

**m** EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

October 18, 2019

Chris Steller  
Legislative Reference Library  
100 Dr. Martin Luther King Jr. Blvd.  
State Office Building Room 645  
St. Paul, MN 55155

Dear Chris Steller,

As required by Minnesota Session Laws - 2017, 1st Special Session. Stat. Sec. 16. [15.0395], please find enclosed the INTERAGENCY AGREEMENTS AND INTRA-AGENCY TRANSFERS report to the Minnesota Legislature for SFY2019.

This report contains information on:

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

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

Regards,



Steve Grove  
Commissioner

CC:  
Governor's Office

## Mandated Report Cover Sheet

Report contact: Julie Freeman, 651-259-7085

**Report Name:** Interagency Agreements and Service Level Agreements

**Report Due Date:** 10/15/2019

**Why is DEED producing this report? (Statutory requirement, task force, etc.):** It is required by statute - As required by Minnesota Session Laws - 2017, 1st Special Session. Stat. Sec. 16. [15.0395].

**Brief Summary of the report's purpose and contents:** This report contains information on: Interagency agreements or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with another agency if the cumulative value of those agreements is more than \$100,000 in the previous fiscal year and transfers of appropriations between accounts within or between agencies, if the cumulative value of the transfers is more than \$100,000 in the previous fiscal year.

**Is there anything controversial in the report? If so, what is controversial?** N/A

**Which stakeholders care about this report and why?** Lawmakers because they requested the information.

**Who supports the report's findings and why?** The Department of Employment and Economic Development because the department tracks these transfers.

**Who opposes the report's findings and why?** N/A

**Is there any newsworthy information in the report? If yes, please explain and brief the Communications Office.** N/A

**Is there anything else the Commissioner should know?** N/A

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

## FY 2019 Interagency Agreements and Service Level Agreements

October 15, 2019

Agency	Amount	Legal Authority	Purpose	Effective Date	IA End Date
Department of Administration	\$ 324,000	Laws 2017, 1st spec Sess Chapter 4, Art 1, Sec 11, Subd 4 (h)	Interagency Transfer Agreement between the Department of Admin and DEED to facilitate the annual transfer to the MN Film and TV Board. (see transfer report also)	7/1/2017	6/30/2021
Department of Administration	\$ 55,100	M.S. 16B.04 and 471.59	Office of Enterprise Sustainability(OES) supports state agency on choices that will improve sustainability outcomes through implementation and best practices (FY18-\$30,200; FY19-\$24,900)	7/1/2017	6/30/2019
Department of Corrections	\$ 195,537		Collaborate to establish pre-release orientation/assessment services and maintain post-release community based centers (2) according to work agreements (FY17-\$116,472 and FY18-\$79,065.60)	1/20/2017	6/30/2019
Department of Corrections	\$ 5,760		Deed and MN.IT provide DOC with limited support maintenance to Standalone MN Work.net application	7/1/2017	6/30/2019
Department of Corrections	\$ 310,000		Cooperate and collaborate to deliver pre-and post-release employment services and resources to offenders under DOC authority	7/1/2018	6/30/2019
Department of Corrections	\$ 25,000	M.S. 16C.05 subd 2	Provide information on target population as requested by DOC by conducting qualitative surveys identifying economic trends and industry specific focused employment and workforce trends.	1/1/2019	4/5/2019
Department of Education	\$ 415,699		MDE, either directly or through one of its contracted vendors deliver services and process as set forth in further contract detail relating to North Star Digital Literacy, Workforce Centers, Workforce Innovation (WIF) and E-Learning (FY18-\$50,828 FY19-\$364,871	6/8/2018	8/31/2019
Department of Human Services	\$ 2,814	M.S. 268.19 subd 1; M.S. 13.46 subd 2 (a) (6)	DEED and DHS will share data for DHS use in assessing, evaluating and monitoring public assistance and food support eligibility, and determining potential fraud and establishing debt	7/1/2018	12/31/2021
Department of Human	\$ 2,312,119	M.S 256.D051, Sub 2a(5)	For Supplemental Nutrition Assistance Employment & Training-Equity Grants and Administration (\$1,956,612 SNAP and E&T activities, \$355,307 for Administration)	10/1/2018	9/30/2020
Department of Human Services	\$ 1,500	M.S.116J.035 subd 6; M.S. 268.19 and subd 1(a)9	DEED Data Exchange with DHS-Health Care Eligibility Operations (HCEO) to allow access to DEED's Unemployment Insurance (UI) wage data for determinine new and ongoing eligibility for MN Health Care Programs.	1/1/2016	12/31/2019
Department of Human Services	\$ 300,000	M.S 256.D051, Sub 2(6)	Expanded DEED's summer Youth Work Experience to teen parents and younger adults on the Minnesota Family Investment Program (MFIP) Program Year Funding (PY19 -4/1/19-12/31/19) SFY19 \$150,000 and SFY20 \$150,000	4/1/2019	12/31/2019
Department of Human	\$ 284,000	M.S 256.D051, Sub 2a(5)	For Supplemental Nutrition Assistance Employment & Training	10/1/2017	9/30/2019
Department of Human Services	\$ 87,535	M.S. 13.46 subd 2(7); 268.19 subd (4) and 1(a)(10) and 256.998 subd 7 & 10	DHS Child Support Service and DEED to allow access to data to locate individuals, facilitate establishment of paternity and child support and provide employment data to facilitate child support collections	7/1/2014	6/30/2019

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

FY 2019 Interagency Agreements and Service Level Agreements

October 15, 2019

Agency	Amount	Legal Authority	Purpose	Effective Date	IA End Date
Department of Human	\$ 607,710		Amendment -MNIT-DEED provide IT services required to support and maintain the Workforce Once System (WFA)	7/1/2015	6/30/2019
Department of Human Services	\$ 1,000,000		DHS-Disability Services Division is joining with key partners to expand opportunities for people with disability to live their best life, their way. Benefits planning and financial literacy are key components to seeking and reaching goals (DHS may bill up to \$1,000,000)	11/1/2017	6/30/2019
Department of Human	\$ 1,500,000		FastTRAC project. Award funds to FastTrac grantees (TANF)	9/1/2013	12/31/2018
Department of Human	\$ 1,300,000	M.S 256.D051, Sub 2(6)	Expansion of DEED's Summer Youth Work experience , provide opportunities for career explorations and skill development (SFY18=\$650,000; SFY19=\$650,000)	5/1/2018	12/31/2018
Department of Human Services	\$ 30,139	DEED M.S 268.19, subd.1 and DHS M.S. 13.46, subd.2(a)(6) and	Interagency agreement in which DEED and DHS will share data for DHS use in the assessing, evaluating and monitoring public assistance and food support eligibility, and determine potential fraud and establishing debt	7/1/2018	12/31/2021
Department of Public Safety	\$ 434,898	M.S. 268.182, subd.1 or M.S. 168.184, subd.2	Referrals to BCA for potential unemployment insurance fraud Cases	1/1/2017	12/31/2020
Department of Public Safety	\$ 300,000		DPS/BCA-BCA will assign two full time special agents and one full-time CDI to provide support to assure integrity of DDS program	9/28/2016	5/30/2020
Management and Budget	\$ 15,727	M.S. 43A.09 and 471.59	Executive recruiting services	7/1/2018	6/30/2019
Management and Budget	\$ 10,000		Warrant Printing for SWIFT and SEMA4	7/1/2018	6/30/2019
Management and Budget	\$ 45,421	M.S. 43A.21 and 471.59	Costs related to Enterprise Talent Development, tech support of ELM, project management and implementation	7/20/2018	6/30/2019
Management and Budget	\$ 16,638		Enterprise Development Division contract with MMB	6/11/2018	9/30/2018
Management and Budget	\$ 20,000	M.S. 4.045	Provide staffing and support for the Children's Cabinet	7/1/2018	6/30/2019
Minnesota Housing	\$ 1,269,000	MN Laws 2017 Chapter 94 article 1 , Subd.4(b)	appropriated 1,269,000 for Olmstead Office (OIO) to Minnesota Housing	7/1/2018	6/30/2019
MN Public Facility	\$ 144,428	M.S. 16C.05 subd 2	PFA administrative support-Interagency agreement	7/1/2018	6/30/2019
MNIT Services	\$ 250,000	M.S 16E.21	Electronic Document Management System (2 years ends 6/30/19) CPRS46417	7/1/2017	6/30/2019
MNIT Services	\$ 100,000	M.S 16E.21	Electronic Document Management System (2 years ends 6/30/19) CPRS 46387	7/1/2017	6/30/2019

DEPARTMENT OF EMPLOYMENT AND ENCONOMIC DEVELOPMENT  
FY 2019 Interagency Agreements and Service Level Agreements  
October 15, 2019

Agency	Amount	Legal Authority	Purpose	Effective Date	IA End Date
Office of the Governor	\$ 119,600		Governor's Office provides respective staff to work closely with agency head or designee to support both agency and Governor's office for state and federal interests.	7/1/2018	6/30/2019

DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

FY 2019 Transfers

October 15, 2019

	TRANSFERS FROM					TRANSERS TO						
	TRANSFER OUT	OUT FUND	TRANSFER OUT APPROP ID	TRANSFER OUT APPROP ID NAME	TRANSFER OUT AMOUNT	TRANSE RS IN	IN FUND	IN APPROP ID	TRANSFER IN APPROP ID NAME	TRANSE R IN AMOUNT	PURPOSE OF TRNASFER	LEGAL AUTHORITY FOR THE TRANSFER
1	MMB	General	G9R0202	Capital Improvement-HCSWC 2019	(700,000.00)	DEED	General Projects	B221613	CentraCare Wellness Center	700,000.00	actual transfer	18 214 00 000, 18 214 01 021 007
2	MMB	General	G9R0198	Capital Improvement-Opera Hs 2017	(100,000.00)	DEED	General Projects	B221621	Litchfield Opera House	100,000.00	actual transfer	18 214 00 000, 18 214 01 021 015
3	MMB	General	G9R0200	Capital Imprvmnt-Amer Ind 2019	(5,000,000.00)	DEED	General Projects	B221623	Mpls American Indian Center	5,000,000.00	actual transfer	18 214 00 000, 18 214 01 021 017
4	MMB	General	G9R0203	Capital Imprvmnt-HCCntArt 2019	(1,400,000.00)	DEED	General Projects	B221618	Henn Cnty Center for the Arts	1,400,000.00	actual transfer	18 214 00 000, 18 214 01 021 012
5	MMB	General	G9R0199	Capital Imprvmnt-Lndmrk 2019	(350,000.00)	DEED	General Projects	B221627	Ramsey Cnty Landmark Center	350,000.00	actual transfer	18 214 00 000, 18 214 01 021 021
6	MMB	General	G9R0197	Capital Imprvmnt-SSSProj 2019	(6,900,000.00)	DEED	General Projects	B221614	Duluth Steam Plant	6,900,000.00	actual transfer	18 214 00 000, 18 214 01 021 008
7	DEED	General	B224907	DEED Operating Adjustment GF	(4,517.00)	DEED	General	B223496	MI-Support Employment	4,517.00	actual transfer of operating increase from laws in 2015 and 2017	151 001 01 002 004 and 17 094 01 002 004
8	DEED	General	B224907	DEED Operating Adjustment GF	(14,976.00)	DEED	General	B223491	18 Extended Employment	14,976.00	actual transfer of operating increase from laws in 2015 and 2017	151 001 01 002 004 and 17 094 01 002 004
9	DEED	General	B224907	DEED Operating Adjustment GF	(15,000.00)	DEED	General	B224900	General Support Services	15,000.00	transfer funds from Op. Supp. To OAS	17 094 01 002 004
10	DEED	General	B224907	DEED Operating Adjustment GF	(20,405.00)	DEED	General	B221095	BCD Business Development	20,405.00	actual transfer of operating increase from laws in 2015 and 2017	151 001 01 002 004 and 17 094 01 002 004
11	DEED	General	B224907	DEED Operating Adjustment GF	(25,000.00)	DEED	General	B221900	MN Trade Office	25,000.00	actual transfer of operating increase from laws in 2015 and 2017	151 001 01 002 004 and 17 094 01 002 004
12	DEED	General	B224907	DEED Operating Adjustment GF	(30,880.00)	DEED	General	B224900	General Support Services	30,880.00	actual transfer of operating increase from laws in 2015 and 2017	151 001 01 002 004 and 17 094 01 002 004
13	DEED	General	B224907	DEED Operating Adjustment GF	(35,000.00)	DEED	General	B221096	BCD Business Finance	35,000.00	actual transfer of operating increase from laws in 2015 and 2017	151 001 01 002 004 and 17 094 01 002 004
14	DEED	General	B224907	DEED Operating Adjustment GF	(39,000.00)	DEED	General	B221800	Small Business Office	39,000.00	actual transfer of operating increase from laws in 2015 and 2017	151 001 01 002 004 and 17 094 01 002 004
15	DEED	General	B224907	DEED Operating Adjustment GF	(53,000.00)	DEED	General	B224900	General Support Services	53,000.00	actual transfer of operating increase from laws in 2015 and 2017	151 001 01 002 004 and 17 094 01 002 004
16	DEED	General	B224907	DEED Operating Adjustment GF	(73,250.00)	DEED	General	B224900	General Support Services	73,250.00	Partial operating transfer per leadership approval from laws 2017 amount (\$73,250) of the operating transfer provided in laws 2017 , 17 094 01 002 004	17 094 01 002 004
17	DEED	General	B224907	DEED Operating Adjustment GF	(90,000.00)	DEED	General	B221098	BCD Community Finance	90,000.00	actual transfer of operating increase from laws in 2015 and 2017	151 001 01 002 004 and 17 094 01 002 004
18	DEED	General	B224907	DEED Operating Adjustment GF	(125,000.00)	DEED	General	B221098	BCD Community Finance	125,000.00	actual transfer of operating increase from laws in 2015 and 2017	151 001 01 002 004 and 17 094 01 002 004
19	DEED	General	B224907	DEED Operating Adjustment GF	(126,222.00)	DEED	General	B223485	Services For The Blind State	126,222.00	actual transfer of operating increase from laws in 2015 and 2017	151 001 01 002 004 and 17 094 01 002 004
20	DEED	General	B224907	DEED Operating Adjustment GF	(368,559.00)	MN.IT Services	Other Misc Special Revenue	G466104	ITA DEED EDMS 2023	368,559.00	Transfer for Odyssey Proj. DEED Strategic Business Initiatives/Internal Applications/System Modernization Projects	CONTINUATION Proj. DEED Electronic Document Management System (EDMS) CONTINUATION 16E.21 INFORMATION AND TELECOMMUNICATIONS ACCOUNT.

DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

FY 2019 Transfers

October 15, 2019

	TRANSFERS FROM		TRANSFER OUT APPROP ID	TRANSFER OUT APPROP ID NAME	TRANSFER OUT AMOUNT	TRANSERS TO		IN APPROP ID	TRANSFER IN APPROP ID NAME	TRANSE IN AMOUNT	PURPOSE OF TRNASFER	LEGAL AUTHORITY FOR THE TRANSFER
	TRANSFER OUT	OUT FUND				TRANSE RS IN	IN FUND					
21	DEED	General	B224907	DEED Operating Adjustment GF	(1,100,000.00)	MN.IT Services	Other Misc Special Revenue	G466103	ITA Strategic Initiatives 2023	1,100,000.00	Transfer for Odyssey Proj. DEED Strategic Business Initiatives/Internal Applications/System Modernization Projects	CONTINUATION Proj. DEED Electronic Document Management System (EDMS) CONTINUATION 16E.21 INFORMATION AND TELECOMMUNICATIONS ACCOUNT.
22	MMB	Restrict Misc	G9R1033	Dissolution Filing Fee Increase	(448,977.59)	DEED	Restrict Misc Special Rev	B223762	Displaced Homemaker Program	448,977.59	Transfer of fees from Marriage Dissolution	357 021 1a & 2
23	HFA	Housing Finance Agency	B340001	Gen Reserve Overhead Control	(168,031.57)	DEED	General	B223438	Olmstead Implementation Office	168,031.57	Transfer unused Olmstead funds to DEED	191 007 01 002 048
24	DEED	General	B224900	General Support Services	(15,727.00)	MMB	Other Misc Special Revenue	G100102	Statewide Executive Recruiter	15,727.00	Executive Recruiter funds from DEED to MMB	MN Stature 16A.055 and 471.59
25	DEED	General	B224900	General Support Services	(24,900.00)	ADMIN	Other Misc Special Revenue	G027203	Enterprise Sustainability Ofc	24,900.00	Actual Transfer to Admin's Office of Enterprise Sustainability	MS 16B.04 and MS 471.59 and signed Interagency Agreement
26	DEED	General	B224900	General Support Services	(73,000.00)	DEED	General	B224907	DEED Operating Adjustment GF	73,000.00	actual transfer general fund operating for Odyssey	Transfer funds from 4900 approp to 4907 General Operating Supplement for Odyssey.
27	DEED	General	B224900	General Support Services	(119,600.00)	GOV	Other Misc Special Revenue	G391300	Governor's Spec Revenue Fund	119,600.00	Transfer to Governor's Office for Policy Advisor and Communication Specialist	MS 471.59 and Interagency agreement (IA)
28	MMB	Restrict Misc	G9R1032	Marr/Lic Displ Home Premarr Ed	(72,407.56)	DEED	Restrict Misc Special Rev	B223762	Displaced Homemaker Program	72,407.56	Transfer of fees collected from Marriage Licenses	517 08 1Sc (b) (2)
29	MMB	Restrict Misc	G9R1034	Marriage Lic Fee -Displaced Hm	(580,412.78)	DEED	Restrict Misc Special Rev	B223762	Displaced Homemaker Program	580,412.78	Transfer of fees collected from Marriage Licenses	517 08 1b & 2
30	DEED	General	B221150	Minnesota Investment Fund	2,000,000.00	DEED	General	B221149	MN Job Creation	-2,000,000.00	Reversal of the 10/31/18 Transfer of \$2mil MIF to JCF under MS 116J.8731 (MN001 - 0004424071). Commissioner Grove approved the reversal on 6/14/19 due to some projects dropping out of JCF and to meet future needs between MIF/JCF/ and the Redev programs.	MS 116J.8731
31	DEED	General	B221150	Minnesota Investment Fund	(2,000,000.00)	DEED	General	B221149	MN Job Creation	2,000,000.00	BFY19 Transfer \$2mil from MIF to JCF - Commissioner Hardy approved 10/2/18.	MS 116J.8731 subd 10 Session law 2017 Chapter 94 Article 6 Section 3 (amended MS 116J.8731).
32	DEED	General	B221304	MN Emerging Entrepreneur Prog	(500,000.00)	DEED	Other Misc Special Revenue	B221108	Emerging Entrpnr Revolving	500,000.00	Transfer Emerging Entrepreneur SFY18 appropriated general funds to the special revenue revolving fund per session law	17 094 01 002 02M
33	ADMIN	General	G029116	MN Film & TV Board	(162,000.00)	DEED	General	B221401	MN Film and TV Board	162,000.00	FY19 MN Film & TV - transfer for operations	FY19 MN Film & TV - transfer to DEED per interagency agreement executed 9-18-17.
34	DEED	General	B223438	Olmstead Implementation Office	(1,269,000.00)	HFA	Housing Finance Agency	B340001	Gen Reserve Overhead Control	1,269,000.00	Transfer to Housing Finance for Olmstead Implementation Operations	17 094 01 002 04B

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

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

### RECITALS

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

### AGREEMENT

DEED and Admin agree as follows:

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



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

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

6. Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7 Liability. Each party will be responsible for its own acts and behavior and the results thereof.
- 8 Termination. Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

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

APPROVED:

1. DEED:

By: Julie Freeman

Printed Name: Julie Freeman

Title: CFO

Date: 9/18/17

2. Admin:

By: Laurie Beyer-Kropuenske

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

Date: 9/15/17

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

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

1. **Services to be Performed:**

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

2. **Authorized Agents:**

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

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

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

3. **Consideration and terms of Payment**

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

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

4. **Terms of Agreement**

This agreement is effective July1, 2017 and shall remain in effect until June 30, 2019.

5. **Amendments**

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

**Approved:**

Department of Administration

Department of Employment and Economic  
Development

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



# 11 - 2019

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

Originator of agreement, complete this section:

Total amount of interagency agreement: \$2,312,119

Proposed Start Date: 10/ 1/ 2018

Proposed End Date: 9/30/2020

SFY 2019 - SWIFT FinDeptID: H55EB 32039     \$2,312,119 amount

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

SFY\_\_ - SWIFT FinDeptID: H55EB\_\_ \$\_\_ amount

SFY\_\_ - 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 State Agency: \_\_\_\_\_

SWIFT Contract #: IAK % 153359

SWIFT Purchase Order #: 3000067584

Buyer Initials: LD Date Encumbered: 2/15/2019

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

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

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

### **Recitals:**

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

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

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

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

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

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

**WHEREAS**, the REQUESTING AGENCY and PROVIDING AGENCY agree that it is necessary to share unemployment insurance information to determine who must participate in, and who is exempt from, participation in the SNAP E&T program, as required by Minnesota Statutes, section 256D.051, subdivision 3a(6);

**WHEREAS**, the REQUESTING AGENCY is permitted to share the Protected Information with PROVIDING AGENCY pursuant to Minnesota Statutes, section 13.46, subdivisions 1 and 2(a)(9), and REQUESTING

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

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

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

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

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

**NOW, THEREFORE**, it is agreed:

## **1. Duties:**

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

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

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

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

- A. The total obligation of REQUESTING AGENCY for all compensation and reimbursement to PROVIDING AGENCY under this Agreement will not exceed two million three hundred twelve thousand one hundred and nineteen dollars (\$2,312,119.00), subject to SNAP E&T 50-50 federal funding restrictions and approvals.
  - a. Up to one million nine hundred fifty-six thousand eight hundred and twelve dollars (\$1,956,812.00) are available for SNAP E&T activities under the Minnesota SNAP E&T Plan, as approved by FNS, through PROVIDING AGENCY'S Equity/Jobs Bill/Competitive/Legislative Appropriation Grantees.

- b. Up to three hundred fifty-five thousand three hundred and seven dollars (\$355,307.00) are available for PROVIDING AGENCY'S administration of Equity/Jobs Bill/Competitive/Legislative Appropriation Grantees as detailed in Attachment B, incorporated into and made part of this Agreement.
  - c. The indirect rate of 16.35% is in effect through June 30, 2019, as indicated on Attachment B. The indirect rate may be adjusted accordingly for each fiscal year through September 30, 2020. The PROVIDING AGENCY will provide the REQUESTING AGENCY with a 30 day notice prior to any increase in indirect costs.
- B. PROVIDING AGENCY may not use funds for services or activities prohibited by FNS and by Title 2 of the C.F.R. 200 Uniform Administrative Requirements. All provisions in the Uniform Administrative requirements, costs principles, and audit requirements for federal awards are applicable to PROVIDING AGENCY and PROVIDING AGENCY's Legislative Appropriation's Grantees.
  - C. REQUESTING AGENCY shall not reimburse PROVIDING AGENCY for any costs determined by REQUESTING AGENCY to be unallowable, as defined by FNS SNAP E&T rules and regulations, and any subsequent updates to these rules, regulations and guidelines during the period of this Agreement.
  - D. PROVIDING AGENCY shall ensure there is no duplication of benefits and/or services provided to SNAP recipients through State's SNAP E&T funds; and that PROVIDING AGENCY's funds are expended on allowable activities for SNAP eligible families.
  - E. PROVIDING AGENCY's fifty (50) percent Federal Financial Participation match requirements must be from nonfederal sources and not matched for another purpose.
  - F. Release of funding under this Agreement to PROVIDING AGENCY is subject to actual receipt of appropriated funds from FNS and approval by REQUESTING AGENCY of PROVIDING AGENCY's request for reimbursement. Reimbursements for Quarter 1 (October-December 2018) and Quarter 2 (January-March 2019) will be reviewed jointly by REQUESTING AGENCY and PROVIDING AGENCY to ensure payments made by PROVIDING AGENCY are accurate and appropriate. REQUESTING AGENCY will review subsequent requests and approve subject to provisions B and through E above.
  - G. Any unexpended balance in the first year of the Agreement (federal fiscal year 2019) will cancel and may not cross over to the second year of the Agreement (federal fiscal year 2020). Any unexpended balance in the second year of the Agreement (federal fiscal year 2020) will cancel.

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

- A. PROVIDING AGENCY will submit at least quarterly invoices for the amount of expenditures to be paid under this Agreement. Invoices must breakdown the matched funds related to SNAP 50/50 approved Grantee expenditures and PROVIDING AGENCY's administration expenditures

according to the following schedule:

- o October - December by January 20<sup>th</sup>
- o January- March by April 20<sup>th</sup>
- o April - June by July 20<sup>th</sup>
- o July - September by October 20<sup>th</sup>

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

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

**4. Terms of Agreement.** This agreement shall be effective on **October 1, 2018**, or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **September 30, 2020**, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first. Funds are available and payable effective October 1, 2018 for services and deliverables performed on or after October 1, 2018 by PROVIDING AGENCY under this Agreement.

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

**6. Authorized Representatives.** The REQUESTING AGENCY's authorized representative for the purposes of administration of this agreement is **Jovan Perry, Economic Assistance and**



**Employment**

**Supports Division Director, Minnesota Department of Human Services, 444 Lafayette Road N, St. Paul, MN 55164, 651-431-4006**, or her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is **Jeremy Hanson Willis, Deputy Commissioner, Minnesota Department of Employment and Economic Development 332 Minnesota St First Bank Building St. Paul MN, 55101, 651-259-7116**, or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

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

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

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

**10. Information Privacy and Security.** Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" attached and incorporated into this Contract as Attachment C, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

**11. Other Provisions.**

None

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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:

Title:

Date:

SWIFT CONTRACT No:

SWIFT PO #:

Loni Delmonico  
Contracts Coordinator

2/15/2019

153359

3000067584

**1. PROVIDING AGENCY**

By:

Title:

Date:

[Signature]  
Deputy Commissioner  
2-20-2019

**1. REQUESTING AGENCY**

By:

Title:

Date:

[Signature]  
EAESD DIRECTOR  
2-27-2019

Contract: 153359

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AMENDMENT FOR INTERAGENCY AGREEMENT

Amendment Number: 2 to IAK%82787

Contract Start Date: July 1, 2014

Original Interagency Agreement Expiration Date: June 30, 2016

Current Interagency Agreement Expiration Date: June 30, 2018

Requested Interagency Agreement Expiration Date: June 30, 2019

Total Contract Amount: \$87,535

Original Contract: \$35,014

Previous Amendment(s) Total: \$35,014

This Amendment: \$17,507

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

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

**Recitals**

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

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

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

**Contract Amendment**

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

**REVISION 1:** Clause V. "Consideration and Terms of Payment" paragraphs A, B, C are amended as follows:

- A. **Consideration.** Consideration for all services performed by DEED under this agreement must be paid by DHS according to REVISED Attachment A which is attached to this

amendment and incorporated into the Original Agreement and Attachment B, which are incorporated into this agreement and attached hereto. Total expenditures for this agreement may not exceed Eighty Seven Thousand Five Hundred Thirty Five Dollars (\$87,535) ~~Seventy Thousand Five Hundred Twenty Eight Dollars (\$70,028)~~.

- B. **Terms of Payment.** Payment must be made by DHS within thirty (30) calendar days after DEED has presented invoices for services performed and accepted by DHS. No payment will be made without the presentation of an accurate invoice. DEED will submit invoices to DHS on a quarterly basis in the amount of Four Thousand, Three Hundred Seventy Six ~~Sixty Seven~~ Dollars and 75/100 (\$4,376.75) as per the following schedule:

Invoice Time Period	Due Date
July 2014 – September 2014	October 31, 2014
October 2014 – December 2014	January 31 <del>30</del> , 2015
January 2015 – March 2015	April 30, 2015
April 2015 – June 2015	June 30, 2015
July 2015 – September 2015	October 31, 2015
October 2015 – December 2015	January 31 <del>30</del> , 2016
January 2016 – March 2016	April 30, 2016
April 2016 – June 2016	June 30, 2016
July 2016 – September 2016	October 31, 2016
October 2016 – December 2016	January 31 <del>30</del> , 2017
January 2017 – March 2017	April 30, 2017
April 2017 – June 2017	June 30, 2017
July 2017 – September 2017	October 31, 2017
October 2017 – December 2017	January 31 <del>30</del> , 2018
January 2018 – March 2018	April 30, 2018
April 2018 – June 2018	June 30, 2018
<u>July 2018 – September 2018</u>	<u>October 31, 2018</u>
<u>October 2018 – December 2018</u>	<u>January 31, 2019</u>
<u>January 2019 – March 2019</u>	<u>April 30, 2019</u>
<u>April 2019 – June 2019</u>	<u>June 30, 2019</u>

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

This agreement shall be effective on August 15, 2014 or upon the date that the final required signature is obtained by DEED, pursuant to Minnesota Statutes, Section 16C.05, Subd 2, whichever occurs later, and shall remain in effect through June 30, 2019~~2018~~, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

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

**SIGNATURE PAGE FOLLOWS.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

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

APPROVED:

**1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION**

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

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

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

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

SWIFT PO #: \_\_\_\_\_

**2. PROVIDING AGENCY**

By: Richard Caligaris

Title: Director, Unemployment Insurance

Date: 2/20/18

**3. REQUESTING AGENCY**

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

*With delegated authority*

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

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

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

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

**REVISED ATTACHMENT A**  
Interagency Agreement Payment Schedule  
July 1, 2014 through June 30, ~~2019~~2018

1. DHS must compensate DEED for actual costs incurred in performing the duties listed in the Payment Schedule chart below
2. The total obligation of DHS for all compensation and reimbursement to DEED under this agreement may not exceed \$87,535,70,028.

Expenditure Type	Rate	Estimated Quantity	Estimated Total Costs (per year, rounded)
<b>1. Bank Costs</b>			
Daily ACH Originated on US item /day	0.0075	256 days	2
Daily ACH Process Run /day	2.5562	256 days	654
ACH originated Addenda (# of EFTs) - cost per payment transaction/number of payments	0.005	173,757 pymts	869
<b>SUBTOTAL</b>			<b>\$1,525</b>
<b>2. Computer Costs</b>			
DB2 CPU time (per 1000 units)	0.0217	80,972	1,757
zIIP CPU seconds (per 1000 units)	0.0045	389	2
Disk storage gigabyte per day)	1.9095	31	59
Computer staff (program, network, job scheduler) -cost per hr/hours per year	76.55	35 hrs.	2,679
<b>SUBTOTAL</b>			<b>\$4,497</b>
<b>3. Other Staff/Additional Costs</b>			
Set-up Info Calls - 800# cost per minute/talk time+ IVR minutes	0.0440	6,561 min.	289
Set-up Info Calls - staff cost per minute /talk time minutes	0.7020	8,596 min.	6,034
Liaison time - cost per hour/hours per year	54.21	52 hrs.	2,819
Fiscal Related - -cost per hour/hours per year	62.49	2 hrs.	125
Maintain online user access for 4 users (includes responding to Service Desk calls for resetting passwords) -cost per hour/hours per year	81.55	1 hr.	82
Contract writing, cost research and evaluation, Legal Unit review of contract, Data Privacy Unit review of contract -staff cost per hr/hours per year	89.00	24 hrs.	2,136
<b>SUBTOTAL</b>			<b>\$11,485</b>
SFY 2015, 2016, 2017, and 2018 and 2019 (per year) <b>ANNUAL</b> Maximum Inter-Agency Expenditures			<b>\$17,507</b>
SFY 2015-2016, 2017, and 2018 and 2019 <b>TOTAL</b> Maximum Inter-Agency Expenditures			<b>\$87,535,70,028</b>





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DEED Data Exchange Agreement – DHS HCEO 11-005

**Minnesota Department of Employment and Economic Development  
Data Sharing Agreement**

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

**Purpose of Agreement**

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

**Recitals**

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

**General Provisions**

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

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

**Contract**

## **1 Term of Contract**

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

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

## **2 Duties**

**DHS will, in general:**

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

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

☒ Use DEED data only as provided in this agreement

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

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

☒ Submit files of participant information as specified in this agreement

☒ Supply DEED with audit logs upon request

☒ Compensate DEED for the cost of providing data

**DEED will, in general:**

☒ Refresh wage data on a weekly basis

☒ Provide limited assistance with access and use of data

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

## **3 Payment**

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

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

**Deed will submit invoice to:**

Tammy Smith

Minnesota Department of Human Services

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

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

Invoices may be sent via SWIFT

**DHS will remit timely payment to:**

DEED Financial Services

332 Minnesota Street, Suite E200

St. Paul, MN 55101

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

**4 Authorized Representatives**

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

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

**5 Amendments, Waiver, and Contract Complete**

**5.1 Amendments**

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

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

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

**5.3 Contract Complete**

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

**6 Liability**

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

**7 Government Data Practices**

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

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

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

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

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

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

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

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

#### 8 Publicity

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

#### 9 Audit

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

#### 10 Governing Law, Jurisdiction, and Venue

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

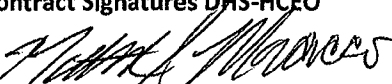
#### 11 Termination

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

#### 12 Contract Signatures DHS-HCEO

#### DEED

By:



By:



Delegated Authority:

Delegated Authority: Blake Chaffee

Title:

Assistant Commissioner

Title: Chief Financial Officer

Date:

7/20/16

Date:

7/28/16

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**INTERAGENCY AGREEMENT**  
**BETWEEN THE MINNESOTA DEPARTMENT OF HUMAN SERVICES AND**  
**THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

This is an Interagency Agreement ("Agreement") between the Minnesota Department of Human Services ("DHS") and the Minnesota Department of Employment and Economic Development ("DEED").

**RECITALS**

This Agreement sets forth the terms and conditions in which DEED and DHS will share data for DHS use in determining potential fraud and establishing debt.

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

DEED is permitted to share the data with DHS pursuant to Minn. Stat. § 268.19, subd. 1(a)(9).

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

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

The Parties therefore agree as follows:

**AGREEMENT**

**1. Term of Contract.**

- 1.1 Effective date.** This Agreement is retroactively effective to July 1, 2018.
- 1.2 Expiration date.** The expiration date of this Agreement is Dec. 31, 2021 or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Option to extend term of this Agreement.** Upon written mutual agreement ("term extension agreement"), the parties may extend the term of this contract, subject to the following conditions:
  - 1.3.1** The term extension agreement shall state the date when the extension ends;
  - 1.3.2** The total cumulative duration of this Agreement, including the length of the specified in the term extension agreement under this clause, shall not exceed five (5) years from the date of the date the when all required signatures under Minn. Stat. § 16C.05, sub. 2 to this Agreement were obtained;
  - 1.3.2** The term extension agreement shall not be effective until it is fully executed by each party within the current period of performance and no later than the expiration

date specified in clause 1.2, and in the possession of the Authorized Representative for each party; and

- 1.3.3 If the parties exercise this option, the Agreement shall be considered to include the term extension agreement.

## **2. Duties.**

### **2.1 DEED shall:**

- 2.1.1 Grant DHS access to DHS, as approved through the DEED Teradata Warehouse Access Request process, to the DEED Teradata Warehouse ("TDW") data. DEED will:

1. Provide and maintain view access to the DEED Teradata Warehouse ("TDW"), and make available UI wage and employer data in TDW for use by DHS fraud staff and service accounts for fraud analysis and findings.
2. Use the record format and value ("position"), referencing the file that the data needs to be matched against, as indicated in 3 through 6 below.
3. On the tenth working day of each month, run a crossmatch job against both unemployment insurance ("UI") benefits and wage record data on all applicants (position 10 = P) and UI benefits only data on all recipients (position 10 = blank).
4. On the twentieth working day of each month, run the crossmatch job against both UI benefits and wage record data for all applicants (position 10 = P).
5. On the tenth working day of the first month of each calendar quarter, run the crossmatch job against both UI benefits and wage record data for all applicants (position 10 = P) and recipients (position 10 = blank).
6. On the twentieth working day of the first month of each calendar quarter, run the crossmatch job against both the UI benefits and wage record data for all applications (position 10 = P).

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

### **2.2 DHS shall access and use UI benefits and wage record data in DEED's TDW to:**

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

3. **Time.** The Parties will perform their duties within the time limits established in this Agreement unless prior written approval is obtained from the other party.

4. **Consideration and Payment.** Consideration for all services performed by DEED pursuant to this Agreement should be paid by DHS according to Payment Schedule, attached and made a part of this Agreement. DEED will invoice DHS for maintenance and for prorated start-up costs up to two hundred one dollars (\$201.00) for each quarter of each year according to the following schedule. Payment shall be made by DHS within thirty (30) days upon presentation of invoice.

January – March	Due April 20 <sup>th</sup>
April – June	Due July 20 <sup>th</sup>
July – September	Due October 20 <sup>th</sup>
October – December	Due January 20 <sup>th</sup>

DHS' total obligation for all compensation and reimbursement to DEED under this Agreement shall not exceed two thousand eight hundred fourteen dollars (\$2,814.00) for a total of 14 quarters or 3½ years beginning on July 1, 2018.

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

5.1 **DHS - Office of the Inspector General.** DHS's authorized representative is Mike Polston [Michael.Polston@state.mn.us](mailto:Michael.Polston@state.mn.us), Deputy Inspector General or his successor. DEED shall make any notice or contact to DHS required by this Agreement to DHS's authorized representative.

5.2 **DEED.** DEED's Authorized Representative is Rick Caligiuri [rick.caligiuri@state.mn.us](mailto:rick.caligiuri@state.mn.us), Unemployment Insurance Division Director or his successor. DHS shall make any notice or contact to DEED required by this Agreement to DEED's authorized representative.

6. **Information Privacy and Security and Final Disposition of Data.** Attachment A sets forth the parties' responsibilities regarding information privacy and security responsibilities and the disposition of the data when this Agreement ends as a result of completion or termination.

7. **Liability.** The Parties agree that each is independently responsible for complying with statutes, rules, and regulations governing or affecting the collection, storage, use, sharing, disclosure, and dissemination of the data. Neither party will be liable for any violation of any provision of applicable laws or the terms of this Agreement indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the other party or its employees or agents. The liability of each party is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

The Parties acknowledge that if a party is in violation of this Agreement, or violation of a federal or state statute, regulation or administrative rule applicable to data, the other party may limit, suspend, or terminate the violating party's access to or use of the data.

8. **Severability.** If any provision of this Agreement is held unenforceable all remaining provisions of this Agreement remain in full force and effect.



9. **Cancellation.** This Agreement may be canceled by DHS or DEED at any time, with or without cause, upon thirty (30) days written notice to the other party. Notwithstanding the preceding sentence, DHS or DEED may cancel this Agreement immediately if either party has breached a material term of this Agreement.
- 9.1 **Cancellation for Lack of Contract Funding.** DHS may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to DEED. DHS is not obligated to pay for any services that are provided after notice and effective date of termination. However, DEED will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. DHS will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. DHS must provide DEED notice of the lack of funding within a reasonable time of DHS's receiving that notice.
- 9.2 **Cancellation for breach.** DHS or DEED may immediately terminate this Agreement if either party is in material breach of this Agreement and determines that cure of the breach is not possible. However, either party may allow the other party to cure the breach or end the violation.
10. **Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice of law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or breach thereof, will be in the state or federal court, without either party waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.
11. **Assignment, Amendments, Waiver, Endorsement and Agreement Complete.**
- 11.1 **Assignment.** The Parties may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, approved by the same Parties who executed and approved this Agreement, or their successors in office.
- 11.2 **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.
- 11.3 **Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to enforce it.
- 11.4 **Agreement Complete.** This Agreement contains all negotiations and Agreements between DHS and DEED. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
12. **Interpretation.** Regarding the data disclosed under this Agreement, any ambiguity in this Agreement shall be resolved to permit the Parties to comply with Minnesota Statutes, ch. 13, the Minnesota Government Data Practices Act, Minn. Stat. § 268.19 and other applicable state and

federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

13. **Survival of Terms.** The rights and obligations of the Parties under this Agreement shall survive the termination of this Agreement for as long the Parties and/or their contractors, subcontractors and agents are in possession of data received from or collected, created, used, maintained, or disclosed.

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

APPROVED:

**1. Requesting Agency Encumbrance Verification**

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

By: Don An Tucc

Date: 3/26/19

SWIFT Contract No: I AK 154909

SWIFT PO #: 3000068173

**2. Minnesota Department of Employment and Economic Development**

By: Richard Caligiuri  
*With delegated authority.*

Printed Name: Richard Caligiuri

Title: Director, UI Division

Date: 4/2/19

**3. Minnesota Department of Human Services**

By: Michael Peterson  
*With delegated authority.*

Printed Name: Michael Peterson

Title: Deputy Inspector General

Date: March 28, 2019

Distribution of final (fully executed) Agreement:

DEED

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

**ATTACHMENT A:**  
**DATA PRIVACY AND SECURITY**  
**AND DISPOSITION OF DATA UPON CONCLUSION OR TERMINATION OF AGREEMENT**

This Attachment sets forth the terms and conditions under which DEED and DHS, respectively, provide access to or use Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act and other applicable laws. The parties agree to comply with all applicable provisions of the Minnesota Government Data Practices Act and any other state and federal laws that apply to the Protected Information, including the safeguards listed in § 2.2 of this Attachment.

The parties therefore agree as follows:

**DEFINITIONS**

- A. "Agent" means employees, contractors, subcontractors, and other non-employees and representatives of a party (DEED or DHS) that, on behalf the party with which they are affiliated, perform or assist in the performance of the party's duties or responsibilities under the Agreement or this Attachment.
- B. "Agreement" means the Interagency Agreement between DEED and DHS that this Attachment is attached to, including the recitals, the body of the Agreement, and each attachment.
- C. "Applicable Safeguards" means the state and federal laws, regulations, and standards listed in Section 2.2 of this Attachment.
- D. "Breach" means a privacy or security incident that results in the compromise of the confidentiality or integrity of Protected Information or a use or disclosure of Protected Information not otherwise permitted by law or this Agreement, including this Data Sharing Agreement.
- E. "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of Protected Information by the entity in possession of the Protected Information.
- F. "Individual" means the natural person who is the subject of Protected Information.
- G. "Privacy incident" means a suspected or confirmed improper use of Protected Information, including a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Agreement and this Attachment.
- H. "Parties" means DEED and DHS, and each party's respective contractors and any other agents who have authorized by the party to perform activities relating to the Agreement.
- I. "Protected Information" means any information that is or will be used by (including shared between the parties) under this Agreement by the parties that is protected by federal or state laws, statutes, regulations or standards, or other applicable safeguards, including those listed in this Attachment. Protected Information includes, but is not limited to, individually identifiable information maintained within or used the DEED Teradata Warehouse ("TDW") or any other information management system, including a "legacy system" or other application, operated under the authority of either party for purposes specified in the Agreement.

- J. "Security incident" means the attempted or successful unauthorized use or the interference with system operations in an information management system or application. Security incident does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized use of Protected Information.
- K. "Use" or "used" means any activity by the parties during the duration of the Agreement involving Protected Information including its creation, collection, access, use, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, disclosure, transmission, or destruction. Use includes any of these activities whether conducted manually or by electronic or computerized means.
- L. "User" means an agent of either party, who has been authorized to use Protected Information.

#### **PART 1: INFORMATION EXCHANGED**

- 1.1 **Purpose and Scope.** This Attachment governs the access and use of Protected Information necessary for the parties to perform their duties as set forth in the body of the Agreement, and sets forth the terms and conditions in which DEED will provide access to DEED data to DHS for DHS to use in investigating potential fraud and establishing debt.
- 1.2 **Protected Information Subject to the Requirements of this Attachment.** The protected information covered by the Attachment is set forth in § 2 of the body of this Agreement.
- 1.3 **Legal Authority:** The legal authority for DEED and DHS to exchange Protected Information is set forth in the Agreement Recitals.

#### **PART 2: INFORMATION PRIVACY AND SECURITY**

- 2.1 **Duty to Safeguard Protected Information – Compliance Required.** The parties (including their contractors or other authorized agents) shall comply with:
- 2.1.1 Industry safeguards that apply to the parties and the Protected Information, which may include Applicable Safeguards listed in § 2.2 of this Attachment; and
- 2.1.2 Additional obligations and requirements included in Part 2 and Part 3 of this Attachment.
- 2.2 **Applicable Safeguards.**
- 2.2.1 State and Federal Safeguards. The parties acknowledge that the Protected Information to be used under the terms of the Agreement may be subject to one or more laws, statutes, regulations, rules, standards, and guidelines ("Applicable Safeguards") that are intended to protect the rights of data subjects and prevent improper use of the Protected Information. The parties agree to comply as applicable with all Applicable Safeguards, which may include:
- (1) Minnesota Government Data Practices Act (Minn. Stat. Chapter 13) (including but not limited to the civil remedies that, under Minn. Stat. § 13.08, that may be available to individuals who are damaged as a result of a violation of the Act);
  - (2) Minnesota Health Records Act (Minn. Stat. §§ 144.291 - 144.298);

- (3) Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to § 2.67);
- (4) Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075);
- (5) U.S. Privacy Act of 1974;
- (6) Computer Matching Requirements (5 U.S.C. § 552a);
- (7) Social Security Data Disclosure (section 1106 of the Social Security Act);
- (8) Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook" Publication 3373);
- (9) NIST Special Publication 800-53, Revision 4 (NIST.SP.800-53r4); and
- (10) Any other use restrictions and retention or destruction requirements that apply to the Protected Information.

2.2.2 Statutory Amendments and Other Changes to Applicable Safeguards. The parties agree to take such action as is necessary to amend the Agreement and this Attachment from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

## 2.3 General Use Limitations and Responsibilities.

2.3.1 Restrictions on use of Protected Information. The parties' use of Protected Information is limited to what is minimally necessary to provide the services and fulfill the respective lawful duties described in Agreement or this Attachment, or as otherwise required by law, provided that such use or disclosure of Protected Information, if performed by a party, would not violate other applicable state and federal statutes or regulations. Each party shall also:

- (1) Notify the other party of any limitations that are not already incorporated into this Attachment but that are applicable to the party providing the notification and relate to the parties use under this Attachment of Protected Information, and
- (2) Refrain from requesting that the other party use or disclose Protected Information in a manner that would violate applicable law or would be impermissible if the use or disclosure were performed by the other party.

2.3.2 Individual Privacy Rights. The parties shall ensure individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

- (1) Complaints: The parties shall work cooperatively to, in a timely manner, resolve complaints, including complaints involving suspected improper disclosure of protected information about an individual, received from an individual; from an individual's authorized representative; or from a state, federal, or other health or human services oversight agency.
- (2) Requests for Disclosure of Protected Information: When a party receives a request for access from a non-party to disclose Protected Information it received from the other party, the party that received the request shall:

- a. Within three (3) business days of receipt of the request, notify the other party of the request and, as necessary, coordinate with the other party to facilitate a response within ten (10) business days of receipt of the request; and
    - b. Document the authority relied upon to disclosure or deny access to the Protected Information.
  - (3) Consent of data subjects: Each party shall, when necessary, obtain a data subject's informed consent or authorization before disclosing Protected Information.
  - (4) Amendments Requested by Data Subject: Within ten (10) business days, of a receipt by either party of a request by an individual to make any amendment(s) to Protected Information under Minn. Stat. § 13.04, subd. 4, the receiving party will notify the other party of the request, and the parties shall, when necessary, coordinate to respond to the request in a timely manner.
- 2.3.3 Ongoing Responsibilities to Safeguard Protected Information. Each party shall implement and maintain appropriate safeguards to prevent the unauthorized use or disclosure of electronic and hardcopy Protected Information, including but not limited to:
- (1) Privacy and Security Policies: Each party shall develop, maintain, and enforce policies and procedures pertaining to administrative, technical, and physical safeguards to ensure the privacy and security of the Protected Information.
  - (2) Monitoring Agents: Each party shall ensure that any contractor, subcontractor, or other agent to whom the party discloses Protected Information for purposes associated with the party's obligations under this Attachment is bound by and agrees to the same restrictions and obligations that apply to the party.
  - (3) Training: Each party shall ensure that its Agents are properly trained and comply with all Applicable Safeguards and the terms of the Agreement and this Attachment.
  - (4) Conflicting Provisions: To extent that the parties determine, following consultation, any terms of this Attachment is less stringent than the Applicable Safeguards, the parties must comply with the Applicable Safeguards. In the event of a conflict in the requirements of the Applicable Safeguards, the parties must comply with the most stringent Applicable Safeguard.
- 2.3.4 Data Availability: Each party, or any entity with legal control or possession of any Protected Information provided by one of the parties under this Attachment, shall make any and all Protected Information available to the other party upon request within a reasonable time as is necessary for the other party to comply with applicable law.
- 2.3.5 Documentation Required. In some cases, documentation that a party has complied with a contractual obligation is required by this Attachment, or by applicable laws, standards, or guidelines. When such documentation is required, the documentation must be securely maintained and retained by the party for a period of six years from the date of expiration or termination of the Agreement, or longer if required by applicable law, after which the documentation must be disposed of consistent with Part 3 of this Attachment.

## 2.4 Responding to Privacy Incidents, Security Incidents, and Breaches. In the event of a privacy

incident or security incident, including a breach, involving Protected Information, the discovering party shall take and document, as required by paragraph 2.3.5, immediate and any other corrective actions necessary to comply with this section and with § 2.5.

2.4.1 Immediate response required: Upon discovery of an incident, the discovering party shall:

- (1) Mitigate harmful effects: To the extent practicable, take necessary action to immediately mitigate and/or remediate any harmful effect of the incident, and take other corrective actions as necessary to prevent a recurrence of such an incident. These activities should continue until the risk has been contained or eliminated.
- (2) Investigate: To determine (a) the cause of the incident, (b) the nature and amount of the Protected Information involved, and (c) the identity of individuals (data subjects) whose protected information may have been improperly used.
- (3) Notify non-discovering party: Provide the other party with an initial report describing the incident and the initial response to it:
  - a. The initial report required under this clause should be in writing using a standard, agreed-upon format, and shall be directed to the attention of the other party's Authorized Representative.
  - b. In the event that an initial written report is not practical due to exigent circumstances, a verbal notice must be provided, to be followed by a written report within five (5) days of discovery. If the discovering party is unable to complete its mitigation efforts or investigation of the privacy incident or security incident within five (5) days of discovery, then the discovering party shall, no later than five (5) after discovery, provide the other party with a written status report that includes the information required under § 2.4.2(2) of this Attachment.

2.4.2 Additional corrective action and final report: If it appears that additional mitigation, investigation to identify the root cause of the incident, and/or corrective action is necessary, the discovering party or the party determined to be responsible for causing the incident shall:

- (1) Take appropriate measures to reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, employee sanctions, or revising policies and procedures; and
- (2) Prepare a final report that identifies the suspected cause of the incident and describes all mitigation, remedial, or other corrective actions, required pursuant to §§ 2.4.1 and 2.4.2 of this Attachment, that have been taken or will be completed (a) to minimize, contain, or eliminate any actual or potential harmful effects resulting from the incident, and (b) to prevent a recurrence. The status report shall also include a timeline that indicates when the investigation and any mitigation, remedial, or other corrective actions were or will be completed.

2.4.3 Cooperation and coordination required:

- (1) Assistance required: Each party will respond to reasonable requests from the other for information and assistance as necessary to comply in a timely and effective manner with paragraphs 2.4.1 and 2.4.2, including but not limited to requests and instructions

related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, an incident.

(2) Timely response: The assistance required under clause (1) shall be provided as soon as possible but not later than forty-eight (48) hours after it is received.

(3) Notice to third parties: The parties to this Attachment shall also cooperate to determine whether notice under § 2.5 is required and, if it is, which party will provide it.

## **2.5 Notification to Data Subjects and Other Third Parties; Costs Incurred.**

2.5.1 Determining whether notice is required. The parties shall work cooperatively (1) to determine whether notice to data subjects and/or any other external parties regarding any privacy incident or security incident or breach is required by law, and if such notice is required, (2) to determine which party will provide the notice, and (3) to ensure that each party's obligations under any applicable law requiring notification are satisfied, including, but not limited to, Minn. Stat. §§ 13.05 and 13.055. Notice required under this section shall include should include, but are not limited to, notifying, and offering credit monitoring services to, affected data subjects.

2.5.2 Failure to notify. If the party determined to be responsible for providing the notice to fails to notify individual data subjects or other external parties under subparagraph (a) that party shall reimburse the other party for any costs the other party incurs as a result of the failure to provide notification.

## **2.6 Information Management System Access and Electronic Data Transmission.**

2.6.1 Information management system use restrictions. To the extent that a party to this Attachment (Party A) is permitted for purposes of the Agreement to use one or more information management systems (including "legacy" systems) that are maintained by the other party (Party B), Party A must comply with system- or application-specific use restrictions and requirements regarding the use of Party B's information management systems, including restrictions relating to Protected Information that is maintained in the system or that Party A intends or is required to enter into the system.

2.6.2 Electronic Transmission. The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; 800-113, Guide to SSL VPNs, or others methods validated under Federal Information Processing Standards (FIPS) 140-2.

2.6.3 Portable Media and Devices. The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, Guide to Storage Encryption Technologies for End User Devices, or any successor Applicable Safeguards.

## **2.7 Security Audits and Remediation.** A party shall conduct and submit to audits and necessary remediation as required by this section to ensure compliance with all Applicable Safeguards and the terms of the Agreement and this Attachment.

2.7.1 Each party represents that it (or MN.IT or another qualified contractor on its behalf) has audited and will continue to regularly audit the security of the systems and processes used



to provide services under this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with the party. The audits must be conducted in a manner sufficient to ensure compliance with the applicable industry security standards, including but not limited to the Applicable Safeguards listed in § 2.2 as determined by MN.IT. Each party will, respectively, make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s).

- 2.7.2 This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed nonpublic or private security information, and not public data, under Minn. Stat. § 13.37, subd. 1(a) and 2(a).

### **PART 3: OBLIGATIONS OF THE PARTIES UPON EXPIRATION OR CANCELLATION OF THE AGREEMENT.**

- 3.1 **Destruction or Sanitization of Data.** Subject to the Applicable Safeguards and applicable retention schedules, upon expiration or termination of the Agreement for any reason, each party shall:
- 3.1.1 Destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner all Protected Information that the party obtained or created on behalf of, or received from, the other party pursuant to this Attachment; or
- 3.1.2 Securely maintain and prohibit further use or disclosure of the Protected Information: In the event that a party cannot reasonably or otherwise does not return or destroy the Protected Information, the party shall:
- (1) Notify the other party of the methods by which the Protected Information will be securely maintained and its further use prohibited; specific laws, rules or policies and specific circumstances applicable to its secure retention; and
  - (2) Continue to extend the privacy and security protections required by this Attachment to the Protected Information.
- 3.2 **Documentation Required.** Each party shall verify and document in a written report to the other party the manner in which it has fulfilled the requirements of paragraphs 3.1.1 or 3.1.2:
- 3.2.1 The report shall include at a minimum the following information:
- (1) A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;
  - (2) The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to the other party; and
  - (3) The identity of any organization (if different than party), and name, address, and phone number, and signature of the organization's controlling individual, that performed the activities required by this Section.
- 3.2.2 Documentation required by this section shall be made available upon demand by the other party.
- 3.2.3 Any costs incurred by a party in fulfilling its obligations under this Section will be the sole responsibility of that party.

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STATE OF MINNESOTA  
DEPARTMENT OF HUMAN SERVICES  
INTERAGENCY AGREEMENT

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

**Recitals:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOW, THEREFORE, it is agreed:**

## **Agreement:**

### **1. Duties.**

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

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

## **2. Consideration and Terms of Payment.**

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

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

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

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

January – March: by April 20th  
April – June: by July 20th  
July – September: by October 20th  
October – December: by January 20<sup>th</sup>

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

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

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

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

## **5. Cancellation or Termination.**

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

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

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

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

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

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

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

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

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

**11. Other Provisions.**

None

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Signature Page Follows

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

APPROVED:

**1. STATE ENCUMBRANCE VERIFICATION**

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

By: *Jason Perry*

Date: 11/3/2017

SWIFT Agreement No: \_\_\_\_\_

SWIFT PO #: \_\_\_\_\_

*Dora Burns*

11/15/17

IAK # 134780

PO # 3-58008

**2. PROVIDING AGENCY**

By: *[Signature]*

Title: Deputy Commissioner

Date: 10-27-17

**3. REQUESTING AGENCY**

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

*With delegated authority*

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

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

## **ATTACHMENT A**

### **AGENCY WORK PLAN**

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The intent of this work plan is to define roles, responsibilities and coordination between REQUESTING AGENCY and PROVIDING AGENCY for efforts involving SNAP E&T deliverables related only to those matters affecting employment and training activities, subject to available funds.

#### **A. FISCAL MANAGEMENT**

##### **1. FUNDING AND AGREEMENTS**

###### **a. REQUESTING AGENCY will:**

- i. Communicate annual SNAP E&T funds (SNAP 50%) allocation or allocation ranges for SNAP E&T related programming to the Providing Agency, services providers, counties and other interested parties.
- ii. Annually, negotiate, develop and execute Agreements with Service Providers for the operation of the SNAP E&T Program.
- iii. In collaboration with PROVIDING AGENCY, lead efforts related to the development of Request for Proposals (RFP) under the SNAP E&T 50%, including the RFP development, proposal review and awards as appropriate.
- iv. Administer, allocate, and expend funds available under the SNAP E&T 100% and the SNAP E&T 50% matching funds.
- v. Communicate to county agencies the amount of annual allocation or allocation ranges for SNAP E&T related programming funded under the SNAP E&T 100% that is accessible to the SNAP Employment and Training Services Providers (ESPs) through county agencies.
- vi. Within the limits of available and allocated SNAP funding, reimburse county agencies for SNAP E&T allowable activities and approved costs no later than forty five (45) days after the end of the quarter in which the request for reimbursement was submitted. Service Providers that have Agreements with PROVIDING AGENCY shall be reimbursed for allowable activities in accordance with their Agreement provisions negotiated with PROVIDING AGENCY.

##### **2. RECEIPT OF FEDERAL AND STATE FUNDS**



- a. REQUESTING AGENCY will accept and supervise the disbursement of any SNAP funds that may be provided by FNS or from other sources for use in the state for SNAP services.
- b. REQUESTING AGENCY will lead the development, preparation and submission of the State's SNAP E&T Plan for approval by FNS and allocation of federal SNAP E&T 100% funds and reimbursement of Federal Financial Participation (FFP) SNAP E&T 50% funds. REQUESTING AGENCY will seek support and involvement from PROVIDING AGENCY to have State's Plan in place according to the schedule set by FNS in order to receive and secure federal funding.
- c. REQUESTING AGENCY AND PROVIDING AGENCY shall:
  - i. Jointly review allocations and budgets for SNAP E&T 100% and SNAP E&T 50% and other specials programs as needed to ensure that expenditures are in alignment with budgets.
  - ii. Keep abreast of updates or changes to the use of federal SNAP funds as they are announced and published by FNS, federal and state authorities.

### 3. REPORTS

- a. REQUESTING AGENCY AND PROVIDING AGENCY shall:
  - i. Respond timely to all federal reporting and billing requirements.
  - ii. Keep abreast of updates or changes to federal SNAP reporting requirements as they are announced and published by FNS and federal and state authorities.
  - iii. Within ninety (90) days of the execution of this Agreement, develop a schedule of reports to be produced by PROVIDING AGENCY and REQUESTING AGENCY including purpose of the report(s), data elements used, timeliness, audience and end user.

## B. AUDITS AND MONITORING

- 1. REQUESTING AGENCY AND PROVIDING AGENCY shall:
  - a. Conduct on-site monitoring visits and perform periodic program reviews in response to program's service issues identified throughout the course of this Agreement and produce written monitoring report summarizing the findings of each on-site visit within fifteen (15) working days of on-site visit.

- b. Review expenditures for programs covered under this Agreement and other special programs as needed; and establish monitoring duties of sub-grantees to ensure funds spent are allowable under state and federal law, regulations and guidelines. REQUESTING AGENCY shall provide PROVIDING AGENCY with all available requested financial data concerning the scheduled sub-grantee's monitoring reviews within ten (10) days of the written request.
  - c. Develop and update monitoring materials and guidelines covering the specific programs under this Agreement by the first of October of each year. These guidelines will reflect the results of outcome-based Agreements, current state and federal laws, regulations and policies, RFPs, and areas of special concern.
2. REQUESTING AGENCY shall:
- a. Determine the appropriate action to be taken whenever review and audit of programs under this Agreement suggests that program funds have not been utilized consistently with state or federal law, regulation or guidelines, and shall implement those actions determined to be appropriate.
  - b. Respond to federal program audits where state response is required. If special monitoring efforts are needed, REQUESTING AGENCY AND PROVIDING AGENCY shall meet to determine how to fund these monitoring efforts.

### **C. EVALUATION AND PERFORMANCE REPORTS**

1. REQUESTING AGENCY Shall:
- a. Lead efforts, development, and preparation of the FNS 583 Quarterly Report for submission to FNS within forty five (45) days after the end of the quarter. PROVIDING AGENCY shall provide REQUESTING AGENCY with timely and necessary program participant data, agreed to by both agencies, necessary to complete this report for submission by the federal request dateline.
  - b. Lead efforts, development, and preparation of performance an annual report on the SNAP E&T Program which may include a summary of fiscal program components, participant demographics and program outcomes. This report will be provided by February 1<sup>st</sup> of each year of the Agreement, covering the previous state fiscal year. PROVIDING AGENCY shall provide REQUESTING AGENCY with timely and necessary

financial data to complete this report for submission to FNS by the federal request dateline.

**2. REQUESTING AGENCY AND PROVIDING AGENCY shall:**

- a. Jointly determine the need, purpose and scope of public reports governing programs covered under the Agreement; and define parameters and develop processes to evaluate outcomes and produce special reports arising from federal, state and county agencies requests.
- b. Within ninety (90) days of the execution of the Agreement, develop a schedule of reports to be produced by PROVIDING AGENCY including purpose of the report(s), data elements used, timeliness, audience and end user.

**D. TECHNICAL ASSISTANCE AND TRAINING**

**1. TECHNICAL ASSISTANCE**

- a. REQUESTING AGENCY AND PROVIDING AGENCY shall jointly prepare and deliver technical assistance related to employment and training issues or concerns arising from monitoring, federal and legislative changes, and request and questions received from county agencies, Services Providers, and other stakeholders:
  - i. Draft bulletins and update the SNAP manual resulting from legislative or federal changes to SNAP E&T.
  - ii. Coordinate the development, interpretation and implementation of changed policies.
  - iii. Consult, research, make recommendations, and respond timely to policy questions and monitoring findings.
  - iv. Actively participate in SNAP E&T team meetings and follow through assignments as directed by the REQUESTING AGENCY SNAP Director.
  - v. Determine how to accomplish unanticipated technical assistance efforts and monitoring activities.
- b. PROVIDING AGENCY will deliver technical assistance for SNAP E&T related issues arising from the use of the Workforce One (WF1) system, including changes to the system.

**E. PROGRAM SPECIFICATIONS**

1. REQUESTING AGENCY will:
  - a. Maintain, in consultation with PROVIDING AGENCY, the State's SNAP E&T Plan.
2. REQUESTING AGENCY and PROVIDING AGENCY will jointly:
  - a. Review and interpret state and federal laws, regulations and policies as they apply to programs covered under the Agreement, and distribute policy changes applying to SNAP E&T.
  - b. Work and consult in advance of submitting legislative proposals that may affect the goals, objectives or deliverables of the Agreement.
  - c. Review any legislative activity being considered or proposed that would change funding or SNAP E&T programming; and determine the need for and the proper methods to pursue changes in federal or state laws SNAP E&T. These methods may include meetings with legislators and other interested parties.

#### **F. SYSTEM ACCESS**

1. REQUESTING AGENCY shall make available and maintain:
  - a. Inquiry access to the MAXIS System to an agreed upon number of PROVIDING AGENCY staff (no more than two (2)) that take over specific roles within the PROVIDING AGENCY for delivery of services/activities in the Agreement.
  - b. Access views to the DHS Data Warehouse (DWH) to an agreed upon number of PROVIDING AGENCY staff (no more than two (2)) that take over specific roles within the PROVIDING AGENCY for delivery of services/activities in the Agreement.
2. PROVIDING AGENCY shall make available and maintain access views to the DEED DWH Unemployment Insurance (UI) wage and employer data for use by REQUESTING AGENCY as appropriated for performance of the roles and duties covered under this Agreement.
3. REQUESTING AGENCY AND PROVIDING AGENCY shall have and maintain access to the WF1 system and have the authority to access data from WF1 as well as data from the MAXIS interface for programs covered under this Agreement.

4. REQUESTING AGENCY and PROVIDING AGENCY will access and use private or confidential data in the MAXIS, WF1 Systems, and DWH in accordance with section 10, Information Privacy Protection, of this Agreement.
5. Changes to data security protocols and roles affecting REQUESTING AGENCY and PROVIDING AGENCY data must be agreed to by both agencies and submitted as an amendment to this agreement.

#### **G. KEY PERSONNEL**

1. INTERAGENCY JOINT MANAGEMENT COMMITTEE
  - a. REQUESTING AGENCY AND PROVIDING AGENCY Authorized Representatives or their designees will meet quarterly, or as frequent as needed, to provide progress reports of any or all duties and responsibilities of the Agreement, identify and discuss concerns caused by the other party's failure to timely perform its obligations during preceding quarter, and review time and cost estimates for performing any obligations under this Agreement. If concerns are not resolved through the Committee, agencies will follow the dispute resolution section H(1) below.
  - b. The Committee will determine when a work effort falls into the category of special project. Once a work effort has been designated as a special project, REQUESTING AGENCY AND PROVIDING AGENCY shall jointly undertake those activities necessary to the effective planning and implementation of the project. A timeline, approved by the Committee will be developed for all special projects.
2. INTERAGENCY DIRECT PROGRAM SUPERVISION AND STAFFING
  - a. PROVIDING AGENCY will:
    - i. Dedicate, for the purposes of the Agreement, material to the Agreement and essential to the work performed; one (1) 1.0 Full Time Equivalent Employment and Training Coordinator position to facilitate PROVIDING AGENCY's work, responsibilities and coordination as specified under this Agreement.
    - ii. Assign the following personnel to take over the aforementioned positions: Lynn Dahn or the individual that take over the specific roles within the PROVIDING AGENCY.
    - iii. Notify REQUESTING AGENCY at least thirty (30) days in advance, or as soon as possible, of changes to personnel or if personnel became unavailable or

unable for assignments or to perform the work under this Agreement, or unable to commit the level of effort required without substantial deviation (more than 10 percent). PROVIDING AGENCY shall provide REQUESTING AGENCY with written explanation of any proposed substitution.

- b. PROVIDING AGENCY agrees that it will require the identified Key Personnel, and their successors, to follow the work procedure and duties related to this Agreement that the REQUESTING AGENCY provides to the PROVIDING AGENCY. The PROVIDING AGENCY also agrees that it will discuss and include the REQUESTING AGENCY's comments and feedback concerning the Key Personnel's work performance under this Agreement in the Key Personnel's performance reviews.
- c. PROVIDING AGENCY agrees that the Key Personnel are its employees, that they are not employees of the REQUESTING AGENCY, and that nothing in this Agreement creates an employee-employer relationship between the REQUESTING AGENCY and the Key Personnel.

#### **H. DISPUTE RESOLUTION**

1. The Parties agree to meet and confer in an attempt to resolve any disputes that may arise out of course of performance of this Agreement.

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## **ATTACHMENT B – DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT TERMS AND CONDITIONS**

This Attachment sets forth the terms and conditions in which STATE will share data with and permit PROVIDING AGENCY to use or disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Data Practices Act under Minnesota Statutes, chapter 13, the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA") and other applicable laws.

The parties agree to comply with all applicable provisions of the Minnesota Data Practices Act, HIPAA, and any other REQUESTING AGENCY and federal statutes that apply to the Protected Information.

**General Description of Protected Information That Will Be Shared:** welfare data on individuals collected, maintained, used, or disseminated by the welfare system; and employment and training data on individuals collected, maintained, used, or disseminated because an individual applies for, is currently enrolled in, or has been enrolled in employment and training programs funded with federal, state, or local resources.

**Purpose for Sharing Protected Information and Expected Outcomes:** (a) verify an individual's identity; determine eligibility, amount of assistance, and the need to provide services to an individual or family across programs; coordinate services for an individual or family; evaluate the effectiveness of programs; (b) administer federal funds or programs; (c) coordinate the employment and training services or determine eligibility or suitability for services from other programs; and (d) monitor the eligibility of the participant for assistance programs, or for any employment or training program administered by those agencies.

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

PROVIDING AGENCY will have access to protected health information via its use of REQUESTING AGENCY's MAXIS database. PROVIDING AGENCY's use of that database is necessary for it to fulfill the requirements of this Agreement. Therefore, it is expressly agreed that PROVIDING AGENCY is a "business associate" of REQUESTING AGENCY, as defined by HIPAA under 45 C.F.R. § 160.103. Protected health information is accessible via REQUESTING AGENCY's MAXIS database, and that accessibility is subject to the Health Insurance Portability Accountability Act (HIPAA) and is permitted by 45 C.F.R. § 164.512(k)(6).

## DEFINITIONS

- A. "Agent" means PROVIDING AGENCY'S employees, Agreementors, subAgreementors, and other non-employees and representatives.
- B. "Applicable Safeguards" means the REQUESTING AGENCY and federal provisions listed in Section 2.1 of this Attachment.
- C. "Breach" means the acquisition, access, use, or disclosure of unsecured protected health information in a manner not permitted by HIPAA, which compromises the security or privacy of protected health information.
- D. "Business associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party in the Agreement and this Attachment, shall mean PROVIDING AGENCY.
- E. "Agreement" means the Grant Agreement between REQUESTING AGENCY and PROVIDING AGENCY identified as GRK%104384.
- F. "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.
- G. "HIPAA" means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.
- H. "Individual" means the person who is the subject of protected information.
- I. "Privacy incident" means a violation of an information privacy provision of any applicable REQUESTING AGENCY and federal law, statute, regulation, rule, or standard, including those listed in the Agreement and this Attachment.
- J. "Protected information" means any information that is or will be used by REQUESTING AGENCY or PROVIDING AGENCY under the Agreement that is protected by federal or REQUESTING AGENCY privacy laws, statutes, regulations or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a REQUESTING AGENCY, county or tribal human services agency client or a client's family member. Protected information also includes, but is not limited to, protected health information, as defined below, and protected information maintained within or accessed via a REQUESTING AGENCY information management system, including a REQUESTING AGENCY "legacy system" and other REQUESTING AGENCY application.
- K. "Protected health information" is a subset of "individually identifiable health information" in accordance with 45 C.F.R. § 160.103, but for purposes of this Attachment refers only to that information that is received, created, maintained, or transmitted by PROVIDING AGENCY as a business associate on behalf of DHS. Protected health information is a specific subset of protected information as defined above.
- L. "Security incident" means the attempted or successful unauthorized use or the interference with Minnesota Department of Employment and Economic Development SNAP IAK% October 1, 2017, through September 30, 2019



system operations in an information management system or application. Security incident does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized use of Protected Information.

- M. "Use" or "used" means any activity by the parties during the duration of the Agreement involving protected Information including its creation, collection, access, use; modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, disclosure, transmission, or destruction. Use includes any of these activities whether conducted manually or by electronic or computerized means.
- N. "User" means an agent of either party, who has been authorized to use protected information.

## **1. INFORMATION EXCHANGED**

- 1.1 This Attachment governs the data that will be exchanged pursuant to PROVIDING AGENCY performing the services described in the Agreement. The data exchanged under the Agreement will include private and protected health information data on individual.
- 1.2 The data exchanges under the Agreement is provided to PROVIDING AGENCY in order for PROVIDING AGENCY to perform the duties under this Agreement.
- 1.3 REQUESTING AGENCY is permitted to share the Protected Information with PROVIDING AGENCY pursuant to Minnesota Statutes, sections 13.46 and 13.47.

## **2. INFORMATION PRIVACY AND SECURITY**

PROVIDING AGENCY and REQUESTING AGENCY must comply with the Minnesota Government Data Practices Act, Minn. Stat., 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 REQUESTING AGENCY under the Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by PROVIDING AGENCY under the Agreement. The civil remedies of Minn. Stat. § 13.08 apply to PROVIDING AGENCY and REQUESTING AGENCY. Additionally, the remedies of HIPAA apply to the release of data governed by that Act.

### **2.1 Compliance with Applicable Safeguards.**

- A. **REQUESTING AGENCY and Federal Safeguards.** The parties acknowledge that the Protected Information to be shared under the terms of the Agreement may be subject to one of the following laws, statutes, regulations, rules, and standards, as applicable ("Applicable Safeguards"). The parties agree to comply with all rules, regulations and laws, including as amended or revised, applicable to the exchange, use and disclosure of data under the Agreement.

- 1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA");
- 2. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);

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3. Minnesota Health Records Act (Minn. Stat. §144.291 - 144.298);
4. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);
5. Tax Information Security Guidelines for Federal, REQUESTING AGENCY and Local Agencies (26 U.S.C. 6103 and Publication 1075);
6. U.S. Privacy Act of 1974;
7. Computer Matching Requirements (5 U.S.C. 552a);
8. Social Security Data Disclosure (section 1106 of the Social Security Act);
9. Disclosure of Information to Federal, REQUESTING AGENCY and Local Agencies (DIFSLA Handbook" Publication 3373);
10. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260); and
11. NIST Special Publication 800-53, Revision 4 (NIST.SP.800-53r4).

**B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend the Agreement and this Attachment from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

## **2.2 PROVIDING AGENCY Data Responsibilities**

### **A. Use Limitation.**

1. **Restrictions on Use and Disclosure of Protected Information.** Except as otherwise authorized in the Agreement or this Attachment, PROVIDING AGENCY may only use or disclose Protected Information as necessary to provide the services to REQUESTING AGENCY as described herein, or as otherwise required by law, provided that such use or disclosure of Protected Information, if performed by REQUESTING AGENCY, would not violate the Agreement, this Attachment, HIPAA, or other REQUESTING AGENCY and federal statutes or regulations that apply to the Protected Information.
2. **Federal tax information.** To the extent that Protected Information used under the Agreement constitutes "federal tax information" (FTI), PROVIDING AGENCY shall ensure that this data only be used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication 1075.

**B. Individual Privacy Rights.** PROVIDING AGENCY shall ensure individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. **Complaints.** PROVIDING AGENCY shall work cooperatively with REQUESTING AGENCY to resolve complaints received from an individual; from an authorized representative; or from a REQUESTING AGENCY, federal, or other health oversight agency.

2. **Amendments to Protected Information Requested by Data Subject Generally.** Within ten (10) business days, PROVIDING AGENCY must forward to REQUESTING AGENCY any request to make any amendment(s) to Protected Information in order for REQUESTING AGENCY to satisfy its obligations under Minn. Stat. § 13.04, subd. 4. If the request to amend Protected Information pertains to Protected Health Information, then PROVIDING AGENCY must also make any amendment(s) to protected health information as directed or agreed to by REQUESTING AGENCY pursuant to 45 C.F.R. § 164.526 or otherwise act as necessary to satisfy REQUESTING AGENCY or PROVIDING AGENCY's obligations under 45 C.F.R. § 164.526 (including, as applicable, protected health information in a designated record set).

**C. Background Review and Reasonable Assurances Required of Agents.**

1. **Criminal Background Check Required.** PROVIDING AGENCY and employees of PROVIDING AGENCY accessing REQUESTING AGENCY's Protected Information must submit to REQUESTING AGENCY or provide evidence of a computerized criminal history system background check (hereinafter "CCH background check") performed within the last 12 months before work can begin under the Agreement. "CCH background check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.
2. **Reasonable Assurances.** PROVIDING AGENCY represents that, before its Agents are allowed to use or disclose Protected Information, PROVIDING AGENCY has conducted and documented a background review of such Agents sufficient to provide PROVIDING AGENCY with reasonable assurances that the Agent will comply with the terms of the Agreement, this Attachment and Applicable Safeguards.
3. **Documentation.** PROVIDING AGENCY shall make available documentation required by this Section upon request by REQUESTING AGENCY.

**D. Ongoing Responsibilities to Safeguard Protected Information.**

1. **Privacy and Security Policies.** PROVIDING AGENCY shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards to ensure the privacy and security of the Protected Information.
2. **Electronic Protected Information.** PROVIDING AGENCY shall implement and maintain appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 (HIPAA Security Rule) with respect to electronic Protected Information, including electronic Protected Health Information, to prevent the use or disclosure other than as provided for by the Agreement or this Attachment.

3. **Monitoring Agents.** PROVIDING AGENCY shall ensure that any Agreementor, subAgreementor, or other agent to whom PROVIDING AGENCY discloses Protected Information on behalf of REQUESTING AGENCY, or whom PROVIDING AGENCY employs or retains to create, receive, use, store, disclose, or transmit Protected Information on behalf of REQUESTING AGENCY, agrees to the same restrictions and conditions that apply to PROVIDING AGENCY under the Agreement and this Attachment with respect to such Protected Information, and in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2).
  4. **Minimum Necessary Access to Protected Information.** PROVIDING AGENCY shall ensure that its Agents use only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.
  5. **Training.** PROVIDING AGENCY shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Agreement and this Attachment.
- E. **Responding to Privacy Incidents, Security Incidents, and Breaches.** PROVIDING AGENCY will comply with this Section for all protected information shared under the Agreement. Additional obligations for specific kinds of protected information shared under the Agreement are addressed in Section 2.2(F).
1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected privacy incident, security incident, or breach, PROVIDING AGENCY will mitigate, to the extent practicable, any harmful effect of the privacy incident, security incident, or breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected individuals.
  2. **Investigation.** Upon discovery of any actual or suspected privacy incident, security incident, or breach, PROVIDING AGENCY will investigate to (1) determine the root cause of the incident, (2) identify individuals affected, (3) determine the specific protected information impacted, and (4) comply with notification and reporting provisions of the Agreement, this Attachment and applicable law.
  3. **Corrective action.** Upon identifying the root cause of any privacy incident, security incident, or breach, PROVIDING AGENCY will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, employee sanctions, or revising policies and procedures.
  4. **Notification to individuals and others; costs incurred.**
    - a. **Protected Information.** PROVIDING AGENCY will determine whether notice to data subjects and/or any other external parties regarding any privacy incident or security incident is required by law. If such notice is required, PROVIDING AGENCY will comply with REQUESTING AGENCY's and

PROVIDING AGENCY's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05 and 13.055.

b. **Protected Health Information.** If a privacy incident or security incident results in a breach of protected health information, as these terms are defined in this Attachment, then PROVIDING AGENCY will provide notice to individual data subjects under any applicable law requiring notification, including but not limited to providing notice as outlined in 45 C.F.R. § 164.404.

c. **Failure to notify.** If PROVIDING AGENCY fails to notify individual data subjects or other external parties under subparagraphs (a) and (b), then PROVIDING AGENCY will reimburse REQUESTING AGENCY for any costs REQUESTING AGENCY incurs as a result of PROVIDING AGENCY's failure to provide notification.

5. **Obligation to report to REQUESTING AGENCY.** Upon discovery of a privacy incident, security incident, or breach, PROVIDING AGENCY will report to REQUESTING AGENCY in writing as specified in Section 2.2(F).

a. **Communication with authorized representative.** PROVIDING AGENCY will send any written reports to, and communicate and coordinate as necessary with, REQUESTING AGENCY's authorized representative.

b. **Cooperation of response.** PROVIDING AGENCY will cooperate with requests and instructions received from REQUESTING AGENCY regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the security incident, privacy incident, or breach.

c. **Information to respond to inquiries about an investigation.** PROVIDING AGENCY will, as soon as possible, but not later than forty-eight (48) hours after a request from REQUESTING AGENCY, provide REQUESTING AGENCY with any reports or information requested by REQUESTING AGENCY related to an investigation of a security incident, privacy incident, or breach.

6. **Documentation.** PROVIDING AGENCY will document actions taken under paragraphs 1 through 5 of this Section, and provide such documentation to REQUESTING AGENCY upon request.

F. **Reporting Privacy Incidents, Security Incidents, and Breaches.** PROVIDING AGENCY will comply with the reporting obligations of this Section as they apply to the kind of protected information involved. PROVIDING AGENCY will also comply with Section 2.2(E) above in responding to any privacy incident, security incident, or breach.

1. **Federal Tax Information.** PROVIDING AGENCY will report all actual or suspected unauthorized uses or disclosures of federal tax information (FTI). FTI is information protected by Tax Information Security Guidelines for Federal, REQUESTING AGENCY and Local Agencies (26 U.S.C. § 6103 and Publication 1075).
  - a. **Initial report.** PROVIDING AGENCY will, in writing, immediately report all actual or suspected unauthorized uses or disclosures of FTI to REQUESTING AGENCY. PROVIDING AGENCY will include in its initial report to REQUESTING AGENCY all information under Section 2.2(E)(1)-(4), of this Attachment that is available to PROVIDING AGENCY at the time of the initial report.
  - b. **Final report.** PROVIDING AGENCY will, upon completion of its investigation of and response to any actual or suspected unauthorized uses or disclosures of FTI, or upon REQUESTING AGENCY's request in accordance with Section 2.2(E)(5), submit in writing a report to REQUESTING AGENCY documenting all actions taken under Section 2.2(E)(1)-(4), of this Attachment.
2. **Social Security Administration Data.** PROVIDING AGENCY will report all actual or suspected unauthorized uses or disclosures of Social Security Administration (SSA) data. SSA data is information protected by section 1106 of the Social Security Act.
  - a. **Initial report.** PROVIDING AGENCY will, in writing, immediately report all actual or suspected unauthorized uses or disclosures of SSA data to REQUESTING AGENCY. PROVIDING AGENCY will include in its initial report to REQUESTING AGENCY all information under Section 2.2(E)(1)-(4), of this Attachment that is available to PROVIDING AGENCY at the time of the initial report.
  - b. **Final report.** PROVIDING AGENCY will, upon completion of its investigation of and response to any actual or suspected unauthorized uses or disclosures of SSA data, or upon REQUESTING AGENCY's request in accordance with Section 2.2(E)(5) submit in writing a report to REQUESTING AGENCY documenting all actions taken under Section 2.2(E)(1)-(4), of this Attachment.
3. **Protected Health Information.** PROVIDING AGENCY will report breaches and security incidents involving protected health information to REQUESTING AGENCY and other external parties. PROVIDING AGENCY will notify REQUESTING AGENCY, in writing, of (1) any breach or suspected breach of protected health information; (2) any security incident; or (3) any violation of an individual's privacy rights as they involve protected health information created, received, maintained, or transmitted by PROVIDING AGENCY or its Agents on behalf of REQUESTING AGENCY.
  - a. **Breach reporting.** PROVIDING AGENCY will report, in writing, any breach of protected health information to REQUESTING AGENCY within five (5) business days of discovery, in accordance with 45 C.F.R § 164.410.

**Content of report to REQUESTING AGENCY.** Reports to the authorized representative regarding breaches of protected health information will include:

1. Identities of the individuals whose unsecured Protected Health Information has been breached.
  2. Date of the breach and date of its discovery.
  3. Description of the steps taken to investigate the breach, mitigate its effects, and prevent future breaches.
  4. Sanctions imposed on members of PROVIDING AGENCY's workforce involved in the breach.
  5. Other available information that is required to be included in notification to the individual under 45 C.F.R. § 164.404(c).
  6. REQUESTING AGENCYment that PROVIDING AGENCY has notified, or will notify, affected data subjects in accordance with 45 C.F.R. § 164.404.
- b. **Security incidents resulting in a breach.** PROVIDING AGENCY will report, in writing, any security incident that results in a breach, or suspected breach, of protected health information to REQUESTING AGENCY within five (5) business days of discovery, in accordance with 45 C.F.R § 164.314 and 45 C.F.R § 164.410.
- c. **Security incidents that do not result in a breach.** PROVIDING AGENCY will report all security incidents that do not result in a breach, but involve systems maintaining protected health information created, received, maintained, or transmitted by PROVIDING AGENCY or its Agents on behalf of REQUESTING AGENCY, to REQUESTING AGENCY on a monthly basis, in accordance with 45 C.F.R § 164.314.
- d. **Other violations.** PROVIDING AGENCY will report any other violation of an individual's privacy rights as it pertains to protected health information to REQUESTING AGENCY within five (5) business days of discovery. This includes, but is not limited to, violations of HIPAA data access or complaint provisions.
- e. **Reporting to other external parties.** PROVIDING AGENCY will report all breaches of protected health information to the federal Department of Health and Human Services, as specified under 45 C.F.R 164.408. If a breach of protected health information involves 500 or more individuals:
1. PROVIDING AGENCY will immediately notify REQUESTING AGENCY.
  2. PROVIDING AGENCY will report to the news media and federal Department of Health and Human Services in accordance with 45 C.F.R. §§ 164.406-408.
4. **Other Protected Information.** PROVIDING AGENCY will report all other privacy incidents and security incidents to REQUESTING AGENCY.
- a. **Initial report.** PROVIDING AGENCY will report all other privacy and security incidents to REQUESTING AGENCY, in writing, within five (5) days of

discovery. If PROVIDING AGENCY is unable to complete its investigation of, and response to, a privacy incident or security incident within five (5) days of discovery, then PROVIDING AGENCY will provide REQUESTING AGENCY with all information under Section 2.2(E)(1)-(4), of this Attachment that are available to PROVIDING AGENCY at the time of the initial report.

- b. **Final report.** PROVIDING AGENCY will, upon completion of its investigation of and response to a privacy incident or security incident, or upon REQUESTING AGENCY's request in accordance with Section 2.2(E), paragraph 5, submit in writing a report to REQUESTING AGENCY documenting all actions taken under Section 2.2(E)(1)-(4), of this Attachment.

**G. Designated Record Set—Protected Health Information.** If, on behalf of REQUESTING AGENCY, PROVIDING AGENCY maintains a complete or partial designated record set, as defined in 45 C.F.R. § 164.501, upon request by REQUESTING AGENCY, PROVIDING AGENCY shall:

1. Provide the means for an individual to access, inspect, or receive copies of the individual's Protected Health Information.
2. Provide the means for an individual to make an amendment to the individual's Protected Health Information.
3. Provide the means for access and amendment in the time and manner that complies with HIPAA or as otherwise directed by REQUESTING AGENCY.

**H. Access to Books and Records, Security Audits, and Remediation.** PROVIDING AGENCY shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Agreement and this Attachment.

1. PROVIDING AGENCY represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Agreement and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under Agreement with PROVIDING AGENCY. PROVIDING AGENCY will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.
2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, subd. 1(a) and 2(a).
3. PROVIDING AGENCY agrees to make its internal practices, books, and records related to its obligations under the Agreement and this Attachment available to REQUESTING AGENCY or a REQUESTING AGENCY designee upon REQUESTING AGENCY's request for purposes of conducting a financial or security audit,



investigation, or assessment, or to determine PROVIDING AGENCY's or REQUESTING AGENCY's compliance with Applicable Safeguards, the terms of this Attachment and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United REQUESTING AGENCIES Department of Health and Human Services.

4. PROVIDING AGENCY will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by REQUESTING AGENCY or other authorized government official(s), in a commercially reasonable timeframe.

- I. **Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by PROVIDING AGENCY, or of other matters pertinent to the execution of the Agreement, must be securely maintained and retained by PROVIDING AGENCY for a period of six (6) years from the date of expiration or termination of the Agreement, or longer if required by applicable law, after which the documentation must be disposed of consistent with Section 2.6 of this Attachment.

PROVIDING AGENCY shall document disclosures of Protected Health Information made by PROVIDING AGENCY that are subject to the accounting of disclosure requirement described in 45 C.R.F. 164.528, and shall provide to REQUESTING AGENCY such documentation in a time and manner designated by REQUESTING AGENCY at the time of the request.

- J. **Requests for Disclosure of Protected Information.** If PROVIDING AGENCY or one of its Agents receives a request to disclose Protected Information, PROVIDING AGENCY shall inform REQUESTING AGENCY of the request and coordinate the appropriate response with REQUESTING AGENCY. If PROVIDING AGENCY discloses Protected Information after coordination of a response with REQUESTING AGENCY, it shall document the authority used to authorize the disclosure, the information disclosed, the name of the receiving party, and the date of disclosure. All such documentation shall be maintained for the term of the Agreement and shall be produced upon demand by REQUESTING AGENCY.
- K. **Conflicting Provisions.** PROVIDING AGENCY shall comply with all applicable provisions of HIPAA and with the Agreement and this Attachment. To extent that the parties determine, following consultation, that the terms of this Attachment are less stringent than the Applicable Safeguards, PROVIDING AGENCY must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, PROVIDING AGENCY must comply with the most stringent Applicable Safeguard.
- L. **Data Availability.** PROVIDING AGENCY, or any entity with legal control of any protected information provided by REQUESTING AGENCY, shall make any and all protected information available to REQUESTING AGENCY upon request within a reasonable time as is necessary for REQUESTING AGENCY to comply with applicable law.

### 2.3 Data Security.

- A. **REQUESTING AGENCY Information Management System Access.** If REQUESTING AGENCY grants PROVIDING AGENCY access to Protected Information maintained in a REQUESTING AGENCY information management system (including a REQUESTING AGENCY "legacy" system) or in any other REQUESTING AGENCY application, computer, or storage device of any kind, then PROVIDING AGENCY agrees to comply with any additional system- or application-specific requirements as directed by REQUESTING AGENCY.
- B. **Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; 800-113, Guide to SSL VPNs, or others methods validated under Federal Information Processing Standards (FIPS) 140-2.
- C. **Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, Guide to Storage Encryption Technologies for End User Devices.

### 2.4 PROVIDING AGENCY Permitted Uses and Responsibilities.

- A. **Management and Administration.** Except as otherwise limited in the Agreement or this Attachment, PROVIDING AGENCY may:
  - 1. Use Protected Health Information for the proper management and administration of PROVIDING AGENCY or to carry out the legal responsibilities of PROVIDING AGENCY.
  - 2. Disclose Protected Health Information for the proper management and administration of PROVIDING AGENCY, provided that:
    - a. The disclosure is required by law; or
    - b. The disclosure is required to perform the services provided to or on behalf of REQUESTING AGENCY or the disclosure is otherwise authorized by REQUESTING AGENCY, and PROVIDING AGENCY:
      - i. Obtains reasonable assurances, in the form of a data sharing agreement, from the entity to whom the Protected Health Information will be disclosed that the Protected Health Information will remain confidential, and will not be used or disclosed other than for the Agreemented services or the authorized purposes; and
      - ii. PROVIDING AGENCY requires the entity to whom Protected Health Information is disclosed to notify PROVIDING AGENCY of any compromise to the confidentiality of Protected Health Information of which it becomes aware.

- B. **Notice of Privacy Practices.** If PROVIDING AGENCY's duties and responsibilities require it, on behalf of REQUESTING AGENCY, to obtain individually identifiable health information from individual(s), then PROVIDING AGENCY shall, before obtaining the information, confer with REQUESTING AGENCY to ensure that any required Notice of Privacy Practices includes the appropriate terms and provisions.
- C. **De-identify Protected Health Information.** PROVIDING AGENCY may use Protected Health Information to create de-identified Protected Health Information provided that PROVIDING AGENCY complies with the de-identification methods specified in 45 C.F.R. § 164.514.
- D. **Aggregate Protected Health Information.** PROVIDING AGENCY may use Protected Health Information to perform data aggregation services for REQUESTING AGENCY. The use of Protected Health Information by PROVIDING AGENCY to perform data analysis or aggregation for parties other than REQUESTING AGENCY must be expressly approve by REQUESTING AGENCY.

## 2.5 REQUESTING AGENCY Data Responsibilities

- A. REQUESTING AGENCY shall disclose Protected Information only as authorized by law to PROVIDING AGENCY for its use or disclosure.
- B. REQUESTING AGENCY shall obtain any consents or authorizations that may be necessary for it to disclose Protected Information with PROVIDING AGENCY.
- C. REQUESTING AGENCY shall notify PROVIDING AGENCY of any limitations that apply to REQUESTING AGENCY's use and disclosure of Protected Information that would also limit the use or disclosure of Protected Information by PROVIDING AGENCY.
- D. REQUESTING AGENCY shall refrain from requesting PROVIDING AGENCY to use or disclose Protected Information in a manner that would violate applicable law or would be impermissible if the use or disclosure were performed by REQUESTING AGENCY.

## 2.6 Obligations of PROVIDING AGENCY Upon Expiration or Cancellation of the Agreement. Upon expiration or termination of the Agreement for any reason:

- A. PROVIDING AGENCY shall retain only that Protected Health Information which is necessary for PROVIDING AGENCY to continue its proper management and administration or to carry out its legal responsibilities, and maintain appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information to prevent the impermissible use or disclosure of any retained Protected Health Information for as long as PROVIDING AGENCY retains the Protected Health Information.
- B. For all other Protected Information, in compliance with the procedures found in the Applicable Safeguards listed in Section 2.1, or as otherwise required by applicable industry

standards, or directed by REQUESTING AGENCY, PROVIDING AGENCY shall immediately, destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to REQUESTING AGENCY all Protected Information that it still maintains.

- C. PROVIDING AGENCY shall ensure and document that the same action is taken for all Protected Information shared by REQUESTING AGENCY that may be in the possession of its Agreementors, subAgreementors, or agents. PROVIDING AGENCY and its Agreementors, subAgreementors, or agents shall not retain copies of any Protected Information.
- D. In the event that PROVIDING AGENCY cannot reasonably or does not return or destroy Protected Information, it shall notify REQUESTING AGENCY of the specific laws, rules or policies and specific circumstances applicable to its retention, and continue to extend the protections of the Agreement and this Attachment and take all measures possible to limit further uses and disclosures of the client data for so long as PROVIDING AGENCY or its Agreementors, subAgreementors, or agents maintain the Protected Information.
- E. PROVIDING AGENCY shall document and verify in a report to REQUESTING AGENCY the disposition of Protected Information. The report shall include at a minimum the following information:
  - 1. A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;
  - 2. The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to REQUESTING AGENCY; and
  - 3. The identity of organization name (if different than PROVIDING AGENCY), and name, address, and phone number, and signature of individual, that performed the activities required by this Section.
- F. Documentation required by this Section shall be made available upon demand by REQUESTING AGENCY.
- G. Any costs incurred by PROVIDING AGENCY in fulfilling its obligations under this Section will be the sole responsibility of PROVIDING AGENCY.

### **3. INSURANCE REQUIREMENTS**

- 3.1 Network Security and Privacy Liability Insurance.** PROVIDING AGENCY shall, at all times during the term of the Agreement, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

PROVIDING AGENCY shall maintain insurance to cover claims which may arise from failure of PROVIDING AGENCY's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. PROVIDING AGENCY is required to carry the following **minimum** limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

Originator of agreement, complete this section:

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

Proposed Start Date: 05/01/2018

Proposed End Date: 12/31/2018

SFY\_\_ - SWIFT FinDeptID: H55EB \_\_\_\_\_ \$ \_\_\_\_\_ amount

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

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

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

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

Contract Coordinator, complete this section:

SWIFT Vendor # for Other State Agency: B220000000

SWIFT Contract #: IAK % 140235

SWIFT Purchase Order #: 3000059998

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

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

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

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

### **Recitals:**

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

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

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

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

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

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

**NOW, THEREFORE**, it is agreed:

### **1. Duties:**

#### **1.1 DEED's DUTIES:** DEED shall:

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

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



and data identified in **Attachment B**.

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

**1.2. DHS's DUTIES. DHS shall:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11. Other Provisions.** None

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**(Signature Page Follows).**

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

APPROVED:

**1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION**

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

By: 

Date: 4-9-18

SWIFT Contract No: IAK 140235

SWIFT PO #: 3000059998

**2. PROVIDING AGENCY**

By: 

Title: Deputy Commissioner

Date: 4-20-18

**3. REQUESTING AGENCY**

By: 

*With delegated authority*

Title: FAESO DIRECTOR

Date: 4-23-2018

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

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

## **ATTACHMENT A**

### **DEFINITION OF WORK EXPERIENCES**

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

- (a) Work experiences are a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience may take place in the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law, exists. Consistent with § 680.840, funds provided for work experiences may not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage. Work experiences provide the youth participant with opportunities for career exploration and skill development.
- (b) Work experiences must include academic and occupational education. The educational component may occur concurrently or sequentially with the work experience. Further academic and occupational education may occur inside or outside the work site.
- (c) The types of work experiences include the following categories:
  - (1) Summer employment opportunities and other employment opportunities available throughout the school year;
  - (2) Pre-apprenticeship programs;
  - (3) Internships and job shadowing; and
  - (4) On-the-job training opportunities as defined in WIOA sec. 3(44) and in § 680.700.

## **DEFINITION OF CAREER PATHWAY**

**(from the WIOA law)**

The term "career pathway" means a combination of high-quality education, training and other services that:

- a) align with the skills of industries in the region;
- b) prepares an individual to be successful in any of a full range of secondary or post-secondary education options, including registered apprenticeships;
- c) includes counseling to support an individual in achieving the individual's education and career goals;
- d) includes education offered concurrently with workforce preparation activities and training for a specific occupation or occupational cluster;
- e) organizes education, training and other services to meet the particular needs of an individual in a manner that accelerates the education and career advancement of the individual to the greatest extent possible.
- f) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized post-secondary credential;
- g) helps an individual enter or advance within a specific occupation or occupational cluster.

## ATTACHMENT B

### Data Collection and Reporting Requirements

#### Participant Data

- Name
- Residence County
- MAXIS Number
- WF1 ID Number
- Date the participant entered the program
- Pre-placement training provided to participant
  - Name of training provided
  - Date training began
  - Date training ended
  - Reason training ended
  - Certificates, etc. earned for completing training
- Supportive services provided to participant
  - Type of supportive service provided
  - Amount of supportive service provided
- Date the participant exited the program
- Reason the participant exited the program

#### Employer Data (for each placement)

- Name of employer/worksites
- Name of participant placed
- MAXIS number of participant
- Job Title
  - Hourly wage
  - Hours per week
- Payments made to employer
  - Total wages paid
  - Total fringe benefits paid
  - Percentage of wage subsidized

STATE OF MINNESOTA DEPARTMENT OF HUMAN SERVICES  
DATA SHARING AGREEMENT TERMS AND CONDITIONS

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THIS DATA SHARING AGREEMENT, and amendments and supplements thereto ("Agreement"), are between the State of Minnesota, acting through its Department of Human Services, Economic Assistance and Employment Supports Division, ("STATE") and the Department of Employment and Economic Development ("DATA SHARING PARTNER").

RECITALS

This Agreement sets forth the terms and conditions in which STATE will share data with and permit DATA SHARING PARTNER to use or disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act and other applicable laws.

The parties agree to comply with all applicable provisions of the Minnesota Government Data Practices Act and any other state and federal laws that apply to the Protected Information.

General Description of Protected Information That Will Be Shared: Welfare Data on individuals collected, maintained, used, or disseminated by the welfare system; Employment and Training Data on individuals collected, maintained, used, or disseminated because the individual applies for, is currently enrolled in, or has been enrolled in employment and training programs funded with federal, state, or local resources.

Purpose for Sharing Protected Information and Expected Outcomes: Pursuant to its duties in GRK%90854, State must share data with DATA SHARING PARTNER in order to (a) verify an individual's identity; determine eligibility, amount of assistance, and the need to provide services to an individual or family across programs, coordinate services for an individual or family; evaluate effectiveness of programs; (b) administer federal funds or programs; (c) coordinate the employment and training services or determine eligibility or suitability for services from other programs; and (d) monitor eligibility of the participant for assistance programs, or for any employment and training program administered by those agencies.

STATE is permitted to share the Protected Information with DATA SHARING PARTNER pursuant to the following authorities:

Under Minn. Stat. § 13.47, Employment and Training data is private data on an individual and may be shared with other employment and training providers to coordinate service or determine eligibility. Under Minn. Stat. § 13.46, subd. 1(c), STATE may enter into contracts to make other entities part of the "welfare system," and it is the intention of the parties that the DATA SHARING PARTNER be made part of the welfare system for the limited purposes described in the Agreement.



Under Minn. Stat. § 13.46, subd. 2(a)(5), STATE may release private data on individuals to personnel of the welfare system who require the data to verify an individual's identity; amount of assistance, and the need to provide services to an individual or family across programs; evaluate the effectiveness of programs.

It is the intention of the parties that this agreement govern the disclosure to DATA SHARING PARTNER and the collection, storage, and use by DATA SHARING PARTNER of private and confidential data as defined, respectively, in Minnesota Statutes (2004), § 13.02, subd. 3 and 14, including "welfare data" governed by § 13.46.

This Agreement neither creates a business associate relationship nor constitutes a business associate agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA). If either party believes a business associate relationship might exist with regard to the Protected Government Data, the party will comply with Section 17 of this Agreement.

The parties therefore agree as follows:

#### DEFINITIONS

- A. "Agent" means DATA SHARING PARTNER'S employees, contractors, subcontractors, and other non-employees and representatives.
- B. "Applicable Safeguards" shall mean the state and federal provisions listed in Section 6.1 of this agreement.
- C. "Breach" means a privacy or security incident that results in the compromise of the confidentiality or integrity of Protected Information or a use or disclosure of Protected Information not otherwise permitted by law.
- D. "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of Protected Information by the entity in possession of the Protected Information ,
- E. "Individual" means the person who is the subject of Protected Information.
- F. "Privacy incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in this Agreement.
- G. "Protected Information" means any information that is or will be used by STATE or DATA SHARING PARTNER under this Agreement, and is protected by federal or state privacy laws, statutes, regulations or standards, including those listed in this Agreement. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, such information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- H. "Security incident" means the attempted or successful unauthorized use or the interference with

system operations in an information management system or application. Security incident does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized use of Protected Information.

- I. "Use" or "used" means any activity by the parties during the duration of this Agreement involving Protected Information including its creation, collection, access, use, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, disclosure, transmission, or destruction. Use includes any of these activities whether conducted manually or by electronic or computerized means.
- J. "User" means an agent of either party, who has been authorized to use Protected Information.

## **1. Duties.**

### **1.1 STATE will disclose the following information to DATA SHARING PARTNER:**

Produce and send electronically to DEED, during the first week of every month, a list of potentially eligible teen parents and younger adults who might enroll in the Summer Youth Program containing the following information:

- a. Eligibility Group (Criteria for eligibility under the Agreement sections A.1 or A.2)
- b. Youth's MAXIS Person Master Index (PMI) number
- c. Youth's name
- d. Youth's age
- e. MAXIS case number
- f. Residence county
- g. Case address and phone number

## **2. Authorized Representatives and Responsible Authority.**

- 2.1 **State.** STATE's authorized representative is **Jovon Perry**, Economic Assistance and Employment Supports Division Director, 651-431-4006, jovon.perry@state.mn.us, or her successor. DATA SHARING PARTNER shall make any notice or contact to STATE required by this Agreement to STATE's authorized representative.
- 2.2 **Data Sharing Partner.** DATA SHARING PARTNER's Authorized Representative is **May Thao Schuck**, Employment and Training Programs Division Director, 651-259-7563, may.thao.schuck@state.mn.us.
- 2.3 **Information Privacy and Security.** STATE's responsible party for the purposes of complying with the Applicable Safeguards in this Agreement is STATE's authorized representative, or her successor. DATA SHARING PARTNER's responsible party for the purposes of complying with the Applicable Safeguards in this Agreement is **May Thao Schuck**, Employment and Training Programs Division Director, 651-259-7563, may.thao.schuck@state.mn.us.

## **3. Information Privacy and Security.**

DATA SHARING PARTNER and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat. § 13 as it applies to all data provided by STATE under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by DATA SHARING PARTNER under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to DATA SHARING PARTNER and STATE.

### **3.1 Compliance with Applicable Safeguards.**

**A. State and Federal Safeguards.** The parties acknowledge that the Protected Information to be shared under the terms of this Agreement may be subject to one of the following laws, statutes, regulations, rules, and standards, as applicable ("Applicable Safeguards"). The parties agree to comply with all rules, regulations and laws, including as amended or revised, applicable to the exchange, use and disclosure of data under this Agreement.

1. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
2. Minnesota Health Records Act (Minn. Stat. §144.291 - 144.298);
3. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);
4. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075);
5. U.S. Privacy Act of 1974;
6. Computer Matching Requirements (5 U.S.C. 552a);
7. Social Security Data Disclosure (section 1106 of the Social Security Act);
8. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook" Publication 3373);
9. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260); and
10. NIST Special Publication 800-53, Revision 4 (NIST.SP.800-53r4).

**B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

### **3.2 DATA SHARING PARTNER Data Responsibilities.**

#### **A. Use Limitation.**

1. **Restrictions on use of Protected Information.** Except as otherwise authorized in this Agreement, DATA SHARING PARTNER may only use or disclose Protected Information as necessary to provide the services to STATE as described herein, or as otherwise required by law, provided that such use or disclosure of Protected Information, if performed by STATE, would not violate other state and federal statutes or regulations that apply to the Protected Information.

**B. Individual Privacy Rights.** DATA SHARING PARTNER shall ensure individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

- 1. Complaints.** DATA SHARING PARTNER shall work cooperatively with STATE to resolve complaints received from an individual; from an authorized representative; or from a state, federal, or other health oversight agency.
- 2. Amendments Requested by Data Subject.** Within ten (10) business days, DATA SHARING PARTNER must forward to STATE any request to make any amendment(s) to Protected Information in order for STATE to satisfy its obligations under Minn. Stat. § 13.04, subd. 4.

**C. Background Review and Reasonable Assurances Required of Agents.**

- 1. Reasonable Assurances.** DATA SHARING PARTNER represents that, before its Agents are allowed to use or disclose Protected Information, DATA SHARING PARTNER has conducted and documented a background review of such Agents sufficient to provide DATA SHARING PARTNER with reasonable assurances that the Agent will comply with the terms of this Agreement and Applicable Safeguards.
- 2. Documentation.** DATA SHARING PARTNER shall make available documentation required by this Section upon request by STATE.

**D. Ongoing Responsibilities to Safeguard Protected Information.**

- 1. Privacy and Security Policies.** DATA SHARING PARTNER shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards to ensure the privacy and security of the Protected Information.
- 2. Electronic Protected Information.** DATA SHARING PARTNER shall implement and maintain appropriate safeguards with respect to electronic Protected Information, to prevent the use or disclosure other than as provided for by this Agreement.
- 3. Monitoring Agents.** DATA SHARING PARTNER shall ensure that any contractor, subcontractor, or other agent to whom DATA SHARING PARTNER discloses Protected Information on behalf of STATE, or whom DATA SHARING PARTNER employs or retains to create, receive, use, store, disclose, or transmit Protected Information on behalf of STATE, agrees to the same restrictions and conditions that apply to CONTRACTOR under this Agreement with respect to such Protected Information.
- 4. Minimum Necessary Access to Protected Information.** DATA SHARING PARTNER shall ensure that its Agents use only the minimum necessary

Protected Information needed to complete an authorized and legally permitted activity.

5. **Training.** DATA SHARING PARTNER shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of this Agreement.

E. **Responding to Privacy Incidents, Security Incidents, and Breaches.** DATA SHARING PARTNER will comply with **this Section** for all protected information shared under this Agreement. Additional obligations for specific kinds of protected information shared under this Agreement are addressed in Section 6.2(F).

1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected privacy incident, security incident, or breach, DATA SHARING PARTNER will mitigate, to the extent practicable, any harmful effect of the privacy incident, security incident, or breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected individuals.
2. **Investigation.** Upon discovery of any actual or suspected privacy incident, security incident, or breach, DATA SHARING PARTNER will investigate to (1) determine the root cause of the incident, (2) identify individuals affected, (3) determine the specific protected information impacted, and (4) comply with notification and reporting provisions of this Agreement and applicable law.
3. **Corrective action.** Upon identifying the root cause of any privacy incident, security incident, or breach, DATA SHARING PARTNER will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, employee sanctions, or revising policies and procedures.
4. **Notification to individuals and others; costs incurred.**
  - a. **Protected Information.** DATA SHARING PARTNER will determine whether notice to data subjects and/or any other external parties regarding any privacy incident or security incident is required by law. If such notice is required, DATA SHARING PARTNER will comply with STATE's and DATA SHARING PARTNER's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05 and 13.055.
  - b. **Failure to notify.** If DATA SHARING PARTNER fails to notify individual data subjects or other external parties under subparagraphs (a), then DATA SHARING PARTNER will reimburse STATE for any costs incurred as a result of DATA SHARING PARTNER's failure to provide notification.

5. **Obligation to report to STATE.** Upon discovery of a privacy incident, security incident, or breach, DATA SHARING PARTNER will report to STATE in writing as specified in Section 6.2(F).
    - a. **Communication with authorized representative.** DATA SHARING PARTNER will send any written reports to, and communicate and coordinate as necessary with, STATE's authorized representative.
    - b. **Cooperation of response.** DATA SHARING PARTNER will cooperate with requests and instructions received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the security incident, privacy incident, or breach.
    - c. **Information to respond to inquiries about an investigation.** DATA SHARING PARTNER will, as soon as possible, but not later than forty-eight (48) hours after a request from STATE, provide STATE with any reports or information requested by STATE related to an investigation of a security incident, privacy incident, or breach.
  6. **Documentation.** DATA SHARING PARTNER will document actions taken under paragraphs 1 through 5 of this Section, and provide such documentation to STATE upon request.
- F. **Reporting Privacy Incidents, Security Incidents, and Breaches.** DATA SHARING PARTNER will comply with the reporting obligations of this Section as they apply to the kind of protected information involved. DATA SHARING PARTNER will also comply with Section 6.2(E) above in responding to any privacy incident, security incident, or breach.
1. **Other Protected Information.** DATA SHARING PARTNER will report all other privacy incidents and security incidents to STATE.
    - a. **Initial report.** DATA SHARING PARTNER will report all other privacy and security incidents to STATE, in writing, within five (5) days of discovery. If DATA SHARING PARTNER is unable to complete its investigation of, and response to, a privacy incident or security incident within five (5) days of discovery, then DATA SHARING PARTNER will provide STATE with all information under Section 6.2(E), paragraphs 1-4, of this Agreement that are available to DATA SHARING PARTNER at the time of the initial report.
    - b. **Final report.** DATA SHARING PARTNER will, upon completion of its investigation of and response to a privacy incident or security incident, or upon STATE's request in accordance with Section 6.2(E), paragraph 5, submit in writing a report to STATE documenting all actions taken under Section 6.2(E), paragraphs 1-4, of this agreement.

**G. Access to Books and Records, Security Audits, and Remediation.** DATA SHARING PARTNER shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of this Agreement.

1. DATA SHARING PARTNER represents that it has audited and will continue to regularly will audit the security of the systems and processes used to provide services under this Agreement, including, as applicable, all data centers and cloud computing or hosting services under contract with DATA SHARING PARTNER. DATA SHARING PARTNER will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Agreement.
2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, subd. 1(a) and 2(a).
3. STATE DATA SHARING PARTNER agrees to make its internal practices, books, and records related to its obligations under this Agreement available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine DATA SHARING PARTNER's or STATE's compliance with Applicable Safeguards, the terms of this Agreement and accounting standards.
4. DATA SHARING PARTNER will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable timeframe.

**H. Documentation Required.** Any documentation required by this Agreement, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by DATA SHARING PARTNER, or of other matters pertinent to the execution of this Agreement, must be securely maintained and retained by DATA SHARING PARTNER for a period of six years from the date of expiration or termination of this Agreement, or longer if required by applicable law, after which the documentation must be disposed of consistent with Section 6.5 of this Agreement.

**I. Requests for Disclosure of Protected Information.** If DATA SHARING PARTNER or one of its Agents receives a request to disclose Protected Information, DATA SHARING PARTNER shall inform STATE of the request and coordinate the appropriate response with STATE. If DATA SHARING PARTNER discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the disclosure, the information disclosed, the name of the receiving party, and the date of disclosure. All such documentation shall be maintained for the term of this Agreement and shall be produced upon demand by STATE.

- J. **Conflicting Provisions.** To extent that the parties determine, following consultation, that the terms of this Agreement are less stringent than the Applicable Safeguards, DATA SHARING PARTNER must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, DATA SHARING PARTNER must comply with the most stringent Applicable Safeguard.
- K. **Data Availability.** DATA SHARING PARTNER, or any entity with legal control or possession of any protected information provided by STATE, shall make any and all protected information available to STATE upon request within a reasonable time as is necessary for STATE to comply with applicable law.

### **3.3 Data Security.**

- A. **STATE Information Management System Access.** If STATE grants DATA SHARING PARTNER access to Protected Information maintained in a STATE information management system (including a STATE "legacy" system) or in any other STATE application, computer, or storage device of any kind, then DATA SHARING PARTNER agrees to comply with any additional system- or application-specific requirements as directed by STATE.
- B. **Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; 800-113, Guide to SSL VPNs, or others methods validated under Federal Information Processing Standards (FIPS) 140-2.
- C. **Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, Guide to Storage Encryption Technologies for End User Devices.

### **3.4 STATE Data Responsibilities.**

- A. STATE shall disclose Protected Information only as authorized by law to DATA SHARING PARTNER for its use or disclosure.
- B. STATE shall obtain any consents or authorizations that may be necessary for it to disclose Protected Information with DATA SHARING PARTNER.
- C. STATE shall notify DATA SHARING PARTNER of any limitations that apply to STATE's use and disclosure of Protected Information that would also limit the use or disclosure of Protected Information by DATA SHARING PARTNER.



- D. STATE shall refrain from requesting DATA SHARING PARTNER to use or disclose Protected Information in a manner that would violate applicable law or would be impermissible if the use or disclosure were performed by STATE.

**3.5 Obligation of DATA SHARING PARTNER Upon Expiration or Cancellation of this Agreement.** Upon expiration or termination of this Agreement for any reason:

- A. In compliance with the procedures in the Applicable Safeguards, or as otherwise required by applicable industry standards, or directed by STATE, DATA SHARING PARTNER shall immediately, destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it maintains.
- B. DATA SHARING PARTNER shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its contractors, subcontractors, or agents. DATA SHARING PARTNER and its contractors, subcontractors, or agents shall not retain copies of any Protected Information.
- C. In the event that DATA SHARING PARTNER cannot reasonably or does not return or destroy Protected Information, it shall notify STATE of the specific laws, rules or policies and specific circumstances applicable to its retention, and continue to extend the protections of this Agreement and take all measures possible to limit further uses and disclosures of the client data for so long as DATA SHARING PARTNER or its contractors, subcontractors, or agents maintain the Protected Information.
- D. DATA SHARING PARTNER shall document and verify in a report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:
  - 1. A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;
  - 2. The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to STATE; and
  - 3. The identity of organization name (if different than DATA SHARING PARTNER), and name, address, and phone number, and signature of individual, that performed the activities required by this Section.
- E. Documentation required by this Section shall be made available upon demand by STATE.
- F. Any costs incurred by DATA SHARING PARTNER in fulfilling its obligations under this Section will be the sole responsibility of DATA SHARING PARTNER.

4. **Not a HIPAA Business Associate Relationship.** This Agreement does not create a business associate relationship nor constitute a business associate agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA). If either party believes a business associate relationship might exist with regard to the protected information, and a business associate agreement between the parties has not yet been executed, that party shall immediately notify the other party, and within 10 business days or an alternative period agreed upon in writing, the parties shall meet and confer to determine the need for a business associate agreement. If a business associate relationship exists, the parties will immediately execute a business associate agreement that complies with 45 C.F.R. 164.504(e). The parties will make reasonable efforts to use the STATE's business associate agreement template.
5. **Term of Contract.**
- 5.1 **Effective date.** The effective date of this Agreement is the effective date of IAK 140235
- 5.2 **Expiration date.** The expiration date of this Agreement is the expiration date of IAK 140235

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**  
**(Signature Page Follows)**

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

APPROVED:

**1. DATA SHARING PARTNER:**

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

By: WMM

Printed Name: May Thao-Schuck

Title: Employment + Training Programs Director

Date: 4/19/18

**2. STATE:**

By: Jovon Perry

Printed Name: JOVON PERRY

Title: EAESD DIRECTOR

Date: 4-23-2018

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21

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

### Agreement

#### 1 Term of Agreement

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

#### 2 Scope of Work

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

DSD will:

**Provide in-depth benefits planning services for VR customers:**

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

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

**Provide training and technical assistance (TA):**

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

**Provide quality assurance (QA):**

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

**Technology Infrastructure**

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

**VRS will:**

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

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

### 3 Consideration and Payment

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

Budget Category	Budget	Details
Salaries and benefits	305,560	Lead Trainer Support Specialist Benefits at 30 of salary
Indirect	100,000	
Travel	5,500	Travel to VRS sites, training sites and events
Contracts	588,940	Disability HUB MN Staffing Technology improvement QA/TA Training System Maintenance
Total	\$1,000,000	

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

### 4 Conditions of Payment

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

### 5 Authorized Representative

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

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

### 6 Amendments

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

### 7 Liability

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

**8 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

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

By: *Gina Vitale*  
(With delegated authority)

Title: Director *Deputy Assistant Commissioner*

Date: *10/18/2017*

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

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

Title: Director

Date: *10/13/2017*

12  
15

**AMENDMENT FOR INTERAGENCY AGREEMENT**

Amendment Number: 3 to IAK% 103034

Grant Contract Start Date: July 1, 2015

Original Grant Contract Expiration Date: June 30, 2017

Current Grant Contract Expiration Date: June 30, 2018

Requested Grant Contract Expiration Date: June 30, 2019

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

Total Grant Contract Amount: \$2,701,969.00

Previous Amendment(s) Total: \$754,259.00

Amendment Amount: \$607,710.00

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

**Recitals**

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

WHEREAS, DHS, DEED and MNIT-DEED have agreed to extend the services of the Original Contract for twelve (12) additional months through June 30, 2019.

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

Therefore, the parties agree that:

**Contract Amendment**

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

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

DHS, DEED, MNIT-DEED Workforce One  
Amendment 3 to IAK%103034  
July 1, 2015 – June 30, 2019



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

- A. The total obligation of DHS for all compensation and reimbursement to DEED under this Agreement will not exceed two million seven hundred and one thousand, nine hundred sixty nine dollars (\$2,701,969.00) ~~two million ninety four thousand two hundred fifty nine dollars (\$2,094,259.00)~~.
- a. Up to six hundred seventy thousand dollars (\$670,000) in state fiscal year 2016 and state fiscal year 2017 to partially fund 8.33 Full Time Equivalent positions, maintenance of WF1, including hardware and software, and IT related services as described in Attachment B, AGENCY BUDGET, which is attached, incorporated into and made part of this Agreement.
  - b. Up to six hundred twenty eight thousand five hundred seventy five dollars (\$628,575.00) in state fiscal year 2018 to partially fund resources and maintenance of WF1 including hardware and software, and IT related services as described in Attachment B-2, AGENCY BUDGET, which is attached, incorporated into and made part of this Agreement. Up to six hundred seven thousand, seven hundred and ten dollars (\$607,710.00) in state fiscal year 2019 to partially fund resources and maintenance of WF1 including hardware and software, and IT related services as described in Attachment B-3, AGENCY BUDGET, which is attached, incorporated into and made part of this Agreement.
  - c. Up to one hundred twenty five thousand six hundred eighty four dollars (\$125,684.00) for OnBase functionality for 2000 users and IT related services for the implementation and ongoing maintenance of WF1 EDS as described in Attachment B-1, AGENCY BUDGET, which is attached, incorporated into and made part of this Agreement.
  - d. Attachment B, Attachment B-1, and Attachment B-2, and Attachment B-3 AGENCY BUDGET, contains the projected costs for the deliverables specified in this Agreement and in Attachment A, Work Plan. The AGENCY BUDGET shows MNIT-DEED's estimated costs and DHS funding available.
  - e. Any unexpended balance in the first year of the Agreement (state fiscal year 2016) will cancel and shall not cross over to the second year of the Agreement (state fiscal year 2017). Unexpended funds remaining at the end of state fiscal year 2017 will cancel and shall not cross over to state fiscal year 2018. Unexpended funds remaining at the end of state fiscal year 2018 will cancel and shall not cross over to state fiscal year 2018. Unexpended funds remaining at the end of state fiscal year 2019 will cancel and shall not cross over to state fiscal year 2020.

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

**4. Terms of Agreement.** This agreement shall be effective on July 1, 2015, or upon the date that the final required signature is obtained by DEED and MNIT-DEED, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs earlier, and shall remain in effect through June 30, ~~2018~~2019, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first. Funds are available and payable effective July 1, 2015 for services and deliverables performed on or after July 1, 2015 by DEED and MNIT-DEED under this Agreement.

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

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

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: [Signature]

Date: 12-31-18

SWIFT Contract No: IAK 103034

SWIFT PO #: 3-66711

2. DEED

By: [Signature]

Title: Dept comm

Date: 11/27/18

3. MNIT-DEED

By: [Signature]

With delegated authority

Title: CBTO

Date: 11/28/18

4. DHS

By: [Signature]

With delegated authority

Title: EAESD DIRECTOR

Date: 1-23-2019

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

With delegated authority

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

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

**ATTACHMENT B-3**  
**DHS, DEED AND MNIT-DEED**  
**INTERAGENCY AGREEMENT BUDGET**

<u>Resource</u>		<u>Rate</u>	<u>FTE</u>	<u>Total</u>
<u>Architect</u>	A software architect is a software expert who makes high-level design choices and dictates technical standards, including software coding standards, tools, and platforms. The lead expert is referred to as the chief architect.	<u>\$70</u>	<u>0.8</u>	<u>\$ 116,928</u>
<u>Database Administrator</u>	Database administrators (DBAs) use specialized software to store and organize data. The role includes capacity planning, installation, configuration, database design, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery.	<u>\$70</u>	<u>0.8</u>	<u>\$ 116,928</u>
<u>Application Developers</u>	An application developer is someone who creates, tests and programs application software for computers.	<u>\$65</u>	<u>3.5</u>	<u>\$ 475,020</u>
<u>Project Manager</u>	A project manager is a professional in the field of project management. Project managers have the responsibility of the planning, procurement and execution of a project.	<u>\$60</u>	<u>1</u>	<u>\$ 125,280</u>
<u>Product Owner</u>	The scrum product owner is typically a project's key stakeholder. Part of the product owner responsibilities is to have a vision of what he or she wishes to build, and convey that vision to the scrum team. This is key to operating any agile software development project.	<u>\$65</u>	<u>0.7</u>	<u>\$ 95,004</u>
<u>Business Analysts</u>	A business analyst (BA) is someone who analyzes an organization or business domain (real or hypothetical) and documents its business or processes or systems, assessing the business model or its integration with technology.	<u>\$60</u>	<u>3</u>	<u>\$ 375,840</u>
<u>QA Resource</u>	A quality assurance analyst is tasked with testing products to ensure that they meet the standards that a company is looking for. This means that the product is reliable, functional, and user-friendly.	<u>\$60</u>	<u>0.25</u>	<u>\$ 31,320</u>
<u>Accessibility Resource</u>	An accessibility resource provides central oversight, technical leadership, expert guidance, coordination, and support to the institution's departments and programs in their use of the web, with a focus on promoting, assessing, and maintaining web and information technology accessibility.	<u>\$60</u>	<u>0.25</u>	<u>\$ 31,320</u>
<b>Total</b>			<b>10.3</b>	<b>\$ 1,367,640</b>

<u>Non-Payroll Expenses</u>	<u>Amount</u>
-----------------------------	---------------

<u>Veracode</u>	\$ 1,500
<u>Advanced Toolware</u>	\$ 2,500
<u>BigIP F5 VE</u>	\$ 8,727
<u>Microsoft EA</u>	\$ 80,000
<u>Hosting - Server</u>	\$ 59,434
<u>Hosting - SAN</u>	\$ 8,828
<u>EDS license</u>	\$ 24,582
<u>Workstation Management/Enterprise OS</u>	\$ 28,522
<u>Toad</u>	\$ 500
<u>Idera SQL Security Suite renewal</u>	\$ 2,800
<u>SQL Toolbox</u>	\$ 2,700
<u>DataVeil</u>	\$ 1,570
<u>Bing Geocoding</u>	\$ 930
<u>Total</u>	<u>\$ 222,593</u>

**Total Budget: \$ 1,590,233**

**TOTAL SHARED COST TO DHS: \$607,710**

WHA  
19

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

Originator of agreement, complete this section:

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

Proposed Start Date: 4/1/2019

Proposed End Date: 12/31/2019

SFY\_\_ - SWIFT FinDeptID: H55EB \_\_\_\_\_ \$ \_\_\_\_\_ amount

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

SFY19 - SWIFT FinDeptID: H55EB 3 1 1 2 1 \$150,000 amount

SFY20 - SWIFT FinDeptID: H55EB 3 1 1 2 1 \$150,000 amount

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

Contract Coordinator, complete this section:

SWIFT Vendor # for Other State Agency: B220000000

SWIFT Contract #: IAK % 155044

SWIFT Purchase Order #: 3000068175

Buyer Initials: DB Date Encumbered: 3/26/19

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

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

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

### **Recitals:**

**WHEREAS**, DHS through its Economic Assistance and Employment Supports Division is empowered to enter into interagency agreements with DEED pursuant to Minnesota Statutes § 471.59, subdivision 10;

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

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

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

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

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

NOW, THEREFORE, it is agreed:

### **1. Duties:**

#### **1.1 DEED's DUTIES:** DEED Shall:

- A. Utilize existing youth projects through the Workforce Service Areas/Local Workforce Investment Boards/Youth Councils (WSAs/LWIBs/Youth Councils) to provide work experience as described in **Attachment A, Work Experience**, which is incorporated into this agreement and made part of this Agreement, to the following participants:

Contract Number: IAK 155044

2

TANF Youth Innovation Project, 2019

April 1, 2019 – December 31, 2019

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



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

**1.2. DHS's DUTIES. DHS shall:**

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

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

### **2.1 Consideration.**

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

Program Year 2019 (4/1/2019 – 12/31/2019) \$300,000

- B. Unspent funds remaining at the end of SFY2019 are available in SFY2020, but must be expended by December 31, 2019.

Total obligation of DHS for all compensation and reimbursement to DEED shall not exceed three hundred thousand dollars (\$300,000).

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

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

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

**4. Terms of Agreement.** This agreement shall be effective on **April 1, 2019**, or upon the date that the final required signature is obtained, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2019**, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

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

**6. Authorized Representatives.** DHS's authorized representative for the purposes of administration of this agreement is Jovon Perry, 651-431-4006, [jovon.perry@state.mn.us](mailto:jovon.perry@state.mn.us) or her successor. DEED's authorized representative for the purposes of administration of this agreement is Jeremy Hanson Willis, 651-259-7116, [jeremy.hanson.willis@state.mn.us](mailto:jeremy.hanson.willis@state.mn.us), or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

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

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

**9. Liability.** DHS and DEED 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. DHS and DEED liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

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

**11. Other Provisions.** None

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: 3/26/19

SWIFT Contract No: IAK 155044

SWIFT PO #: 3000068175

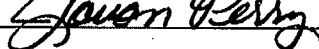
**2. PROVIDING AGENCY**

By: 

Title: Director of Employment & Training Programs

Date: 4/2/19

**3. REQUESTING AGENCY**

By: 

*With delegated authority*

Title: EAESO DIRECTOR

Date: 4-15-2019

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

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



## **ATTACHMENT A**

### **DEFINITION OF WORK EXPERIENCES**

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

- (a) Work experiences are a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience may take place in the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law, exists. Consistent with § 680.840, funds provided for work experiences may not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage. Work experiences provide the youth participant with opportunities for career exploration and skill development.
- (b) Work experiences must include academic and occupational education. The educational component may occur concurrently or sequentially with the work experience. Further academic and occupational education may occur inside or outside the work site.
- (c) The types of work experiences include the following categories:
  - (1) Summer employment opportunities and other employment opportunities available throughout the school year;
  - (2) Pre-apprenticeship programs;
  - (3) Internships and job shadowing; and
  - (4) On-the-job training opportunities as defined in WIOA sec. 3(44) and in § 680.700.

### **DEFINITION OF CAREER PATHWAY**

**(from the WIOA law)**

The term "career pathway" means a combination of high-quality education, training and other services that:

- a) align with the skills of industries in the region;
- b) prepares an individual to be successful in any of a full range of secondary or post-secondary education options, including registered apprenticeships;
- c) includes counseling to support an individual in achieving the individual's education and career goals;
- d) includes education offered concurrently with workforce preparation activities and

training for a specific occupation or occupational cluster;

- e) organizes education, training and other services to meet the particular needs of an individual in a manner that accelerates the education and career advancement of the individual to the greatest extent possible.
- f) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized post-secondary credential;
- g) helps an individual enter or advance within a specific occupation or occupational cluster.

## ATTACHMENT B

### Data Collection and Reporting Requirements

#### Participant Data

- Name
- Residence County
- MAXIS Number
- WF1 ID Number
- Date the participant entered the program
- Pre-placement training provided to participant
  - Name of training provided
  - Date training began
  - Date training ended
  - Reason training ended
  - Certificates, etc. earned for completing training
- Supportive services provided to participant
  - Type of supportive service provided
  - Amount of supportive service provided
- Date the participant exited the program
- Reason the participant exited the program

#### Employer Data (for each placement)

- Name of employer/worksites
- Name of participant placed
- MAXIS number of participant
- Job Title
  - Hourly wage
  - Hours per week
- Payments made to employer
  - Total wages paid
  - Total fringe benefits paid
  - Percentage of wage subsidized





## STATE OF MINNESOTA DEPARTMENT OF HUMAN SERVICES DATA SHARING AGREEMENT TERMS AND CONDITIONS

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THIS DATA SHARING AGREEMENT, and amendments and supplements thereto ("Agreement"), are between the State of Minnesota, acting through its Department of Human Services, Economic Assistance and Employment Supports Division, ("STATE") and the Department of Employment and Economic Development ("DATA SHARING PARTNER").

### RECITALS

This Agreement sets forth the terms and conditions in which STATE will share data with and permit DATA SHARING PARTNER to use or disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act and other applicable laws.

The parties agree to comply with all applicable provisions of the Minnesota Government Data Practices Act and any other state and federal laws that apply to the Protected Information.

General Description of Protected Information That Will Be Shared: Welfare Data on individuals collected, maintained, used, or disseminated by the welfare system; Employment and Training Data on individuals collected, maintained, used, or disseminated because the individual applies for, is currently enrolled in, or has been enrolled in employment and training programs funded with federal, state, or local resources.

Purpose for Sharing Protected Information and Expected Outcomes: Pursuant to its duties in GRK%90854, State must share data with DATA SHARING PARTNER in order to (a) verify an individual's identity; determine eligibility, amount of assistance, and the need to provide services to an individual or family across programs, coordinate services for an individual or family; evaluate effectiveness of programs; (b) administer federal funds or programs; (c) coordinate the employment and training services or determine eligibility or suitability for services from other programs; and (d) monitor eligibility of the participant for assistance programs, or for any employment and training program administered by those agencies.

STATE is permitted to share the Protected Information with DATA SHARING PARTNER pursuant to the following authorities:

Under Minn. Stat. § 13.47, Employment and Training data is private data on an individual and may be shared with other employment and training providers to coordinate service or determine eligibility. Under Minn. Stat. § 13.46, subd. 1(c), STATE may enter into contracts to make other entities part of the "welfare system," and it is the intention of the parties that the DATA SHARING PARTNER be made part of the welfare system for the limited purposes described in the Agreement.

Under Minn. Stat. § 13.46, subd. 2(a)(5), STATE may release private data on individuals to personnel of the welfare system who require the data to verify an individual's identity; amount of assistance, and the

need to provide services to an individual or family across programs; evaluate the effectiveness of programs.

It is the intention of the parties that this agreement govern the disclosure to DATA SHARING PARTNER and the collection, storage, and use by DATA SHARING PARTNER of private and confidential data as defined, respectively, in Minnesota Statutes (2004), § 13.02, subd. 3 and 14, including "welfare data" governed by § 13.46.

This Agreement neither creates a business associate relationship nor constitutes a business associate agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA). If either party believes a business associate relationship might exist with regard to the Protected Government Data, the party will comply with Section 17 of this Agreement.

The parties therefore agree as follows:

#### DEFINITIONS

- A. "Agent" means DATA SHARING PARTNER'S employees, contractors, subcontractors, and other non-employees and representatives.
- B. "Applicable Safeguards" shall mean the state and federal provisions listed in Section 6.1 of this agreement.
- C. "Breach" means a privacy or security incident that results in the compromise of the confidentiality or integrity of Protected Information or a use or disclosure of Protected Information not otherwise permitted by law.
- D. "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of Protected Information by the entity in possession of the Protected Information ,
- E. "Individual" means the person who is the subject of Protected Information.
- F. "Privacy incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in this Agreement.
- G. "Protected Information" means any information that is or will be used by STATE or DATA SHARING PARTNER under this Agreement, and is protected by federal or state privacy laws, statutes, regulations or standards, including those listed in this Agreement. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, such information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- H. "Security incident" means the attempted or successful unauthorized use or the interference with system operations in an information management system or application. Security incident does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized use of Protected Information.

I. "Use" or "used" means any activity by the parties during the duration of this Agreement involving Protected Information including its creation, collection, access, use, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, disclosure, transmission, or destruction. Use includes any of these activities whether conducted manually or by electronic or computerized means.

J. "User" means an agent of either party, who has been authorized to use Protected Information.

**1. Duties.**

**1.1 STATE will disclose the following information to DATA SHARING PARTNER:**

Produce and send electronically (email) to DEED, during the first week of every month, a list of potentially eligible teen parents and younger adults who might enroll in the Summer Youth Program containing the following information:

- a. Eligibility Group (Criteria for eligibility under the Agreement sections A.1 or A.2)
- b. Youth's MAXIS Person Master Index (PMI) number
- c. Youth's name
- d. Youth's age
- e. MAXIS case number
- f. Residence county
- g. Case address and phone number

**2. Authorized Representatives and Responsible Authority.**

**2.1 State.** STATE's authorized representative is Jovon Perry, Economic Assistance and Employment Supports Division Director, 651-431-4006, [jovon.perry@state.mn.us](mailto:jovon.perry@state.mn.us) or her successor. DATA SHARING PARTNER shall make any notice or contact to STATE required by this Agreement to STATE's authorized representative.

**2.2 Data Sharing Partner.** DATA SHARING PARTNER's Authorized Representative is May Thao Schuck, Director of Employment and Training Programs, 651-259-7563, [may.thao.schuck@state.mn.us](mailto:may.thao.schuck@state.mn.us), or her successor.

**2.3 Information Privacy and Security.** STATE's responsible party for the purposes of complying with the Applicable Safeguards in this Agreement is STATE's authorized representative, or her successor. DATA SHARING PARTNER's responsible party for the purposes of complying with the Applicable Safeguards in this Agreement is Rick Caligiuri, Unemployment Insurance Director and Interim Workforce Development Division Director, or his successor.

**3. Information Privacy and Security.**

DATA SHARING PARTNER and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat. § 13 as it applies to all data provided by STATE under this Agreement, and as it

applies to all data created, collected, received, stored, used, maintained, or disseminated by DATA SHARING PARTNER under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to DATA SHARING PARTNER and STATE.

### **3.1 Compliance with Applicable Safeguards.**

**A. State and Federal Safeguards.** The parties acknowledge that the Protected Information to be shared under the terms of this Agreement may be subject to one of the following laws, statutes, regulations, rules, and standards, as applicable ("Applicable Safeguards"). The parties agree to comply with all rules, regulations and laws, including as amended or revised, applicable to the exchange, use and disclosure of data under this Agreement.

1. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
2. Minnesota Health Records Act (Minn. Stat. §144.291 - 144.298);
3. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);
4. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075);
5. U.S. Privacy Act of 1974;
6. Computer Matching Requirements (5 U.S.C. 552a);
7. Social Security Data Disclosure (section 1106 of the Social Security Act);
8. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook" Publication 3373);
9. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260); and
10. NIST Special Publication 800-53, Revision 4 (NIST.SP.800-53r4).

**B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

### **3.2 DATA SHARING PARTNER Data Responsibilities.**

#### **A. Use Limitation.**

1. **Restrictions on use of Protected Information.** Except as otherwise authorized in this Agreement, DATA SHARING PARTNER may only use or disclose Protected Information as necessary to provide the services to STATE as described herein, or as otherwise required by law, provided that such use or disclosure of Protected Information, if performed by STATE, would not violate other state and federal statutes or regulations that apply to the Protected Information.

**B. Individual Privacy Rights.** DATA SHARING PARTNER shall ensure individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. **Complaints.** DATA SHARING PARTNER shall work cooperatively with STATE to resolve complaints received from an individual; from an authorized representative; or from a state, federal, or other health oversight agency.
2. **Amendments Requested by Data Subject.** Within ten (10) business days, DATA SHARING PARTNER must forward to STATE any request to make any amendment(s) to Protected Information in order for STATE to satisfy its obligations under Minn. Stat. § 13.04, subd. 4.

**C. Background Review and Reasonable Assurances Required of Agents.**

1. **Reasonable Assurances.** DATA SHARING PARTNER represents that, before its Agents are allowed to use or disclose Protected Information, DATA SHARING PARTNER has conducted and documented a background review of such Agents sufficient to provide DATA SHARING PARTNER with reasonable assurances that the Agent will comply with the terms of this Agreement and Applicable Safeguards.
2. **Documentation.** DATA SHARING PARTNER shall make available documentation required by this Section upon request by STATE.

**D. Ongoing Responsibilities to Safeguard Protected Information.**

1. **Privacy and Security Policies.** DATA SHARING PARTNER shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards to ensure the privacy and security of the Protected Information.
2. **Electronic Protected Information.** DATA SHARING PARTNER shall implement and maintain appropriate safeguards with respect to electronic Protected Information, to prevent the use or disclosure other than as provided for by this Agreement.
3. **Monitoring Agents.** DATA SHARING PARTNER shall ensure that any contractor, subcontractor, or other agent to whom DATA SHARING PARTNER discloses Protected Information on behalf of STATE, or whom DATA SHARING PARTNER employs or retains to create, receive, use, store, disclose, or transmit Protected Information on behalf of STATE, agrees to the same restrictions and conditions that apply to CONTRACTOR under this Agreement with respect to such Protected Information.
4. **Minimum Necessary Access to Protected Information.** DATA SHARING PARTNER shall ensure that its Agents use only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.

5. **Training.** DATA SHARING PARTNER shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of this Agreement.
- E. **Responding to Privacy Incidents, Security Incidents, and Breaches.** DATA SHARING PARTNER will comply with **this Section** for all protected information shared under this Agreement. Additional obligations for specific kinds of protected information shared under this Agreement are addressed in Section 6.2(F).
1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected privacy incident, security incident, or breach, DATA SHARING PARTNER will mitigate, to the extent practicable, any harmful effect of the privacy incident, security incident, or breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected individuals.
  2. **Investigation.** Upon discovery of any actual or suspected privacy incident, security incident, or breach, DATA SHARING PARTNER will investigate to (1) determine the root cause of the incident, (2) identify individuals affected, (3) determine the specific protected information impacted, and (4) comply with notification and reporting provisions of this Agreement and applicable law.
  3. **Corrective action.** Upon identifying the root cause of any privacy incident, security incident, or breach, DATA SHARING PARTNER will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, employee sanctions, or revising policies and procedures.
  4. **Notification to individuals and others; costs incurred.**
    - a. **Protected Information.** DATA SHARING PARTNER will determine whether notice to data subjects and/or any other external parties regarding any privacy incident or security incident is required by law. If such notice is required, DATA SHARING PARTNER will comply with STATE's and DATA SHARING PARTNER's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05 and 13.055.
    - b. **Failure to notify.** If DATA SHARING PARTNER fails to notify individual data subjects or other external parties under subparagraphs (a), then DATA SHARING PARTNER will reimburse STATE for any costs incurred as a result of DATA SHARING PARTNER's failure to provide notification.
  5. **Obligation to report to STATE.** Upon discovery of a privacy incident, security incident, or breach, DATA SHARING PARTNER will report to STATE in writing as specified in Section 6.2(F).

- a. **Communication with authorized representative.** DATA SHARING PARTNER will send any written reports to, and communicate and coordinate as necessary with, STATE's authorized representative.
    - b. **Cooperation of response.** DATA SHARING PARTNER will cooperate with requests and instructions received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the security incident, privacy incident, or breach.
    - c. **Information to respond to inquiries about an investigation.** DATA SHARING PARTNER will, as soon as possible, but not later than forty-eight (48) hours after a request from STATE, provide STATE with any reports or information requested by STATE related to an investigation of a security incident, privacy incident, or breach.
  - 6. **Documentation.** DATA SHARING PARTNER will document actions taken under paragraphs 1 through 5 of this Section, and provide such documentation to STATE upon request.
- F. **Reporting Privacy Incidents, Security Incidents, and Breaches.** DATA SHARING PARTNER will comply with the reporting obligations of this Section as they apply to the kind of protected information involved. DATA SHARING PARTNER will also comply with Section 6.2(E) above in responding to any privacy incident, security incident, or breach.
- 1. **Other Protected Information.** DATA SHARING PARTNER will report all other privacy incidents and security incidents to STATE.
    - a. **Initial report.** DATA SHARING PARTNER will report all other privacy and security incidents to STATE, in writing, within five (5) days of discovery. If DATA SHARING PARTNER is unable to complete its investigation of, and response to, a privacy incident or security incident within five (5) days of discovery, then DATA SHARING PARTNER will provide STATE with all information under Section 6.2(E), paragraphs 1-4, of this Agreement that are available to DATA SHARING PARTNER at the time of the initial report.
    - b. **Final report.** DATA SHARING PARTNER will, upon completion of its investigation of and response to a privacy incident or security incident, or upon STATE's request in accordance with Section 6.2(E), paragraph 5, submit in writing a report to STATE documenting all actions taken under Section 6.2(E), paragraphs 1-4, of this agreement.
- G. **Access to Books and Records, Security Audits, and Remediation.** DATA SHARING PARTNER shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of this Agreement.



1. DATA SHARING PARTNER represents that it has audited and will continue to regularly will audit the security of the systems and processes used to provide services under this Agreement, including, as applicable, all data centers and cloud computing or hosting services under contract with DATA SHARING PARTNER. DATA SHARING PARTNER will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Agreement.
  2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, subd. 1(a) and 2(a).
  3. STATE DATA SHARING PARTNER agrees to make its internal practices, books, and records related to its obligations under this Agreement available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine DATA SHARING PARTNER's or STATE's compliance with Applicable Safeguards, the terms of this Agreement and accounting standards.
  4. DATA SHARING PARTNER will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable timeframe.
- H. **Documentation Required.** Any documentation required by this Agreement, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by DATA SHARING PARTNER, or of other matters pertinent to the execution of this Agreement, must be securely maintained and retained by DATA SHARING PARTNER for a period of six years from the date of expiration or termination of this Agreement, or longer if required by applicable law, after which the documentation must be disposed of consistent with Section 6.5 of this Agreement.
- I. **Requests for Disclosure of Protected Information.** If DATA SHARING PARTNER or one of its Agents receives a request to disclose Protected Information, DATA SHARING PARTNER shall inform STATE of the request and coordinate the appropriate response with STATE. If DATA SHARING PARTNER discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the disclosure, the information disclosed, the name of the receiving party, and the date of disclosure. All such documentation shall be maintained for the term of this Agreement and shall be produced upon demand by STATE.
- J. **Conflicting Provisions.** To extent that the parties determine, following consultation, that the terms of this Agreement are less stringent than the Applicable Safeguards, DATA SHARING PARTNER must comply with the Applicable

Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, DATA SHARING PARTNER must comply with the most stringent Applicable Safeguard.

- K. **Data Availability.** DATA SHARING PARTNER, or any entity with legal control or possession of any protected information provided by STATE, shall make any and all protected information available to STATE upon request within a reasonable time as is necessary for STATE to comply with applicable law.

### **3.3 Data Security.**

- A. **STATE Information Management System Access.** If STATE grants DATA SHARING PARTNER access to Protected Information maintained in a STATE information management system (including a STATE "legacy" system) or in any other STATE application, computer, or storage device of any kind, then DATA SHARING PARTNER agrees to comply with any additional system- or application-specific requirements as directed by STATE.
- B. **Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; 800-113, Guide to SSL VPNs, or others methods validated under Federal Information Processing Standards (FIPS) 140-2.
- C. **Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, Guide to Storage Encryption Technologies for End User Devices.

### **3.4 STATE Data Responsibilities.**

- A. STATE shall disclose Protected Information only as authorized by law to DATA SHARING PARTNER for its use or disclosure.
- B. STATE shall obtain any consents or authorizations that may be necessary for it to disclose Protected Information with DATA SHARING PARTNER.
- C. STATE shall notify DATA SHARING PARTNER of any limitations that apply to STATE's use and disclosure of Protected Information that would also limit the use or disclosure of Protected Information by DATA SHARING PARTNER.
- D. STATE shall refrain from requesting DATA SHARING PARTNER to use or disclose Protected Information in a manner that would violate applicable law or would be impermissible if the use or disclosure were performed by STATE.

### **3.5 Obligation of DATA SHARING PARTNER Upon Expiration or Cancellation of this Agreement.** Upon expiration or termination of this Agreement for any reason:

- A. In compliance with the procedures in the Applicable Safeguards, or as otherwise required by applicable industry standards, or directed by STATE, DATA SHARING PARTNER shall immediately, destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it maintains.
  - B. DATA SHARING PARTNER shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its contractors, subcontractors, or agents. DATA SHARING PARTNER and its contractors, subcontractors, or agents shall not retain copies of any Protected Information.
  - C. In the event that DATA SHARING PARTNER cannot reasonably or does not return or destroy Protected Information, it shall notify STATE of the specific laws, rules or policies and specific circumstances applicable to its retention, and continue to extend the protections of this Agreement and take all measures possible to limit further uses and disclosures of the client data for so long as DATA SHARING PARTNER or its contractors, subcontractors, or agents maintain the Protected Information.
  - D. DATA SHARING PARTNER shall document and verify in a report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:
    - 1. A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;
    - 2. The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to STATE; and
    - 3. The identity of organization name (if different than DATA SHARING PARTNER), and name, address, and phone number, and signature of individual, that performed the activities required by this Section.
  - E. Documentation required by this Section shall be made available upon demand by STATE.
  - F. Any costs incurred by DATA SHARING PARTNER in fulfilling its obligations under this Section will be the sole responsibility of DATA SHARING PARTNER.
4. **Not a HIPAA Business Associate Relationship.** This Agreement does not create a business associate relationship nor constitute a business associate agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA). If either party believes a business associate relationship might exist with regard to the protected information, and a business associate agreement between the parties has not yet been executed, that party shall immediately notify the other party, and within 10 business days or an alternative period agreed upon in writing, the

parties shall meet and confer to determine the need for a business associate agreement. If a business associate relationship exists, the parties will immediately execute a business associate agreement that complies with 45 C.F.R. 164.504(e). The parties will make reasonable efforts to use the STATE's business associate agreement template.

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

APPROVED:

**1. DATA SHARING PARTNER:**

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

By: 

Printed Name: May Thao Schuck

Title: Employment & Training Programs Director

Date: 4/8/19

**2. STATE:**

By: 

Printed Name: JOVON PERRY

Title: EAESO DIRECTOR

Date: 4-15-2019



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**Central Office**  
1450 Energy Park Drive, Suite 200, St. Paul, MN 55108  
Main: 651.361.7200 | Fax: 651.642.0223 | TTY: 800.627.3529  
[www.mn.gov/doc](http://www.mn.gov/doc)

January 8, 2018

Blake Chaffee  
Communications Director  
DEED  
1<sup>st</sup> National Bank Building  
332 Minnesota Street, Suite E200  
St. Paul, MN 55101

Mr. Chaffee,

Please find enclosed your file copy of the fully executed and effective Interagency Agreement (SWIFT ID# 151346) with the Minnesota Department of Corrections, Reentry Services Unit.

Please send invoices directly to me so I can process for payment and do not hesitate to contact me if you have any questions or concerns and we look forward to our partnership with you.

Best Regards,

A handwritten signature in black ink, appearing to read 'Jana Carr', with a long, sweeping horizontal line extending to the right.

Jana Carr  
Management Analyst 3 | Grants & Subsidies Unit  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
O: 651-361-7389 (M,W) or 651-361-7354 (T,Th, F)

CC:

Charles Sutter, Project Supervisor

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

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

Agreement

1. Term of Agreement

- 1.1 *Effective date:* January, 1 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:* April 5, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first. *April 30* *SSC* *11/3/19* *RS. 1/7/19*

2. Scope of Work

It is the goal of this agreement to complete an employment and labor market survey and final report. The focus is to identify state and local trends and employer attitudes and beliefs that impact post release offender employment outcomes. The purpose of the survey and final report is to inform and aid institutional decision makers and administrators in strategic planning, program development and marketing of an evidence informed offender employment program, Employment Matters!

Targeted persons are adults considered medium to high risk of recidivism per the Minnesota Screening Tool Assessing Recidivism Risk ("MnSTARR") with probable release to Hennepin and Ramsey counties, and the businesses and employers in this region.

This project is supported by Federal Grant Project No. P7818RQBXX0005 which was awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office.

As part of this agreement, DOC will be tasked with:

- A. Providing information on DOC and target population as requested by DEED and in compliance with the Government State Data Practices Act, Minnesota Statute Ch. 13, incorporated by reference into this Agreement.
- B. Providing information on the hard and soft training/programming skills that the targeted population acquires pre-release.

As part of this agreement, DEED will be tasked with:

- C. Providing information on the target population as requested by DOC and in compliance with the Government State Data Practices Act, Minnesota Statute Ch. 13, incorporated by reference into this Agreement.
- D. Conducting qualitative surveys, research and analysis on business and employer attitudes and beliefs around offender employment
- E. Identifying economic trends for the region and targeted population which may include the following: financial obligations; cost of living; income; poverty levels; time to employment; offender wages; reliance on public assistance; cost of training/education and in demand certifications and degrees.
- F. Identifying industry specific focused employment and workforce trends which may include the following: unemployment; labor force; job market; projections.
- G. Providing information on the hard and soft training/programming skills that the targeted

population acquires post-release.

- H. Completing a comprehensive report with the key findings and recommendation on the employment barriers, gaps in services and opportunities for criminal justice involved populations, including workforce development and labor market information.

**3 Consideration and Payment**

The total obligation of DOC for all compensation and reimbursements to DEED under this agreement will not exceed \$25,000.00 and payment will be made upon the following:

- a) Completion of an approved comprehensive report received on or before April 5, 2019; and  
b) Within 30 days of DOC receiving an itemized invoice from DEED.

**4 Conditions of Payment**

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

**5 Authorized Representative**

DOC's Authorized Representative is Charles Sutter, Project Coordinator, 651-361-7393, Charles.sutter@state.mn.us, or his/her successor.

DEED's Authorized Representative is Blake Chaffee, Communications Director, blake.chaffee@state.mn.us, (651) 259-7161, or his/her successor.

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: E. J. O. Peterson

Date: 12/19/18 C-151346/3-106908

**2. DOC**

By: [Signature]

(With delegated authority)

Title: Deputy Commissioner

Date: 1/7/2019

**3. DEED**

By: [Signature]

(with delegated authority)

Title: Deputy Comm

Date: 1/2/19





(8)  
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**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**Agreement**

**1 Term of Agreement**

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

**2 Scope of Work**

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

**3 Consideration and Payment**

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

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

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

**4 Conditions of Payment**

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

**5 Authorized Representative**

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

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

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**9 Public News Media**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Eusebio Thomas

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

**2. MN DEPT. OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

By: [Signature]

(With delegated authority) Jeremy Hansen Wilks

Title: Deputy Commissioner

Date: 5-8-17

**3. MN.IT SERVICES**

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

Title: CISO

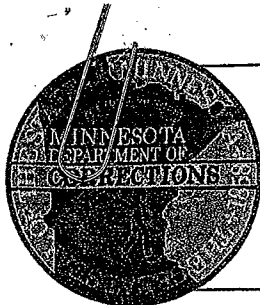
Date: 5/8/17

**4. MN DEPT. OF CORRECTIONS**

By: [Signature]  
(with delegated authority)

Title: Deputy Commissioner

Date: 5/12/17



Central Office

1450 Energy Park Drive Suite 200 • St. Paul MN, 55108  
PH 651.361.7200 • Fax 651.642.0223 • TTY 800.627.3529  
[www.doc.state.mn.us](http://www.doc.state.mn.us)

May 28, 2015

Julie Toskey  
Employment and Economic Development Staff Director  
1<sup>st</sup> National Bank Building  
332 Minnesota Street, 2<sup>nd</sup> Floor  
St. Paul, Minnesota 55101


Dear Ms. Toskey:

Enclosed are four copies of the interagency agreement for DEED and MN.IT to provide limited support maintenance to the Standalone Minnesota Works.net application. Please obtain the authorized signatures on all four copies for DEED and MN.IT and return to:

Diane Lunda, Grants Unit  
Minnesota Department of Corrections  
1450 Energy Park Drive, Suite 200  
St. Paul, Minnesota 55108

If you have any questions, please call me at 651/361-7389. Thank you for your assistance in processing this agreement.

Sincerely,

  
Diane Lunda  
Grants Specialist

c: Brian Allie

6/5/15  
Dear,  
Attached are the 4  
signed copies you  
requested with 3 signatures.  
Please obtain the Dept Corrections  
signature and return 2  
copies to me. Thank you  
Julie Toskey



**Central Office**

1450 Energy Park Drive Suite 200 • St. Paul MN, 55108  
PH 651.361.7200 • Fax 651.642.0223 • TTY 800.627.3529  
[www.doc.state.mn.us](http://www.doc.state.mn.us)

May 28, 2015

Julie Toskey  
Employment and Economic Development Staff Director  
1<sup>st</sup> National Bank Building  
332 Minnesota Street, 2<sup>nd</sup> Floor  
St. Paul, Minnesota 55101

Dear Ms. Toskey:

Enclosed are four copies of the interagency agreement for DEED and MN.IT to provide limited support maintenance to the Standalone Minnesota Works.net application. Please obtain the authorized signatures on all four copies for DEED and MN.IT and return to:

Diane Lunda, Grants Unit  
Minnesota Department of Corrections  
1450 Energy Park Drive, Suite 200  
St. Paul, Minnesota 55108

If you have any questions, please call me at 651/361-7389. Thank you for your assistance in processing this agreement.

Sincerely,

  
Diane Lunda  
Grants Specialist

c: Brian Allie

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** July 1, 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:** June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 This agreement to be renewable at the end of each fiscal year (June) unless cancelled by either party according to protocol in "Item 8" of this agreement. Renewals will be processed as a written amendment to the agreement.

**2 Scope of Work**

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

**3 Consideration and Payment**

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

For FY' 18 DOC will pay DEED a total not to exceed \$79,065.60 according to the breakdown of costs contained in Exhibit B and upon receipt of a quarterly invoice by the following dates: September 30, 2018; December 31, 2018; March 31, 2019; and June 30, 2019.

The total obligation of the DOC for all compensation and reimbursements to DEED under this agreement will not exceed \$79,065.60.

**4 Conditions of Payment**

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

**5 Authorized Representative**

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

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Euro Peterson

Date: 6/12/18 C-143119/3-99653

**3. MN DEPT. OF CORRECTIONS**

By: [Signature]  
(with delegated authority)

Title: Deputy Commissioner

Date: 6-13-18

**2. MN DEPT. OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

By: [Signature]  
(With delegated authority)

Title: Director

Date: 6/12/18

**Exhibit A**

## **High Risk Recidivism Reduction (HRRR) Program.**

### **ACTIVITY PLAN**

#### **1. FACILITIES**

- DEED will provide office space and landline telephone service as follows:
  - Two (2) offices and two (2) landline phones located at the new DEED facility on West Broadway in Minneapolis to house the DOC Navigator and DEED Community Service Specialist
  - Two (2) offices and two (2) landline phones located at the St Paul Workforce Center to house the DOC Navigator and DEED Community Service Specialist
- DEED will provide group meeting rooms for HRRR/O4C staff meetings to be held weekly at each location. Day and hours to be mutually determined by DOC, DEED and community partners.
- DEED will provide group meeting rooms for contracted service providers to deliver weekly life skills programming, group mentoring support and/or individual sessions at each location for a minimum of eight (8) hours per week per location. Day and times per week of the various programming and sessions will be mutually agreed upon between DOC, DEED and contracted service providers

#### **2. NON-PERSONNEL SERVICES**

- DEED will purchase cellular phones and service for DEED staff. DEED will purchase and distribute bus cards to participants who are in need of transportation assistance.

#### **3. PERFORMANCE MEASURES**

- DEED and DOC must comply with MN. Stat. Ch. 13 with regards to the sharing of data. DEED will provide quarterly reports with summary data to DOC to track the employment outcomes of individuals assisted by the HRRR Program. DEED will provide individual employment outcome measurements to DOC only from individuals whom they have consent through a written Release of Information. Outcome data includes, but is not limited to:
  - i. Number of HRRR Program individuals referred to DEED for employment services;
  - ii. Number of HRRR Program individuals obtaining pre-release assessments and number of pre-release orientation sessions conducted at Minnesota Correctional Facilities;
  - iii. Number of HRRR Program individuals who obtain employment, type of employment (part-time or full-time) and their wage upon obtaining



- employment;
- iv. Number of individuals who retained employment for six (6) months after placement and their wage at six (6) months;
  - v. Number of individuals terminated from employment or left employment and the reason they are no longer employed;
  - vi. Number of HRRR Program individuals participating in a vocational training program and the number who complete and do not complete the training program;
  - vii. Number of new employment cooperative agreements specifically aimed to hire HRRR Program individuals;
  - viii. Other measures as mutually determined by DOC, DEED and community partners

**Exhibit B**

High Risk Recidivism Reduction (HRRR) Program.

**BREAKDOWN OF COSTS**  
**FY '19 (July 1, 2018-June 30, 2019)**

- **FACILITIES-Not to exceed \$35,490:**
  - Facility rent for 12 months at St Paul location \$17,310
  - Facility rent for 12 months at Minneapolis location \$16,580
  - Landline telephone and service for 12 months for two (2) DOC staff and two (2) DEED staff \$1,600
- **TECHNOLOGY/SUPPLY COSTS-Not to exceed \$1,575.60**
  - Monthly cell phone service for two (2) DEED staff for 12 months \$1,575.60
- **OTHER COSTS-Not to exceed \$42,000**
  - Travel costs associated with two (2) DEED staff \$6,000
  - Bus cards for participants \$8,000
  - Indirect costs include administrative services such as human resources, legal services, accounting, fiscal services, Commissioner's office salaries and other various administrative overhead costs up to \$23,680
  - Monthly MN IT for PC services and maintenance for four (4) PC's \$4,320



# Purchase Order



## Corrections Department Mn Department Of Corrections

### Approved

### Phone Dispatch

Purchase Order P7801-3000099653	Date 07/01/2018	Revision	Page 1 of 1
Payment Terms Net 0	Freight Terms FOB PAdd	Ship Via Ground	Event ID
Buyer Erica B Peterson	Phone 651/361-7253	Currency USD	Agency Reference PTK 1000 6410 36405

**Vendor:**  
B220000000  
EMPLOYMENT & ECONOMIC  
DEVELOPMENT DEPT  
1ST NATIONAL BANK BUILDING  
332 MINNESOTA ST #E-200  
ST PAUL MN 55101  
United States

**Ship To:**  
CORRECTIONS DEPT-REENTRY  
1450 ENERGY PARK DR  
STE 200  
ST PAUL MN 55108-5219  
United States

**Attention:**  
Not Specified

**Bill To:**  
CORRECTIONS DEPT-REENTRY  
1450 ENERGY PARK DR  
STE 200  
ST PAUL MN 55108-5219  
United States

Tax Exempt?		Tax Exempt ID:		Replenishment Option: Standard			
Line - Sch	Item/Description Mfg Item ID	Manufacturer Name	Quantity	UOM	PO Price	Extended Amt	Due Date

1 - 1	FY19 O4C Hub		1.0000	EA	79065.60000	79065.60	07/01/2018
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Contract ID: 00000000000000000000143119

Contract Line: 1

Schedule Total

79065.60

Item Total

79065.60

Total PO Amount

79065.60

1. Show the purchase order number on invoice and all tags, packages and correspondence.
2. This purchase order incorporates by reference all terms, conditions and specifications of the Contract, the RFP/RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First, this P.O., second the contract, third the RFP/RFB, and fourth the vendor's response.
3. All deliveries hereunder shall comply with all applicable State of Minnesota and Federal laws.
4. Invoicing must match line items on the purchased order.
5. DO NOT COLLECT SALES TAX on this order unless instructed to do so on this Purchase Order or the solicitation document. Effective July 1, 1995, Minnesota State agencies use a Direct Pay Authorization to pay the applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4405717. The Department of Revenue does not require State agencies to complete the ST3 Form with this order.
6. Payment terms are Net 30 unless a discount is offered for early payment.

Issuer certifies that funds have been encumbered  
and appropriate approvals have been obtained.

Unauthorized

# STATE OF MINNESOTA ENCUMBRANCE WORKSHEET INTERAGENCY AGREEMENT WITH DEED

**State Accounting Information:**

**SWIFT Contract No.** 143119

**PO No.:** 3-99653

Agency: P78 Corrections	Fiscal Year(s): 2019	Vendor Number: B220000000
Total Amount of Contract: \$79,065.60		
Category Code:		
Account Code:		

Accounting Distribution 1: 2019	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 1000	Fund:	Fund:
AppropriID: P7836405	AppropriID:	AppropriID:
Fin DeptID: P786410	Fin DeptID:	Fin DeptID:
Project (3000 fund only):	Project (3000 fund only):	Project (3000 fund only):
Amount: \$79,065.60	Amount:	Amount:

**Contract Start Date:** July 1, 2018

**Expiration Date:** June 30, 2019

**Contractor Name and Address:** Minnesota Department of Employment & Economic Development  
1<sup>st</sup> National Bank Building  
332 Minnesota Street, Suite E-200  
St Paul, MN 55101-1351

**THIS PAGE CONTAINS PRIVATE DATA  
DO NOT CIRCULATE**

**DO NOT REPRODUCE  
OR DISTRIBUTE EXTERNALLY WITHOUT EXPRESS  
WRITTEN PERMISSION OF THE CONTRACTOR.**



B  
22

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** July 1, 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:** June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

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

**3 Consideration and Payment**

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

The DOC will pay DEED \$77,500.00 per quarter for FY 2019, upon receipt of an invoice from DEED. The total obligation of this agreement for FY 2019 is \$310,000.00.

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

**4 Conditions of Payment**

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

**5 Authorized Representative**

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

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**9 Bloodborne Pathogen Notice**

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

**10 Tuberculosis Screening**

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

**11 Public News Media**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Eusebio Thomas

Date: 5/11/18 141743/3-98220

**2. MN DEPT. OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

By: Daniel Mirman  
(With delegated authority)

Title: Director

Date: 5/17/18

**3. MN DEPT. OF CORRECTIONS**

By: [Signature]  
(with delegated authority)

Title: Deputy Commissioner

Date: 5-17-18

**DEED: JOB SERVICE  
PARTNERING FOR SUCCESSFUL TRANSITION AND RE-ENTRY  
EMPLOYMENT SERVICES  
PROPOSED GOALS AND ACTIVITY PLAN**

**1. STAFFING GOALS:**

- DEED will assign four staff to work on the Transition and Reentry Employment Services Program. These staff will be housed in WorkForce Centers located in:
  - St. Paul
  - South Minneapolis
  - Duluth
  - Burnsville
- DEED may train additional staff to provide the pre-release and post-release services under this agreement.
- These staff will provide services both on-site at Minnesota Correctional Facilities and in the designated WorkForce Centers.

**2. PRE-RELEASE ACTIVITY GOALS:**

- DEED staff will conduct approximately 225 employment preparation classes, events and workshops annually to include Pre-Release, Mock Interviews, Challenge Incarceration Program (CIP) Groups, Chemical Dependency (CD) groups and Sex Offender Treatment Programs (SOTP) at the following Minnesota Correctional Facilities:
  - Shakopee
  - Faribault
  - Moose Lake
  - Rush City
  - Lino Lakes
  - Stillwater
  - St. Cloud
  - Willow River
  - Togo
  - Oak Park Heights
  - Red Wing Minimum Security
  - Stillwater Minimum Security
  - Lino Lakes Minimum Security
  - Faribault Minimum Security



- The specific times and dates for these classes will be arranged jointly by DEED and DOC.
- Pre-release classes canceled because of security issues, weather, etc., may be rescheduled by mutual agreement between DEED and DOC staff.

### **3. POST- RELEASE ACTIVITY GOALS:**

- DEED staff will provide employment-related and other transition assistance to individuals released from Minnesota Correctional Facilities under the authority of the Commissioner of Corrections. This assistance may include:
  - Post-release workshops (New Leaf) focused on the needs of ex-offenders.
  - Post-release employment assistance at WorkForce Centers where project staff are housed.
  - Access and referrals to all WorkForce Center services, including Resource Room assistance, workshops, assessment and training opportunities.
  - Referrals to external education and community based organizations.
  - Employment retention and follow-up assistance.

### **4. COORDINATION AND NETWORKING ACTIVITY GOALS:**

- DEED staff assigned to this project will be responsible for coordinating reentry activities with DOC staff, WorkForce Center partners, education agencies and community-based organizations to assist ex-offenders obtain and retain employment. Staff will coordinate activities with:
  - DOC State Office Staff
  - DOC Transition Coordinators
  - Community Corrections Agents
  - WorkForce Center Partners
  - Veterans Employment Program Staff
  - Education and Community-Based Organizations
- DEED staff will participate in ongoing meetings as agreed to by DEED and DOC staff, including monthly meetings with DOC Transition Coordinators.

### **5. STAFF CAPACITY BUILDING GOALS:**

- DEED staff assigned to this project will participate in training activities in order to build their capacity in assisting ex-offenders. Training may include the DOC Academy, Motivational Interviewing (both individual capacity and train-the-trainer) and completion of certification programs such as Offender Employment Specialist (OES) and Offender Work Development Specialist (OWDS).

- DEED staff assigned to this project must have a criminal background check prior to the start of work.
- DEED staff assigned to these activities will develop and disseminate materials and information in order to strengthen the capacity of WorkForce Center staff in locations across the state. Best practices in assisting ex-offenders to find and retain employment will be promoted to WorkForce Center staff statewide.
- DEED staff assigned to this project are required to be familiar and comply with all DOC policies.

#### **6. PERFORMANCE MEASURES:**

- DEED and DOC must comply with MN. Stat. Ch. 13 with regards to the sharing of data. DEED will provide monthly reports with summary data to DOC to report the employment outcomes of individuals assisted by this program and who have voluntarily sought and contacted contract-specific DEED staff. DEED will provide summarized and consolidated monthly employment outcome measurements to DOC only from individuals whom they have consent through a voluntarily originated written Release of Information.
- Outcome data includes, but is not limited to:
  - The number of individuals voluntarily providing information who obtained employment, type of employment (part-time or full-time), and their wage upon obtaining employment.
  - The number of individuals voluntarily providing information who retained employment for six months after placement and their wage at six months. Such contact with contracted-related DEED staff shall be at the participant's initiation and discretion.
  - Number of individuals voluntarily providing information terminated from employment or left employment and the reason they are no longer employed.
  - Other measures as mutually determined by the DOC and DEED.
- Enhance employment related data sharing between DOC and DEED staff assigned to this project.

## **CURRICULUM OUTLINE**

### **Curriculum**

*3 Hours in the morning – with one 15 minutes break  
2 ½ Hours in the afternoon – with one 15 minutes break  
(5 ½ Hours per Session)*

- AM**      **1) Overview: Provide an agenda of curriculum for the day**
- What kind of candidates do employers seek?
  - Why do you go to work?
  - Provide salary converting chart
  - Where are the jobs?
  - Talk about demands and shortages of jobs - research
- AM**      **2) Assessment: Page 5 in MN Careers book**
- AM**      **3) Skills Identification:**
- Hand out "Skills Triangle" pink copy
  - Define skills and where they come from
  - Skills breakdown
  - Hard Skills – What do you know how to do?
  - Soft Skills – What kind of worker are you?
  - Different types of skills
  - Handout of action verbs
  - Identify barriers and managing them
- AM**      **4) Resume:**
- Principles of resumes; Dos and Don'ts
  - Types of resumes
    - Hand out samples of each, but suggest which type is appropriate for their situation
  - Difference between a resume and a job application
  - Cover letters

**PM**

**5) Creating a Master Application:**

- Hand generic one out, explain, show how to complete the application properly
- Explain how to answer the offense question on job applications and in an interview
- The PAAR System (which is almost like the C.O.P.E.)
- The importance of completing a job application, hand out Personal Data Record

**PM**

**6) Job Search:**

- Where to find job leads?
- Handouts with important job search websites
- MN Bonding Services handout and explain how to use this service as a sales tool to get a job
- Tax Credit Programs handout and explain how to use this service as a sales tool to get a job
- Provide information about WorkForce Center Services and locations

**PM**

**7) The Interview:**

- Purpose and preparation
- What to bring to an interview checklist
- Types of interviews
- Dress and grooming for the job success
- Answering difficult questions (handout)
- Thank you letters/notes
- Job retention (handout)

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

### Agreement

#### 1 Term of Agreement

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

#### 2 Scope of Work

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

#### 3 Consideration and Payment

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

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

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

#### 4 Conditions of Payment

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

#### 5 Authorized Representatives

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

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

1<sup>st</sup> National Bank Building  
332 Minnesota Street, Suite E-200  
Saint Paul, MN 55101-1351  
Telephone: 651.259.7880  
E-mail Address: [Christina.Kennedy@state.mn.us](mailto:Christina.Kennedy@state.mn.us)

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

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Michael Muff

Date: 09/10/2015

SWIFT Purchase Order No.: 3-222507

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

By: [Signature]

(With delegated authority)

Title: Drew Evans - Assistant Superintendent

Date: 09/28/15

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

By: Jessie Lehoucq-Hotula

(With delegated authority)

Title: DDS Director

Date: 09/28/15

## Interagency Agreement

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

### Recitals

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

### 1.1 DUTIES OF DEED AND BCA

#### A. Under this agreement, DEED will:

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

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

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

B. Under this agreement, BCA will:

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



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

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

**C. Discretion:**

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

**2.1 CONSIDERATION AND TERMS OF PAYMENT**

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

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

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

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

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

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

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

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

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

#### **10.1 INFORMATION PRIVACY PROTECTION**

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

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

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

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

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

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

E. General provisions. BCA and DEED must:

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

F. Responding to Security Incidents and Data Breaches.

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

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

3. Corrective action. Upon identification of the root cause of any security incident or data breach by DEED or BCA, the affected agency will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, employee sanctions, or revising policies and procedures.

4. Reporting to the other party. Upon discovery of a security incident or data breach by DEED or BCA, the affected agency will make reports to the other agency's authorized representative. The affected agency will cooperate with requests and instructions received from the other agency regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the security incident, privacy incident, or breach.

#### 11.1 OTHER PROVISIONS.

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

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

APPROVED:

##### 1. STATE ENCUMBRANCE VERIFICATION

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

By: Hedi Warwick

Date: 6/5/2017

Purchase Order #: SC 125729 PR 29523  
PO 3000297364

##### 2. BUREAU OF CRIMINAL APPREHENSION

By: [Signature]

Designee

**Drew Evans, Superintendent**

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

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

6/20/17

3. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

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

*James R. Heyer*

Title: Deputy UI Division Director

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

6/20/2017

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**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**Services**

The OFFICE OF THE GOVERNOR agrees to provide:

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

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

**Term of Agreement**

*Effective date:* July 01, 2018

*Expiration date:* June 30, 2019

**Consideration and Payment**

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

The total obligation for the agency is \$119,600.00 for the fiscal year ending June 30, 2019. Fiscal year payment should be processed by July 15, 2018. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

**Conditions of Payment**

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

**Authorized Representative**

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

### Amendments

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

### Liability


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

### Termination

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

### AUTHORIZED SIGNATURES

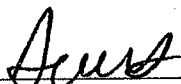
#### Agency Signature

By: 

Title: Deputy Comm

Date: 6/13/18

#### Office of the Governor Signature

By: 

Title: Dir. of Operations

Date: 6/13/18



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**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Housing Finance Agency (Minnesota Housing) and Department of Employment and Economic Development (DEED).

**WHEREAS**, DEED has been appropriated General Support Services money under Laws of Minnesota 2017, Regular Session, Chapter 94, article 1, Subd. 4 (b); and

**WHEREAS**, these appropriated funds are for operating the Interagency Olmstead Implementation Office (OIO); and

**WHEREAS**, the Governor has issued Executive Order 15-03 and named the Commissioner of Minnesota Housing the Chair of the Olmstead Sub-Cabinet; and

**WHEREAS**, for management purposes, Minnesota Housing will assume responsibility and authority for the OIO budget; and

**WHEREAS**, effective April 8, 2015, DEED and Minnesota Housing executed an Interagency Agreement that transferred two DEED employees to Minnesota Housing; transferred the remaining FY2015 appropriated funds for the Olmstead Office to Minnesota Housing (and in later years through Interagency Agreements for the FY2016, FY2017 and FY2018 appropriations); and transferred oversight responsibility for the administration of any future OIO agency collaboration tools, if needed, which are to be paid for from the OIO budget.

**NOW, THEREFORE**, Minnesota Housing and DEED agree to the following:

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** July 1, 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:** June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

- 2.1 Minnesota Housing will take physical possession, oversight and management of the FY2019 appropriated funds as of the effective date of the agreement.
- 2.2 All data at both Minnesota Housing and DEED, required to operate the OIO and fulfill the Executive Order 15-03 will be made accessible to the members of the OIO.

**3 Consideration and Payment**

- 3.1 DEED will transfer all FY2019 appropriations for the OIO (\$1,269,000) to Minnesota Housing within five days after receipt of the appropriations.

**4 Conditions of Payment**

N/A.

**5 Authorized Representative**

Minnesota Housing's Authorized Representative is Barbara Sporlein, Deputy Commissioner, 400 Wabasha Street No., Suite 400, St. Paul, MN 55010, 651-297-3125 or his/her successor. DEED's

Authorized Representative Jeremy Hanson Willis, Deputy Commissioner or his/her successor.

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**Minnesota Housing Finance Agency**

By: Barbara Spieker  
(with delegated authority)

Title: Deputy Commissioner

Date: 4-16-18

**Minnesota Department of Employment and Economic Development**

By: EDC  
(with delegated authority)

Title: Dept Comm

Date: 4/6/18

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**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**Agreement**

**1 Term of Agreement**

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

**2 Scope of Work**

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

**3 Consideration and Payment**

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

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

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

**4 Conditions of Payment**

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

**5 Authorized Representative**

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

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Jeffrey D Weber  
Date: 06/08/2018

SC 143036, PR 39847 & 39849, FY18 PO 3000337101

**2. Minnesota Department of Education**

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

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

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

**3. The Department of Employment & Economic Development**

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

Title: Deputy Commissioner Workforce Development

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

NOT

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

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

1. Services to be Performed:

Minnesota Management and Budget will provide staffing and support for the Children's Cabinet (Minnesota Statutes, section 4.045), including the coordination of interagency efforts seeking to ensure that all Minnesota children are healthy, safe, and prepared to achieve their full potential.

Authorized Agents:

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

MMB: Pete Bernardy, Results Management Director, or successor

DEED: Julie Freeman, Chief Financial Officer, or successor

2. Consideration and Terms of Payment:

In consideration for services provided, DEED agrees to contribute to this effort:

Total Cost for FY19 = \$20,000.00

You will receive an annual invoice from MMB in September 2018. This invoice should be paid within 30 days of receipt.

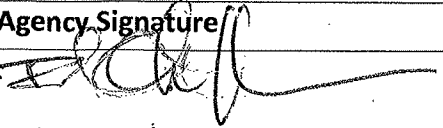
3. Term of Agreement:

This agreement is effective retroactive to 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: Pete Bernardy
Title: Deputy Commissioner	Title: Enterprise Director, Results Management
Date: 9/14/18	Date: 9/15/18

### Children's Cabinet Budget and Contributions for FY 2019

Budget		Contributions	
Salary and benefits		DHS	120,580
Director	152,522	MDH	120,580
Assistant	56,433	MDE	120,580
SPA Manager	134,540	DEED	20,000
SPA Manager	105,897	MHFA	49,664
		MNDOT	49,664
Travel	10,000	Met Council	49,664
Information Technology	3,480		
Other operating	1,000		
Subscription (Help me Grow)	3,800		
Contingency for leave liquidation	15,000		
Indirect costs	48,060		
<b>Total</b>	<b>530,732</b>		<b>530,732</b>

8/25/18

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**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**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 DEED: Blake Chaffee, Deputy Commissioner, or his successor, 1<sup>st</sup> National Bank Building, 332 Minnesota Street, Suite 200, St. Paul, MN 55101.

**2. Consideration and Terms of Payment:**

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

TOTAL COST: \$15,727

Enter a FY19 appropriation transfer in SWIFT to accounting string:

Fund – 2001, FinDeptID – G1010000, ApprID – G100102

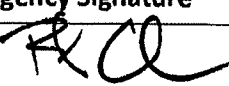
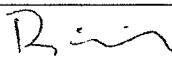


**1. Term of Agreement:**

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

**2. 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: 	Title: 
Date: 7/24/18	Date: 7-24-18

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**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**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 DEED: Blake Chaffee, Deputy Commissioner, or his successor, 1<sup>st</sup> National Bank Building, 332 Minnesota Street, Suite 200, 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= \$45,421**

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.

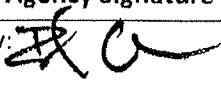
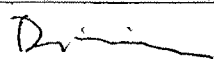
**3. Term of Agreement:**

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: <i>Deputy Commissioner</i>	Title: <i>CFO</i>
Date: <i>7/19/18</i>	Date: <i>7-20-18</i>



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**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**Agreement**

**1 Term of Agreement**

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

**2 Scope of Work**

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

**3 Consideration and Payment**

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

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

**4 Conditions of Payment**

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

**5 Authorized Representative**

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Jeffrey D Weber

Date: April 20, 2018

SC 140849 PR 37455 PO 3000332118

**2. MINNESOTA MANAGEMENT & BUDGET**

By: [Signature]  
(With delegated authority)

Title: CFO

Date: 4-23-14

**3. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

By: [Signature]  
(with delegated authority)

Title: Deputy Comm

Date: 4/23/2018

(B4)  
(42)  
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(25)

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Employment and Economic Development (DEED) and Minnesota Management and Budget (MMB).

Agreement

1 .Term of Agreement

- 1.1 *Effective date:* July 1, 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:* June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

Under this agreement MMB agrees to reimburse DEED for the cost of printing of warrants and other documents and reports for their delivery to MMB, or pick up by the Department of Administration, Central Mail.

DEED Duties and Responsibilities:

- Completing all printing jobs by agreed upon times.
- It is understood there are different dates and times for different warrant types and their associated processing.
  - ° SWIFT warrant printing
  - ° SEMA4 (Payroll): SEMA4 will have two types of warrant processing, scheduled and on-demand processing. The on-demand process is not scheduled and can occur at any time. The normal scheduled processing includes:
    - Files generated every other Saturday for the bi-weekly employee warrants (on-cycle).
    - Files generated for employee. "off-cycle" warrants three times every two weeks. This should occur every Wednesday morning, as well as every other Friday morning. Files generated vendor (deduction), garnishment, and tax) warrants every Wednesday morning.
- Tracking number of documents that have been printed within the billing period.
- Follow "Pull" warrant processes established by DEED and MMB.
- Procurement warrant stock and paper for printing of warrants and other documents. Folding and sealing all pressure-seal forms prior to pick-up by Central Mail.
- Bill MMB monthly with an itemized invoice for all printing completed. The invoice should include breakdowns for warrants by system, as well as a breakdown for other printing jobs. Billing MMB's state agency interface customers monthly with an itemized invoice of their warrants printed.
- Arranging for delivery of all documents to required destination.
- Maintain current contact information for problem notification and resolution.
- Work with MN.IT to develop, test, and implement a disaster recovery process.
- Work with MN.IT to develop a process for monitoring access to private payment data.

MMB Duties and Responsibilities:

- Defining print requirements for each print job

- Coordinating timely transmission of necessary print output files to DEED to enable printing of jobs.
- Reimbursing DEED upon receipt of monthly bill for services under this agreement.
- MMB staff will be available to answer questions, and problems will be resolved according to agreed upon procedures.
- Maintain current contact information for problem notification and resolution.
- Work with MN.IT to develop, test and implement a disaster recovery process.

### 3 Consideration and Payment

MMB will compensate DEED for printing of jobs completed according to the following rates:

Warrants	\$.08 each
Other documents / reports	
1-sided	\$.05 each
2-sided	\$.08 each

Itemized invoices will be filed in arrears, not more often than monthly, and within 30 days of the period covered by the invoice for work satisfactorily performed. Final invoice must be received no later than July 31, 2019.

The total obligation of MMB for all compensation and reimbursements to DEED under this agreement will not exceed \$10,000.00.

### 4 Conditions of Payment

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

### 5 Authorized Representative

MMB's Authorized Representative is Dennis Munkwitz, Chief Financial Officer, Suite 400, 658 Cedar Street, St. Paul, MN 55155, 651-201-8004 or his successor.

DEED's Authorized Representative is Julie Freeman, Chief Financial Officer, Suite E200, 332 Minnesota Street, St. Paul, MN 55101, 651-259-7085, or her successor.

### 6 Amendments

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

### 7 Liability

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

### 8 Termination

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

9 Data Practices

Each party must comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes 13, US Code Title 18 § 2721, and Minnesota Statutes section 171, as it applies to all data furnished to or by a party to this agreement, and as it applies to all data received by DEED under this agreement. DEED accepts responsibility for providing adequate supervision and training to its employees to ensure compliance with Data Practices Act and all applicable state and federal laws.

DEED will secure all data, whether in electronic or printed form from unauthorized access or disclosure while it is in their possession. Furthermore, DEED will not use or further disclose any data for any purpose other than as permitted by this agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: \_\_\_\_\_

*Maggie Hoff*

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

*6-29-18*

2. Minnesota Management and Budget

*P03-4676*

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

*Din*

(With delegated authority)

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

*CFO*

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

*6-29-18*

3. Department of Employment and Economic Development

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

*Mike Freeman*  
(With delegated authority)

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

*CFO*

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

*6/29/18*



## STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

### Agreement

#### 1 Term of Agreement

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

#### 2 Scope of Work

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

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

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

##### 2.1 Workshop One: Managerial Courage

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

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

##### 2.2 Workshop Two: Managerial Courage Tools

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

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

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55

## 2.3 Workshop Three: Business Model Alignment Presentations

This workshop will include Business Model Alignment Presentations from managers and supervisors. Additional topics include, but may not be limited to:

- Feedback on higher expectations, communication and emotional boundaries, assignments, and three-dimensional thinking/reflection assignments.
- Managerial Courage Tools: Building resilience through emotional intelligence outcomes (e.g., supporting optimism and staying focused on production in the midst of long-term, complex changes).
- Assignments on building resilience through emotional intelligence outcomes.

## 2.4 Workshop Four: Advanced Managerial Courage Principles and Tools

In this workshop, more advanced Managerial Courage concepts and skills will be discussed including, but may not be limited to:

- Feedback on building resilience through emotional intelligence outcomes assignments.
- Stewardship and the accompanying accountability.
- Change management frameworks such as, Lewin, McKinsey, AGILE, Kotter etc.

## 3 Consideration and Payment

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

Table 1: Breakdown of Costs

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

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

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

## 4 Conditions of Payment

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

## 5 Authorized Representative

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

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



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**ELECTRONIC DOCUMENT MANAGEMENT SYSTEM - CONTINUATION**

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

**1 Term of Agreement**

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

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

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

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

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

**3 Consideration and Payment**

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

**4 Conditions of Payment**

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

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

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

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

5. The AGENCY'S Authorized Representative is Julie Freeman, CFO, [julie.freeman@state.mn.us](mailto:julie.freeman@state.mn.us) or successor.

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**1. STATE TRANSFER VERIFICATION**

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

Signed: 

Date: 6/21/17

**3. Office of MN.IT Services**

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

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

**2. Minnesota Department of Employment and Economic Development**

By: 

(Blake Chaffee, With delegated authority)

Title: Chief Operating Officer,

Date: 6/21/2017

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**ELECTRONIC DOCUMENT MANAGEMENT SYSTEM**

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

**1 Term of Agreement**

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

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

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

**3 Consideration and Payment**

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

**4 Conditions of Payment**

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

DEED

ODY No. 18.032

SWIFT No.

CPRS No. 46417

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

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

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**1. STATE TRANSFER VERIFICATION**

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

Signed: 

Date: 6/21/17

**2. Minnesota Department of Employment and Economic Development**

By: 

(Blake Chaffee, With delegated authority)

Title: Chief Operating Officer

Date: 6/21/2017

**3. Office of MN.IT Services**

By: Tu Tong - CFO

Digitally signed by Tu Tong - CFO  
Date: 2017.06.29 10:53:20 -05'00'

Tu Tong, Chief Financial Officer

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

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT  
PFA Administrative Support for FY 2019**

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

**Agreement**

**1. Term of Agreement**

1.1. **Effective date:** July 1, 2018, or the date that all required signatures under Minnesota Statutes Section 16C.05, subdivision 2 are obtained, whichever is later.

1.2. **Expiration date:** June 30, 2019.

**2. Scope of Work**

2.1 The Department shall provide the fiscal, human resource, information technology, communications, payroll, and other general administrative support services necessary for the Authority to undertake its corporate purposes during fiscal year 2019.

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

**3. Consideration and Payment**

3.1. The total obligation of the Authority for all compensation to the Department for indirect general support services shall not exceed \$144,428 and shall be based on the actual approved agency indirect cost rate for the fiscal year (14.20%), applied to Authority direct salary costs, that product then reduced by the amount of severance costs paid directly by the Authority during the fiscal year.

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

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

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

**4. Conditions of Payment**

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

**5. Authorized Representatives**

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

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

**6. Amendments**

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

**7. Liability**

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

**8. Termination**

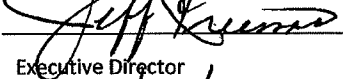
Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a cancellation, the Department shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

**9. Other Provisions**

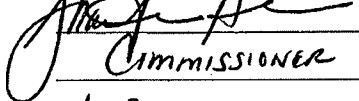
9.1 This Interagency Agreement does not release the Authority or the Department from their obligations under the State Revolving Fund program Operating Agreements, including any required corrective action in the event of misuse of funds or use of funds for ineligible purposes.

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

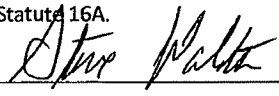
**1. Public Facilities Authority**

By:   
Title: Executive Director  
Date: 6/25/18

**2. Employment and Economic Development**

By:   
Title: COMMISSIONER  
Date: 6.25.18

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

By:   
PO date: 07/01/2018  
PO ID(s): B2401-3000002166