	6/30/2019
MMB	\$ 25,000	\$ 6,462	M.S. 16A.055; & 471.59	Service Agreement #114	7/18/2019	90 Days
MMB	\$ 25,000	\$ 9,703	M.S. 16A.055; & 471.59	Service Agreement #115	7/18/2019	90 Days
MMB	\$ 75,000	\$ 62,686	M.S. 16A.055; & 471.59	Service Agreement #121	8/30/2018	90 Days
MMB	\$ 25,000	\$ 6,086	M.S. 16A.055; & 471.59	Service Agreement #142	2/15/2019	90 Days
MMB	\$ 25,000	\$ -	M.S. 16A.055; & 471.59	Service Agreement #146	2/15/2019	90 Days
MMB	\$ 25,000	\$ -	M.S. 16A.055; & 471.59	Service Agreement #164	6/3/2019	90 Days
MMB	\$ 305,280	\$ 118,072	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services-Project 2019-140	3/8/2019	12/31/2019
MMB	\$ 261,000	\$ 250,388	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services-Project 2019-166	4/3/2019	8/28/2019
MMB	\$ 144,000	\$ 53,914	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services-Project 2019-176	4/29/2019	9/30/2019
MMB	\$ 169,000	\$ 159,527	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services-Project 2019-180	4/23/2019	6/30/2019
MN.IT Services	\$ 31,788,158	\$ 27,386,299	M.S. 16A.055; 16E.016	MN.IT Enterprise IT Services	7/1/2017	6/30/2019
Total	\$ 33,596,141	\$ 28,714,255				

SADORN: AUG 22 2017


STATE OF MINNESOTA

OFFICE OF THE ATTORNEY GENERAL

Received
AUG 22 2017
Commissioner's Office

TO: CYNTHIA BAUERLY
Commissioner
Minnesota Department of Revenue
600 North Robert Street, 4th Floor
St. Paul, MN 55416

DATE: August 18, 2017

FROM: KAREN D. OLSON 
Deputy Attorney General
445 Minnesota St., #900
St. Paul, MN 55101-2127

PHONE: (651) 757-1370
FAX: (651) 297-4139
TTY: (651) 296-1410

SUBJECT: **Interagency Agreement**

Attached please find a fully executed original of the interagency agreement between the Minnesota Department of Revenue and the Attorney General's Office for FY 2018 and FY 2019.

If you have any questions about this agreement, please feel free to contact me. I would appreciate it if you would distribute a copy to anyone in your agency you feel should have one.

Thank you.

Attachment

cc: Ray Smith, Director of Finance (w/original encl)
Ashley Flannum, Docketing Coordinator(w/encl)

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
FY 2018 and FY 2019**

WHEREAS, pursuant to Minnesota Statutes Chapter 8, the Attorney General shall provide legal services to state agencies, boards and commissions; and

WHEREAS, pursuant to Minn. Stat. § 8.15, subd. 3, the Attorney General is authorized to enter into agreements with executive branch agencies to provide legal services; and

WHEREAS, the Department of Revenue ("Department") needs additional legal services in order to administer and enforce the state tax laws, procedures and deliver its programs. This agreement is entered into with the understanding that the funding for litigation support provided for in this agreement is in addition to attorney resources the Attorney General's Office ("AGO") currently allocates to the support of tax litigation.

NOW, THEREFORE, IT IS AGREED:

1. The Department has determined that it needs additional legal services for FY 2018 and FY 2019 and the Attorney General has agreed to provide those additional legal services for FY 2018 and FY 2019. The Attorney General will provide an additional 4,300 hours of legal services in each of the fiscal years at the hourly rate of \$131.00 for attorney services or \$83.00 for legal assistant services during the period covering FY 2018 and FY 2019. The Attorney General will continue to provide 5,250 hours in each of the fiscal years in addition to the 4,300 hours funded by the Department in each of the fiscal years. The actual breakdown of legal services provided by attorneys and by legal assistants will be determined within the AGO's discretion.
2. Terms of payment. The Department shall pay or transfer to the AGO the sum of \$563,300 in FY 2018 and in FY 2019 in four quarterly installments of \$140,825 each on the first day of each quarter, with the exception of the last quarterly payment. The last quarterly payment shall be due within 10 business days of the receipt of the last monthly report (described in paragraph five) for FY 2018 and FY 2019, respectively.
3. AGO will provide legal services to the Department in accordance with Minn. Stat. § 8.06, except those duties, if any, delegated to Department personnel or provided by outside counsel under section 8.06. The scope of legal services to be provided includes all matters pertaining to the Department's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, provision of training and education to Department staff, and other legal needs as may be necessary.
4. AGO staff will meet with the Department upon request to review priorities for legal services.

5. The hours of legal services provided under this agreement and the AGO self-funded hours will be recorded by AGO staff for use in the AGO billing system. When recording hours of legal services provided, the AGO staff will identify specific information about the services provided, including identifying the appropriate AGO docket number, and names of Department staff involved, if applicable. The AGO will provide the Department with a report of all hours of services provided under this agreement and the AGO self-funded hours on a monthly basis. Each report will include data from either two (2) or three (3) complete pay periods, from the end date of the preceding report through the last full pay period of the month in which the report is produced. The AGO will provide each report to the Department no later than four (4) weeks after the end of the period covered by the report.
6. Litigation costs and expenses: including but not limited to the cost of filing legal documents and hiring expert witnesses and court reporters will be paid directly by the Department and will not come from the funds identified to be paid to AGO in this agreement. AGO staff will complete a "Notice of Need for Encumbrance" form and forward a copy to the Department before special expenses or obligations are incurred.
7. This Agreement supersedes any and all prior agreements of the parties relating to the provision of legal services. Any further amendments to this agreement shall be in writing and shall be executed as an amendment.
8. The authorized agent of the AGO for purposes of this Agreement is Raymond Smith, Director of Finance. The Department's authorized agent for purposes of this Agreement is Terese Mitchell, Director of Appeals and Legal Services.
9. Notwithstanding the foregoing, if there is a substantial change in the circumstances that were the bases for the parties' mutual estimate, e.g., the unexpected initiation or conclusion of a major lawsuit, the parties may then revise and renegotiate this agreement if necessary to reflect that change in circumstances.

APPROVED:

DEPARTMENT OF REVENUE

By: 

Title: Commissioner

Date: 8/15/17

OFFICE OF THE ATTORNEY GENERAL

By: 

Title: Deputy Attorney General

Date: 8/16/17

**MINNESOTA MANAGEMENT AND
BUDGET**

By: 

Title: Deputy Commissioner

Date: 8/17/17

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

Originator of agreement, complete this section:

Total amount of interagency agreement: \$ 40,000 / year

Proposed Start Date: 05/01/2018

Proposed End Date: Ongoing until either party requests cancellation or amendment

SFY18 - SWIFT FinDeptID: H55EB31100 \$ 40,000

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

SFY19 - SWIFT FinDeptID: H55EB31100 \$ 40,000

SFY20 - SWIFT FinDeptID: H55EB31100 \$ 40,000

**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: _____

SWIFT Contract #: IAK %

SWIFT Purchase Order #: _____

Buyer Initials: _____ Date Encumbered: _____

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

Originator of agreement, complete this section:

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

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

NOW, THEREFORE, it is agreed:

I. PROVIDING AGENCY DUTIES the PROVIDING AGENCY shall:

Assist agency representatives with the identification, collection, forensically sound data recovery and analysis of digital media, to include in a report on findings. Project may include testifying under oath at related hearings and legal proceedings. DHS staff must complete disclosure training, including annual information security and disclosure training. In addition, they must provide a signed Request for Access, Acceptable Use and Confidentiality Agreement, IRS Penalty Acknowledgment, Disclosure Agreement with Vendor (IRS Publication 1075) and Social Security Number.

II. REQUESTING AGENCY'S DUTIES the REQUESTING AGENCY shall:

MDOR shall make available information & support necessary for DHS to complete its duties under the agreement.

III. CONSIDERATION AND TERMS OF PAYMENT

In consideration for services provided, the PROVIDING AGENCY will provide the REQUESTING AGENCY with an annual invoice for services performed.

The REQUESTING AGENCY shall make payment to the PROVIDING AGENCY within 30 days after receipt of the invoice for services satisfactorily performed.

If the invoice is incorrect, defective or otherwise improper, the REQUESTING AGENCY will notify the PROVIDING AGENCY within 10 days of discovering the error. The REQUESTING AGENCY will pay the PROVIDING AGENCY within 30 days of receiving a corrected invoice.

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.

III. TERMS OF AGREEMENT

This agreement shall be effective on May 1, 2018, 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 ongoing until either party requests cancellation or amendment of the agreement.

V. CANCELLATION

For Cause or Convenience. 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.

VI. AUTHORIZED REPRESENTATIVES

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Jeff Winger, or his/her successor

The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Gary Johnson, DHS Internal Audits or his successor. If the PROVIDING AGENCY's Authorized Representative changes at any time during this contract, the REQUESTING AGENCY must be notified immediately.

VII. AMENDMENTS

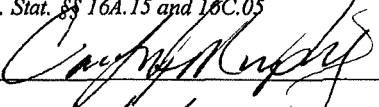
Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

IN WITNESS WHEREOF, the parties have caused this contract 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

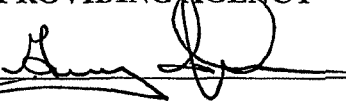
By: 

Date: 5/16/2018

SWIFT Contract No: 141950

SWIFT PO #: 3-11295

2. PROVIDING AGENCY

By: 

Title: DIRECTOR OF INTERNAL AUDITS

Date: 5/16/18

3. REQUESTING AGENCY

By: 
With delegated authority

Title: C70

Date: 5/31/18

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

Contracting, Procurement & Legal Compliance, Contracts Unit- #0941

Amendment #2 to Interagency Contract # 99203

Contract Start Date:	<u>09/01/2015</u>	Total Contract Amount:	<u>\$12,415.20</u>
Original Contract Expiration Date:	<u>09/01/2016</u>	Original Contract:	<u>\$6,115.20</u>
Current Contract Expiration Date:	<u>12/30/2017</u>	Previous Amendment(s) Total:	<u>\$6,300.00</u>
Requested Contract Expiration Date:	<u>6/30/2019</u>	This Amendment:	<u>\$0</u>

This amendment is by and between the State of Minnesota, through its Commissioner of State of Minnesota acting through its Department of Human Services, Mental Health Division (Requesting agency) and the Minnesota Department of Revenue, "Contractor" or Providing Agency.

Recitals

1. REQUESTING AGENCY has a contract with the Providing Agency Identified as IAK%99203 to provide data entry services from hard copies of mental health services surveys and forward the electronic data to REQUESTING AGENCY.
2. We need to extend the time-period through 6/30/2019 in order to continue the mental health services surveys.
3. The Requesting Agency and the Providing Agency are willing to amend the Original Contract 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 IV. "Terms of Agreement" is amended as follows:

IV. TERMS OF AGREEMENT. This agreement shall be effective on 09/01/2015 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 ~~42/30/2017~~ 6/30/2019, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause II, part A. "Consideration" is amended as follows:

A. Consideration. ~~Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY at a rate of \$34.00 per hour (per employee) for development, testing, and data entry costs. The REQUESTING AGENCY will pay for development/testing at \$100/HR (per employee) and for Data entry at \$30.27/HR (per employee).~~

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect. **If this amendment is not fully executed before the expiration date of the original contract, including any previous amendments, then the original contract and all previous amendments are hereby incorporated into this amendment by reference.**

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: A. Bigbear

Date: 3-14-18

SWIFT Contract No. #99203

3. REQUESTING AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: Mark D.J.
(with delegated authority)

Title: Behavioral Health Director

Date: 4/16/18

2. PROVIDING AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: Don Cassen

Title: CEO

Date: 3/26/18

By: _____

Title: _____

Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy

Amendment #1 to Interagency Contract # 99203

Contract Start Date:	<u>09/01/2015</u>	Total Contract Amount:	<u>\$ 12,415.20</u>
Original Contract Expiration Date:	<u>09/01/2016</u>	Original Contract:	<u>\$ 6,115.20</u>
Current Contract Expiration Date:	<u>09/01/2016</u>	Previous Amendment(s) Total:	<u>\$ 0</u>
Requested Contract Expiration Date:	<u>12/30/2017</u>	This Amendment:	<u>\$ 6,300.00</u>

(Note: Encumber equally between FY17 and FY18)

This amendment is by and between the State of Minnesota, through its Commissioner of State of Minnesota acting through its Department of Human Services, Adult Mental Health Division (Requesting agency) and the Minnesota Department of Revenue, "Contractor" or Providing Agency.

Recitals

1. REQUESTING AGENCY has a contract with the Providing Agency identified as IAK%99203 to provide data entry services from hard copies of mental health services surveys and forward the electronic data to REQUESTING AGENCY.
2. We need to extend the time-period from 09/01/2016 to 12/30/2017, since we are continuing our mental health services surveys through this time period.
3. The parties have agreed to revise the information privacy language to reflect the fact that the Requesting Agency will only provide de-identified data to Providing Agency under this contract.
4. The Requesting Agency and the Providing Agency are willing to amend the Original Contract 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 IV. "**Term of Contract**" is amended as follows:

IV. **TERMS OF AGREEMENT.** This agreement shall be effective on 09/01/2015 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 09/01/2016 12/30/2017, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 1. is amended as follows:

I. PROVIDING AGENCY DUTIES. PROVIDING AGENCY shall:

- A. Create a draft text file in a format described by REQUESTING AGENCY and containing necessary fields and elements to capture all data reported in the mental health survey responses. Provide draft text file to REQUESTING AGENCY for REQUESTING AGENCY'S review and approval. Collaborate with REQUESTING AGENCY to make any necessary revisions to the draft text file and produce a final version of the text file.

- B. Enter all data from the hard copies of the mental health survey responses supplied by the REQUESTING AGENCY into the agreed-upon text file. REQUESTING AGENCY will supply hard copies of survey responses on an ongoing, rolling basis.
- C. Email via secure ~~re~~ e-mail the completed text file to the REQUESTING AGENCY'S authorized representative at DHS.AMHIS@state.mn.us within three weeks of receipt of hardcopies. If PROVIDING AGENCY anticipates that it will not meet the three-week deadline, PROVIDING AGENCY must notify REQUESTING AGENCY of the potential delay, and the parties will cooperate to reasonably adjust the schedule.
- D. Allow REQUESTING AGENCY to pick up the original hardcopies of the data from the PROVIDING AGENCY.

REQUESTING AGENCY'S DUTIES. REQUESTING AGENCY shall:

- A. Provide to PROVIDING AGENCY paper hardcopies of work for data entry.
- B. Designate a File Transfer Protocol ("FTP") address for completing tasks related to this agreement.

REVISION 3. Clause II, paragraphs A and C are revised as follows:

- A. **Consideration.** Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY at a rate of \$34.00 per hour (per employee) for development, testing, and data entry costs.
- B. **Total obligation.** The total obligation of the REQUESTING AGENCY for all compensation and reimbursements to PROVIDING AGENCY shall not exceed ~~six thousand, one hundred and fifteen dollars and twenty cents (\$6,115.20)~~ twelve thousand, four hundred and fifteen dollars and twenty cents (\$12,415.20).

REVISION 4. Clause X is deleted in its entirety and replaced with the following:

- A. It is expressly agreed that REQUESTING AGENCY will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to PROVIDING AGENCY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a. All data Providing Agency receives for data entry under this contract will be de-identified by Requesting Agency prior to disclosure to Providing Agency.
- B. It is expressly agreed that PROVIDING AGENCY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of REQUESTING AGENCY for a function or activity

regulated by 45 C.F.R. 160 or 164. All data Providing Agency receives for data entry under this contract will be de-identified by Requesting Agency prior to disclosure to Providing Agency. Accordingly, PROVIDING AGENCY is not a "business associate" of REQUESTING AGENCY, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, PROVIDING AGENCY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If PROVIDING AGENCY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, PROVIDING AGENCY will be responsible for its own compliance.

- C. Notwithstanding paragraph A and B, in its capacity as PROVIDING AGENCY under this Contract, PROVIDING AGENCY must comply with the provisions of the Data Practices Act under Minn. Stat., ch. 13. Any data created, collected, received, stored, used, maintained or disseminated by PROVIDING AGENCY in performing its duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the PROVIDING AGENCY or the REQUESTING AGENCY.
- D. In its capacity as PROVIDING AGENCY under this contract, PROVIDING AGENCY is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by PROVIDING AGENCY in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
- E. If the PROVIDING AGENCY receives a request to release data created, collected, received, stored, used, maintained or disseminated by PROVIDING AGENCY in performing its duties under this Contract, PROVIDING AGENCY must immediately notify and consult with the REQUESTING AGENCY's Authorized Representative as to how the PROVIDING AGENCY should respond to the request.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 8-22-16

SWIFT Contract No. #99203

3. REQUESTING AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed

By: [Signature]

Title: Deputy Assistant Commissioner
(with delegated authority)

Date: September 2, 2014

2. PROVIDING AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: [Signature]

Title: Assistant Commissioner

Date: 8/30/16

By: _____

Title: _____

Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy

**REQUESTING AGENCY OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES
INTERAGENCY AGREEMENT**

Originator of agreement, complete this section:

Total amount of interagency agreement: \$6,115.20

Proposed Start Date: 09 / 01 / 2015

Proposed End Date: 09 / 30 / 2016

SFY13 - 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.

SFY16 - SWIFT FinDeptID: H55EB 3 1 2 9 7 \$ 6115.20 amount

SFY17 - SWIFT FinDeptID: H55EB _____ \$ _____ 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 PROVIDING AGENCY: G670000000

SWIFT Contract #: _____

SWIFT Purchase Order #: _____

Buyer Initials: _____ Date Encumbered: _____

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

Originator of agreement, complete this section:

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

THIS INTERAGENCY AGREEMENT, and amendments and supplements, is between the State of Minnesota, acting through its Department of Human Services, Adult Mental Health Division (hereinafter the REQUESTING AGENCY) and the Minnesota Department of Revenue (hereinafter the PROVIDING AGENCY).

WHEREAS, REQUESTING AGENCY is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10;

WHEREAS, PROVIDING AGENCY is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10; and

WHEREAS, REQUESTING AGENCY requires data entry services to transfer mental health services survey responses from hard copies to an electronic format in order to fulfil the requirements of the Federal Block Grant REQUESTING AGENCY has received; and

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

NOW, THEREFORE, the Parties agree as follows:

I. PROVIDING AGENCY DUTIES. PROVIDING AGENCY shall:

- A. Create a draft text file in a format described by REQUESTING AGENCY and containing necessary fields and elements to capture all data reported in the mental health survey responses. Provide draft text file to REQUESTING AGENCY for REQUESTING AGENCY'S review and approval. Collaborate with REQUESTING AGENCY to make any necessary revisions to the draft text file and produce a final version of the text file.
- B. Enter all data from the hard copies of the mental health survey responses supplied by the REQUESTING AGENCY into the agreed-upon text file. REQUESTING AGENCY will supply hard copies of survey responses on an ongoing, rolling basis.
- C. Email via secure e-mail the completed text file to the REQUESTING AGENCY'S authorized representative at DHS.AMHIS@state.mn.us within three weeks of receipt of hardcopies. If PROVIDING AGENCY anticipates that it will not meet the three-week deadline, PROVIDING AGENCY must notify REQUESTING AGENCY of the potential delay, and the parties will cooperate to reasonably adjust the schedule.
- D. Allow REQUESTING AGENCY to pick up the original hardcopies of the data from the PROVIDING AGENCY.

REQUESTING AGENCY'S DUTIES. REQUESTING AGENCY shall:

- A. Provide to PROVIDING AGENCY paper hardcopies of work for data entry.
- B. Designate a File Transfer Protocol ("FTP") address for completing tasks related to this agreement.

II. CONSIDERATION AND TERMS OF PAYMENT.

- A. **Consideration.** Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY at a rate of \$34.00 per hour (per employee) for development, testing, and data entry costs.
- B. **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.
- C. **Total obligation.** The total obligation of the REQUESTING AGENCY for all compensation and reimbursements to PROVIDING AGENCY shall not exceed six thousand, one hundred and fifteen dollars and twenty cents (\$6,115.20). /
- D. **Federal funds.** Payments under this contract will be made from federal funds obtained by the STATE through the Catalog of Federal Domestic Assistance (CFDA) Number 93.958; authorized under Public Law 106-310, 42 U.S.C 300X; Public Health Service Act, Title XIX, Part B, Subpart I, as amended. The CONTRACTOR is responsible for compliance with all applicable federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by CONTRACTOR'S failure to comply with federal requirements. If at any time such funds become unavailable, this contract will be terminated immediately upon written notice of such fact by the STATE to the CONTRACTOR. In the event of such termination, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

III. 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.

IV. TERMS OF AGREEMENT. This agreement shall be effective on 09/01/2015, 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 09/01/2016, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

V. 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.

VI. AUTHORIZED REPRESENTATIVES.

A. **Requesting Agency.** The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is **Terry Gromala** or her successor.

B. **Providing Agency.** The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is **Pong Xiong** 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.

VII. 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.

VIII. 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.

IX. 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.

X. INFORMATION PRIVACY PROTECTION.

The PROVIDING AGENCY and REQUESTING AGENCY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, ch. 13, and the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 164.103, et seq., as it applies to all data provided by the REQUESTING AGENCY under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the PROVIDING AGENCY under this grant contract. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes, ch. 13, by either the PROVIDING AGENCY or the REQUESTING AGENCY. Additionally, the remedies of HIPAA apply to the release of data governed by HIPAA.

If the PROVIDING AGENCY receives a request to release the data referred to in this clause, the PROVIDING AGENCY must immediately notify and consult with the REQUESTING AGENCY's Authorized Representative as to how the PROVIDING AGENCY should respond to the request. The PROVIDING AGENCY's response to the request shall comply with applicable law.

12.1. Information Covered by this Provision. In carrying out its duties, PROVIDING AGENCY shall be handling one or more types of private information, collectively referred to as "protected information," concerning individual clients of REQUESTING AGENCY programs or services. "Protected information," for purposes of this grant contract, includes any or all of the following:

(a) Private data (as defined in Minnesota Statutes, section 13.02, subdivision 12), confidential data (as defined in Minnesota Statutes, section 13.02, subdivision 3), welfare data (as governed by Minnesota Statutes, section 13.46), medical data (as governed by Minnesota Statutes, section 13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13;

(b) Health records (as governed by the Minnesota Health Records Act [Minnesota Statutes, sections 144.291 - 144.298]);

(c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. §§ 2.1 to 2.67);

(d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);

(e) Federal tax information ("FTI") (as protected by 26 U.S.C. § 6103), and

(f) Other data subject to applicable REQUESTING AGENCY and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

12.2. General Oversight Responsibilities. PROVIDING AGENCY shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of REQUESTING AGENCY. This responsibility includes:

(a) Training: Ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed in 12.1, and

(b) Minimum necessary access to information. PROVIDING AGENCY shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by PROVIDING AGENCY shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minnesota Statutes, section 13.05 subdivision 3.

(c) Information Requests. Unless provided for otherwise in this grant contract, if PROVIDING AGENCY receives a request to release protected information, PROVIDING AGENCY must immediately notify REQUESTING AGENCY. REQUESTING AGENCY shall provide PROVIDING AGENCY instructions or direction concerning the release of the data to the requesting party before the data is

released. See paragraph 12.3(e) below regarding requests from individuals for their own data.

12.3. Additional Duties to Ensure Proper Handling of Protected Information.
The PROVIDING AGENCY shall:

(a) Not use or disclose protected health information other than as permitted or required by this grant contract or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this grant contract;

(c) As required at 45 C.F.R. §164.410, report to REQUESTING AGENCY any use or disclosure of protected health information that is not provided for by the grant contract of which PROVIDING AGENCY becomes aware, including any breach of unsecured protected health information or any other “privacy” or “security incident” as described below. Upon direction from REQUESTING AGENCY, PROVIDING AGENCY must also attempt to mitigate harmful effects resulting from the disclosure.

(i) For purposes of this grant contract, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security incident shall not include pings and other broadcast attacks on PROVIDING AGENCY’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above; so long as such incidents do not result in unauthorized access, use or disclosure of REQUESTING AGENCY’s information. “Privacy incident” means violation of the MGDPA and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.

(ii) The report to the REQUESTING AGENCY must be in writing and must be sent to REQUESTING AGENCY not more than seven (7) days after learning of such non-permitted use or disclosure. The report must, at a minimum:

- 1) Identify the nature of the non-permitted use or disclosure;
- 2) Identify the PHI used or disclosed;
- 3) Identify who made the non-permitted use or disclosure, and who received the non-permitted or violating disclosure, if known;
- 4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures;
- 5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and
- 6) Provide such other information, including any written documentation, as REQUESTING AGENCY may reasonably request.

(iii) PROVIDING AGENCY will provide notice required by 45 C.F.R. §§ 164.404 through 164.408 to affected individuals, news media, and/or the Office of Civil Rights, Department of Health and Human Services, only upon direction from and in coordination with the REQUESTING AGENCY.

(d) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applica-

ble, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree in writing to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Within ten (10) business days of a request from an individual or their designee, make available protected health information in a designated record set, consistent with Minnesota Statutes, section 13.04, subd. 3, and 45 C.F.R. § 164.524;

(f) Within ten (10) business days, forward any request to make any amendment(s) to protected health information in a designated record set to REQUESTING AGENCY in order for the REQUESTING AGENCY to satisfy REQUESTING AGENCY's obligations under Minnesota Statutes, section 13.04, subdivision 3 and 45 C.F.R. §164.526;

(g) Maintain and make available no later than fifteen (15) days after receipt of request from the REQUESTING AGENCY, the information required to provide an accounting of disclosures to the REQUESTING AGENCY as necessary to satisfy the REQUESTING AGENCY's obligations under 45 C.F.R. §164.528, or upon request from REQUESTING AGENCY respond directly to individual's request for an accounting of disclosures;

(h) To the extent the business associate is to carry out one or more of the REQUESTING AGENCY's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the REQUESTING AGENCY in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(j) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by REQUESTING AGENCY.

12.4. REQUESTING AGENCY's Duties. REQUESTING AGENCY shall:

(a) Only release information which it is authorized by law or regulation to share with PROVIDING AGENCY.

(b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with PROVIDING AGENCY.

(c) Notify PROVIDING AGENCY of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect PROVIDING AGENCY'S use or permitted disclosure of protected information.

(d) Not request PROVIDING AGENCY to use or disclose protected information in any manner that would not be permitted under law if done by REQUESTING AGENCY.

12.5. Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Contract Termination. Upon completion, expiration, or termination of this grant contract, PROVIDING AGENCY shall return to REQUESTING AGENCY or destroy all protected information received or created on behalf of REQUESTING AGENCY for purposes associated with this grant contract. PROVIDING AGENCY shall return the protected information to the REQUESTING AGENCY's Authorized Representative or provide the REQUESTING AGENCY with written certification of destruction of the protected information. PROVIDING AGENCY shall retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if PROVIDING AGENCY is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this grant contract, PROVIDING AGENCY shall extend the protections of this grant contract to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as PROVIDING AGENCY maintains the information.

12.6. Sanctions. In addition to acknowledging and accepting the general terms set forth in this grant contract relating to indemnification, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions (including but limited to civil and criminal penalties) by, among other agencies, the U.S. Department of Health and Human Services, Office for Civil Rights; the federal Internal Revenue Service (IRS); the Centers for Medicare & Medicaid Services (CMS); and the Office of the Attorney General for the REQUESTING AGENCY Minnesota.

12.7. Miscellaneous.

(a) DHS Information Security Policy. Additional information regarding the handling and, as appropriate, destruction (upon expiration or termination of a grant contract) of protected information obtained from DHS is available at <https://edocs.dhs.REQUESTING AGENCY.mn.us/lfsrver/Public/DHS-4683-ENG>.

(b) Effect of statutory amendments or rule changes. The Parties agree to take such action as is necessary to amend this grant contract from time to time as is necessary for compliance with the requirements of the laws listed in paragraph 12.1 of this clause or in any other applicable law. However, any requirement in this grant contract or in the DHS Information Security Policy that is based upon HIPAA Rules or upon other federal or REQUESTING AGENCY information privacy or security laws means the requirement as it is currently in effect, including any applicable amendment(s), regardless of whether the grant contract has been amended to reflect the amendments(s).

(c) Interpretation. Any ambiguity in this grant contract shall be interpreted to permit compliance with the laws listed in paragraph 12.1 of this clause or in any other applicable law.

(d) Survival. The obligations of PROVIDING AGENCY under this clause shall survive the termination of this grant contract.

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: _____

SWIFT Contract No: _____

SWIFT PO #: _____

2. PROVIDING AGENCY

By: _____

Title: Interim Financial Manager

Date: 16 Nov 15

3. REQUESTING AGENCY

By: Alvin Michols
With delegated authority

Title: Director of Mental Health

Date: 11/13/15

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

Contracting, Procurement & Legal Compliance, Contracts Unit- #0941

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.21 and 471.59, this is an agreement between Minnesota Management and Budget and Department of Revenue.

1. Services to be Performed:

MMB will design and implement training and development programs for executive branch employees to promote individual, group, and agency efficiency and effectiveness. The programs will include but are not limited to mandatory training and development requirements.

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 MDOR: Lee Ho, Deputy Commissioner, or his successor, 600 North Robert Street, 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 19= \$46,431

You will receive a quarterly invoice from MMB for 25% of this amount, beginning August 2018. Each quarterly invoice shall be paid within 30 days of receipt.

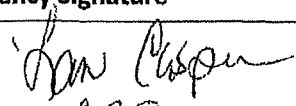

3. Term of Agreement:

This agreement is effective July 20, 2018, and shall remain in effect until June 30, 2019.

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: 	By: 
Title: CFO	Title: CFO
Date: 7/20/18	Date: 7-20-18

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.09 and 471.59, this is an agreement between Minnesota Management & Budget and the Department of Revenue.

1. Services to be Performed:

The statewide recruiting unit 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 MDOR: Lee Ho, Deputy Commissioner, or his successor, 600 North Robert 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: \$11,388

Enter a FY19 appropriation transfer in SWIFT to accounting string:
Fund – 2001, FinDeptID – G1010000, ApprID – G100102

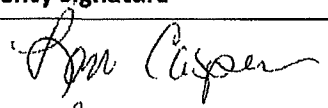
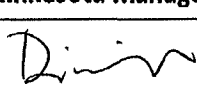
3. Term of Agreement:

This agreement is effective July 1, 2018, and shall remain in effect until June 30, 2019.

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: 	By: 
Title: CFO	Title: CFO
Date: 7/24/19	Date: 7-24-18

STATE OF MINNESOTA
INTERAGENCY AGREEMENTPD Ar 3-11-69
#2 3-11-77

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** July 18, 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 Jamie Gudeknecht or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson 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.

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

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

Signed: [Signature]

Date: 7/18/18

Purchase Order No.: 3000011669

3. DEPARTMENT OF REVENUE

By: [Signature]
(with delegated authority)

Title: Assistant Commissioner

Date: 07/18/2018

2. MINNESOTA MANAGEMENT & BUDGET

By: [Signature]
(With delegated authority)

Title: CFO

Date: 7-18-18

STATE OF MINNESOTA
INTERAGENCY AGREEMENT1st 3-11-72
2nd 3-00/1978

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** July 18, 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 Jamie Gudeknecht or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson 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.

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

Guy Leoman
Individual certifies that funds have been encumbered as
required by Minn. Stat. §§ 16A.15 and 16C.05.
Signed: [Signature]
Date: 7/18/18
Purchase Order No.: 3000011670

3. DEPARTMENT OF REVENUE

By: [Signature]
(with delegated authority)
Title: Assistant Commissioner
Date: 07/18/2018

2. MINNESOTA MANAGEMENT & BUDGET

By: [Signature]
(With delegated authority)
Title: CFO
Date: 7-18-18

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT Amendment 2**

This agreement is between the Department of Revenue [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Recitals

1. The Parties agree to amend this agreement to increase the amount of the agreement.
2. The State and the Contractor are willing to amend the Original Work Order as stated below.

Amendment

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

Revisions

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~~ \$40,000 \$75,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 12/12/18

Purchase Order No.: 3000011889

3. DEPARTMENT OF REVENUE

By: [Signature]
(with delegated authority)

Title: Assistant Commissioner

Date: 12/12/2018

2. MINNESOTA MANAGEMENT & BUDGET

By: [Signature]
(With delegated authority)

Title: CFO

Date: 12/12/18

STATE OF MINNESOTA
INTERAGENCY AGREEMENT Amendment 1

This agreement is between the Department of Revenue [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Recitals

1. The Parties agree to amend this agreement to increase the amount of the agreement.
2. The State and the Contractor are willing to amend the Original Work Order as stated below.

Amendment

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

Revisions

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~~ \$40,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Purchase Order No.: 30000 11889

3. DEPARTMENT OF REVENUE

By: _____

(with delegated authority)

Title: _____

Date: _____

2. MINNESOTA MANAGEMENT & BUDGET

By: _____

(With delegated authority)

Title: _____

Date: _____

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *August 30, 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 Alyssa Haugen or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson 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.

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

Guy Hedman
Individual certifies that funds have been encumbered as
required by Minn. Stat. §§ 16A.15 and 16C.05.
Signed: [Signature]
Date: 8/30/18
Purchase Order No.: 3000011889

3. DEPARTMENT OF REVENUE

By: [Signature]
(with delegated authority)
Title: Deputy Commissioner
Date: 8/30/18

2. MINNESOTA MANAGEMENT & BUDGET

By: [Signature]
(With delegated authority)
Title: CFD
Date: 8-30-18

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *February 6, 2019* 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 Kathy Zieminski or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson 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.

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

153380
Individual certifies that funds have been encumbered as
required by Minn. Stat. §§ 16A.15 and 16C.05
Signed: [Signature]
Date: 2/15/2019
Purchase Order No.: 3-12373

3. DEPARTMENT OF REVENUE

By: [Signature]
(with delegated authority)
Title: CTD
Date: 2/15/19

2. MINNESOTA MANAGEMENT & BUDGET

By: [Signature]
(With delegated authority)
Title: CMO
Date: 2-19-19

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *February 15, 2019* 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 Kathy Zieminski or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson 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.

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

153379
Individual certifies that funds have been encumbered as
required by Minn. Stat §§ 16A 15 and 16C.05
Signed: [Signature]
Date: 2/15/2019
Purchase Order No.: 3-12372

3. DEPARTMENT OF REVENUE

By: [Signature]
(with delegated authority)
Title: CFO
Date: 2/15/19

2. MINNESOTA MANAGEMENT & BUDGET

By: [Signature]
(With delegated authority)
Title: CFO
Date: 2-19-19

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *May 28, 2019* 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 Kathy Ziemiński or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson 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.

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: Cathy A. Murphy

Date: 6/3/2019

Purchase Order No.: 158735-3000012694

3. DEPARTMENT OF REVENUE

By: Ron Casper

(with delegated authority)

Title: CFO

Date: 6/3/29

2. MINNESOTA MANAGEMENT & BUDGET

By: Dan

(With delegated authority)

Title: CFO

Date: 6-4-19

Zieminski, Kathy (MDOR)

From: Dahlquist, Linda (MMB)
Sent: Tuesday, June 4, 2019 2:46 PM
To: ajg@ratwiklaw.com
Cc: Zieminski, Kathy (MDOR); Belle-Isle, Beth (MMB), Dahlquist, Linda (MMB), Claseman, Jennifer E (MMB)
Subject: Tab #164 - MDOR (Respectful Workplace) Investigation

Dear Alex,

We have obtained all signatures on the Interagency Agreement for Tab #164 - MDOR (Respectful Workplace) Investigation.

Your contact is Kathy Zieminski. Her phone number is 651-556-6660 and email is Kathy.Zieminski@state.mn.us.

Please reference **Tab #164** on all emails and invoices in regards to this investigation.

Best regards,

Linda Dahlquist

Executive Assistant | Commissioner's Office

651-201-8015 (office)

Linda.dahlquist@state.mn.us

Minnesota Management and Budget

658 Cedar Street, Saint Paul, MN 55155

mn.gov/mmb





AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-140

WHEREAS, the State of Minnesota, Minnesota Department of Revenue, has an interagency agreement identified as 2019-140 (Contract: 154204, Order: 3000012434) with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) 3 of the original contract shall be amended to read:

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:

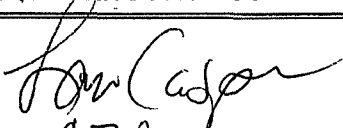
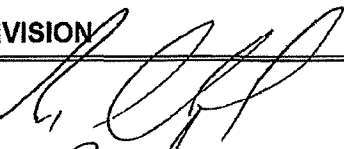
Up to ~~640~~ 688 hours at rate of \$160/hour for services provided by Jan Alexander. The Division will also invoice up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$110,400.00~~ \$118,080.00.

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 actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: 	By: 
Title: <u>CFO</u>	Title: <u>Director</u>
Date: <u>6/25/19</u>	Date: <u>6-29-19</u>



AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-140

WHEREAS, the State of Minnesota, Minnesota Department of Revenue, has an interagency agreement identified as 2019-140 (Contract: 154204, Order: 3000012434) with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) 3 & 4 of the original contract shall be amended to read:

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 ~~688-1,858~~ hours at rate of \$160/hour for services provided by Jan Alexander. The Division will also invoice up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$118,080.00~~ \$305,280.00.

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 actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Effective Dates:

This agreement is effective March 11, 2019, 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, 2019~~ December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: <i>Kari Casper</i>	By: <i>Bob Blaw</i>
Title: <i>CFO</i>	Title: <i>Asst Director</i>
Date: <i>6/27/19</i>	Date: <i>6/25/19</i>



MAD Project Number: 2019-140
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Revenue

MAD Contact: Renda Rappa

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

Agency: <u>G67</u>	Fiscal Year: <u>2019</u>	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$110,400.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: <u>1000</u>	Fund: <u>1.000</u>	Fund:
Appr: <u>G676600</u>	Appr: <u>G677700</u>	Appr:
Org/Sub: <u>G6731042</u>	Org/Sub: <u>G6731042</u>	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: <u>\$88,320</u>	Amount: <u>\$22,080</u>	Amount:

Processing Information: (Some entries may not apply.)

Begin Date: 3/11/19

End Date: 6/30/2019

Contract:

154204 3/6/19 mpr
Number/Date/Entry Initials

Order:

3-12434 3/6/19 mpr
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 Minnesota Department of Revenue (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that through its Master Contract with Project Consulting Group it will sub-contract with Project Consulting Group to provide consulting services to the Requesting Agency as identified below:

Jan Alexander, Project Consulting Group: will work as an **Organizational Development, Consultation and Facilitation consultant** embedded with HR Team and HR Director to facilitate changes & create improvements.

- Changing Culture of HR to facilitate:
 - o Strategic Business Partner to Leaders
 - o Improve Employee Experience
 - o Improving/Redesigning HR Structure and Roles, Responsibilities and Decision Rights within Team to Create Clarity, Backup, Streamline Process and Provide HR Team with Appropriate Levels of Accountability and Authority/Empowerment
 - o Create Open Door HR Team
- Leverage Voice of the Customer and Create HR work Flows that Support Business Need
- Create Knowledge Management Plans
- Provide Coaching and Mentoring to Various Leaders (HR, Employee Experience, Equity)
- Provide Support to Assistant Commissioner

Deliverables

- o Creation of HR office standard operating procedures
- o Creation of HR office communications (internal and external)
- o Creation of HR office daily operations calendar
- o Periodic status reports to the Assistant Commissioner
- o Updates to Senior Management Team as requested

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Renda Rappa Requesting Agency: Alyssa Haugen

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 640 hours at rate of \$160/hour for services provided by Jan Alexander. The Division will also invoice up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$110,400.00.

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 actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Effective Dates:

This agreement is effective March 11, 2019, 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, 2019, 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 Alyssa Haugen. 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.

10. Liability:

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

Approved:

1. Requesting Agency	2. Management Analysis and Development
By: <i>Sam Casper</i>	By: <i>Reanda E Rappa</i>
Title: <i>C70</i>	Title: <i>Business Manager</i>
Date: <i>3/8/19</i>	Date: <i>March 7, 2019</i>



MAD Project Number: 2019-166
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Revenue

MAD Contact: Renda Rappa

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

Agency: <u>667</u>	Fiscal Year: <u>19</u>	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$261,000.00		Amount of Contract First FY:
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: <u>1000</u>	Fund:	Fund:
Appr: <u>6676100</u>	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: <u>\$261,000</u>	Amount:	Amount:

Processing Information: (Some entries may not apply.)

Begin Date: _____ End Date: _____

Contract: 156982/43019/CNPR
Number/Date/Entry Initials

Order: 3-12606/43019/CNPR
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 Minnesota Department of Revenue (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that through its Master Contract with Trissential it will sub-contract with Trissential to provide consulting services to the Requesting Agency as identified in Exhibit A, Statement of Work: Quality Improvement Initiative, 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 and Development: Renda Rappa Requesting Agency: Nicole Anderson

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:

Trissential will be paid up to \$253,000.00 in accordance to the hours and fixed fees identified in Exhibit A, Engagement Resources & Investment. The Division will also invoice up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$261,000.00

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 service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Effective Dates:

This agreement is effective April 8, 2019, 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 28, 2019, 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 Nicole Anderson. 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.

10. Liability:

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

Approved:

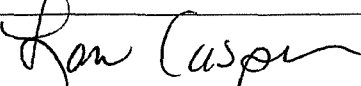
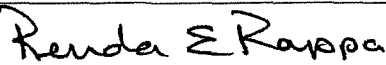
1. Requesting Agency	2. Management Analysis and Development
By: 	By: 
Title: CTO	Title: Business Manager
Date: 4/30/19	Date: April 4, 2019

Exhibit A



STATEMENT OF WORK:

QUALITY IMPROVEMENT INITIATIVE

Prepared by:
Cindy San Hamel, Senior Account Executive
Robert Gormley, Chief Essentialist Continuous Quality
April 2, 2019



1905 East Wayzata Boulevard, Suite 333
Wayzata, MN 55391
888.595.7970
www.trisessential.com

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ENGAGEMENT OVERVIEW

The Minnesota Department of Revenue (MN DOR) has requested that Trissential provide a proposal for helping the organization transform their GenTax quality processes through management consulting, organizational change leadership, and intelligent test architecture. The MN DOR's primary objectives for this engagement are to:

- Align on Quality goals with MN DOR leadership
- Provide Quality training to help improve people, process, and tools
- Provide Quality mentorship & advisory services
- Support formulation of a robust Quality strategy that includes better management visibility, improved effectiveness & efficiency, and reduced risk and cost

In addition to the primary objectives, the MN DOR will also look to:

- Understand the tools needed to support the Quality teams in process improvement
- Explore Robotic Process Automation (RPA) in order to know if it can be used to develop a comprehensive Test Data Management strategy
- Improve risk assessments as part of the Quality strategy
- Improve test case design and creation through business process models
- Improve requirements elicitation and creation as part of the Quality strategy

Trissential believes that a holistic Total Quality Management approach that includes People, Process and Technology will set up the MN DOR for long-term quality success. In addition to bringing in management consulting, organizational change leadership, and quality management expertise, Trissential will provide thought leadership, industry best practices, and an industrialized Quality discipline.

ENGAGEMENT APPROACH

Leadership Workshops - The Leadership Alignment Workshop is a facilitated discussion with the MN DOR's leadership team to determine Quality objectives. Each leadership team member will articulate what Quality Objectives are important to them and why. The direct outcomes of the Leadership Alignment Workshop will be:

- Alignment on what Quality objectives are important to leaders and what goals should be the focus for improvement in the Quality Improvement Initiative
- 3-5 shared Quality Objectives, to help define the mission of the improvement initiative
- Identification of who will be responsible for helping to develop the strategies to ensure that Quality Objectives are achieved
- Identification of high-level success criteria for measuring each Quality Objective

These outcomes will directly feed into the Tactics Workshops.

Tactics Workshops – The Tactics Workshops are facilitated discussions aimed at finding out who is doing what and in what ways based on the Quality Objectives defined by the Leadership team. The direct outcomes of the Tactics Workshops will be:

- Identification of the Quality Improvement tactics required to meet Quality Objectives
- Identification of the ownership and accountability for each tactic
- Identification of detailed success factors for measuring each tactic
- Identification of high-level timelines, costs, and resources for each tactic

The outcomes of the Tactics Workshops will be the driving force behind the development of the Quality Improvement roadmap.

Quality Training - In order to address important skills gap within the Quality team, Trissential will deliver the following training:

- Quality Fundamentals (anchored to industry standards as defined by ISQTB)
- Business Process Modeling & Test Case Design
- Requirements Design & Creation
- Business Agility Basics

The training will be conducted privately, in small groups of 12-16 individuals, and will include train the trainer coverage. There will be a high level overview of the training sessions for management. The goal of the Quality Training will be both training the current staff but also to operationalize the process of training new resources in the future.

Test Data Management Strategy – As part of the Strategic Quality HealthCheck in 2017, Trissential uncovered that over 40% of testing time within Tax Ops is spent on creation of data. In this engagement, Trissential will work with its partner (NICE) and the MN DOR to pilot a Test Data Management solution. As part of the POC, Trissential will put forward a Test Data Management Strategy for the MN DOR in order to alleviate some of the 40% of time spent on test data creation.

Tools Evaluation and Recommendation – In order to ensure that Quality process improvement is successful, Trissential will make tools recommendations to match the process improvements. Trissential will make sure to provide recommendations around:

- Quality lifecycle management
- Test case management
- Test traceability management
- Test asset management
- Quality metrics management

As part of the evaluation, Trissential will focus on the current set of tools within the MN DOR and understand if gaps exist within the current set of tools. In addition to tools, Trissential will work with the MN DOR on Test Environment management as part of the findings in the Strategic Quality HealthCheck showed a lack of testing efficiency due to environment contention

IN-SCOPE

The following is a list of the in-scope engagement tasks:

- Quality Management Consulting
 - Strategy & Vision
 - Roadmap
- Quality Management Workshops:
 - Leadership Alignment
 - Tactics
- Industrialized Quality Process Training:
 - High level overview of the four training sessions for management
 - Fundamentals
 - Business process models & Test case design
 - Requirements design & creation
 - Business Agility basics
- Test Data Management Strategy
 - Robotic Process Automation POC
- Quality Metrics Definitions
- Test Architecture Evaluation
- Quality Management Support:
 - Mentoring individuals and groups
 - One-on-one paired testing
 - Establishing and facilitating peer reviews
 - Establishing and facilitating weekly lunch and learns

The MN DOR may modify the items considered to be In-Scope but will do so knowing that changes will be agreed upon and may impact the delivery schedule and cost.

ENGAGEMENT ACTIVITY SUMMARY

The following is a high-level list of the activities that will be performed to complete this proposal:

Quality Workshops Activities

- Facilitated discussion with the MN DOR leadership
- Define data requirements for metrics
- Identify sources of data
- Create quality metric templates
- Facilitated discussion with each team about how to achieve success in the prioritized improvement areas

Output

- Prioritized list of improvement areas
- Tactics, enablers/challenges, and needs
- Quality metrics

Quality Training

Activities

- Define training requirements
- Tailor training material
- Deliver training
- Conduct follow-up mentorship and supplemental training (one-on-one, groups)
- Train the trainer

Output

- Training needs definition
- The MN DOR-specific training material
- Quality training delivery
- Quality training hand-off/transition
- Mentorship & supplemental training

Test Data Management Strategy

Activities

- Facilitated discussion with the Tax Ops team and MN.IT team
- Tax Ops business process models
- RPA tools POC
- TDM Strategy development

Output

- Test Data Management Strategy

Test Architecture Evaluation

Activities

- Facilitated discussion with the Tax Ops leads and MN.IT team
- Review of current tools and processes
- POC

Output

- Test architecture recommendation

OUT-OF-SCOPE

The following list is out of scope for this project:

- Unit Testing
- Performance Testing
- Security Testing
- Mobility Testing

- Project Testing
- Defect Management

The MN DOR may modify the items considered to be Out-Of-Scope but will do so knowing that changes will be agreed upon and may impact the delivery schedule and cost.

ENGAGEMENT DELIVERABLES

The following list articulates the deliverables for this engagement:

- Quality Workshops
- Quality Improvement Roadmap
- The MN DOR-specific training material
- Quality training, delivery & transition of 4 courses (up to 75 students per course)
 - High level management overview of the four courses (1 hour)
 - Quality Fundamentals (anchored to industry standards as defined by ISQTB) (? hours)
 - Business Process Modeling & Test Case Design (3 hours)
 - Requirements Design & Creation (? hours)
 - Business Agility Basics (2 hours)
- Test Data Management Strategy document
- Test Architecture Evaluation
- Test Architecture Recommendation document
- Quality Management Support

The MN DOR may modify the deliverables for this engagement but will do so knowing that changes will be agreed upon and may impact the delivery schedule and cost.

PROPOSED ENGAGEMENT SCHEDULE

The following is a proposed schedule for the Quality Improvement engagement:

- PROPOSAL (this document) signed off & through the MN DOR approval process by no later than April 5, 2019
- PROPOSAL Execution – April 8 – June 28, 2019

The above schedule may be changed by the MN DOR as deemed necessary, but the MN DOR will do so knowing that changes may impact the delivery schedule and cost.

ENGAGEMENT ROLES & RESPONSIBILITIES

Role	Name	Responsibility
MN DOR Engagement Sponsor	Carrie Buchholz	Formal engagement guidance, approval and acceptance. Provide Trissential experts with requirements and direction
Chief Essentialist Continuous Quality	Robert Gormley	Strategic Quality advisory services on-demand in Quality Strategy, Training, and Leadership
Senior Quality Consultant	TBD	Complete work associated with engagement deliverables and lead the Trissential project team
Senior SDET	TBD	Complete the work associated with engagement deliverables in Test Architecture and Test Data Management
Senior Business Analyst	TBD	Complete the work associated with engagement deliverables in Requirements training
Agile Coach	TBD	Complete the work associated with engagement deliverables in Business Agility training
Quality Consultant	TBD	Complete work associated with engagement deliverables around the Quality Workshops
Account Manager	Cindy San Hamel	Provide all account, contract, and financial duties, and maintain the business relationship

ENGAGEMENT RESOURCES & INVESTMENT

Quality Workshops	
Role	Investment
Chief Essentialist – Continuous Quality	\$35,000
Quality Consultant	
Totals	\$35,000*

Quality Training	
Role	Investment
Chief Essentialist – Continuous Quality	\$125,000
Senior Quality Consultant	
Senior Business Analyst	
Agile Coach	
Totals	\$125,000*

Test Data Management Strategy	
Role	Investment
Chief Essentialist – Continuous Quality	\$30,000
Software Development Engineer in Test (SDET)	
Totals	\$30,000*

Tools Evaluation and Recommendation	
Role	Investment
Chief Essentialist – Continuous Quality	\$20,000
Software Development Engineer in Test (SDET)	
Totals	\$20,000*

*The above engagement deliverables are based on fixed fees, any changes to the above deliverables or engagement assumptions will need to be discussed and could impact quoted fixed investment. Any such changes that are proposed will be addressed through a CR and need approval by both Trissential and the MN DOR

Quality Management Coaching and Mentoring			
Role	Hours	Rate	Investment
Chief Essentialist – Continuous Quality	40	\$200	\$8,000
Senior Quality Consultant	280	\$125	\$35,000
Totals	320		\$43,000

Trissential will complete this work on a Time & Materials basis. Any changes that are proposed will be addressed through a CR and need approval by both Trissential and the MN DOR.

Total Engagement Investment	
Deliverable	Investment
Quality Workshops	\$35,000
Quality Training	\$125,000
Test Data Management Strategy	\$30,000
Test Architecture Evaluation	\$20,000
Quality Management Support	\$43,000
Total	\$253,000

ENGAGEMENT ASSUMPTIONS

The following assumptions have been made in creating this proposal:

- **Infrastructure (servers, database, network, etc.) and software license costs are not included. The MN DOR will provide the infrastructure components and software licensing based on mutually agreed upon scope for this engagement**
- The MN DOR will provide access to facilities such as workspace, conference rooms, physical security access, internet access, and access to the company network and applications including remote access, phones, faxes, and other facilities necessary for the efficient functioning of the project.
- Trissential will have access to the MN DOR personnel associated with the work described above as needed (any delays in the personnel being available will impact the schedule for delivery)
- A MN DOR Manager will be provided for the engagement to direct the work schedule and optimum resourcing model with Trissential

CHANGE MANAGEMENT

If changes to the project need to be made, Trissential and the MN DOR will discuss the changes and agree on an additional amendment to this proposal.

TRISSENTIAL VALUE PROPOSITION

It is our sincere desire to be recognized as a trusted business partner of our clients. We strive to exceed your expectations in everything we do and to provide value-add to all our business relationships. Trissential was built on the concept, "take care of your clients – and the business will run itself." We take great strides to educate all of our staff on the concept of the lifetime value of a client. We plan to demonstrate this philosophy and commitment to the MN DOR.

STATEMENT OF WORK ACCEPTANCE

Trissential

Minnesota Department of Revenue

By: Cindy San Hamel

Name: _____

Title: Director of Business Development

Title: _____

Date: 4/2/2019

Date: _____

----- *End of Document* -----



AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-176

WHEREAS, the State of Minnesota, Minnesota Department of Revenue, has an interagency agreement identified as **2019-176 (Contract: 156882, Order: 300002600)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **3 & 5** of the original contract shall be amended to read:

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 ~~350~~ **850** hours at rate of \$160/hour for services provided by Mary Cannata. The Division will also invoice up to ~~\$4,480.00~~ **\$8,000.00** for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$60,480.00~~ **\$144,000.00**.

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:

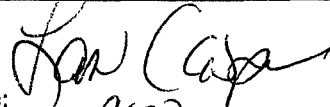
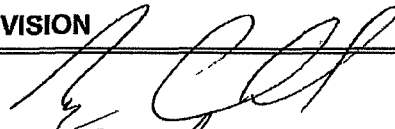
Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

5. Effective Dates:

This agreement is effective April 22, 2019, 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~~, **September 30**, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
<p>By: </p> <p>Title: CFO</p> <p>Date: 6/25/19</p>	<p>By: </p> <p>Title: Director</p> <p>Date: 6/24/19</p>



MAD Project Number: 2019-176 **INTERAGENCY AGREEMENT** **for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Revenue

MAD Contact: Renda Rappa

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

Agency: <u>661</u>	Fiscal Year: <u>2019</u>	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$60,480.00		Amount of Contract First FY:
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: <u>1000</u>	Fund: <u>1000</u>	Fund:
Appr: <u>G676600</u>	Appr: <u>G677700</u>	Appr:
Org/Sub: <u>G6731042</u>	Org/Sub: <u>G6731042</u>	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: <u>48,384</u>	Amount: <u>12,096</u>	Amount:

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

Contract: 156882/4-29-19/CRP Order: 3-12600/4-29-19/CRP
 Number/Date/Entry Initials 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 Minnesota Department of Revenue (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that through its Master Contract with Project Consulting Group it will sub-contract with Project Consulting Group to provide consulting services to the Requesting Agency as identified below:

Mary Cannata, Project Consulting Group, will provide continuity to coordinate, administer, and support the Requesting Agency's diversity and inclusion program activities during a staffing transition.

This work includes coordinating and facilitating activities of two internal committees that deliver support to the agency's Diversity and Inclusion Strategic Plan. Examples of activities include facilitating monthly meetings, coordinating delivery of 2-4 training sessions of our iLead team and agency leaders, coordinating 2-3 intercultural diversity events, and reviewing progress of strategic plan activities. In addition, as time permits, Mary will coordinate or oversee the completion of agency yearend projects that could include tracking, monitoring, and reporting on a variety of projects already underway. The Requesting Agency will provide executive level support and subject expertise as needed. Mary has knowledge of organizational development and project management, including diversity and inclusion programming.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Renda Rappa Requesting Agency: Alyssa Haugen

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 350 hours at rate of \$160/hour for services provided by Mary Cannata. The Division will also invoice up to \$4,480.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$60,480.00.

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 actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Effective Dates:

This agreement is effective April 22, 2019, 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, 2019, 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 Alyssa Haugen. 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.

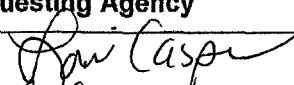
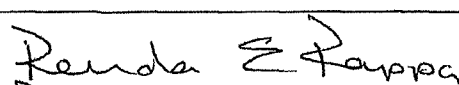

9. State Audit:

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.

10. Liability:

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

Approved:

1. Requesting Agency	2. Management Analysis and Development
By: 	By: 
Title: 	Title: Business Manager
Date: 4/24/19	Date: April 19, 2019



MAD Project Number: 2019-180
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Revenue

MAD Contact: Renda Rappa

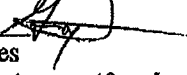
Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$169,000.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: <u>1000</u>	Fund:	Fund:
Appr: <u>4676600</u>	Appr:	Appr:
Org/Sub: <u>46731800</u>	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: <u>\$169,000</u>	Amount:	Amount:

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

Contract: 156566
Number/Date/Entry Initials

Order: 3000012594 4/26/19 
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 Minnesota Department of Revenue (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that through its Master Contract with North Highland it will sub-contract with North Highland to provide the services identified in Exhibit A, which is attached and incorporated into this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.
Management Analysis and Development: Renda Rappa Requesting Agency: Jack Mansun

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:

North Highland will be paid a fixed fee up to \$140,000.00 in accordance to the rates, deliverables and amounts listed below:

- Senior Resource for Specialized Organizational Development Consultation and Facilitation, or Program Manager - \$150 - \$220/hour
- Senior Project Manager/Project Manager - \$140 - \$190/hour
- Senior Business Analyst/Business Analyst - \$120 - \$160/hour

Invoice #1

Deliverable(s): Kickoff & Project Plan

Approx Date: 5/13/2019

Amount: \$17,500 + Expenses

Invoice #2

Deliverable(s): Current State Assessment & Maturity Evaluation

Approx Date: 6/10/2019

Amount: \$70,000 + Expenses

Invoice #3

Deliverable(s): Complete Final Report including recommended Process Improvements, Tools, Training & Roadmap

Approx Date: 6/28/2019

Amount: \$52,500 + Expenses

The Division will also invoice up to \$21,000 for any travel/business expenses incurred by North Highland and up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$169,000.00.

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 service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Effective Dates:

This agreement is effective April 29, 2019, 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, 2019, 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 Jack Mansun. 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.

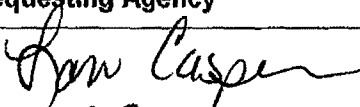
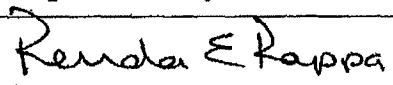
9. State Audit:

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.

10. Liability:

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

Approved:

1. Requesting Agency	2. Management Analysis and Development
By: 	By: 
Title: C70	Title: Business Manager
Date: 4/25/2019	Date: April 25, 2019

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PROPOSAL

Evaluation of a Potential PMO for Minnesota Department of Revenue



April 12, 2019

Contents

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Our Understanding of Your Goals & Objectives

The Minnesota Department of Revenue (MN DOR) is seeking to understand the maturity of its project management processes and governance, define a future project management office (PMO) structure rooted in best-practice, and develop training curricula to educate management staff on the benefits and fundamental practices of formal project management.

To achieve these goals, MN DOR is looking for someone to,

- Evaluate the agency's current project intake, evaluation, approval, prioritization and monitoring processes for maturity, employee level of understanding, and agency decision making
- Analyze the agency's current processes to,
 - Build business cases, to enable sound decision making on project approvals based on an understanding of cost and benefit.
 - Identify stakeholders, to set clear expectation on project participation and communication needs
 - Set and adhere to roles and responsibilities, to plan and monitor project work is executed by the appropriate resources, with minimal redundancy or gaps.
 - Manage project request process, to drive to consistency so that all requests are assessed consistently and fairly.
 - Estimate cost and resourcing of projects, to understand as input to the business case, use in planning duration of projects, and utilize resources across projects in the most effective manner.
 - Prioritize and assign projects, to execute on the portfolio of projects in a sequence that drives the most benefit to the agency.
 - Measure project success, to monitor execution of projects and the realization of the expected benefits.

This project is to be completed by June 30, 2019 before the MAD master contract expires. Any work that maybe required after June 30, 2019 will require a separate work order and is contingent on outcome of MAD's master contract vendor selection process.

Our Approach

A project management office (PMO) enables many organizations to ensure value in their investments. A best-in-class PMO supports sound portfolio management practices and guides decision makers to focus on the right projects, at the right time, with the right resources.

What is "right" varies depending on the organization and its goals, capability, and culture.

Though functions vary depending on structure and size, many PMOs support an organization through the following:

- Scope Management
- Time Management
- Cost Management
- Quality Management
- Issues and Risks Management
- Communications Management
- Benefits Management
- Resource Management
- Vendor Management

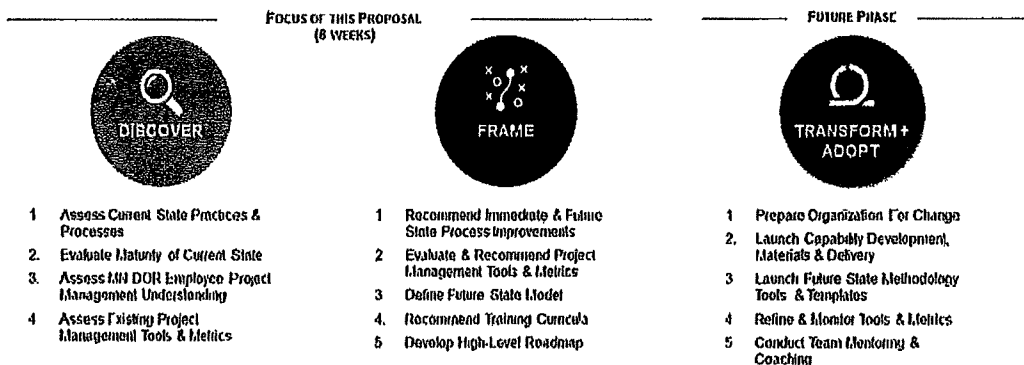
THERE IS NO SINGLE
PMO SOLUTION
THAT WORKS FOR
ALL COMPANIES.

UNIQUE CULTURES,
CAPABILITIES, AND
OBJECTIVES MUST BE
CONSIDERED.

North Highland will act as an objective partner in assessing MN DOR's project and portfolio management current state and providing practical recommendations, both for the immediate term and for the future. We will employ an approach that will meet the agency's stated objectives for the assessment, as well as provide clear next steps for the agency to move toward the desired future model.

APPROACH

North Highland has developed a tailored approach that achieves MN DOR's goals as well as ensures a solid foundation for implementing changes required to move to desired future state.



The scope of this project includes the activities in the Discover and Frame phases. The project will initiate with the Discover phase which has 4 main work streams. Detail on the activities making up the work streams is available below.

DISCOVER

Work Stream	Activities
Assess Current State Practices & Processes	<ul style="list-style-type: none">› Identify and review how project management is conducted today at MN DOR› Review relevant data and metrics to help size portfolio› Conduct interviews with project managers, stakeholders, sponsors and other key players to understand what is working well and identify any pain points
Evaluate Maturity of Current State	<ul style="list-style-type: none">› Assess current state processes and capabilities against maturity model
Assess MN DOR Employee Project Management Understanding	<ul style="list-style-type: none">› Solicit input (ex. Interview, survey) from current employees on their understanding, experience, and use of project management practices
Identify Existing Project Management Tools & Metrics	<ul style="list-style-type: none">› Review project management tools and metrics used by MN DOR› Gather and identify gaps with existing toolsets

As the Discover phase completes, the team will enter the Frame phase.

Frame is where the assessments and analyses completed in the Discover phase are used to synthesize recommendations and shape future state. Below are the activities we expect to complete during the 5 work streams of the Frame phase.

FRAME

Work Stream	Activities
Recommend Immediate & Future State Process Improvements	<ul style="list-style-type: none"> › Identify "quick wins" that can be implemented immediately › Recommend improvement opportunities for implementation when future state structure is in place
Evaluate & Recommend Project Management Tools & Metrics	<ul style="list-style-type: none"> › Evaluate PM toolsets › Research and recommend improvements based on best-practices
Define Future State Model	<ul style="list-style-type: none"> › Define roles and responsibilities within the interim and future state › Align sponsors and stakeholders on proposed governance structure and metrics › Gain alignment on organizational design guiding principles › Design organizational model options
Recommend Training Curricula	<ul style="list-style-type: none"> › Confirm intent of training program and target audience › Review results of employee understanding of project management › Research and recommend training plan based on employees understanding
Develop High-Level Roadmap	<ul style="list-style-type: none"> › Develop high-level transformation roadmap to show steps to get from current state to defined future state

North Highland has helped numerous organizations, both within and outside of the public sector, to successfully develop a future state vision and build a roadmap to achieve their goals. Our strategic planning experience, coupled with our deep expertise in PMO excellence and ability to work collaboratively with our clients to develop a shared vision, provides us with an ability to identify strategies and solutions that are realistic, actionable, and achievable for MN DOR.

Deliverables & Timeline

We will deliver all deliverables required by MN DOR including,

- A final report containing the current state assessment of the agency's project management processes, best-practice recommendations for the implementation of a formal PMO, and recommendations for training management staff in the fundamentals and benefits of project management.
- A live, executive summary presentation to MN DOR senior management providing an overview of findings and recommendations
- A live, executive summary presentation to other department stakeholders providing an overview of findings and recommendations

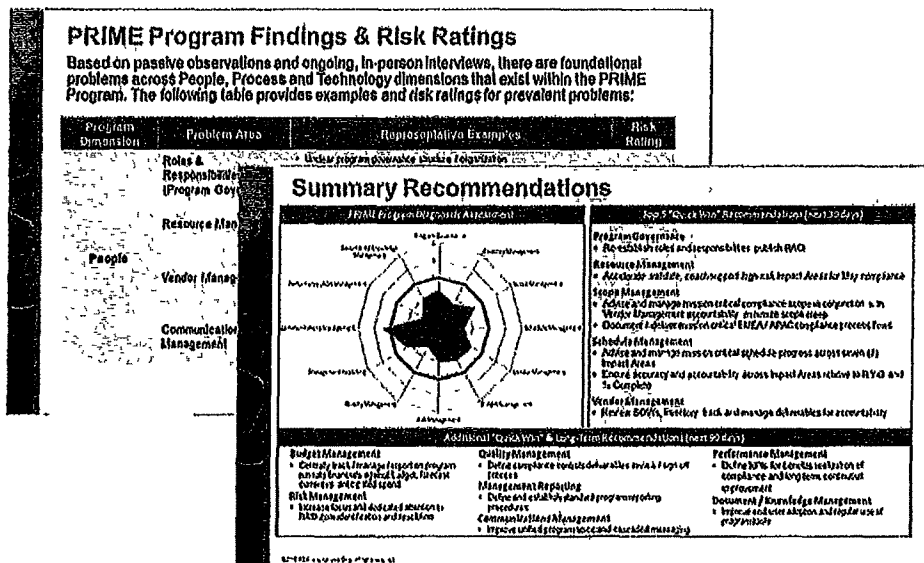
The final report will include the below elements that tie to the insights gained from the proposed activities,

- Current State Assessment & Maturity Evaluation
- Summary of Employee Understanding of Project Management
- Process Improvement Recommendations
- Tools Gap Analysis & Recommendations
- Proposed Governance Structure & Organizational Model
- Recommended Training Plan
- High-Level Roadmap to Future State

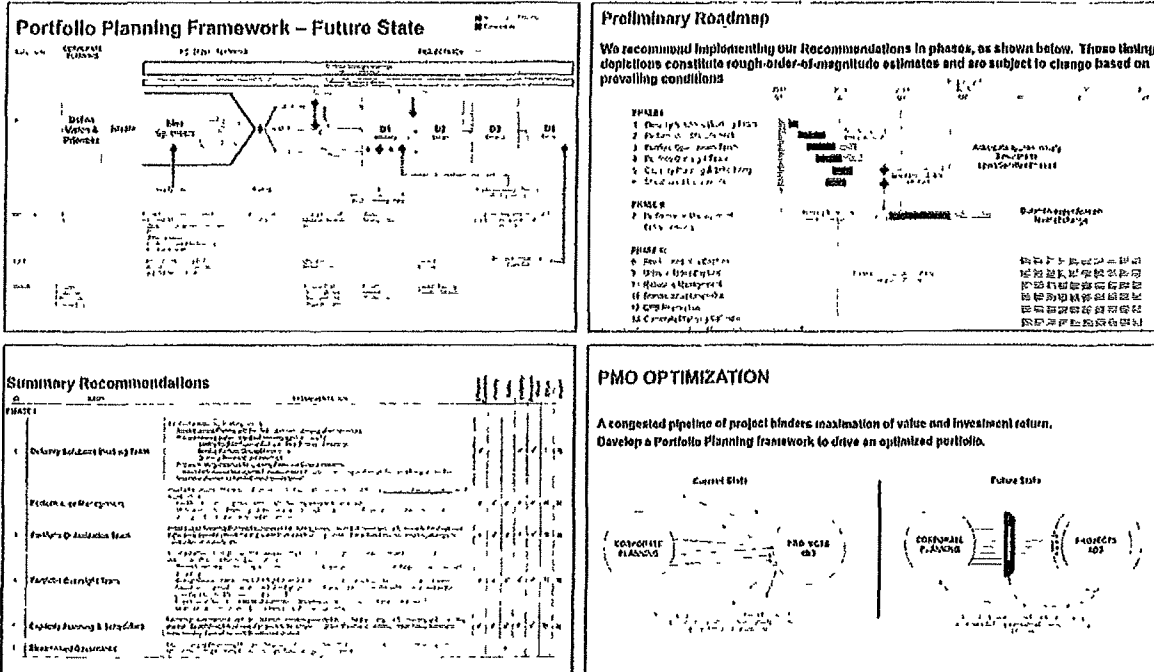
SAMPLE DELIVERABLES

The following images are examples of deliverables from similar work we have done for other clients.

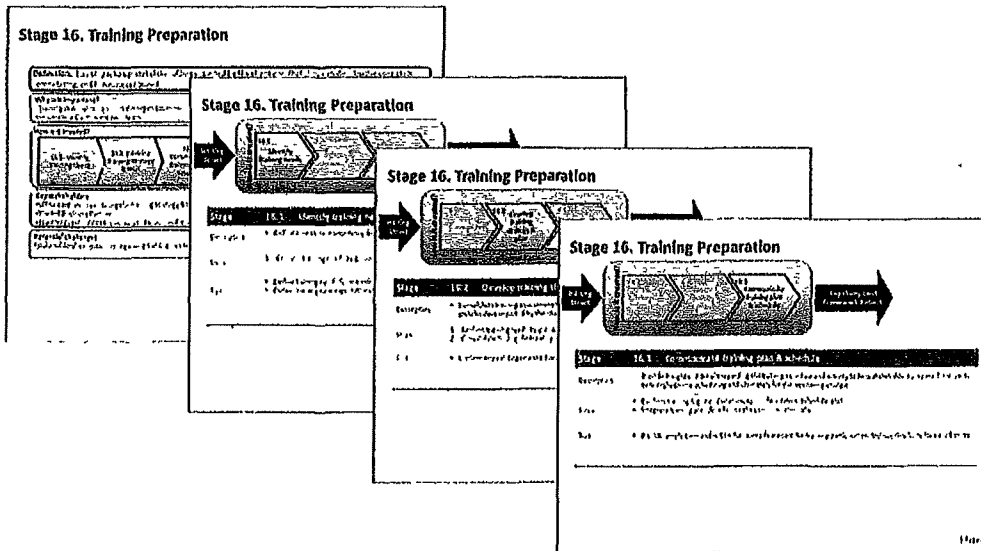
PMO Current State Assessment & Maturity Diagnostic



Portfolio Management Optimization



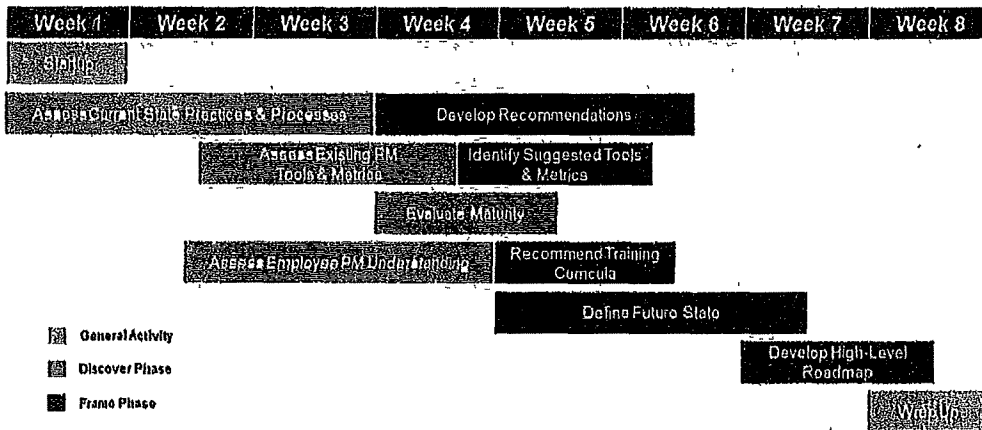
Project Management Training Plan



TIMELINE

Below is a sample project timeline broken down by proposed phase and activity. The project timeline will be finalized once the project begins and project activities and resources are confirmed.

SAMPLE TIMELINE



MN DOR & Stakeholder Expectations

North Highland was asked to include expectations of MN DOR leadership and the project's stakeholders.

Given our understanding of this effort, current expectations include access to:

- Information on MN DOR's project management processes, structures, and methodologies
- Data related to project and portfolio metrics such as the number of projects completed per year, typical project size (i.e. # of resources engaged as well as cost), any information available about successful or on time project completion
- Information on project management tools used by the agency
- An internal liaison who can assist with logistics and meeting coordination
- Leadership, stakeholder and other relevant internal subject matter experts availability for interviews and data collection (Project Sponsors, Project Managers, Business SMEs who have supported projects, IT staff and others as relevant)
- Current project management training expectations and curricula
- Desk space to support at least occasional onsite work
- Conference rooms to support occasional meetings

Proposed Team

Based on our understanding of the objectives, North Highland is pleased to present the following team for this critical initiative:



JEFF SMITH
Executive Leadership &
Quality Assurance

Jeff is an Associate Vice President with North Highland. He has over 20 years of experience across multiple industries including public sector, medical device, healthcare, retail, financial services and manufacturing. Specific areas of expertise include Program/Project Management, Business Architecture/Analysis, business process design, cross-functional team leadership and facilitation, FDA compliance and strategic planning.



MONIQUE MCKEON
Project Management &
PMO Leaders

Monique is a consultant with North Highland. She has 29 years of experience in Program and Portfolio Management in multiple industries, primarily Insurance and Public Sector. Specific areas of expertise include PMO Creation and Maturity, Demand Management and Governance, Resource Management, Program/Project Planning and Execution, and Budget Management.



LEE WYLAND
Project Management
SME

Lee is a consultant with North Highland. He has over 25 years of experience in the management of technology and application development. In addition, he has over 10 years of management consulting experience in Financial Services, Healthcare, Entertainment and Public Sector. His specific areas of expertise include understanding business requirements and translating the business' needs.

Proposed Cost

North Highland is eager to assist the Department of Revenue with this important project and extend our strong working relationship with the State of Minnesota. We are proposing a strong team that has extensive experience with other state's Department of Revenue, the State of Minnesota and Project Management & PMO design and improvement.

We are pleased to present the following team to assist you in achieving your objectives:

Proposed Team Member & Role	Proposed Cost
Jeff Smith – Executive Leadership & Quality Assurance	\$ 140,000 Fixed Fee + expenses not to exceed 15%
Monique McKeon – Project Management & PMO Leader	
Lee Wyland – Project Management SME	

Our proposal includes a fixed fee prices of \$140,000, plus associated expenses which will not exceed 15% of the project cost.

Monique is a consultant from our New Jersey office and will incur some travel expenses. North Highland strives to be very prudent when incurring travel expenses and will make every effort to minimize these additional expenses. We have included Monique in this proposal because of her unique combination of experience that is especially relevant for this project including previous experience assisting another state's Department of Revenue as well as her position as one of the leaders in our Program and Project Management Capability.

Project Qualifications

QUALIFICATIONS

PORTFOLIO MANAGEMENT OPTIMIZATION

HOSPITALITY COMPANY

THE SITUATION

- Following a corporate transformation that centralized Portfolio Management, our client contracted North Highland to provide thought leadership in creating a project portfolio management process that helps ensure they achieve maximum return on the company's investments
- The operational change had created or emphasized many challenges for the client including:
 - Lack of transparency into investments
 - Project prioritization and resource allocation
 - Insufficient processes and metrics to support investment decision making

OUR APPROACH

- Current state analysis consisted of documentation and methodology review, system and tool assessment, and stakeholder interviews
- North Highland tailored their approach and partnered with stakeholders throughout the interviews and workshops to jointly articulate current business challenges, document needed benefits, and iteratively design and refine the desired future state delivery model

VALUE DELIVERED

- The client implemented a portfolio planning process that addressed the following elements and ensured resources were focused on the highest priority projects
 - Effective Guardrails: Introduced thresholds to support decisions on which projects should move forward
 - Prioritization: Prioritization of projects and resources to help realize greatest value
 - Agility: Better able make quick and sound decisions on resources and priority
 - Visibility: Transparency on decision making with supporting data and documentation
 - Focus on Value: Ability to focus on high-priority project activities and track project value

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QUALIFICATIONS

RAPID PROJECT & PROGRAM MANAGEMENT ASSESSMENT

Fortune 260 Financial Services Organization

THE SITUATION

Our global Fortune 260 Financial Services client needed to quickly address the General Data Protection Regulation (GDPR) from the European Union (EU) for handling and safeguarding personal data, including the "right to be forgotten". While GDPR was written in the EU, it impacted our client's entire global workforce. Our client's highly matrixed organization resulted in siloed operations and slow, consensus-driven decision-making processes. The program responsible for responding to GDPR lacked a clear vision, governance, and deliverables only months out from the compliance deadline date.

Our client wanted an assessment of their current project management effectiveness in order to determine how to quickly stand up a PMO.

Their desire is for a Global PMO effort that transforms, supports and coaches across multiple workstreams, including processes, people and technology tools

OUR APPROACH

North Highland proposed a rapid approach to evaluate the existing program and project management and through this identify both immediate and long-term opportunities for improvement leveraging our Project and Program Management expertise

Our approach included evaluation of management in the following areas:

- | | |
|----------------------|---------------------|
| • Program Governance | • Risk |
| • Resources | • Quality |
| • Scope | • Reporting |
| • Schedule | • Communications |
| • Vendors | • Performance / ROI |
| • Budget | • Knowledge |

VALUE DELIVERED

The initiative provided several critical themes that needed to be addressed rapidly. Some of the key themes that were identified and subsequently addressed included

- The lack of a business focused Project Management Office (PMO) structure, resulted in independent program and project management among sponsors and stakeholders.

- The Program suffers from foundational People, Process and Technology issues impacting overall effectiveness, efficiency and best-in class practices

In addition the North Highland team identified 12 quick win opportunities to rapidly improve the program and 3 long term suggestions to incorporate as time and resources allowed.

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DESIGN OF STRATEGY & PROJECT MANAGEMENT OFFICE

State Healthcare Administration Agency

THE SITUATION

The client is a State Agency for Healthcare Administration (Agency) responsible for the Medicaid program, a \$26 billion enterprise serving 22% of the state's population which translates to 4.3 million people.

The Agency is faced with a challenging environment underscored by an increasing population, a highly varied demographic composition, ongoing budget pressures, evolving technical capabilities, and critical state and federal initiatives impacting Medicaid operations.

The Agency envisioned transitioning to a modular IT environment and needed a strategic enterprise advisory services (SEAS) vendor with expertise in large scale transformation to combat these challenges. The SEAS vendor needed to be able to support the transformation from initial design through procurement.

OUR APPROACH

North Highland proposed an enterprise wide Agency transformation incorporating Strategic Planning, Project and Program Management, Organizational Change Management (OCM), and Technology solution expertise.

To develop the approach, North Highland conducted:

- A review of external trends within the healthcare and Information Technology spaces
- Future State Visioning sessions with North Highland Subject Matter Experts (SMEs) in the areas of technology and healthcare
- Business requirements gathering for IT procurements

North Highland utilized PMI standards for implementation of a Portfolio and Program Management Office to track and manage all projects within the transformation.

VALUE DELIVERED

In Year 1 of a multi year plan, North Highland created and produced 17 Initial Deliverables to chart the course and lay the foundations needed for the transformation to succeed.

Some of the key deliverables produced are:

- Strategic Plan: Created Strategic Priorities and general tactics to guide and transform the Medicaid Enterprise
- Guiding Principles: Established Guiding Principles to direct the Agency's mission to provide better health care for all state citizens
- Governance Plan: Designed and implemented a multi-tiered governance structure
- Portfolio Management: Developed and implemented the framework for identifying, prioritizing, and initiating FX projects
- Data and Technical Standards: Established data and technical architecture component models, strategy and documentation and technology architecture requirements

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MEDICAL CANNABIS PROGRAM DEVELOPMENT

STATE OF MINNESOTA

THE SITUATION

- Minnesota's Medical Cannabis law was signed on May 20, 2014 and was regarded as one of the most restrictive and demanding medical marijuana /cannabis laws in the country

- No smoke able or raw leaf products
- Fully integrated manufacturers (grow, refine and distribute)
- Important focus on research
- Very tight timelines for implementation

OUR APPROACH

- North Highland provided portfolio and project management excellence and partnered with the Department to design, lead and execute the medical cannabis program

- In conjunction with the Department of Health executive leadership and management, the team established a program with robust, timely and transparent processes. While leveraging other state's effort the program also charted new directions for the program:

- Development and adoption of rules
- 3 Phase Manufacturer Selection Process
- Definition of Registration System Functionality
- Patient Interest Survey
- Laboratory Certification Process
- Communication Planning & Execution
- Compliance Processes & Manuals

VALUE DELIVERED

- While critics on both sides of the medical cannabis issue abound, observers of the program have applauded the rigorous and transparent process
- Many have noted the speed with which the program has achieved its objectives, reaching the milestone of registering manufacturers in 1/3 the time of any previous state while employing a process that required an application, presentations and site visits prior to selection

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QUALIFICATIONS

PORTFOLIO MATURITY ROADMAPPING

LARGE BEVERAGE COMPANY

THE SITUATION

- This client is one of the world's largest marketers, producers and distributors of drink products. It operates in 46 states, Canada, and across Europe. The company has earnings of just under \$21B in revenues in 2007 on a market capitalization of approximately \$4B.
- The company had a European Business Transformation office that already collated and reported on the breadth of corporate change programs across the European operations. It wanted to improve the services offered by this office and also how it would work better with the local operations and asked North Highland to provide a review and roadmaps as to how it would achieve a higher level of maturity in the services it provided.

THE APPROACH

- North Highland outlined a series of workshops to be held with the Business Transformation Office (BTO) senior team to determine their current level of portfolio management maturity and the desired levels they wish to reach.
- These levels utilised North Highland's portfolio management maturity model based on industry best practice and along with other stakeholder interviews allowed the joint team to prioritise and agree the areas of focus for the team over the next 12 months.

VALUE DELIVERED

- The outcomes provided the BTO team with:
 - A near- and medium term roadmap for the improvement of the portfolio services
 - A customized portfolio maturity model for the organization
 - A communications plan and tools to brief the wider European teams about the changes being made and the target journey for the function

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ACCOUNTS RECEIVABLE

QUALIFICATIONS

PROGRAM MANAGEMENT

State of Minnesota

THE SITUATION

The Minnesota Multistate Contract Alliance for Pharmacy (MMCAP) serves all 50 states, and many county and municipalities across the country as a GPO to purchase pharmaceuticals and medical supplies. MMCAP's contract and bidding system was antiquated and was being discontinued by the software provider in less than six months. A new system replacement needed to be researched, selected and implemented before the current system failed or was decommissioned.

OUR APPROACH

North Highland partnered with the MMCAP leadership team and MN IT Services and built, led and managed a governance program that included the following:

- A requirement process that involved all stakeholders and focused on mapping the current and future needs of the Program
- Located and researched available solutions against a weighted evaluation model calibrated to reflect the priorities of the Program
- Led the contract management process to secure the newly selected system
- Built a phased delivery/implementation of the new system that involved change management, training and communication to ensure the entire Program was adopting the large amount of change that was needed

VALUE DELIVERED

- A replacement system was identified and implemented before the old system was decommissioned at a cost that was 1/3 less than the system it was replacing
- MMCAP and Department of Admin leadership noted that they appreciated the inclusion and consistent communication to all levels of the team on each of the steps needed to complete the large transition along with the organized documentation of the program and each of the projects involved.
- MMCAP has now selected North Highland to also replace its Contract/Relationship Management system based on the previous system replacement work.

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ACCOUNTS RECEIVABLE

Client References

CLIENT	CLIENT CONTACT	ROLE	CONTACT INFORMATION
Minnesota Department of Health	Michelle Larson	Director-Health Regulation Division	Michelle.Larson@state.mn.us
Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP)	Rose Svitak	MMCAP Knowledge & Finance Manager	Rose.Svitak@state.mn.us

Proposed Work Team Resumes

JEFF SMITH

Jeff has over 20 years of experience across multiple industries including, public sector, medical device, healthcare, retail, financial services and manufacturing, assisting companies with managing the execution of business-critical projects and programs. Specific areas of expertise include Program/Project Management, Culture Transformation, Business process design and Strategic planning. Jeff serves as Client Executive for all Public Sector and Medical Device clients in Minnesota assisting with project design while also focusing on ensuring North Highland's project delivery exceeds client expectations.

Examples of relevant engagements Jeff has been involved in include.

- Led development of the State of Minnesota's Office of Medical Cannabis as its Program Manager. Provided leadership that encompassed management and facilitation of the manufacturer selection process for the State's 2 mandated manufacturers, management and coordination of the business team during the requirements gathering for an IT registry system, as well status management and planning for program initiatives.
- Served in numerous roles of a multi-year, enterprise-wide program to design, develop and deploy a global complaint handling system using SAP's CRM module for a Fortune 500 medical device maker. As a Process Lead for 3 of 8 functional process streams plus led the Security design. During this portion of the project a global design was established to support the full rollout of the system to 20 distinct organizations. Facilitated working sessions with the company's Subject Matter Experts to define functionality that would meet the needs of the entire organization.
- As Program Manager led several customer-focused initiatives for the international operations of a large consumer electronics retailer. Led the development of a customer-focused IT strategy roadmap for the company's International business unit. The roadmap assisted the International team in identifying and communicating the value of customer focused technology capabilities as they begin to experience significant growth. Assisted in the development of a customer-focused IT strategy roadmap for the Canada business unit. The roadmap served as a baseline for the Canada business to evolve their customer strategies to the next level of CRM maturity.
- Served as a Team Lead for a corporate-wide Business Transformation project at a provider of financial advice and products. Led the Customer Service and Marketing business transformation teams in identifying cost reduction and revenue enhancement opportunities. Quickly established a level of trust that facilitated the data collection and analysis, and leadership buy-in that assisted in making the overall project successful. Led the data collection and analysis for deliverables, as well as the being responsible for addressing and validating quality issues with all levels of the client.

Education:

BA degrees in Finance and Economics, The University of St. Thomas

Relevant Certifications: PMI Project Management Professional certification since 2003

MONIQUE MCKEON

Monique is a leader in North Highland's Program and Project Management Practice in the US. She has 29 years of experience working in both consulting and industry, with a specific focus on execution of Portfolio Management and Complex Strategic Projects. She has experience in Public Sector in Revenue Administration, Justice, and Education.

Examples of some of the significant engagements Monique has led include:

- Head of Enterprise PMO for a Food Service Company, established Portfolio and Project Management standards and artifacts and creating PMO processes. Condensed inventory of 300 Initiatives across the Enterprise to under 100 projects and established Enterprise-wide Executive status reporting. Executed project reviews for top 25 projects to identify risks and implement mitigation plans. Coached Program and Project Managers in best practices and established standards.
- Head of PMO for a Specialty Insurance Company, established governance to identify, prepare business cases, prioritize, approve, plan, and execute portfolio of projects. The PMO team executed the portfolio of projects including Product Selection for a Policy Administration, Claims and Billing Solution; Agile Implementation of Microsoft Dynamics CRM for management of intermediary information and relationships; and several Product Implementations.
- PMO Leader for a P&C Insurance Company, managed the Budget, Governance and Demand Management, Vendor Management, and Resource Allocation and Planning for a Department of 190 employees. Established and facilitated an annual and quarterly Budget and Governance process with the Senior Leadership team, where IT projects were approved and funded based on priority and alignment to the business goals.
- Project Executive, Edison Schools, Review of the School District of Philadelphia. Led a team of consultants in performing an assessment of the Student Information Systems and Enterprise Resource Management Systems of the District. Review involved conducting 40+ interviews, performance of a best practice analysis to other districts nationally, and development of a final report to the Governor of Pennsylvania that included findings and options for the District to make improvements.
- Project Manager, New York City Department of Finance. Created and managed Project Management Office for this 100+ person project. Worked with Project Managers to create and manage using Microsoft Project plans, tracked on a weekly basis to monitor a project whose budgets had previously been overrun and deadlines consistently slipped. Created and enforced project management methodology to enable complex monthly project reporting to firm and client Executive Management.
- Project Manager, City of Detroit Finance Department. Responsible for the overall management of this project to implement and support a Tax Administration System for the City of Detroit. Instrumental in helping the City to implement new processes and programs to realize over \$30 million in increased tax revenue collection, including effective billing processes, matching internal and external data, and operational improvements to increase productivity of staff.

Education:

BA, Political Science, Hobart and William Smith Colleges

Regional Leadership Forum, (Society for Information Management)

LEE WYLAND

Lee is a consultant with the North Highland Company. He has over 25 years of experience in the management of technology including program and project management as well as application development experience. In addition, he has over 10 years of management consulting experience in Financial Services, Healthcare, Entertainment and Public Sector. His specific areas of expertise include understanding business requirements and translating the business' needs so developers can design optimal solutions. He also has experience and training in resource management of technical staff, application development management as well as significant experience working with executives. Many of his projects have included remote and multi-site management, including internationally based teams. Lee has assisted companies using a variety of software development methodologies including Agile, Waterfall and Iterative, along with extensive experience building management support solutions in SharePoint.

Examples of some of the significant engagements Lee has led include:

- Led an analysis team in the financial services industry to inventory and analyze call center software used across the country by different divisions, to review the features of each and recommend a core set of tools and migration strategies to reduce the technology footprint and cost.
- Led the technology workstream of a merger in the financial services industry of two large investment firms including the rebranding, removing duplicate systems and processes to launch a new company. The scope of the work included 150 software packages, 25 servers and over 300 employees. In addition, he designed and developed tools and processes to aid in the conversion.
- Led and organized the Business PMO for a public sector agency implementation of the Affordable Care Act. Led a team of project managers as well as built the processes and tools for management and status reporting, risks, issues, and decisions. These tools provided executive management with a clear picture of the overall program.
- Led software design and architecture for the small business division (SHOP) of a public sector agency's implementation of the Affordable Care Act.
- Led multiple projects for a state run colleges and university's build out the PMO organization, including tools, templates and processes. He also led the technical team's migration to merge twenty RDB databases into one Oracle database and all the integration points.
- Managed a division of a company in the entertainment industry, built the personnel and processes for three departments: Software Engineering, Software Testing and Project Management. This included hiring, training, building processes and implementing technologies to run sixty simultaneous projects with ten project managers. His responsibilities included managing resources and teams in multiple locations to a common objective.

Education:

MS: Master of Science in Management of Technology (MSMOT), University of Minnesota.

BS: Computer Science, Minor in Mathematics (BS), University of Wisconsin, River Falls.

Project Management Institute, Scum Alliance
Certified Project Management Professional (PMP),
Certified Change Management Certification, PROSCI
Certified SCRUM master



October 15, 2019

The Honorable Mary Kiffmeyer, Chair
Senate State Government Finance
and Policy and Elections
3103 Minnesota Senate Building
St. Paul, MN 55155

The Honorable Micheal Nelson, Chair
House State Government Finance
583 State Office Building
St. Paul, MN 55155

The Honorable Jim Carlson
Ranking Minority Member
Senate State Government Finance
and Policy and Elections
2207 Senate Office Building
St. Paul, MN 55155

The Honorable Tony Albright
Ranking Minority Member
House State Government Finance
259 State Office Building
St. Paul, MN 55155

Dear Senators and Representatives:

In accordance with 1st Special Session Laws of 2017, Chapter 4, Article 2, Section 16, I am submitting this interagency agreement and transfer report transfer report to the chairs and ranking minority members of the legislative committees with jurisdiction over state government finance that details of any appropriation transfers made under this section.

All inter-agency agreements, with the exception of the MNIT SLA, are provided electronically. MNIT will be providing one copy of the SLA with their report, along with a summary of FY19 costs for all agenices.

If you have questions, please contact Lori Caspers, lori.caspers@state.mn.us or 651-556-4059.

Sincerely,

Cynthia Bauerly
Commissioner

Cc: Eric Nauman, Senate Counsel, Research and Fiscal Analysis
Bill Marx, House Fiscal Analysis
Kevin Lundeen, Senate Counsel, Research and Fiscal Analysis
Helen Roberts, House Fiscal Analysis