



Protecting, Maintaining and Improving the Health of All Minnesotans

October 14, 2019

Representative Lyndon Carlson, Sr.
Chair, Ways and Means Committee
479 State Office Building
St. Paul, MN 55155

Representative Pat Garofalo
Ranking Member, Ways and Means Committee
295 State Office Building
St. Paul, MN 55155

Senator Julie A. Rosen
Chair, Finance Committee
2113 Minnesota Senate Building
St. Paul, MN 55155

Senator Richard Cohen
Ranking Member, Finance Committee
2301 Minnesota Senate Building
St. Paul, MN 55155

Dear Legislators,

The purpose of this letter is to transmit the annual report on interagency agreements and transfers at the Minnesota Department of Health for fiscal year 2019 per requirements of Minnesota Statutes §15.0395, §16A.285 and §144.05 and the Laws of 2017, First Special Session, chapter 6, article 18, section 16, subdivision 2.

Please contact Brian Awsumb, Budget Director, at brian.awsumb@state.mn.us or call 651.201.5235, if you have questions or concerns with the report.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jan K. Malcolm'.

Jan K. Malcolm
Commissioner
PO Box 64975
St. Paul, MN 55164-0975

Attached Information:

- FY19 Interagency Agreements
- FY19 Transfers
- PDF copies of interagency agreements

CC:

Representative Tina Liebling

Chair, House Health and Human Services Finance Committee

Representative Joe Schomacker

Ranking Member, House Health and Human Services Finance Committee

Representative Rena Moran

Chair, Health and Human Services Policy Committee

Representative Debra Kiel

Ranking Member, Health and Human Services Policy Committee

Senator Michelle Benson

Chair, Health and Human Services Finance and Policy Committee

Senator John Marty

Ranking Member, Health and Human Services Finance and Policy Committee

Senator Jim Abeler

Chair, Human Services Reform Finance and Policy Committee

Senator Jeff Hayden

Ranking Member, Human Services Reform Finance and Policy Committee

FY 2019 Interagency Agreements

EFFECTIVE DATE	DURATION	No.	PURPOSE	REQUEST AGENCY	PROVIDE AGENCY	AMOUNT	LEGAL CITE
7/1/2011	6/30/2019	035665	Lease # 789 Lab building. 601 N. Robert	MDH	ADM	6,705,821	MS 471.59
7/1/2011	6/30/2019	035670	Lease # 861 Freeman building. 625 N. Robert	MDH	ADM	11,949,520	MS 471.59
7/1/2016	6/30/2019	080998	HIV Services planning and data analysis	DHS	MDH	6,737,125	MS 471.59
7/1/2017	6/30/2019	094371	Vital Records/child support enforcement	DHS	MDH	492,000	MS 471.59 MS 144.225
7/1/2015	6/30/2019	095028	Early learning services for screening and referral	MDE	MDH	800,000	MS 471.59
12/10/2015	6/30/2019	104178	Foreign-trained health care professionals grant	DEED	MDH	195,000	MS 471.59
12/22/2015	9/30/2019	104448	Statewide Longitudinal Data System grant	MDE	MDH	291,499	MS 471.59
1/1/2016	7/31/2020	109238	Meat sample testing	MDH	MDA	454,752	MS 471.59
1/1/2016	12/31/2019	103274	MN Immunization InfoConnection	DHS	MDH	1,614,230	MS 471.59
6/15/2016	12/31/2019	110773	Electronic exchange health records	DHS	MDH	5,967,448	MS 471.59
7/1/2016	6/30/2019	111629	County-based purchasing	MDH	DOC	900,000	MS 471.59
7/1/2016	6/30/2021	110569	Maternal and child health coordination of care	MDE	MDH	300,000	MS 471.59
7/1/2016	6/30/2019	111540	Facility monitoring of air samples	PCA	MDH	246,100	MS 471.59
11/1/2016	6/30/2019	117410	Health information exchange study	MDH	MMB	211,315	MS 471.59
1/1/2018	12/31/2022	136679	Background studies on licensees and other personnel	MDH	DHS	6,100,000	MS 44.057 MS 144.057 01
1/1/2017	8/31/2019	119191	Oral Health program technical assistance	MDH	DHS	190,993	MS 471.59
1/30/2017	1/30/2020	120256	Child Protection coordinator	MDH	DHS	330,000	MS 471.59
2/15/2017	8/31/2019	122731	Prescription Monitoring	MDH	MBOP	222,000	MS 471.59
7/1/2017	6/30/2019	146579	Attorney General service fees	MDH	AG	1,000,000	MS 471.59 MS 8.15 03
7/1/2017	6/30/2019	128332	Fire safety inspections for health facilities	MDH	DPS	1,120,617	MS 471.59
7/1/2017	6/30/2019	127091	Behavioral health homes model planning and implementation	DHS	MDH	530,000	MS 471.59
9/15/2017	6/30/2019	128149	Case mix review	DHS	MDH	3,500,000	MS 471.59 MS 144.0724
7/1/2017	4/30/2019	125587	Opiate antagonist/training emergency med. svc. (EMS) regions	DHS	MDH	300,000	MS 471.59
7/1/2017	6/30/2019	130558	Survey and certification of health facilities	DHS	MDH	11,700,000	MS 471.59
7/1/2017	6/30/2019	129724	TANF family planning	DHS	MDH	2,312,000	MS 256J.02 MS 471.59

EFFECTIVE DATE	DURATION	No.	PURPOSE	REQUEST AGENCY	PROVIDE AGENCY	AMOUNT	LEGAL CITE
7/1/2017	6/30/2019	129725	TANF home visiting	DHS	MDH	17,114,000	MS 256J.02 MS 471.59
7/1/2017	6/30/2019	129726	TANF reduce infant mortality	DHS	MDH	4,000,000	MS 256J.02 MS 471.59
7/1/2017	6/30/2019	129760	Shared services and spaces in the Freeman and Lab buildings	MDA	MDH	244,201	MS 471.59
8/14/2017	6/30/2019	129954	Safe Harbor technical assistance	MDH	DHS	100,000	MS 471.59
10/1/2017	9/30/2019	140244	Refugee health screening	DHS	MDH	794,256	MS 471.59 MS 144.05
11/15/2017	6/30/2019	134546	Veterinarian loan forgiveness program	OHE	MDH	750,000	MS 471.59
12/15/2017	6/30/2019	135291	Female genital cutting prevention and outreach	DHS	MDH	199,045	MS 471.59 MS 144.3872
2/28/2018	12/31/2019	137137	HIV/AIDS early intervention and outreach services	DHS	MDH	3,648,153	MS 471.59 MS 256.01 20
1/1/2018	9/30/2018	134947	Drinking water protection contract	MDH	MMB	110,450	MS 471.59
1/1/2018	6/30/2019	136391	e-Licensing initiatives contract	MDH	MMB	443,000	MS 471.59
3/1/2018	2/28/2021	139371	Help Me Grow initiative – Board on Aging	MDH	DHS	300,000	MS 471.59
10/17/2018	6/30/2019	149213	Develop Proposal Home Care (amended)	MDH	MMB	105,464	MS 471.59
6/19/2018	6/30/2019	143149	Managed Care Organization (MCO) Qual. Assurance Exams Data	DHS	MDH	571,641	MS 471.59 MS 256.01 02
7/28/2018	6/30/2020	143533	Child & Teen checkups	DHS	MDH	982,321	MS 471.59
7/1/2018	6/30/2019	144023	Environmental sample analysis	PCA	MDH	2,000,000	MS 471.59
7/1/2018	6/30/2019	144322	Performance and process improvement contract	MDH	MMB	146,000	MS 471.59
7/1/2018	6/30/2019	147363	The Children’s Cabinet	MDH	MMB	120,580	MS 471.59
7/1/2018	6/30/2020	145611	Nursing home dispute resolution	MDH	OAH	122,400	MS144A.10
8/28/2018	6/30/2019	146514	School health improvement program	MDE	MDH	113,624	MS 471.59
2/13/2019	12/30/2019	152451	Preschool Development grant federal pass-thru	MDE	MDH	391,915	MS 471.59
3/1/2019	6/30/2021	152758	MDH CWF Competitive Grant program (seal wells)	BWSR	MDH	280,000	MS 471.59
4/29/2019	6/30/2020	156651	Health Care Access survey	DHS	MDH	250,000	MS 471.59
5/21/2019	6/30/2021	156912	3M Consent Order Water sampling	PCA	MDH	145,000	MS 471.59
6/7/2019	12/31/2019	159058	Health Regulation Division redesign	MDH	MMB	250,800	MS 471.59
6/29/2016	8/31/2018	110224	Child & Teen checkups	DHS	MDH	380,000	MS 471.59
12/19/17	12/31/18	135163	Vulnerable Adult Treatment investigations	MDH	DHS	500,000	MS 471.59 MS 43A.055

FY 2019 Transfers

DATE	PURPOSE	LEGAL CITE	OUT FUND	OUT APP ID	OUT	IN FUND	IN APP ID	IN	AMOUNT
7/11/2018	Services of Governor's Office	MS 471.59	1000	H12004Z	MDH	2001	G391300	GOV	95,700.00
7/11/2018	Support statewide sustainability efforts	MS 471.59	1000	H12004Z	MDH	2001	G027203	ADMIN	27,000.00
7/12/2018	Contaminated sites rider implementation	17 093 01 002 06d	2801	R32G105	PCA	2801	H12431P	MDH	257,000.00
7/12/2018	Harmful chemicals in products rider implementation	17 093 01 002 02d	2800	R32E110	PCA	2800	H12530P	MDH	57,000.00
7/12/2018	Biomonitoring and health risks rider implementation	17 093 01 002 02f	2800	R32E115	PCA	2800	H12531P	MDH	689,000.00
7/13/2018	Biomonitoring activity implementation by HPCD	171 006 18 016 02 17 093 01 002 02f	2800	H12531P	MDH	2800	H12531B	MDH	512,000.00
7/13/2018	Share of administrative costs for new general fund appropriation	171 006 18 016 02	1000	H1201FA	MDH	1000	H12004Y	MDH	37,000.00
7/13/2018	Share of administrative costs for new general fund appropriation	171 006 18 016 02	1000	H1201KB	MDH	1000	H12004Y	MDH	23,000.00
7/13/2018	Share of administrative costs for new general fund appropriation	171 006 18 016 02	1000	H1201MB	MDH	1000	H12004Y	MDH	4,000.00
7/13/2018	Share of administrative costs for new general fund appropriation	171 006 18 016 02	1000	H1201PB	MDH	1000	H12004Y	MDH	1,000.00
7/13/2018	Share of administrative costs for new general fund appropriation	171 006 18 016 02	1000	H1201BJ	MDH	1000	H12004Y	MDH	2,000.00
7/13/2018	Epinephrine activity implemented by HRD	171 006 18 016 02 171 006 18 003 03	1000	H12001B	MDH	1000	H12002H	MDH	4,000.00
7/13/2018	Safe harbor training rider implementation	171 006 18 016 02 171 006 18 003 2e1	1000	H1202HB	MDH	1000	H1201HB	MDH	90,000.00
7/13/2018	Safe harbor protocols rider implementation	171 006 18 016 02 171 006 18 003 2e2	1000	H1203HB	MDH	1000	H1201HB	MDH	90,000.00
7/13/2018	Safe harbor evaluation rider implementation	171 006 18 016 02 171 006 18 003 2e3	1000	H1204HB	MDH	1000	H1201HB	MDH	20,000.00
7/13/2018	Newborn screening follow up activity implementation by CFH	171 006 18 016 02 171 006 18 003 003	1200	H12173S	MDH	1200	H12171A	MDH	118,000.00

DATE	PURPOSE	LEGAL CITE	OUT FUND	OUT APP ID	OUT	IN FUND	IN APP ID	IN	AMOUNT
7/13/2018	Information clearing house activity implemented by HRD	171 006 18 016 02 171 006 18 003 002	2360	H12192J	MDH	2360	H12192H	MDH	68,000.00
7/13/2018	Contaminates of concern activity implementation by PHL	171 006 18 016 02 171 006 18 003 003	2302	H12151P	MDH	2302	H12151S	MDH	150,000.00
7/13/2018	Operating adjustment rider implementation	171 006 18 016 02	1000	H12002H	MDH	1000	H12001A	MDH	51,000.00
7/13/2018	County-Based Purchasing DHS	008 364 00 017 00b	1200	H12177H	MDH	1000	G9R0017	MMB	77,000.00
7/13/2018	Vulnerable adults in health care rider implementation	171 006 18 016 02	1000	H1200BH	MDH	1000	H12002H	MDH	2,030,000.00
7/31/2018	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077062	DPS	2000	H12219B	MDH	64,150.00
8/1/2018	Support Statewide Executive Recruiter position at MMB	MS 471.59	1000	H12004Z	MDH	2001	G100102	MMB	23,861.00
8/2/2018	Drinking Water Revolving Fund administration	MS 446A.081 9, MS 446A.04, Subd. 5	8201	B240230	PFA	8201	H12638P	MDH	678,200.00
8/31/2018	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077062	DPS	2000	H12219B	MDH	90,700.00
9/5/2018	Safe Harbor penalty assessment	MS 609.3241 (c) 3	2000	G9R1044	MMB	2000	H12E97B	MDH	3,260.43
9/30/2018	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077062	DPS	2000	H12219B	MDH	55,100.00
9/30/2018	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077082	DPS	2000	H12219B	MDH	12,400.00
10/2/2018	Safe Harbor penalty assessment	MS 609.3241 (c) 3	2000	G9R1044	MMB	2000	H12E97B	MDH	1,895.63
10/25/2018	Birth Certificate Record Surcharge transfer to MMB for deposits into the account for the children's trust fund for the prevention of child abuse	MS 144.226 3	6000	H12600J	MDH	6000	G9R1017	MMB	19,893.00
10/31/2018	Correction of Health Regulation pool budget admin	171 006 18 016 02	1000	H12004Y	MDH	1000	H12002H	MDH	268,000.00
10/31/2018	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077062	DPS	2000	H12219B	MDH	57,200.00
11/2/2018	Safe Harbor penalty assessment	MS 609.3241 (c) 3	2000	G9R1044	MMB	2000	H12E97B	MDH	2,584.10
11/19/2018	Health Regulation redesign	171 006 18 016 02	1000	H12004Z	MDH	1000	H12002H	MDH	215,000.00

DATE	PURPOSE	LEGAL CITE	OUT FUND	OUT APP ID	OUT	IN FUND	IN APP ID	IN	AMOUNT
11/30/2018	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077062	DPS	2000	H12219B	MDH	55,550.00
12/5/2018	Safe Harbor penalty assessment	MS 609.3241 (c) 3	2000	G9R1044	MMB	2000	H12E97B	MDH	3,407.46
12/11/2018	Return of Public Health Response unused funds to control account	MS 144.4199	2001	H1201BR	MDH	2001	H1201CR	MDH	185,398.20
1/4/2019	Safe Harbor penalty assessment	MS 609.3241 (c) 3	2000	G9R1044	MMB	2000	H12E97B	MDH	3,202.82
1/23/2019	Birth Certificate Record Surcharge transfer to MMB for deposits into the account for the children's trust fund for the prevention of child abuse.	MS 144.226 3	6000	H12600J	MDH	6000	G9R1017	MMB	13,605.00
1/31/2019	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077062	DPS	2000	H12219B	MDH	79,350.00
2/11/2019	Safe Harbor penalty assessment	MS 609.3241 (c) 3	2000	G9R1044	MMB	2000	H12E97B	MDH	3,236.92
2/28/2019	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077062	DPS	2000	H12219B	MDH	71,850.00
3/6/2019	Home Visiting increase grant from administration	171 006 18 016 003 002	1000	H1201FA	MDH	1000	H1201EA	MDH	489,000.00
3/7/2019	Safe Harbor penalty assessment	MS 609.3241 (c) 3	2000	G9R1044	MMB	2000	H12E97B	MDH	9,172.91
3/31/2019	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077062	DPS	2000	H12219B	MDH	107,650.00
4/3/2019	Safe Harbor penalty assessment	MS 609.3241 (c) 3	2000	G9R1044	MMB	2000	H12E97B	MDH	2,652.23
4/18/2019	Bookkeeping: Health Equities initiatives 2014	14 312 30 003 002 MS 16A.53	1000	H12137C	MDH	1000	G9R0035	MMB	15,115.00
4/18/2019	Bookkeeping: Health Regulation CM credit card convenience fees	171 006 18 016 02 MS 16A.53	2001	H12234H	MDH	1000	G9R0035	MMB	20.72
4/18/2019	Bookkeeping: MERC Formula Grants - misaligned carryforward unexpended grant funds	13 108 12 006 000 MS 16A.53	1100	H12563J	MDH	1000	G9R0035	MMB	5,275.50

DATE	PURPOSE	LEGAL CITE	OUT FUND	OUT APP ID	OUT	IN FUND	IN APP ID	IN	AMOUNT
4/18/2019	Bookkeeping: MERC Family Medicine Residency 2013 MS 16A.53 carve out repealed	13 108 12 006 000 MS 16A.53	1100	H12562J	MDH	1000	G9R0035	MMB	7,370.00
4/18/2019	Birth Certificate Record surcharge transfer to MMB for deposits into the account for the children's trust fund for the prevention of child abuse.	MS 144.226 3	6000	H12600J	MDH	6000	G9R1017	MMB	18,347.00
4/30/2019	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077062	DPS	2000	H12219B	MDH	95,900.00
5/03/2019	Safe Harbor penalty assessment	MS 609.3241 (c) 3	2000	G9R1044	MMB	2000	H12E97B	MDH	3,729.93
5/31/2019	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077062	DPS	2000	H12219B	MDH	90,900.00
6/6/2019	Safe Harbor penalty assessment	MS 609.3241 (c) 3	2000	G9R1044	MMB	2000	H12E97B	MDH	1,712.42
6/18/2019	Drinking Water Revolving Fund administration – unspent balance	MS 446A.081 9, MS 446A.04, Subd. 5	8201	B240230	PFA	8201	H12638P	MDH	-145,712.86
6/30/2019	Safe Harbor penalty assessment	MS 609.3241 (c) 3	2000	G9R1044	MMB	2000	H12E97B	MDH	3,905.66
6/30/2019	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077082	DPS	2000	H12219B	MDH	28,400.00
6/30/2019	Driving impairment fines deposited to traumatic brain injury	MS 171.29 2C	2000	P077082	DPS	2000	H12219B	MDH	4,075.00
6/30/2019	Safe Harbor penalty assessment	MS 609.3241 (c) 3	2000	G9R1044	MMB	2000	H12E97B	MDH	2,518.30
7/10/2019	Funds moved for alignment: program restructuring and roll funds into new fiscal year; change of Appr ID#	171 006 18 016 02	2360	H12191D	MDH	2360	H12191E	MDH	500,000.00
7/12/2019	Actual transfer for MERC administration	MS 62J.692 Subd. 4(g)	1100	H12563J	MDH	1100	H12569J	MDH	149,500.00
7/17/2019	LAC Approved Odyssey All Payer Claims Database ITA20.058	MS 16E.21	2360	H12192J	MDH	2001	G466136	MNIT	280,000.00
7/17/2019	LAC Approved Odyssey All Payer Claims Database ITA20.058	MS 16E.21	2360	H12196J	MDH	2001	G466136	MNIT	75,000.00

DATE	PURPOSE	LEGAL CITE	OUT FUND	OUT APP ID	OUT	IN FUND	IN APP ID	IN	AMOUNT
7/17/2019	LAC Approved Odyssey All Payer Claims Database ITA20.058	MS 16E.21	2360	H1219KJ	MDH	2001	G466136	MNIT	146,155.00
7/17/2019	LAC Approved Odyssey All Payer Claims Database ITA20.058	MS 16E.21	2360	H1219MJ	MDH	2001	G466136	MNIT	120,000.00
7/17/2019	LAC Approved Odyssey All Payer Claims Database ITA20.058	MS 16E.21	1000	H12002J	MDH	2001	G446136	MNIT	1,872.00
7/17/2019	LAC Approved Odyssey Provider Network Adequacy ITA20.044	MS 16E.21	1200	H12172H	MDH	2001	G466123	MNIT	100,000.00
7/17/2019	LAC Approved Odyssey Provider Network Adequacy ITA20.044	MS 16E.21	1000	H12002J	MDH	2001	G466123	MNIT	20,000.00
7/17/2019	LAC Approved Odyssey Provider Network Adequacy ITA20.044	MS 16E.21	2360	H12192J	MDH	2001	G466123	MNIT	20,000.00
7/17/2019	LAC Approved Odyssey MMB Enterprise Systems ITA20.042	MS 16E.21	1000	H12204Z	MDH	2001	G466121	MNIT	200,000.00
7/17/2019	LAC Approved Odyssey MMB Enterprise Systems ITA20.042	MS 16E.21	1000	H12001A	MDH	2001	G466121	MNIT	200,000.00
7/17/2019	LAC Approved Odyssey Business Process Automation ITA20.040	MS 16E.21	1000	H12003R	MDH	2001	G466119	MNIT	250,000.00
7/17/2019	LAC Approved Odyssey eLicensing system ITA20.041	MS 16E.21	2360	H12192J	MDH	2001	G466120	MNIT	60,000.00
7/17/2019	LAC Approved Odyssey eLicensing system ITA20.041	MS 16E.21	1000	H12003P	MDH	2001	G446120	MNIT	350,000.00
7/17/2019	LAC Approved Odyssey eLicensing system ITA20.041	MS 16E.21	1000	H12002J	MDH	2001	G446120	MNIT	80,000.00
7/17/2019	LAC Approved Odyssey eLicensing system ITA20.041	MS 16E.21	1000	H12004Z	MDH	2001	G446120	MNIT	500,000.00
7/17/2019	LAC Approved Odyssey MMB Enterprise Systems ITA20.049	MS 16E.21	1000	H12004Z	MDH	2001	G446128	MNIT	200,000.00
7/17/2019	LAC Approved Odyssey Medical Cannabis Registry ITA20.043	MS 16E.21	1000	H12047M	MDH	2001	G466122	MNIT	150,000.00
7/17/2019	Funds moved for alignment: program restructuring and roll funds into new fiscal year; change of Appr ID#	171 006 18 016 02	2360	H12191D	MDH	2360	H12191E	MDH	500,000.00

DATE	PURPOSE	LEGAL CITE	OUT FUND	OUT APP ID	OUT	IN FUND	IN APP ID	IN	AMOUNT
7/18/2019	Funds moved for alignment: program restructuring and roll funds into new fiscal year; change of Appr ID#	171 006 18 016 02	2000	H12288D	MDH	2000	H12288E	MDH	2,000.00
7/23/2018	Transfer administrative money between administrative accounts	171 006 18 016 02	1000	H12004Y	MDH	1000	H12001A	MDH	250,000.00
7/23/2018	Transfer administrative money between administrative accounts	171 006 18 016 02	1000	H12004Y	MDH	1000	H12001B	MDH	40,000.00
7/23/2018	Transfer administrative money between administrative accounts	171 006 18 016 02	1000	H12004Y	MDH	1000	H12003S	MDH	250,000.00
7/23/2018	Transfer administrative money between administrative accounts	171 006 18 016 02	1000	H12004Y	MDH	1000	H12004Z	MDH	160,000.00
7/23/2018	Transfer administrative money between administrative accounts	171 006 18 016 02	1000	H12003R	MDH	1000	H12004Z	MDH	116,000.00
7/23/2018	Transfer administrative money between administrative accounts	171 006 18 016 02	1000	H12004Y	MDH	1000	H12003P	MDH	107,000.00
7/23/2018	Transfer administrative money between administrative accounts	171 006 18 016 02	1000	H12004Y	MDH	1000	H12004Z	MDH	500,000.00
7/25/2019	LAC Approved Odyssey External Website Modernization ITA20.042	MS 16E.21	1000	H12001B	MDH	2001	G466121	MNIT	40,000.00
7/25/2019	LAC Approved Odyssey External Website Modernization ITA20.042	MS 16E.21	1000	H12003S	MDH	2001	G466121	MNIT	250,000.00
7/25/2019	LAC Approved Odyssey Business Process Automation ITA20.040	MS 16E.21	1000	H12004Z	MDH	2001	G466119	MNIT	116,000.00
8/6/2019	Bookkeeping: MERC Family Medicine Residency 2013 MS 16A.53 carve out repealed	13 108 12 006 000 MS 16A.53	1100	H12563J	MDH	1000	G9R0035	MMB	2.76
8/7/2019	Forfeitures for distribution to crime victims services organizations	MS 609.5315 5B3	2000	P076PF2	DPS	2000	H12E97B	MDH	3,020.55
8/7/2019	Funds moved for alignment: program restructuring and roll funds into new fiscal year; change of Appr ID#	171 006 18 016 02	2000	H12288D	MDH	2000	H12288E	MDH	5,377.37
8/7/2019	Funds moved for alignment: program restructuring and roll funds into new fiscal year; change of Appr ID#	171 006 18 016 02	2000	H12289D	MDH	2000	H12289E	MDH	57,495.94

DATE	PURPOSE	LEGAL CITE	OUT FUND	OUT APP ID	OUT	IN FUND	IN APP ID	IN	AMOUNT
8/7/2019	Funds moved for alignment: program restructuring and roll funds into new fiscal year; change of Appr ID#	171 006 18 016 02	2360	H12191D	MDH	2360	H12191E	MDH	1,920,0633.25
8/9/2019	Actual transfer against anticipated	171 006 18 016 02	2001	H12203Y	MDH	2001	H12203E	MDH	666,772.38
9/10/2019	To align indirect expenses due to program structure and actual expenses	171 006 18 016 02	2001	H12203Y	MDH	2001	H12203E	MDH	747.50
9/12/2019	To align indirect expenses due to program structure and actual expenses	171 006 18 016 02	2001	H12203Y	MDH	2001	H12203Z	MDH	3,581,813.08
9/16/2019	To align indirect expenses due to program structure and actual expenses	171 006 18 016 02	2001	H12203Y	MDH	2001	H12203Z	MDH	515,827.29

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement is between the Office of MN.IT Services (“MNIT”) and the Minnesota Department of Health (“AGENCY”).

Recitals

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, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This project will evaluate electronic workflow solutions to automate manual and paper-based processes for critical AGENCY business operations including financial management, human resources, facilities management, and other centrally shared services. MNIT resources will be needed to carefully gather business requirements and design a plan and approach to identify, procure, pilot and implement technology solutions. These solutions will strengthen internal controls, improve productivity, reduce manual handoffs, improve workflow and tracking, increase process transparency, create ability to track and report performance metrics, and strengthen records retention compliance for services used by all divisions across the department.

3 Consideration and Payment

The AGENCY agrees to contribute \$416,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA 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 MNIT 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 Authorized Representatives

The AGENCY’S Authorized Representative is Margaret Kelly, Chief Financial Officer, by phone at 651-201-5055, or by email Margaret.Kelly@state.mn.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their 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


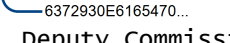
Each party is responsible for its own acts and behavior and the results thereof.

8 Termination

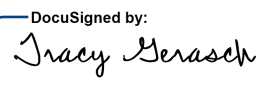
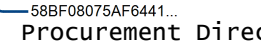
Either party may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.

Signatures:

1. Minnesota Department of Health
(With delegated authority)

By: 
Title: 
6372930E6165470...
Deputy Commissioner, CFO
Date: 6/26/2019

2. Office of MN.IT Services
(With delegated authority)

By: 
Title: 
58BF08075AF6441...
Procurement Director
Date: 6/26/2019

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement is between the Office of MN.IT Services (“MNIT”) and the Minnesota Department of Health (“AGENCY”).

Recitals

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, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This is an existing project, and requested funds are for remaining project activity. The purpose of the project is the ongoing work to consolidate and migrate AGENCY credentialing, permitting, certificates, licensing and other functions on to a common platform to avoid future cost growth, improve service to the public, and mitigate operational and financial fraud risks.

This project will allow the AGENCY to implement a common electronic system to support AGENCY programs that issue credentials (includes licenses, permits, certificates, or other credentials) or collect fees in order to

- 1) Create internal efficiencies for credentialing, inspection, complaint and enforcement management,
- 2) Improve internal controls
- 3) Provide electronic services to citizens,
- 4) Provide a secure environment.

3 Consideration and Payment

The AGENCY agrees to contribute \$990,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA 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 MNIT 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 Authorized Representatives

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MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their 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.

Signatures:

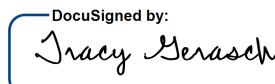
1. Minnesota Department of Health
(With delegated authority)

By: 
6372930E6165470...

Title: Deputy Commissioner, CFO

Date: 6/26/2019

2. Office of MN.IT Services
(With delegated authority)

By: 
58BF08075AF6441...

Title: Procurement Director

Date: 6/26/2019

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This Interagency Agreement is between the Office of MN.IT Services (“MNIT”) and the Minnesota Department of Health (“AGENCY”).

Recitals

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, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The goal of this project is to modernize the AGENCY’S external website, which serves as a vital tool for sharing information about both routine and emergency public health issues with stakeholders around the state. While AGENCY has one of the largest websites among state agencies, the site has been historically under-resourced and it is showing its age.

To ensure the ongoing ability to provide vital information to Minnesotans online, there is an urgent need to improve the accessibility, functionality and user experience of our site. Improvements to website navigation and introduction of a content management system to allow greater centralized control and curation are also needed.

Significant progress has been made toward a new site, including the completion of extensive research, design and planning related to user experience, and the restructuring the existing site’s content to better reflect the way users understand and look for AGENCY information.

The final phase of this project, migrating the site into a content management system and updating the design, is needed to ensure the site has all elements in place to maintain a clean, customer-friendly site in the future.

3 Consideration and Payment

The AGENCY agrees to contribute \$740,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA 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 MNIT 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 Authorized Representatives

The AGENCY’S Authorized Representative is Margaret Kelly, Chief Financial Officer, by phone at 651-201-5055, or by email Margaret.Kelly@state.mn.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their 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.

Signatures:

1. Minnesota Department of Health

(With delegated authority)

By: 
Title: 6372930E6165470...
Deputy Commissioner, CFO

Date: 6/26/2019

2. Office of MN.IT Services

(With delegated authority)

By: 
Title: 58BF08075AF6441...
Procurement Director

Date: 6/26/2019

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement is between the Office of MN.IT Services (“MNIT”) and the Minnesota Department of Health (“AGENCY”).

Recitals

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, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This project is part of an upgrade plan to address the current IT gaps in the ability to support business processes and the system architecture of the Office of Medical Cannabis (OMC) patient registry. This project entails rebuilding the OMC registry with new code.

3 Consideration and Payment

The AGENCY agrees to contribute \$150,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

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(With delegated authority)

By: 
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Title: Procurement Director
Date: 6/26/2019

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This project includes requirements gathering, a formal assessment by MNIT staff of options for a provider network adequacy system to be used to enable verification and analysis of provider networks submitted by health plans, and purchase/implementation of the product that best meets program needs within the available budget. The current process of conducting network adequacy reviews relies on spreadsheets and time-consuming manual processes. As a result, staff are unable to independently verify that providers exist, are licensed, and that the information provided about their services, specialties, or availability is accurate. Being able to compare and analyze networks that are offered across health plans or across regions of the state will also allow the AGENCY to better understand where provider shortages may be impacting availability and timeliness of care; ensure that health plans are meeting state statutory requirements related to network adequacy; and track trends in network designs over time.

3 Consideration and Payment

The AGENCY agrees to contribute \$140,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

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4.3 The AGENCY shall not begin project activity until the MNIT 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.

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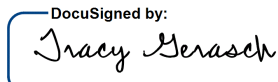
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(With delegated authority)

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Title: 6372930E6165470...
Deputy Commissioner, CFO
Date: 6/26/2019

2. Office of MN.IT Services
(With delegated authority)

By: 
Title: 58BF08075AF6441...
Procurement Director
Date: 6/26/2019

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This project will build out and develop the AGENCY’s Health Economics Program (HEP) Minnesota All Payer Claims Database (MN APCD) data warehouse, data marts, and business intelligence reporting to expand the use of recent upgrades to the MN APCD.

Completion of this project will allow the AGENCY to more readily and consistently extract information, form insights, and visualize results from the data contained in the MN APCD data collection. Enhancing the use of a business intelligence product will provide improved capabilities for interacting with and visualizing data while reducing overall demands for specialized knowledge. In addition, development of system documentation, standard operating procedures, and user training material will continue to enhance AGENCY deliverables from the MN APCD.

3 Consideration and Payment

The AGENCY agrees to contribute \$623,027.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

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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 Authorized Representatives

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6 Amendments

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

7 Liability


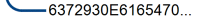
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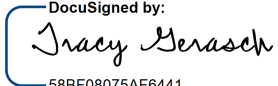
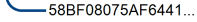
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Signatures:

1. Minnesota Department of Health
(With delegated authority)

By: 
Title: 
Deputy Commissioner, CFO
Date: 6/26/2019

2. Office of MN.IT Services
(With delegated authority)

By: 
Title: 
Procurement Director
Date: 6/26/2019

DEPARTMENTAL LEASE

LESSOR: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as LESSEE) Department of Health	
BUILDING NAME/ADDRESS Ag/Health Lab, 601 N. Robert	DIVISION/SECTION NAME

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of eighty two thousand five hundred eighty-four (82,584) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

<u>Level/Suite No.</u>	<u>Square Feet</u>	<u>Use</u>
Basement	753	Shared Office
First	16,780	Office
First	11,293	Shared Office
Second	5,825	Shared Office
Second	20,267	Office
Third	7,691	Shared Office
Third	19,975	Office
TOTAL	82,584	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2017 and continuing through June 30, 2019.
3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

FY: 18	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/17 - 6/30/18	Basement	753		\$39.80		\$2,497.45	\$7,492.35	\$29,969.40
	First	28,073		\$39.80		\$93,108.78	\$279,326.34	\$1,117,305.36
	Second	26,092		\$39.80		\$86,538.47	\$259,615.41	\$1,038,461.64
	Third	27,666		\$39.80		\$91,758.90	\$275,276.70	\$1,101,106.80
TOTAL		82,584				\$273,903.60	\$821,710.80	\$3,286,843.20

FY: 19	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/18 - 6/30/19	Basement	753		\$41.40		\$2,597.85	\$7,793.55	\$31,174.20
	First	28,073		\$41.40		\$96,851.85	\$290,555.55	\$1,162,222.20
	Second	26,092		\$41.40		\$90,017.40	\$270,052.20	\$1,080,208.80
	Third	27,666		\$41.40		\$95,447.70	\$286,343.10	\$1,145,372.40
TOTAL		82,584				\$284,914.80	\$854,744.40	\$3,418,977.60

4. **DUTIES OF LESSOR AND LESSEE** See Exhibit B.
5. **LESSEE ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

LESSEE:
DEPARTMENT OF HEALTH

By _____
REAL ESTATE AND CONSTRUCTION SERVICES
Date _____

By _____
Title _____
Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

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

By _____
Title _____
Date _____

By *Amel Dillone*
Date 7/21/17
Contract No. 35665

DEPARTMENTAL LEASE

LESSOR: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as LESSEE) Department of Health	
BUILDING NAME/ADDRESS Orville L. Freeman, 625 N. Robert	DIVISION/SECTION NAME

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of one hundred sixty thousand eight hundred twenty-eight (160,828) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

<u>Level/Suite No.</u>	<u>Square Feet</u>	<u>Use</u>
Basement	1,056	Prorated Shared
First	11,134	Office
First	27,330	Prorated Shared
Second	16,144	Office
Second	11,311	Prorated Shared
Third	34,508	Office
Third	4,661	Prorated Shared
Fourth	34,827	Office
Fourth	5,731	Prorated Shared
Fifth	12,823	Office
Fifth	1,303	Prorated Shared
TOTAL	160,828	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2017 and continuing through June 30, 2019.
3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

FY: 18	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/17 - 6/30/18	Basement	1,056		\$36.40		\$3,203.20	\$9,609.60	\$38,438.40
	First	38,464		\$36.40		\$116,674.13	\$350,022.39	\$1,400,089.56
	Second	27,455		\$36.40		\$83,280.17	\$249,840.51	\$999,362.04
	Third	39,169		\$36.40		\$118,812.63	\$356,437.89	\$1,425,751.56
	Fourth	40,558		\$36.40		\$123,025.93	\$369,077.79	\$1,476,311.16
	Fifth	14,126		\$36.40		\$42,848.87	\$128,546.61	\$514,186.44
TOTAL		160,828				\$487,844.93	\$1,463,534.79	\$5,854,139.16

FY: 19	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/18 - 6/30/19	Basement	1,056		\$37.90		\$3,335.20	\$10,005.60	\$40,022.40
	First	38,464		\$37.90		\$121,482.13	\$364,446.39	\$1,457,785.56
	Second	27,455		\$37.90		\$86,712.04	\$260,136.12	\$1,040,544.48
	Third	39,169		\$37.90		\$123,708.76	\$371,126.28	\$1,484,505.12
	Fourth	40,558		\$37.90		\$128,095.68	\$384,287.04	\$1,537,148.16
	Fifth	14,126		\$37.90		\$44,614.62	\$133,843.86	\$535,375.44
TOTAL		160,828				\$507,948.43	\$1,523,845.29	\$6,095,381.16

4. **DUTIES OF LESSOR AND LESSEE** See Exhibit B.
5. **LESSEE ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

LESSEE:
DEPARTMENT OF HEALTH

By _____
REAL ESTATE AND CONSTRUCTION SERVICES

By _____

Title _____

Date _____

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

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

By *Amel Kelloni*

By _____

Date 1/21/17

Title _____

Contract No. 356110

Date _____

AMENDMENT #5 FOR INTERAGENCY AGREEMENT

Amendment Number: 5 to IAK% 80998

Grant Contract Start Date: July 1, 2014

Original Grant Contract Expiration Date: June 30, 2015

Current Grant Contract Expiration Date: June 30, 2019

Requested Grant Contract Expiration Date: June 30, 2019

Original Grant Contract Amount: \$401,377

Total Grant Contract Amount: \$ 6,737,125

Previous Amendment(s) Total: \$ 6,194,379

Amendment Amount: \$ 141,369

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Disability Services Division ("REQUESTING AGENCY") and Minnesota Department of Health ("PROVIDING AGENCY"), identified as No. 5 to Interagency Agreement IAK%80998.

Recitals

WHEREAS, Requesting Agency has an interagency agreement with the Providing Agency identified as IAK%80998, dated August 14, 2014 ("Original Interagency Agreement"), to provide HIV services planning; HIV services and surveillance data management; assistance with Ryan White HIV/AIDS Treatment Act of 2009 ("Ryan White")-Parts A, B, C and D reports; Part B Health Resources and Services Administration ("HRSA") application data; eHARS to CAREWare project management,-Care Link Services and Prevention with Positives. The Original Interagency Agreement was previously amended June 30, 2015, March 9, 2016, July 1, 2016 and August 30, 2017 to add additional time, services and funding; and

WHEREAS, Requesting Agency requires Providing Agency to provide the services included in the Original Interagency Agreement for an additional three years, requires the Providing Agency broaden the scope of services covered in the Original Interagency Agreement and subsequent Amendments and requires the Providing Agency to provide additional services not covered in the Original Interagency Agreement or subsequent amendments.

Requesting Agency and Providing Agency are willing to amend the Original Interagency Agreement as stated below.

Therefore, the parties agree that:

Revised 04/2015

Interagency Agreement Amendment

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

REVISION 1. Clause 1. "Providing Agency Duties" is amended as follows:

- I. **PROVIDING AGENCY DUTIES.** Providing agency shall: For the period beginning July 1, 2014, through June 30, 2019 the following services provided under this agreement will be performed by PROVIDING AGENCY within the STD/HIV/TB Section with the Infectious Disease Epidemiology Prevention and Control Division under the supervision of Krissie Guerard, Section Manager, or her successor. Services will include the following: HIV services planning; HIV services and surveillance data management; assistance with Ryan White HIV/AIDS treatment Act of 2009 ("Ryan White") Parts A, B, C and D reports; Part B Health Resources and Services Administration ("HRSA") application data; the eHars to CAREWare Project; expanded Care Link Services; Pre-Exposure Prophylaxis (PrEP) services; development of a plan for ~~and~~ management of and completion of a legislative report on an HIV Statewide Strategy; coordinating CAREWare and the eHARS to CAREWare project; ~~and~~ planning, developing and delivering CAREWare related trainings and written CAREWare resources, providing HIV Care and Prevention Epidemiological data collection, analysis and reporting; and Prevention with Positives programming.

REVISION 2: Clause I. "Providing Agency Duties" paragraph A is amended as follows:

A. Staffing:

Provide and maintain staffing as described in Attachments A, C-2, ~~and C-4~~ and C-5. Attachment C-5 replaces attachments C-3 and C-4 in their entirety. PROVIDING AGENCY shall provide the REQUESTING AGENCY with written notice of staff changes and or position responsibility changes within 30 days of each change throughout the contract agreement.

1. Supervision of staff and services described within the contract shall be provided by ~~Thae LeCristyn Rybak~~, Information Technology Services Supervisor; Allison LaPointe, Epidemiology and Surveillance Unit Manager; Krissie Guerard, STD/HIV/TB Section Manager; Julie Hanson-Perez, Assistant Section Manager; Brian Kenrick, Health Program Supervisor and Marcie Babcock, Supervisor, or their successors.
2. PROVIDING AGENCY will provide REQUESTING AGENCY position descriptions for each staff position listed in this contract.

REVISION 3: Clause I "Providing Agency Duties" paragraph 8 is amended as follows:

8. **Additional Duties.** PROVIDING AGENCY shall perform the additional duties as detailed in Attachments B-1, B-2, B-3, B-4, B-5 and B-6 which are attached and incorporated into this Agreement. PROVIDING AGENCY shall submit to REQUESTING AGENCY FOR REQUESTING AGENCY'S review and comment, prior to release, all aggregate data of individually identifiable information developed by PROVIDING AGENCY under this Agreement that will be released and published to the public.

PROVIDING AGENCY shall provide REQUESTING AGENCY comprehensive work plans for all programs funded through this contract by August 31 each year for REQUESTING AGENCY's review and approval. Work plans shall provide a description of program objectives and associated activities/tasks, timeline for initiation and completion of activities and responsible staff for each funded program. Progress on work plans will be described in the quarterly reports described in Clause 5 a. REQUESTING AGENCY will provide work plan template to PROVIDING AGENCY by 7/15/2017.

REVISION 4: Clause II "Consideration and Terms of Payment" is amended as follows:

- A. **Consideration.** Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY in the amount of ~~six million, five hundred ninety five thousand, seven hundred fifty six dollars (\$6,595,756)~~, six million, seven hundred thirty-seven thousand, one hundred and twenty five dollars (\$6,737,125) as described in Attachment A, Attachment C-2, ~~and Attachment C-4~~, and Attachment C-5 which are incorporated and made part of this agreement. Attachment C-5 replaces attachments C-3 and C-4 in their entirety.

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

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: Debra Hedman

Date: 7/1/18

Grant No: 80998

**3. Department of Human Services
(REQUESTING AGENCY)**

Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.

By (with delegated authority): Cheri

Title: Princ Gannin

Date: 7.17.18

2. Department of Health (PROVIDING AGENCY)

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of Providing Agency.

By: Dawn Udeman

Title: Accounting Supervisor Principal

Date: 7/9/18

Attachment C-5
MDH Budget SFY2017 - 2019

July 1, 2016 - June 30, 2017

Position	Rate	Benefits/care/ware		RDC/RW/Suports		Other		Salary		FTE		Salary		FTE		Salary	
		FTE	Rate	FTE	Rate	FTE	Rate	FTE	Rate	FTE	Rate	FTE	Rate	FTE	Rate	FTE	Rate
Thao Le, IT Supervisor	\$ 108,189	0.05	\$ -	0.05	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.10	\$ -
My Nguyen, IT4	\$ 97,403	0.05	\$ -	0.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.55	\$ -
Tina Klein, IT2	\$ 72,993	0.15	\$ -	0.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.90	\$ -
Cheryl Barber, Epi Senior	\$ 84,003	0.05	\$ 4,200	0.00	\$ -	0.10	\$ 8,400	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.15	\$ 12,600
Lenore Rogers, Office Ad	\$ 46,518	0.50	\$ 23,259	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.50	\$ 23,259
Student Worker	\$ 37,605	0.25	\$ 9,401	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.25	\$ 9,401
Alison La Pointe, Epi Supe	\$ 89,768	0.00	\$ -	0.00	\$ -	0.05	\$ 4,488	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.05	\$ 4,488
McKinzie Weofel, Health	\$ 67,368	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 67,368	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 67,368
Marcie Babcock, Health P	\$ 89,768	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.05	\$ 4,488	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.05	\$ 4,488
Student Worker	\$ 37,605	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.50	\$ 18,803	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.50	\$ 18,803
Japhet Nyakundi, Health	\$ 67,368	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 67,368	0.00	\$ -	0.00	\$ -	1.00	\$ 67,368
Dominique Cavallo, Carev	\$ 67,368	0.00	\$ -	1.00	\$ 67,368	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 67,368
Alvine Laure Ekame, Plan	\$ 97,412	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 97,412	0.00	\$ -	1.00	\$ 97,412
Jared Shenk, Epi Int	\$ 67,368	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 67,368	0.00	\$ -	1.00	\$ 67,368
Salary Totals																	

59xx

Cost Description	Rate	FTE	Rate	FTE	Rate	FTE	Rate	FTE	Rate	FTE	Rate	FTE	Rate	FTE	Rate	FTE	Rate
Fringe @ 31.9%	\$ 11,758		\$ 21,490		\$ 4,111		\$ 28,920		\$ 21,490		\$ 31,074		\$ 21,490		\$ 140,336		
Travel	\$ -		\$ 540		\$ -		\$ 7,283		\$ 5,000		\$ -		\$ -		\$ 12,823		
Equipment	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		
Supplies	\$ 5,000		\$ 2,000		\$ -		\$ 26,971		\$ 22,500		\$ 1,500		\$ -		\$ 57,971		
Contractual	\$ -		\$ -		\$ -		\$ -		\$ 400,000		\$ 60,000		\$ -		\$ 460,000		
Other	\$ 315		\$ 690		\$ 45		\$ 465		\$ 300		\$ 300		\$ 852		\$ 2,967		
MNIT Expenses	\$ 28,001		\$ 143,581		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 171,582		
Total Direct	\$ 81,935		\$ 235,669		\$ 17,045		\$ 154,298		\$ 516,658		\$ 190,286		\$ 89,710		\$ 1,285,603		
Indirect @ 10%	\$ 8,193		\$ 23,567		\$ 1,705		\$ 15,430		\$ 51,666		\$ 19,029		\$ 8,971		\$ 128,560		
Total																	

Travel																	
Mileage (0.54/per mile)			\$ 540					\$ 5,000									
Unmarked state car (\$460 per mnth)							\$ 6,683										
Parking (\$48 per month)							\$ 600										
Supplies																	
Security Software	\$ 5,000		\$ 2,000							\$ 15,000		\$ 1,500					
computer										\$ 7,500							
materials																	
Condoms																	
Contractual														\$ 60,000			
Facilitator, travel, space rental																	
Other																	
Communications (\$300 per FTE)	\$ 315		\$ 690		\$ 45		\$ 465		\$ 300		\$ 300		\$ 852				

July 1, 2017 - June 30, 2018

Staff Person	Salary	Health Insurance	Life Insurance	Retirement	Supplies	Travel	Other	Total	Salary	Health Insurance	Life Insurance	Retirement	Supplies	Travel	Other	Total	
Thao Le, IT Supervisor	\$ 111,435	0.05	\$ -	0.05	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.10	\$ -
My Nguyen, IT4	\$ 100,325	0.05	\$ -	0.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.55	\$ -
Tina Klein, IT2	\$ 75,183	0.15	\$ -	0.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.90	\$ -
Cheryl Barber, Epi Seni	\$ 86,523	0.05	\$ 4,326	0.00	\$ -	0.10	\$ 8,652	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.15	\$ 12,978
Lenore Rogers, Office A	\$ 47,914	0.50	\$ 23,957	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.50	\$ 23,957
Paula Micaela Mollin P	\$ 38,733	0.25	\$ 9,683	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.25	\$ 9,683
Alison La Pointe, Epi Su	\$ 92,461	0.00	\$ -	0.00	\$ -	0.05	\$ 4,623	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.05	\$ 4,623
George Krause, DIS, HPR	\$ 69,389	0.00	\$ -	0.00	\$ -	1.00	\$ 69,389	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 69,389
Mady Ekue-Hettah, DIS	\$ 69,389	0.00	\$ -	0.00	\$ -	0.75	\$ 52,042	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.75	\$ 52,042
Jose Ramirez, DIS, HPR	\$ 69,389	0.00	\$ -	0.00	\$ -	0.75	\$ 52,042	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.75	\$ 52,042
Anna Bosch, DIS, HPRS	\$ 69,389	0.00	\$ -	0.00	\$ -	0.50	\$ 34,695	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.50	\$ 34,695
Marcie Babcock, Health	\$ 92,461	0.00	\$ -	0.00	\$ -	0.05	\$ 4,623	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.05	\$ 4,623
Vishakha Mavani, Stud	\$ 38,733	0.00	\$ -	0.00	\$ -	0.50	\$ 19,367	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.50	\$ 19,367
Japhet Nyakundi, Heal	\$ 69,389	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 69,389	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 69,389
Dominique Cavallo, Ca	\$ 69,389	0.00	\$ -	1.00	\$ 69,389	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 69,389
Alvine Laure Ekame, PI	\$ 66,398	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 66,398	0.00	\$ -	0.00	\$ -	1.00	\$ 66,398
Esther Maurino Vanjik	\$ 38,733	0.00	\$ -	0.00	\$ -	0.50	\$ 19,367	0.00	\$ -	0.50	\$ 19,367	0.00	\$ -	0.00	\$ -	0.50	\$ 19,367
Jared Shank, Epi Int	\$ 69,389	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 69,389	0.00	\$ -	0.00	\$ -	1.00	\$ 69,389
Jessica Barry, HPRS	\$ 69,389	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.25	\$ 17,347	0.00	\$ -	0.00	\$ -	0.25	\$ 17,347

Direct Expenses	Travel	Supplies	Other	Total
Fringe @ 31.9%	\$ 12,111	\$ 22,135	\$ 4,235	\$ 74,058
Travel	\$ -	\$ 540	\$ -	\$ 7,283
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 5,000	\$ -	\$ -	\$ 26,971
Contractual	\$ -	\$ -	\$ -	\$ 400,000
Other	\$ 315	\$ 690	\$ 45	\$ 1,065
MNIT Expenses	\$ 28,841	\$ 147,889	\$ -	\$ -
Total Direct	\$ 84,234	\$ 240,643	\$ 17,555	\$ 341,533
Indirect @ 10%	\$ 8,423	\$ 24,064	\$ 1,756	\$ 34,153
Total	\$ 92,657	\$ 264,707	\$ 19,311	\$ 376,675

Travel	Supplies	Contractual	Other	Total
Mileage (0.54/per mile)	\$ -	\$ -	\$ -	\$ -
Unmarked state car (\$460 per mnth)	\$ -	\$ -	\$ 6,683	\$ 6,683
Parking (\$48 per month)	\$ -	\$ -	\$ 600	\$ 600
Hotel and Meals expenses	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Security Software	\$ 5,000	\$ -	\$ -	\$ 5,000
computer materials	\$ -	\$ -	\$ -	\$ -
Condoms	\$ -	\$ -	\$ 15,000	\$ 15,000
qualitative data analysis license	\$ -	\$ -	\$ 7,500	\$ 7,500
Contractual	\$ -	\$ -	\$ -	\$ -
Facilitator, travel, space rental	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Communications (\$300 per FTE)	\$ 315	\$ 690	\$ 45	\$ 1,065
Stakeholder Input Expenses	\$ -	\$ -	\$ -	\$ -
Total	\$ 5,315	\$ 690	\$ 17,148	\$ 23,153

Amendment Number: 4 to IAK%80998

Contract Start Date:	July 1, 2014	Total Contract Amount:	\$6,595,756
Original Expiration Date:	June 30, 2015	Original Contract Amount:	\$401,377.00
Current Expiration Date:	June 30, 2019	Previous Amendments Total:	\$4,967,360
Requested Expiration Date:	June 30, 2019	Amendment Amount:	\$1,227,019

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Disability Services Division ("STATE") and Minnesota Department of Health ("GRANTEE").

Recitals

WHEREAS, Requesting Agency has an interagency agreement with the Providing Agency identified as IAK%80998, dated August 14, 2014 ("Original Interagency Agreement"), to provide HIV services planning; HIV services and surveillance data management; assistance with Ryan White HIV/AIDS Treatment Act of 2009 ("Ryan White") Parts A, B, C and D reports; Part B Health Resources and Services Administration ("HRSA") application data; eHARS to CAREWare project management, Care Link Services and Prevention with Positives. The Original Interagency Agreement was amended June 30, 2015, March 9, 2016 and July 1, 2016 to add additional time, services and funding; and

WHEREAS, Requesting Agency requires Providing Agency to provide the services included in the Original Interagency Agreement for an additional three years, requires the Providing Agency broaden the scope of services covered in the Original Interagency Agreement and subsequent Amendments and requires the Providing Agency to provide additional services not covered in the Original Interagency Agreement or subsequent amendments.

Requesting Agency and Providing Agency are willing to amend the Original Interagency Agreement as stated below.

Therefore, the parties agree that:

Interagency Agreement Amendment

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

REVISION 1. Clause 1. "Providing Agency Duties" is amended as follows:

- I. **PROVIDING AGENCY DUTIES.** Providing agency shall: For the period beginning July 1, 2014, through June 30, 2019 the following services provided under this agreement will be performed by PROVIDING AGENCY within the STD/HIV/TB Section with the Infectious Disease Epidemiology Prevention and Control Division under the supervision of Krissie Guerard, Section Manager, or her successor. Services will include the following: HIV services planning; HIV services and surveillance data management; assistance with Ryan White HIV/AIDS treatment Act of 2009 ("Ryan White") Parts A, B, C and D reports; Part B Health Resources and Services Administration ("HRSA") application data; the eHars to CAREWare Project; Care Link Services; Pre-Exposure Prophylaxis (PrEP) services; development of a plan for ~~an~~ and management of an HIV Statewide Strategy;

coordinating CAREWare and the eHARS to CAREWare project; ~~and~~ planning, developing and delivering CAREWare related trainings and written CAREWare resources, providing HIV Care and Prevention Epidemiological data collection, analysis and reporting; and Prevention with Positives programming.

REVISION 2: Clause I. "Providing Agency Duties" paragraph A is amended as follows:

A. Staffing:

Provide and maintain staffing as described in Attachments A, C-2 and ~~C-3~~ C-4. PROVIDING AGENCY shall provide the REQUESTING AGENCY with written notice of staff changes and or position responsibility changes within 30 days of each change throughout the contract agreement.

1. Supervision of staff and services described within the contract shall be provided by Thao Le, Information Technology Services Supervisor; Allison LaPointe, Epidemiology and Surveillance Unit Manager; Krissie Guerard, STD/HIB/TB Section Manager; and Marcie Babcock, Supervisor, or their successors.
2. PROVIDING AGENCY will provide REQUESTING AGENCY position descriptions for each staff position listed in this contract.

REVISION 3: Clause I. "Providing Agency Duties" paragraph 5(a) "Quarterly Reporting" is amended as follows:

5. QUARTERLY REPORTING.

- a. PROVIDING AGENCY will provide REQUESTING AGENCY with quarterly, written reports outlining the work accomplished in Section I.A 1-4 & 6 and in Attachments B-1, B-2, and B-3, B-4, ~~and B-5~~ and B-6. Reports will be submitted on the following schedule each year of the agreement:

Service Period	Report Due By
July 1, 2014 – September 30, 2014	October 17, 2014
October 1, 2014 – December 31, 2014	January 17, 2015
January 1, 2015 – March 31, 2015	April 16, 2015
April 1, 2015 – June 30, 2015	July 15, 2015
July 1, 2015 – September 30, 2015	October 17, 2015
October 1, 2015 – December 31, 2015	January 17, 2016
January 1, 2016 – March 31, 2016	April 16, 2016
April 1, 2016 – June 30, 2016	July 15, 2016
July 1, 2016 – September 30, 2016	October 17, 2016
October 1, 2016 – December 31, 2016	January 17, 2017
January 1, 2017 – March 31, 2017	April 16, 2017
April 1, 2017 – June 30, 2017	July 15, 2017

July 1, 2017 – September 30, 2017	October 17, 2017
October 1, 2017 – December 31, 2017	January 17, 2018
January 1, 2018 – March 31, 2018	April 16, 2018
April 1, 2018 – June 30, 2018	July 15, 2018

July 1, 2018 – September 30, 2018	October 17, 2018
October 1, 2018 – December 31, 2018	January 17, 2019
January 1, 2019 – March 31, 2019	April 16, 2019
April 1, 2019 – June 30, 2019	July 15, 2019

<u>July 1 – September 30</u>	<u>October 31</u>
<u>October 1 – December 31</u>	<u>January 31</u>
<u>January 1 – March 31</u>	<u>April 30</u>
<u>April 1 – June 30</u>	<u>July 31</u>

REVISION 4: Clause I "Providing Agency Duties" paragraph 8 is amended as follows:

8. **Additional Duties.** PROVIDING AGENCY shall perform the additional duties as detailed in Attachments B-1, B-2, B-3, B-4, and B-5, and B-6 which are attached and incorporated into this Agreement. PROVIDING AGENCY shall submit to REQUESTING AGENCY FOR REQUESTING AGENCY'S review and comment, prior to release, all aggregate data of individually identifiable information developed by PROVIDING AGENCY under this Agreement that will be released and published to the public.

PROVIDING AGENCY shall provide REQUESTING AGENCY comprehensive work plans for all programs funded through this contract by August 31 each year for REQUESTING AGENCY's review and approval. Work plans shall provide a description of program objectives and associated activities/tasks, timeline for initiation and completion of activities and responsible staff for each funded program. Progress on work plans will be described in the quarterly reports described in Clause 5 a. REQUESTING AGENCY will provide work plan template to PROVIDING AGENCY by 7/15/2016~~7~~.

REVISION 5. Clause II "Consideration and Terms of Payment" is amended as follows:

- A. **Consideration.** Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY in the amount of ~~five million, three hundred sixty eight thousand, seven hundred thirty seven dollars (\$5,368,737.00)~~ six million, five hundred ninety-five thousand, seven hundred fifty six dollars (\$6,595,756) as described in Attachment A, and Attachment C-2 and Attachment C-3, and Attachment C-4, which are incorporated and made part of this agreement.
- B. **Carryforward funding.** With approval from REQUESTING AGENCY, PROVIDING AGENCY may carryforward into the next fiscal year unspent contract funds. Funds approved for carry forward must be spent by June 30th of the subsequent fiscal year. Unspent funds from the final year of the contract may not be carried forward. For approval, PROVIDING AGENCY must submit a plan by May 1 of the current fiscal year explaining why funds were not used along with a proposed budget and budget narrative for explaining the planned

use of requested carry forward funds. This plan must be approved by REQUESTING AGENCY.

- C. **Budget Revisions.** Any overrun on line items, with the exception of Salaries and Fringe, in the approved budget that exceeds ten percent (10%) requires prior approval from the REQUESTING AGENCY and must include budget justification. Any overrun on Salaries and Fringe line items requires prior approval from the REQUESTING AGENCY. Amendments are required to add a budget line item, extend the end date, and increase or decrease the total obligation amount, pursuant to Clause VIII of this contract.
- D. **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.

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

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

APPROVED:

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

By: Debra Lawan

Date: 7/6/17

Grant No: 80998

2. **Department of Health (PROVIDING AGENCY)**

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the PROVIDING AGENCY.

By: Dawn Udean

Title: Accounting Supervisor Principal

Date: 9/10/17

3. **Department of Human Services (REQUESTING AGENCY)**

By: [Signature]
(with delegated authority)

Title: Assistant Commissioner

Date: 8.30.17

Distribution:

State - Original (fully executed) contract
Grantee
State Authorized Representative

ATTACHMENT B-3

Care Link Services Program

MDH HIV Care Link Services Program

The current Care Link Services Program will be maintained and in addition to those activities the following will be performed:

Expanded outreach to individuals who belong to priority target groups for the purpose of linking or re-engaging those individuals to care. Care Link Services staff members will investigate 1200 estimated individuals presumed to be out of care in FY 2018 and 1200 individuals in FY 2019 to determine their care status. Of the 180 individuals estimated to be truly out of care and eligible for linkage and re-engagement, 117 are projected to be linked to care in FY2018 and in FY2019.

~~Student Worker .50FTE Maintain staffing as listed in Attachment C-4~~

~~HIV Care Link Services Support Disease Intervention Specialists (2.0 FTE)~~

~~These positions will provide assistance with conducting pre-investigative activities (i.e. record searches, phone calls to providers) to establish the care status of care re-engagement services to people diagnosed with HIV that are reported to the HIV Care Link Services program by HIV surveillance as potentially being out of medical care as evidenced by a lack of CD4 or viral load reports. The position will also assist HIV surveillance epidemiologists with data cleaning of laboratory results for transfer to eHARS, and obtaining information from providers/clinics as to obtain client locating information such as cell/alternate phone numbers and address, often missing from lab reports or now out of date so that the Care Link counselor can provide more timely follow-up for clients who need care re-engagement.~~

These positions will provide care re-engagement services to people diagnosed with HIV that are reported to the HIV Care Link Services Program as potentially being out of medical care as evidenced by a lack of CD4 or viral load reports. The Disease Intervention Specialists (DIS) will conduct pre-investigative activities (i.e. record searches, phone calls to providers) to determine current care status of the cases assigned to them. For cases determined to be out of care, the DIS will conduct activities to attempt to re-engage clients in care, assess client barriers to linking to care and work proactively to find resources to address the barriers identified. Re-engagement services will be provided for all non-Hennepin County residents.

All work will be driven by Ryan White Universal Standards (<http://mnhivcouncil.org/standards-of-care.html>) including adherence to HRSA standards demonstrating client eligibility for Ryan White-funded services (http://mnhivcouncil.org/uploads/3/4/6/1/3461530/universal_standards.pdf).

~~Incentive Based Re-engagement HIV Care Link Services~~

~~Incentives will be offered to clients diagnosed with HIV who have fallen out of care for 12 or more months to encourage them to return and stay in care. The focus of the program will be on clients who were previously contacted by Care Link program staff and declined help.~~

~~Incentives will be in the form visa card or cash card to be used at the discretion of the recipient.~~

~~Incentives will be provided at:~~

~~—1st appointment with Care Link Services staff. During this appointment the patient would complete a baseline assessment that addresses barriers. The assessment will be used to engage the participant in discussing barriers to medical care. Medical care and antiretroviral adherence would be promoted and an appointment for HIV care will be made.~~

~~—1st visit with a practitioner and labs drawn.~~

~~—1st undetectable viral load (if for some reason an undetectable viral load is not possible, this incentive could also be given at 1 year of participating in active medical care.)~~

Attachment B-6

Prevention with Positives (PWP)

PROVIDING AGENCY will contract with four to five sub-recipients to provide support groups, early intervention services and medical transportation for eligible HIV-positive individuals.

Activities will include:

1. Psychosocial services: Sub-recipients will provide psycho-social support groups for up to 150 eligible HIV-positive individuals annually. Groups will focus on providing broad support for people living with HIV/AIDS to remain engaged in comprehensive care that includes support for treatment adherence and risk reduction strategies to prevent HIV transmissions.
2. Early Intervention Services (EIS): Sub-recipients with current MDH funded testing programs will receive HIV test kits to conduct up to 25 tests annually for partners of support group participants. Early Intervention Services must include HIV testing and targeted counseling; referral to needed services; linkage to medical care and health education and literacy training that focuses on HIV care. Sub-recipients that do not have a current testing program meeting will provide referrals for HIV testing for partners.
3. Sub-recipients receiving contract funds for psychosocial services, EIS or Medical Transportation must follow service standards for each service area. Service standards must be included as part of the contract along with the Universal Standards for Ryan White Care. Standards are available at: <http://mnhivcouncil.org/>
4. Sub-recipients funded for PWP must document and report individual client services for each individual category. PROVIDING AGENCY will include this language in the contractual agreements. Sub-recipients must submit HIV Services Client-Level Data for each HIV-positive individual receiving psycho-social, EIS or medical transportation services. The Client Level Data includes demographic and service utilization information about each client. The Client Level Data must be entered either directly into the Minnesota CAREWare database or in a format approved by the Minnesota Department of Health that is compatible with CAREWare. Client Level Data Reports and any additional information requested are due as follows:
 - a. Client demographics, eligibility information, and utilization data are due on the 15th of the month for services provided during the previous calendar month for all new clients.
 - b. Client demographic updates and utilization data are due on the 15th of the month for services provided during the previous calendar month for all continuing clients.
 - c. The data sets designated as 'Form I' or 'Minnesota Specific' and 'Annual Review' are due on July 15 for services provided during the period January 1 – June 30 and on January 15 for services provided during the period July 1 – December 31.
6. Staffing: PROVIDING AGENCY will retain the services of staff positions as referenced in the Prevention for Positives section of the line item budget.
7. PROVIDING AGENCY must require sub-recipients to determine client eligibility to receive services according to Health Resources Services Administration (HRSA) standards.

8. PROVIDING AGENCY will provide REQUESTING AGENCY a quarterly monitoring report by the last day of the month following the end of the quarter. Reports will include information on the number of clients receiving psychosocial, EIS, and supportive services, the number of HIV tests administered at each funded sub-recipient. In addition, the report will include a narrative on progress towards goals and objectives and any challenges that have occurred. REQUESTING AGENCY will provide a template for the quarterly monitoring report by July 15, 2017.

AMENDMENT FOR INTERAGENCY AGREEMENTS

Amendment Number 2 of IAK%94371

Interagency Original Agreement Start Date: July 1, 2015

Original Interagency Agreement Expiration Date: June 30, 2016

Current Interagency Agreement Expiration Date: June 30, 2017

Requested Interagency Agreement Expiration Date: June 30, 2019

Original Interagency Agreement Amount: \$123,000

yr 1 = 123,000 + yr 2 = 123,000

Total Interagency Agreement Amount: \$492,000

Previous Interagency Agreement Amendment(s) Total: \$123,000

yr 3 = 123,000 + yr 4 = 123,000

Interagency Agreement Amendment Amount: \$246,000

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 ("REQUESTING AGENCY") and the Minnesota Department of Health ("PROVIDING AGENCY"), related to an agreement identified as Interagency Agreement No. IAK%94371 (Original Agreement). The Original Agreement provides REQUESTING AGENCY access to PROVIDING AGENCY'S Vital Records Information that assists establishment of parentage, child support, and provides information that assists related audits and reporting.

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 agree that additional funds are also needed for the successful completion of the Original Agreement.

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

Interagency Agreement Amendment

In this Amendment, changes to Original Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1: Clause 2. "Consideration and Terms of Payment.", subclause 2.1(B) is amended as follows:

2.1(B) The total obligation of the REQUESTING AGENCY for all compensation and reimbursement to PROVIDING AGENCY under this Agreement will not exceed Four Hundred Ninety Two Thousand Dollars (\$492,000) ~~Two Hundred Forty Six Thousand Dollars (\$246,000).~~

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

This Agreement shall be effective on July 1, 2015, or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through June 30, ~~2019~~2017, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

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

IN WITNESS WHEREOF, the parties have caused this amendment 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: Debra Salwan

Date: 6/5/17

SWIFT Contract No: 94371

SWIFT PO #: 3-52893

2. PROVIDING AGENCY

By: Dawn Udean

Title: Act. Supervisor Principal

Date: 6/28/17

3. REQUESTING AGENCY

By: Jeff Jansen

With delegated authority

Title: Child Support Director

Date: 6/28/17

4. ASSISTANT COMMISSIONER

By: [Signature]

With delegated authority

Title: Ass. Comm.

Date: 6/27/17

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

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

P907
Tammie

SWIFT Contract No. 95028
SWIFT PO No. 3-11209
MDE SharePoint ID No. 27 (FY18)

Contract Start Date:	<u>7/06/15</u>	Total Contract Amount:	<u>\$800,000</u>
Original Contract Expiration Date:	<u>6/30/17</u>	Original Contract:	<u>\$400,000</u>
Current Contract Expiration Date:	<u>6/30/18</u>	Previous Amendment(s) Total:	<u>\$200,000</u>
Requested Contract Expiration Date:	<u>6/30/19</u>	This Amendment:	<u>\$200,000</u>

This amendment is by and between the State of Minnesota, through its Commissioners of the Minnesota Department of Education] (MDE) and the Minnesota Department of Health (MDH).

Recitals

1. MDE has an Interagency Agreement with MDH Identified as SWIFT Contract Number 95028 ("Original Agreement") to provide a coordinated approach to the ongoing development and implementation of comprehensive, coordinated multidisciplinary early intervention system for identifying and serving infants and toddlers with disabilities and their families in a manner consistent with Part C of the federal Individual with Disabilities Education Act 2004 (IDEA), §631(B)(1) and §619; MS125A.259-48 and relevant Part C state Performance Plan indicators, as required by the federal Office of Special Education Programs (OSEP).
2. The Original Agreement is being amended to extend the expiration date, to continue providing services, and to provide additional funds.
3. MDE and MDH are willing to amend the Original Agreement as stated below.

Interagency Agreement Amendment # 2

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

REVISION 1. Clause 1. "Term of Agreement" is amended as follows:

- 1.1 **Effective date:** July 6, 2015, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** ~~June 30, 2018~~ June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2 "Duties of Department of Health" is amended as follows:

The Minnesota Department of Health, in conjunction with local public health partners, will perform the duties specified in Attachment A A2 which is attached and incorporated into this contract.

REVISION 3. Clause 4 "Consideration and Payment" is amended as follows:

- A Consideration: The total obligation of the Department of Education for all compensation and reimbursements under this agreement will not exceed ~~\$600,000~~ \$800,000 based on the breakdown of costs specified in Attachment ~~B4~~ B2, which is attached and incorporated into this contract.
- B Terms of Payment: Payment will be made within 30 days after receipt of invoices for services satisfactorily performed.
 - i. MDH will provide invoices according to the following schedule accompanied by reports that indicate timely progress toward expected results for each component outlined in Attachment A4 A2 per the following schedule:

Provide invoices by the following dates, SFY2016:

- July 1, 2015 -- December 31, 2015; By January 30, 2016
- January 1, 2016 -- March 31, 2016; By April 30, 2016
- April 1, 2016 -- June 30, 2016; By August 15, 2016: The final progress report (Attachment A4-A2, #8) must be submitted by August 15, 2016 or no later than the final report of expenditures "invoice" for Fiscal Year 2016, whichever occurs first. If the final invoice is not submitted to MDE by August 15, 2016 that invoice will not be paid, the amount will not carry forward into the next fiscal year and the payment shall be forfeited.

Provide invoices by the following dates, SFY2017:

- July 1, 2016 -- December 31, 2016; By January 30, 2017,
- January 1, 2017 -- March 31, 2017; By April 30, 2017
- April 1, 2017 -- June 30, 2017; By August 15, 2017: The final progress report (Attachment A4 A2, #9) must be submitted by August 15, 2017 or no later than the final report of expenditures "invoice" for Fiscal Year 2017, whichever occurs first. If the final invoice is not submitted to MDE by August 15, 2017 that invoice will not be paid, the amount will not carry forward into the next fiscal year and the payment shall be forfeited.

Provide invoices by the following dates, SFY2018:

- July 1, 2017 -- December 31, 2017; By January 30, 2018,
- January 1, 2018 -- March 31, 2018; By April 30, 2018
- April 1, 2018 -- June 30, 2018; By August 15, 2018: The final progress report (Attachment A4-A2, #10) must be submitted by August 15, 2018 or no later than the final report of expenditures "invoice" for Fiscal Year 2018, whichever occurs first. If the final invoice is not submitted to MDE by August 15, 2018 that invoice will not be paid, the amount will not carry forward into the next fiscal year and the payment shall be forfeited.

Provide invoices by the following dates, SFY2019:

- July 1, 2018 – September 30, 2018; By October 31, 2018 (Q1),
- October 1, 2018 – December 31, 2018; By January 30, 2019 (Q2),
- January 1, 2019 – March 31, 2019; By April 30, 2019 (Q3),
- April 1, 2019 – June 30, 2019; By August 15, 2019 (Q4): The final progress report must be submitted by August 15, 2019 or no later than the final report of expenditures "invoice" for Fiscal Year 2019, whichever occurs first.

- ii. MDH shall submit a request for approval in advance for any line item changes over 10% of each budget line item in Attachment B1-B2 with a justification regarding why the change is needed. MDE will respond to this request within 30 days.
- iii. Residual amounts of federal Part C funds remaining after payment of MDE to MDH of all expenditures and obligations pursuant to this ~~three~~ four-year agreement shall be reallocated by MDE.

Remaining funds after year one of the ~~three~~-year agreement may be carried forward with the understanding that MDH submit a request for the carryover funds with a justification of how the funds will be spent in year two. Carryover funds will need to be spent prior to accessing any year two funds. MDE is not obligated to approve funds over \$200,000 being spent per SFY 2016 and SFY 2017 and may request unspent funds. Remaining funds after year two of the ~~three~~-year agreement may be carried

forward with the understanding that MDH submit a request for the carryover funds with a justification of how the funds will be spent in year three. Carryover funds will need to be spent prior to accessing any year three funds. MDE is not obligated to approve funds over \$200,000 being spent per SFY 2017 and SFY 2018 and may request unspent funds. Remaining funds after year three of the agreement may be carried forward with the understanding that MDH submit a request for the carryover funds with a justification of how the funds will be spent in year three. Carryover funds will need to be spent prior to accessing any year three funds. MDE is not obligated to approve funds over \$200,000 being spent per SFY 2018 and SFY 2019 and may request unspent funds.

Funds will be deposited to Minnesota Department of Health account:

Agency	Fund	Orgn	Appr	Reporting Category	Revenue Source Code
H123620	3000	6212	HI 2888A	H12-332-0322C	State
				(If Reporting Category is being used)	

Submit invoices via email to Accounts Payable:

MN Department of Education
 Accounts Payable Section
MDE.AccountsPayable@state.mn.us

And

Authorized Representative: kara.tempel@state.mn.us

Should an invoice need to be submitted via U.S. Mail, please use the following address:

MN Department of Education
 Attn: Accounts Payable Section
 1500 Highway 36 West
 Roseville, MN 55113-4266

Federal Funds: Payments are to be made from federal funds obtained by MOE through title Special Education-Grants to Infants and Families with Disabilities, CFDA Number 84.181A_of Individuals with Disabilities Education Act 2004. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by the Requesting Agency to the Providing Agency. In the event of any such termination, the Providing Agency shall be entitled to payment determined on a pro rata basis for services satisfactorily performed to the extent that the federal funds are available. The Providing Agency is responsible for compliance with all federal requirements imposed on these funds. The Providing Agency accepts full financial responsibility for any reimbursement imposed by the Providing Agency's failure to comply with federal requirements.

~~Federal grant recipients, sub-recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", October 4, 2009.~~

REVISION 4. Clause 10 "3251.05 VIDEO CAPTIONING" is amended as follows:

~~10. 3251.05 VIDEO CAPTIONING~~

~~Subdivision 1. Requirement. A person may not in the ordinary course of business distribute a prerecorded videocassette tape or similar audio-visual material to a videotape seller or videotape service provider unless it is open captioned or closed captioned for the deaf and hard~~

~~of hearing. For purposes of this section, "videotape seller" and "videotape service provider" have the meanings given them in section 3251.01.~~

~~Subd. 2; Enforcement. A person who violates this section is subject to the penalties and remedies provided in section 8.31, except subdivision 3a.~~

~~Subd. 3. Application. This section applies to prerecorded videocassette tapes or similar audio-visual material that:~~

~~(1) is primarily produced for sale to educational institutions, training facilities, state or local government agencies, or medical facilities;; and~~

~~(2) is released or rereleased on or after June 1, 1997, and more than 500 copies are produced in the release or rerelease; or~~

~~(3) is produced by a governmental entity for educational purposes.~~

~~History: 1995 c 143 s 1~~

10. **Accessibility Standards**

Contractor agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: <http://mn.gov/mnit/programs/policies/accessibility/>

- A. Contact the MDE Communication Office at mde.contactus@state.mn.us for specific guidance on creating content that meets our accessibility requirements

REVISION 5. Clause 11 "Other Provisions" is amended as follows:

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- Use only print-quality department logo. Request a copy from hildebrant@state.mn.us the MDE Communication Office at mde.contactus@state.mn.us
- Copy must follow latest edition of the AP (Associated Press) Stylebook.
- Video content must be open or closed captioned.
- Copy must be free of typographical and grammatical errors.
- Font size will be, minimally, 12 pt. Times Roman, 11 pt. Arial, or comparable size. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times Roman 12 pt.
- Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
- Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.

Please direct your questions regarding printed material to the authorized representative Authorized Representative for this contract.

REVISION 6. The following clause is added to the Agreement.

12. **Plain Language**

Contractor must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:

- A. Use language commonly understood by the public;
- B. Write in short and complete sentences;
- C. Present information in a format that is easy-to-find and easy-to-understand; and
- D. Clearly state directions and deadlines to the audience.

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

SWIFT Contract No. 95028
SWIFT PO No. 3-11209
MDE SharePoint ID No. 27 (FY18)

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

Signed: Mark Kinley
Date: 6/21/18
SWIFT Contract No. 95028

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

By: Andi Ekfeld
(with delegated authority)
Title: Agency Finance Director
Date: 6/27/18

2. DEPARTMENT OF HEALTH

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

By: Dawn Udean
Title: Accounting Supervisor Principal
Date: 6/25/18

Attachment A2

MDH will collaborate with MDE to advance a comprehensive, coordinated, multidisciplinary early intervention system to identify and serve infants and toddlers with disabilities and their families. Through contract oversight, technical assistance and training, MDH will work in conjunction with local public health departments to initiate, expand, and improve collaborative efforts for the purposes of identifying and evaluating at-risk infants and toddlers; make referrals of the infants and toddlers identified with a developmental delay or concern; conduct periodic follow-up on each referral to determine if the status of the infant or toddler involved has changed with respect to the eligibility for services under Part C; and provide periodic developmental and social-emotional monitoring for infants and toddlers found not eligible for Part C through 36 months of age.

Deliverables will include:

1. Part C training materials to support local public health and health care providers, including a script for talking with families about the referral to Part C when a delay is suspected.
2. Strategies to increase consistent linkages between local public health and local ECSE.
3. Recommended process to increase direct referrals from local health care providers and public health to ECSE when screening indicates a developmental delay or concern.
4. Quarterly and annual data on local public health referrals made to ECSE based on ASQ-3 and ASQ:SE-2 screenings and on referrals received from ECSE when children are found ineligible for Part C.
5. Recommended process for obtaining feedback from local public clients who participated in ongoing developmental and social-emotional monitoring that were referred from ECSE.
6. Coordinate and administer access to electronic developmental and social-emotional screening for families participating in FAP and develop strategies for coordination among community screening providers and inclusion in the expanded Help Me Grow system.
7. Provide progress reports by the following dates, SFY2016:
 - July 1, 2015- September 30, 2015; By October 31, 2015 (Q1).
 - October 1, 2015-- December 31, 2015; By January 30, 2016 (Q2),
 - January 1, 2016-- March 31, 2016; By April 30, 2016 (Q3),
 - April 1, 2016 -- June 30, 2016; By August 15, 2016 (Q4): The final progress report must be submitted by August 15, 2016 or no later than the final report of expenditures "invoice" for Fiscal Year 2016, whichever occurs first.
8. Provide progress reports by the following dates, SFY2017:
 - July 1, 2016 -- September 30, 2016; By October 31, 2016 (Q1),
 - October 1, 2016-- December 31, 2016; By January 30, 2016 (Q2),
 - January 1, 2017-- March 31, 2017; By April 30, 2017 (Q3),
 - April 1, 2017 -- June 30, 2017; By August 15, 2017 (Q4): The final progress report must be submitted by August 15, 2017 or no later than the final report of expenditures "invoice" for Fiscal Year 2017, whichever occurs first.
9. Provide progress reports by the following dates, SFY2018:
 - July 1, 2017 -- September 30, 2017; By October 31, 2017 (Q1),
 - October 1, 2017 -- December 31, 2017; By January 30, 2018 (Q2),
 - January 1, 2018 -- March 31, 2018; By April 30, 2018 (Q3),
 - April 1, 2018-- June 30, 2018; By August 15, 2018 (Q4): The final progress report must be submitted by August 15, 2018 or no later than the final report of expenditures "invoice" for Fiscal Year 2018, whichever occurs first.
10. Provide progress reports by the following dates, SFY2019:
 - July 1, 2018 -- September 30, 2018; By October 31, 2018 (Q1),
 - October 1, 2018 -- December 31, 2018; By January 30, 2019 (Q2),

- January 1, 2019 -- March 31, 2019; By April 30, 2019 (Q3),
- April 1, 2019-- June 30, 2019; By August 15, 2019 (Q4): The final progress report must be submitted by August 15, 2019 or no later than the final report of expenditures "invoice" for Fiscal Year 2019, whichever occurs first.

ATTACHMENT B2 – GRANT CONTRACT BUDGET

DIVISION NAME: Early Learning Services

GRANTEE/FISCAL AGENT NAME: Minnesota Department of Health

PROJECT NAME: Part C Interagency Agreement 7-1-15 to 6-30-16

BUDGET COST CATEGORIES	MDE FUNDS
Salaries Fringe Benefits Sub Total Salary and Fringe	
Consultant Services	\$163,800
Sub Total	\$163,800
Total Direct	\$163,800
Indirect 22.1%	\$36,200
Total	\$200,000

DIVISION NAME: Early Learning Services

GRANTEE/FISCAL AGENT NAME: Minnesota Department of Health

PROJECT NAME: Part C Interagency Agreement 7-1-16 to 6-30-17

BUDGET COST CATEGORIES	MDE FUNDS
Salaries Fringe Benefits Sub Total Salary and Fringe	
Consultant Services	\$163,800
Sub Total	\$163,800
Total Direct	\$163,800
Indirect 22.1%	\$36,200
Total	\$200,000

DIVISION NAME: Early Learning Services	
GRANTEE/FISCAL AGENT NAME: Minnesota Department of Health	
PROJECT NAME: Part C Interagency Agreement 7-1-17 to 6-30-18	
BUDGET COST CATEGORIES	
Salaries	
Fringe Benefits	
Sub Total Salary and Fringe	
Consultant Services	\$162,417
Sub Total	\$162,417
Total Direct	\$162,417
Indirect 23.14%	\$37,583
Total	\$200,000

DIVISION NAME: Early Learning Services	
GRANTEE/FISCAL AGENT NAME: Minnesota Department of Health	
PROJECT NAME: Part C Interagency Agreement 7-1-18 to 6-30-19	
BUDGET COST CATEGORIES	
Salaries	
Fringe Benefits	
Sub Total Salary and Fringe	
Consultant Services	\$162,390
Sub Total	\$195,390
Total Direct	\$162,390
Indirect 23.16%	\$37,610
Total	\$200,000

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Employment and Economic Development ("DEED") and the Minnesota Department of Health ("MDH").

Agreement

1 Term of Agreement

- 1.1 *Effective date:* December 1, 2015 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 will provide \$195,000 in funding to MDH to carry out the Foreign-Trained Health Care Professionals Grant program.

MDH will:

- Operate a request for proposals to award this funding to worthy non-profit organizations for the purposes of providing training to these health care professionals.
- Collaborate with health related licensing boards and workforce centers to design this program maximizing the use of funds and DEED has laid the groundwork for this in past programs and MDH is the convener of a task force working to address this very issue. Both agencies will benefit from the intersection of their respective work.
- Select and award grants to qualified and eligible grant recipients.
- Reimburse the grantee organizations for eligible training and administrative costs related to this grant award and maintain adequate reports to demonstrate the effectiveness of this grant
- Administer these funds in a manner simultaneous and integrated with, in parallel with or otherwise coordinated with its related programs and grant-making under Minnesota Statutes section 144.1911, provided that said administration complies with the requirements of the Foreign-Trained Health Care Professionals grant program law cited above, and the scope, work, and duties of this agreement.
- Be responsible for reporting back to DEED on funds use and program outcome as intended per legislation provided below:

Minn. Laws 2015 1sp c1 art1 s3(q): 200,000 in fiscal year 2016 is from the workforce development fund for the foreign-trained health care professionals grant program modeled after the pilot program conducted under Laws 2006, chapter 282, article 11, section 2, subdivision 12, to encourage state licensure of foreign-trained health care professionals, including: physicians, with preference given to primary care physicians who commit to practicing for at least five years after licensure in underserved areas of the state; nurses; dentists; pharmacists; mental health professionals; and other allied health care professionals. The commissioner must collaborate with health-related licensing boards and Minnesota workforce centers to award grants to foreign-trained health care professionals sufficient to cover the actual costs of taking a course to prepare health care professionals for required licensing examinations and the fee for the state licensing examinations. When awarding grants, the commissioner must consider the following factors:

- (1) whether the recipient's training involves a medical specialty that is in high demand in one or more communities in the state; (2) whether the recipient commits to practicing in a designated rural area or an underserved urban community, as defined in Minnesota Statutes, section 144.1501; and (3) whether the recipient's language skills provide an opportunity for needed health care access for underserved Minnesotans; and (4) any additional criteria established by the commissioner. This is a onetime appropriation and is available until June 30, 2019.*

DEED will:

- Carry out the reporting as required in MS 116L.98, Subd. 3.

3 Consideration and Payment

DEED will reimburse MDH for services provided under this agreement. The total obligation for all compensation and reimbursements to MDH for its work pursuant to this agreement will not exceed \$195,000. MDH will invoice DEED on a quarterly basis, based on actual expenditures. DEED will process approved payments in a timely manner.

4 Conditions of Payment

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

5 Authorized Representative

DEED's Authorized Representative is Thomas Norman, Director of the Workforce Development Division, Thomas.Norman@state.mn.us, 651.259.7563 or his successor.

MDH's Authorized Representative is Yende Anderson, Coordinator, IMG Assistance Program, Yende.Anderson@state.mn.us, 651-501-5988 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.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Mickael Meyer
Date: 12/10/2015 13716

3. MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: [Signature]
(with delegated authority) Deputy Commr
Title: Director, Workforce Development Division
Date: ~~11/23/2015~~ 12/17/15

2. MINNESOTA DEPARTMENT OF HEALTH

By: [Signature]
(With delegated authority)
Title: Director
Date: 12/14/15

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Education and Health.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** Upon execution, the last date all required signatures are obtained, under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Expiration date:** September 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

- 2.1 The Minnesota Department of Health (MDH) will provide the following services listed below to the Minnesota Department of Education (MDE). The itemized list of tasks and corresponding timelines for this project are attached and incorporated into this interagency agreement as Attachment A. The project's outcomes are a linkage between public data on individuals licensed by health licensing boards. MDH receives some public data elements from the health licensing boards and collects additional public data on licensed health professionals. MDH will link both of these data sets with and Statewide Longitudinal Education Data System (SLEDS). Contractual costs include MDH program, legal, and IT staff to create a longitudinal data set to track license health care workers. Work for this project will start in year one and continue until the end of the grant in year four on September 30, 2019. Teri Fritsma, or her/his successor, will be the MDH point of contact for this work.
- 2.2 MDH will provide MDE with an annualized progress report that includes all fiscal activity for each budget period of the grant (approximately October 1 to September 30 of each year), to assist with the annual progress reporting that is required under the federal Statewide Longitudinal Data System (SLDS) grant.
- 2.3 MDH will submit quarterly progress reports and invoices to MDE using the following timelines:
 - a. Quarter 1 will cover October 1-December 31 of each calendar year. Quarter 1 progress report and invoice will be due to MDE's Authorized Representative no later than January 31 of each calendar year. NOTE: The reporting for the first year of this agreement will begin with Quarter 2.
 - b. Quarter 2 will cover January 1-March 31 of each calendar year. Quarter 2 progress report and invoice will be due to MDE's Authorized Representative no later than April 30 of each calendar year.
 - c. Quarter 3 will cover April 1-June 30 of each calendar year. Quarter 3 progress report and invoice will be due to MDE's Authorized Representative no later than

July 31 of each calendar year.

- d. Quarter 4 will cover July 1-September 30 of each calendar year. Quarter 4 progress report and invoice will be due to MDE's Authorized Representative no later than October 31 of each calendar year. Final invoice is due no later than October 31, 2019.

3 Consideration and Payment

3.1 Consideration. See attachment B for budget costs by year that is attached and incorporated into this agreement. MDE will pay for all services performed by MDH under this agreement as follows:

3.1.1 Year 1 - Upon completion and acceptance by MDE's Authorized Representative MDH shall be paid an amount not to exceed **\$107,249.55** for work done from execution of this agreement through September 30, 2016.

3.1.2 Year 2 - Upon completion and acceptance by MDE's Authorized Representative MDH shall be paid an amount not to exceed **\$107,249.55** for work done from October 1, 2016 through September 30, 2017.

3.1.3 Year 3 - Upon completion and acceptance by MDE's Authorized Representative MDH shall be paid an amount not to exceed **\$38,500.00** for work done from October 1, 2017 through September 30, 2018.

3.1.4 Year 4 - Upon completion and acceptance by MDE's Authorized Representative MDH shall be paid an amount not to exceed **\$38,500.00** for work done from October 1, 2018 through September 30, 2019.

3.1.5 Travel Expenses. (\$0.00) Reimbursements for travel and subsistence expenses actually and necessarily incurred by MDH as a result of this Agreement are not anticipated.

3.1.6 The total obligation of MDE for all compensation and reimbursements to MDH under this agreement will not exceed **\$291,499.10**.

3.1.7 Federal Funds. Payments under this contract will be made from federal funds obtained by the State through CFDA number 84.372. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by MDE to MDH. In the event of any such termination, MDH shall be entitled to payment determined on a pro rata basis for services satisfactorily performed to the extent that federal funds are available. MDH is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by MDH's failure to comply with federal requirements.

3.1.8 Federal grant recipients, sub-recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", October 1, 2009.

3.1.9 In order for indirect costs to be an allowable expense, MDH must provide MDE with a copy of their current federal cognizant agency approved restricted rate by July 1 of each calendar year. If MDH does not have an approved restricted rate then the rate would be the lower of the approved unrestricted rate or 10%.

3.1.10 MDH is to submit invoices quarterly with the progress reports using the same timelines listed in section 2.3. Payment will be made upon completion and acceptance by MDE's Authorized Representative. Unspent funds from prior federal fiscal year(s) will **not** be carried forward to the new federal fiscal year(s).

4 Conditions of Payment

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

4.2 Invoice Package Submittal. MDH must submit the signed invoices and all required supporting documentation, for review and payment, to MDE's Accounts Payable Department. MDE will pay MDH within 30 days after invoice has been received and approved by MDE's Authorized Representative. MDE will pay MDH after MDH presents itemized invoices for the services actually performed and MDE's Authorized Representative accepts the invoiced services.

4.2.1 Invoices must include the following information: MDE's Authorized Representative's name, the Purchase Order (PO) and Contract number, dates of service, itemized expenses with original receipts (if applicable), and corresponding amounts. The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Contract number. The indirect rates must be clearly listed on all invoices as a separate line item. The preferred method of obtaining an invoice is by email.

Submit invoices via email to Accounts Payable:

MN Department of Education
Accounts Payable Department
MDE.AccountsPayable@state.mn.us

Should an invoice need to be submitted via U.S. Mail, please use the following address:

MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

5 Authorized Representative

MDE's Authorized Representative is Kara Arzamendia, Data Analytics Supervisor, 1500 Highway 36 West, Roseville, MN 55113, #651-582-8599, or his/her successor.

MDH's Authorized Representative is Nitika Moibi, Program Planning Supervisor, Golden Rule Building, 85 7th Pl E, St Paul, MN 55101, (651) 201-3853, 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. The liability of each party is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable laws.

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 Accessibility Standards** As applicable, MDH shall comply with the Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: <http://mn.gov/mnit/programs/accessibility/>.

10 Plain Language. MDH must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MDH will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

11 Other Provisions. The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- Use only print-quality department logo. Request a copy from Linda.Hildebrant@state.mn.us
- Copy must follow latest edition of the AP (Associated Press) Stylebook.
- Copy must be free of typographical and grammatical errors.
- Font size will be, minimally, 12 pt. Times Roman, 11 pt. Arial, or comparable size.
- Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
- Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.

Please direct questions regarding printed material to the Authorized Representative for this Agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jennifer A. Bury

Date: Dec. 22, 2015

SWIFT Contract & PO Number 104448 / 3000012274

3. MN Department of Education (MDE)

By: _____
(with delegated authority)

Title: _____

Date: _____

2. MN Department of Health (MDH)

By: _____
(With delegated authority)

Title: _____

Date: _____

Attachment A

Itemized list of tasks with corresponding timelines. MDE's Authorized Representative will oversee all activities for this project. If MDH or MDE staff listed below change, they will be replaced by her (or his) successor.

1.0	Integrate Health Care Licensure Data	Start Date	End Date
1.1	Establish technical connection between Health Care Licensing Boards (HLBs) and Minnesota Department of Health (MDH) servers for automated data transfer. MDH Responsible party: Teri Fritsma (MDH)	2/2016	8/1/2016
1.2	Meet with MDH.IT and Health Care Licensing Board (HLB) HLB.IT kick off project, identify business goals. MDH Responsible party: Teri Fritsma (MDH)	2/2016	1/2016
1.3	Craft project requirements, project plan, and budget, with timelines. MDH Responsible party: Teri Fritsma (MDH)	2/2016	2/15/2016
1.4	Pilot test a subset of public data elements. MDH Responsible party: Teri Fritsma (MDH)	2/2016	8/1/2016
1.5	Secure necessary data-sharing agreements with Office of Higher Education (SLEDS state fiscal lead), MDH, and HLB. MDH Responsible party: Teri Fritsma (MDH)	2/2016	3/1/2016
1.6	Submit pilot data to the Minnesota Office of Higher Education (OHE) for testing to see if they can link their data on postsecondary to the health care licensing board information. MDH & OHE Responsible parties: Teri Fritsma (MDH) and Meredith Fergus (OHE)	4/1/2016	5/1/2016
1.7	Analyze resulting match without SSN in order to plan remainder of project. MDH Responsible party: Teri Fritsma (MDH)	5/1/2016	5/15/2016
1.9	Use pilot data to plan research and automated reports. MDH Responsible party: Teri Fritsma (MDH)	5/1/2016	12/1/2016
1.10	Ensure stakeholder commitments to data sharing for complete data set. MDH Responsible party: Teri Fritsma (MDH)	5/1/2016	11/1/2016
1.11	MDH will provide MDE with an itemized budget prior to the end of the federal fiscal year to assist with the annual progress reporting that is required under the SLDS grant. MDH & MDE Responsible parties: Teri Fritsma (MDH) and Kara Arzamendia (MDE)	5/1/2016	9/30/2016

1.0	Integrate Health Care Licensure Data	Start Date	End Date
1.12	Leverage the pilot data and knowledge to plan/execute the incorporation and analysis of remaining data—years 2-4 of grant. MDH Responsible party: Teri Fritsma (MDH)	8/1/2016	9/30/2019
1.13	MDH will provide MDE with an itemized budget prior to the end of the federal fiscal year to assist with the annual progress reporting that is required under the SLDS grant. MDH & MDE Responsible parties: Teri Fritsma (MDH) and Kara Arzamendia (MDE)	5/1/2017	9/30/2017
1.14	Design, develop, test and implement automated processes to load, and merge the data obtained from the HLBs. MDH Responsible party: Teri Fritsma (MDH)	3/1/2017	2/1/2018
1.15	Analyze dataset and design reports. MDH Responsible party: Teri Fritsma (MDH)	1/1/2018	7/1/2018
1.16	MDH will provide MDE with an itemized budget prior to the end of the federal fiscal year to assist with the annual progress reporting that is required under the SLDS grant. MDH & MDE Responsible parties: Teri Fritsma (MDH) and Kara Arzamendia (MDE)	5/1/2018	9/30/2018
1.17	Develop, test, and implement reports. MDH Responsible party: Teri Fritsma (MDH)	7/1/2018	1/30/2019
1.18	Create documentation and training and disseminate findings. MDH Responsible party: Teri Fritsma (MDH)	1/30/2019	9/30/2019
1.19	MDH will provide MDE with an itemized budget prior to the end of the federal fiscal year to assist with the annual progress reporting that is required under the SLDS grant. MDH & MDE Responsible parties: Teri Fritsma (MDH) and Kara Arzamendia (MDE)	5/1/2019	9/30/2019

Attachment B

Budget Breakdown by year.

Project 6	Year 1	Year 2	Year 3	Year 4
MDH Program Contract	\$38,500.00	\$38,500.00	\$38,500.00	\$38,500.00
MDH IT	\$68,749.55	\$68,749.55		
Total	\$107,249.55	\$107,249.55	\$38,500.00	\$38,500.00

Total project cost is not to exceed **\$291,499.10**.

Interagency Contract Amendment #3

State of Minnesota

SWIFT Contract No.: 00000000000000000000109238

Contract Start Date:	<u>01/01/2016</u>	Total Contract Amount:	<u>\$454,752.00</u>
Original Contract Expiration Date:	<u>07/31/2020</u>	Original Contract:	<u>\$75,000.00</u>
Current Contract Expiration Date:	<u>n/a</u>	Previous Amendment(s) Total:	<u>\$251,698.00</u>
Requested Contract Expiration Date:	<u>n/a</u>	This Amendment:	<u>\$128,054.00</u>

This Amendment is by and between the State of Minnesota, through its Commissioner of Minnesota Department of Health, 625 Robert Street North, St. Paul, MN 55164 (hereinafter "MDH") and Minnesota Department of Agriculture 625 Robert Street North, St. Paul, MN 55164 (hereinafter "MDA").

Recitals

1. Pursuant to Minnesota Statute section 471.59, subdivision 10, MDH has an interagency agreement with the MDA identified as SWIFT Contract Number 109238 ("Original Agreement") to provide meat sampling and testing services. The purpose of the Original Agreement is for MDA to purchase, process and test up to eight (80) meat samples per month in accordance with FDA-established protocol and to provide monthly results to MDH's laboratory. The MDH lab, in turn, will further characterize bacteria for purposes of assisting in outbreak investigations and sending isolates to the FDA.
2. The Original Agreement is being amended under authority of Minnesota Statute 16C.05, subdivision 2(c) and Minnesota Statute 471.59 to increase the total contract amount.
3. The work proposed in the Original Agreement and this Amendment can be conducted under the authority of Minnesota Statute 144.05, which gives MDH authority to serve as the State Agency to protect the public's health. One method of protecting public health from infectious diseases is by conducting testing and monitoring for foodborne diseases from food and meat products. The purpose of the Amendment is for the MDA to continue activities based upon the Original Agreement, as additional money was made available through the FDA's grant NARMS, Enhance and Strengthen Antibiotic Resistance Surveillance in Retail Food Specimens, to continue the work of the Original Agreement.
4. MDH and MDA 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 3. "**Considerations and Payment**" is amended as follows:

MDH will pay MDA to purchase, process, and test meat samples per month using the protocol established with the CDC and the other study sites. MDA will bill quarterly for these expenses.

- January 1, 2016 – July 31, 2016: \$75,000
- September 1, 2016 – August 31, 2017: \$127,336
- September 1, 2017 – November 30, 2017 - \$31,090.50
- December 1, 2017 – February 28, 2018 - \$31,090.50
- March 1, 2018 – May 31, 2018 - \$31,090.50
- June 1, 2018 – August 31, 2018 - \$31,090.50
- September 1, 2018 – November 30, 2018 = \$32,013.50
- December 1, 2018 – February 28, 2019 = \$32,013.50



AMENDMENT #3 COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Agency: Minnesota Department of Health	Name of Contractor: Minnesota Department of Agriculture
Current contract term: 01/01/2016 through 07/31/2020	Project Identification: Testing Meat Samples

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C. 03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date:
Why is it necessary to amend the end date?
2. <input checked="" type="checkbox"/> Amend Cost <input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below: \$75,000.00 – Original \$127,336.00 – Amendment 1 \$124,362.00 – Amendment 2 \$128,054.00 – Amendment 3
2b. Describe the amendment:
3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract
Describe the changes that are being made:

Interagency Contract Amendment #3

State of Minnesota

SWIFT Contract No.: 00000000000000000000109238

March 1, 2019 – May 31, 2019 = \$32,013.50

June 1, 2019 – August 31, 2019 = \$32,013.50

This interagency agreement will be amended each year to add funds based on the federal awarded amount.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 

Date: 9/24/19

3. MINNESOTA DEPARTMENT OF HEALTH

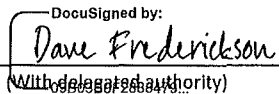
Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: 

Title: Amy Yolanda Castillo, Grants & Contrs. Coord.
Financial Management

Date: 10/8/18

2. MINNESOTA DEPARTMENT OF AGRICULTURE

By: 
(With delegated authority)

Title: Commissioner

Date: 10/3/2018

AMENDMENT COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)
Interagency Agreement Amendment No. 1 for Cost Only

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when it is presented to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: Health/IDEPC	Name of Contractor: Minnesota Department of Agriculture (MDA)
Current agreement term: 1/1/2016 – 7/31/2020	Project Identification: Testing Meat Samples

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C. 03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date:
Why is it necessary to amend the end date? n/a

2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below: \$75,000 – original IAA \$127,336 – Amendment No. 1
2b. Describe the amendment: As explained in the original agreement, we receive funding annually for MDA to test meat samples. We received our federal award from the FDA and thus are amending the agreement for cost only.

3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract
Describe the changes that are being made: n/a

Interagency Contract Amendment #2

State of Minnesota

SWIFT Contract No.: 0000000000000000000109238

Contract Start Date:	<u>01/01/2016</u>	Total Contract Amount:	<u>\$ 326,698.00</u>
Original Contract Expiration Date:	<u>07/31/2020</u>	Original Contract:	<u>\$75,000.00</u>
Current Contract Expiration Date:	<u>n/a</u>	Previous Amendment(s) Total:	<u>\$127,336.00</u>
Requested Contract Expiration Date:	<u>n/a</u>	This Amendment:	<u>\$124,362.00</u>

This Amendment is by and between the State of Minnesota, through its Commissioner of Minnesota Department of Health, 625 Robert Street North, St. Paul, MN 55164 (hereinafter "MDH") and Minnesota Department of Agriculture 625 Robert Street North, St. Paul, MN 55164 (hereinafter "MDA").

Recitals

1. Pursuant to Minnesota Statute section 471.59, subdivision 10, MDH has an Interagency agreement with the MDA identified as SWIFT Contract Number 109238 ("Original Agreement") to provide meat sampling and testing services. The purpose of the Original Agreement is for MDA to purchase, process and test up to eight (80) meat samples per month in accordance with FDA-established protocol and to provide monthly results to MDH's laboratory. The MDH lab, in turn, will further characterize bacteria for purposes of assisting in outbreak investigations and sending isolates to the FDA.
2. The Original Agreement is being amended under authority of Minnesota Statute 16C.05, subdivision 2(c) and Minnesota Statute 471.59 to increase the total contract amount.
3. The work proposed in the Original Agreement and this Amendment can be conducted under the authority of Minnesota Statute 144.05, which gives MDH authority to serve as the State Agency to protect the public's health. One method of protecting public health from infectious diseases is by conducting testing and monitoring for foodborne diseases from food and meat products. The purpose of the Amendment is for the MDA to continue activities based upon the Original Agreement, as additional money was made available through the FDA's grant NARMS, Enhance and Strengthen Antibiotic Resistance Surveillance in Retail Food Specimens, to continue the work of the Original Agreement.
4. MDH and MDA 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 3. "Considerations and Payment" is amended as follows:

MDH will pay MDA to purchase, process, and test meat samples per month using the protocol established with the CDC and the other study sites. ~~MDH~~ MDA will bill quarterly for these expenses.

January 1, 2016 – July 31, 2016: \$75,000

September 1, 2016 – August 31, 2017: ~~\$127,336~~

September 1, 2017 – November 30, 2017 - \$31,090.50

December 1, 2017 – February 28, 2018 - \$31,090.50

March 1, 2018 – May 31, 2018 - \$31,090.50

June 1, 2018 – August 31, 2018 - \$31,090.50

This Interagency agreement will be amended each year to add funds based on the federal awarded amount.

Interagency Contract Amendment #2

State of Minnesota

SWIFT Contract No.: 0000000000000000000109238

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Linda Carlson
Date: 11/30/17

3. MINNESOTA DEPARTMENT OF HEALTH

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

By: David Ullien
(with delegated authority)
Title: Accounting Supervisor Principal
Date: 12/15/17

2. MINNESOTA DEPARTMENT of AGRICULTURE

By: Auson M. Tolson
(With delegated authority)
Title: Assistant Director
Date: 12-13-17

Contract Start Date:	<u>1/1/2016</u>	Total Contract Amount:	<u>\$ 202,336</u>
Original Contract Expiration Date:	<u>7/31/2020</u>	Original Contract:	<u>\$ 75,000</u>
Current Contract Expiration Date:	<u>n/a</u>	Previous Amendment(s) Total:	<u>\$ n/a</u>
Requested Contract Expiration Date:	<u>n/a</u>	This Amendment:	<u>\$ 127,336</u>

This Amendment is by and between the State of Minnesota, through its Commissioner of Health ("MDH") and Minnesota Department of Agriculture ("MDA").

Recitals

1. Pursuant to Minnesota Statute section 471.59, subdivision 10, MDH has an interagency agreement with the MDA identified as SWIFT Contract Number 109238 ("Original Agreement") to provide meat sampling and testing services. The purpose of the Original Agreement is for MDA to purchase, process and test up to eight (80) meat samples per month in accordance with FDA-established protocol and to provide monthly results to MDH's laboratory. The MDH lab, in turn, will further characterize bacteria for purposes of assisting in outbreak investigations and sending isolates to the FDA.
2. The Original Agreement is being amended under authority of Minnesota Statute 16C.05, subdivision 2(c) and Minnesota Statute 471.59.
3. The work proposed in the Original Agreement and this Amendment can be conducted under the authority of Minnesota Statute 144.05, which gives MDH authority to serve as the State Agency to protect the public's health. One method of protecting public health from infectious diseases is by conducting testing and monitoring for foodborne diseases from food and meat products. The purpose of the Amendment is for the MDA to continue activities based upon the Original Agreement, as additional money was made available through the FDA's grant NARMS; Enhance and Strengthen Antibiotic Resistance Surveillance in Retail Food Specimens, to continue the work of the Original Agreement.
4. MDH and MDA 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 3. "Considerations and Payment" is amended as follows:

MDH will pay MDA to purchase, process, and test meat samples per month using the protocol established with the CDC and the other study sites. MDH will bill quarterly for these expenses.

January 1, 2016 – July 31, 2016: \$75,000

September 1, 2016 – August 31, 2017: \$123,336

This interagency agreement will be amended each year to add funds based on the federal awarded amount.

REVISION 2. Addition of Clause 9:

Statutory Authority. MDH and MDA are empowered to enter into this interagency agreement pursuant to Minnesota Statutes §471.59.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Amel Jellou
Date: 11/7/16
SWIFT Contract No. 109328

3. MINNESOTA DEPARTMENT OF HEALTH

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

By: Mary Edwards
(with delegated authority)
Title: Mary Edwards, Acctg. Supv., Fin. Mgmt.
Date: 11/16/16

2. MINNESOTA DEPARTMENT of AGRICULTURE

By: David J. Friedrich
(With delegated authority)
Title: Commissioner
Date: 11/8/16

AMENDMENT COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)
Interagency Agreement Amendment No. 1 for Cost Only

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when it is presented to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: Health/IDEPC	Name of Contractor: Minnesota Department of Agriculture (MDA)
Current agreement term: 1/1/2016 – 7/31/2020	Project Identification: Testing Meat Samples

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C. 03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date:
Why is it necessary to amend the end date? n/a

2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below: \$75,000 – original IAA \$127,336 – Amendment No. 1
2b. Describe the amendment: As explained in the original agreement, we receive funding annually for MDA to test meat samples. We received our federal award from the FDA and thus are amending the agreement for cost only.

3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract
Describe the changes that are being made: n/a

Contract Start Date:	<u>1/1/2016</u>	Total Contract Amount:	<u>\$ 202,336</u>
Original Contract Expiration Date:	<u>7/31/2020</u>	Original Contract:	<u>\$ 75,000</u>
Current Contract Expiration Date:	<u>n/a</u>	Previous Amendment(s) Total:	<u>\$ n/a</u>
Requested Contract Expiration Date:	<u>n/a</u>	This Amendment:	<u>\$ 127,336</u>

This Amendment is by and between the State of Minnesota, through its Commissioner of Health ("MDH") and Minnesota Department of Agriculture ("MDA").

Recitals

1. Pursuant to Minnesota Statute section 471.59, subdivision 10, MDH has an Interagency agreement with the MDA identified as SWIFT Contract Number 109238 ("Original Agreement") to provide meat sampling and testing services. The purpose of the Original Agreement is for MDA to purchase, process and test up to eight (8) meat samples per month in accordance with FDA-established protocol and to provide monthly results to MDH's laboratory. The MDH lab, in turn, will further characterize bacteria for purposes of assisting in outbreak investigations and sending isolates to the FDA.
2. The Original Agreement is being amended under authority of Minnesota Statute 16C.05, subdivision 2(c) and Minnesota Statute 471.59.
3. The work proposed in the Original Agreement and this Amendment can be conducted under the authority of Minnesota Statute 144.05, which gives MDH authority to serve as the State Agency to protect the public's health. One method of protecting public health from infectious diseases is by conducting testing and monitoring for foodborne diseases from food and meat products. The purpose of the Amendment is for the MDA to continue activities based upon the Original Agreement, as additional money was made available through the FDA's grant NARMS: Enhance and Strengthen Antibiotic Resistance Surveillance in Retail Food Specimens, to continue the work of the Original Agreement.
4. MDH and MDA 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 3. "Considerations and Payment" is amended as follows:

MDH will pay MDA to purchase, process, and test meat samples per month using the protocol established with the CDC and the other study sites. MDH will bill quarterly for these expenses.

January 1, 2016 – July 31, 2016: \$75,000

September 1, 2016 – August 31, 2017: \$123,336

This Interagency agreement will be amended each year to add funds based on the federal awarded amount.

REVISION 2. Addition of Clause 9:

Statutory Authority. MDH and MDA are empowered to enter into this Interagency agreement pursuant to Minnesota Statutes §471.59.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: *Chris Nelson*

Date: 11/7/16

SWIFT Contract No. 109328

2. MINNESOTA DEPARTMENT OF AGRICULTURE

By: *Cheryl Anderson*
(With delegated authority)

Title: Commissioner

Date: 11/8/16

3. MINNESOTA DEPARTMENT OF HEALTH

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

By: *Mary Edwards*

Title: Mary Edwards, Acctg. Supv., Fin. Mgmt.
(with delegated authority)

Date: 11/10/16

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Health (MDH) and Minnesota Department of Agriculture (MDA).

Agreement

1 Term of Agreement

1.1 *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.

1.2 *Expiration date:* July 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MDA will purchase, process and test up to eighty (80) meat samples per month using the protocol established with the FDA and the other study sites. MDH has been working with MDA, CDC, and FDA on the Retail Food Study since its inception in 2002. MDH and MDA are culturing meats from retail locations in the seven-county metropolitan area for Salmonella and chicken and ground turkey for Campylobacter. This study has contributed substantial data to our understanding of the species, serotypes, and antimicrobial resistance types of Campylobacter and Salmonella found in various retail meats and has helped guide foodborne disease outbreak investigations where meats may have been the source of infection in humans. MDA regularly sends results to MDH (usually once per month), and the MDH lab further characterizes bacteria to help us with outbreak investigations and sends isolates to FDA.

3 Consideration and Payment

MDH will pay MDA to purchase, process, and test meat samples per month using the protocol established with the CDC and the other study sites. MDH will bill quarterly for these expenses.

January 1, 2016 – July 31, 2016: \$75,000

This interagency agreement will be amended each year to add funds based on the federal awarded amount.

4 Conditions of Payment

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

5 Authorized Representative

MDH's Authorized Representative is Stephanie Meyer, Epidemiologist Senior, 625 Robert Street North, St. Paul, MN 55155, 651-201-5824, or her successor.

MDA's Authorized Representative is Gareth Horvath, Laboratory Director, 601 Robert Street North, St. Paul, MN 55155, 651.201.6563.

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: *Chris Gallone*
Date: 5/11/16

3. MINNESOTA DEPARTMENT OF HEALTH

By: *Amy Yolanda Castillo*
(with delegated authority)
Amy Yolanda Castillo, Grants & Contrs. Coord.
Title: Financial Management
Date: 5/19/16

2. MINNESOTA DEPARTMENT OF AGRICULTURE

By: *Phil J. Friedman*
(with delegated authority)
Title: Commissioner
Date: 5/13/16

Amendment 3 to IAK%103274

Agreement Start Date:	<u>1/1/2016</u>	Total Agreement Amount:	<u>\$1,614,230.08</u>
Original Agreement Expiration Date:	<u>12/31/2016</u>	Original Agreement:	<u>\$425,329.80</u>
Current Agreement Expiration Date:	<u>12/31/2018</u>	Previous Amendment(s) Total:	<u>\$725,226.58</u>
Requested Agreement Expiration Date:	<u>12/31/2019</u>	This Amendment:	<u>\$463,673.70</u>

Recitals

1. The Minnesota Department of Human Services (hereinafter "DHS") has an agreement with the Minnesota Department of Health (hereinafter "MDH") identified as IAK%103274 ("Original Agreement") to direct DHS Medicaid funds to Minnesota Immunization Information Connection (MIIC) Regional Entities through grant agreements between MDH and the MIIC Regional Entities.
2. DHS continues to require direction of Medicaid funds to MIIC Regional Entities.
3. DHS and MDH are willing to amend the Original Agreement as stated below.

Amendment

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

REVISION 1. Clause 1. "Term of Agreement" is amended as follows:

1 Term of Agreement

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

1.2 Expiration date: ~~December 31st, 2018~~ December 31st, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3. "Consideration and Payment" is amended as follows:

3.1 MDH will ensure that MIIC Regional Entities ~~to~~ submit quarterly invoices to MDH with the number of reminder/recall notices sent to the Medicaid eligible population within their jurisdiction. MDH will track the number of notices sent per MIIC regional entity and calculate reimbursement due to the regional entities. MDH will then submit quarterly invoices to DHS no later than 3 months after the end of the quarter for which payment is requested, and DHS will reimburse MDH at a rate of \$0.92 per MA-eligible child served by the regional entities in Calendar Year 2016, a rate of \$0.84 per MA-eligible child served by the regional entities in Calendar Year 2017, a rate of \$0.62 per MA-eligible child served by the regional entities in Calendar Year 2018, and a rate of \$0.90 per MA-eligible child served by the regional entities in Calendar Year 2019.

3.2. The total obligation of DHS for all compensation and reimbursements to MDH under this agreement will not exceed \$425,329.80 for calendar year 2016. The total obligation of DHS for all compensation and reimbursements to MDH under this agreement will not exceed \$410,727.24 for calendar year 2017. The total obligation of DHS for all compensation and reimbursements to MDH under this agreement will not exceed \$314,499.34 for calendar year 2018. The total obligation of DHS for all compensation and reimbursements to MDH under this agreement will not exceed \$463,673.70 for calendar year 2019.

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

IAK%103274

AMENDMENT COVER SHEET

AMENDMENT FOR INTERAGENCY AGREEMENT

Amendment Number: 3 to IAK%103274

Start Date: 1/1/2016

Original Expiration Date: 12/31/2016

Current Expiration Date: 12/31/2018

Requested Expiration Date: 12/31/2019

Original Agreement Amount: \$425,329.80

Total Agreement Amount: \$1,614,230.08

Previous Amendment(s) Total: \$725,226.58

Amendment Amount: \$463,673.70

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: Debra L. Loman

Date: 10/11/18

SWIFT Contract No: IAK%103274

SWIFT PO #: 3-64296

2. MINNESOTA DEPARTMENT OF HEALTH

By: Dawn Ullian

Title: Accounting Supervisor Principal

Date: 10/11/18

3. MINNESOTA DEPARTMENT OF HUMAN SERVICES

By: Matt J. Moore
With delegated authority

Title: Assistant Commissioner

Date: 10/18/18

Distribution:

Minnesota Department of Human Services – Original (fully executed) contract

Minnesota Department of Health - Original (fully executed) contract

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

R# 110773

**AMENDMENT COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when it is presented to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: Human Services	Name of Contractor: Minnesota Department of Health
Current contract term: June 15, 2016 – Dec. 31, 2019	Project Identification: Electronic Exchange of Health Information

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C. 03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date:
Why is it necessary to amend the end date?

2. <input checked="" type="checkbox"/> Amend Duties and Cost	<input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below:	
Original Contract	\$1,453,727
Amendment 1	\$ 0
Amendment 2	\$2,679,649
Amendment 3	\$282,639
Amendment 4	\$1,551,433
Total	\$5,967,448
2b. Describe the amendment:	
This amendment adjusts funding for current approved activities in FFY19, as referenced in HIT IAPDU-8_Minnesota Electronic Health Record Incentive Program (MEIP) – October 2018.	

3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract
Describe the changes that are being made:

AMENDMENT NO. 4 to IAK%110773

Contract Start Date:	June 15, 2016	Total Contract Amount:	\$5,967,448
Original Contract Expiration Date:	Dec. 31, 2019	Original Contract:	\$1,453,727
Current Contract Expiration Date:	N/A	Previous Amendment(s) Total:	\$2,962,288
Requested Contract Expiration Date:	N/A	This Amendment:	\$1,551,433

This amendment is by and between the State of Minnesota, through its Department of Human Services ("DHS") and the Minnesota Department of Health ("MDH").

Recitals

1. The DHS has a contract with MDH identified as SWIFT Contract Number IAK%110773 ("Original Contract") to provide federal funding for electronic exchange of health information.
2. Both parties have agreed to amend the contract to address budget corrections for increases in FFY19 as referenced in HIT IAPDU-8 Minnesota Electronic Health Record Incentive Program (MEIP) – October 2018.
3. DHS and MDH are willing to amend the Original Contract as stated below.

REVISION 1. Attachment A. "MDH HIT & HIE IAPD Budget" is amended as follows:

Attachment A

Minnesota Department of Health & Department of Human Services Inter-Agency Agreement

HIT IAPD_FFY17 (10/1/2016-9/30/2017)

State Cost Category	FFP%	Federal Share	State Share	Total
State Staff Costs	90%	468,638	52,071	520,709
Supplies	90%	9,417	1,046	10,463
Contractor Cost	90%	150,300	16,700	167,000
<i>Subtotal</i>	90%	628,355	69,817	698,172
Indirect (19.07%)	50%	53,031	53,031	106,062
Sub Total HIT		681,386	122,848	804,234

HIE IAPD_FFY17 (10/1/2016-9/30/2017)

State Cost Category	FFP%	Federal Share	State Share	Total
State Staff Costs	90%	595,553	66,173	661,726
Supplies	90%	10,449.00	1161.00	11,610.00

Contractor Cost	90%	94,500.00	10,500.00	105,000.00
<i>Subtotal</i>	90%	700,502	77,834	778,336
Indirect (19.07%)	50%	66,586	66,586	133,172
Subtotal-HIT		767,088	144,420	911,508

HIT IAPD FFY18 (10/1/2017-9/30/2018)

State Cost Category	FFP %	Federal Share	State (MDH) Share	Total
State Staff Costs	90%	613,859 575,828	68,206 63,981	682,065 639,809
Supplies	90%	9,147 0	1,016 0	10,163 0
Contractor Cost	90%	38,160 0	4,240 0	42,400 0
<i>Subtotal</i>	90%	661,166 575,828	73,462 63,981	734,628 639,809
Indirect (23.14%)	90%	149,370 103,628	16,597 11,514	165,967 115,142
Grand Total		810,536 679,456	90,059 75,495	900,595 754,951

HIE IAPD FFY18 (10/1/2017-9/30/2018)

State Cost Category	FFP %	Federal Share	State (MDH) Share	Total
State Staff Costs	90%	1,607,047 579,168	178,561 64,352	1,785,608 643,520
Supplies	90%	23,453 0	2,606 0	26,059 0
Contractor Cost	90%	144,000 0	16,000 0	160,000 0
<i>Subtotal</i>	90%	1,774,500 579,168	197,167 64,352	1,971,667 643,520
Indirect (23.14%)	90%	382,505 106,604	42,500 11,845	425,005 118,449
Grand Total		2,157,005 685,772	239,667 76,197	2,396,672 761,969

HIT IAPD FFY19 (10/10/2018-9/30/2019)

State Cost Category	FFP %	Federal Share	State (MDH) Share	Total
State Staff Costs	90%	1,181,966	131,330	1,313,295
Supplies	90%	19,800	2,200	22,000
Contractor Cost	90%	225,000	25,000	250,000
<i>Subtotal</i>	90%	1,426,766	158,530	1,585,295
Indirect (23.14%)*	90%	283,295	31,477	314,772
<i>Sub Total HIT</i>		1,710,061	190,007	1,900,067

HIE IAPD FFY19 (10/10/2018-9/30/2019)

State Cost Category	FFP %	Federal Share	State (MDH) Share	Total
State Staff Costs	90%	1,836,108	204,012	2,040,120
Supplies	90%	21,600	2,400	24,000
Contractor Cost	90%	495,000	55,000	550,000
<i>Subtotal</i>	90%	2,352,708	261,412	2,614,120
Indirect (23.14%)*	90%	539,451	59,939	599,390
<i>Subtotal HIT</i>		2,892,159	321,351	3,213,510

*Or the current federally approved indirect rate.

Remainder of the page left blank intentionally.

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

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

APPROVED:

**1. DEPARTMENT OF HUMAN SERVICES
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 #: _____

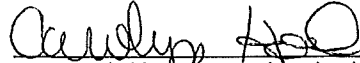
2. DEPARTMENT OF HUMAN SERVICES

By: _____

Title: _____

Date: _____

3. DEPARTMENT OF HEALTH

By:  _____
(with delegated authority)

Title: Accounting Director

Date: 11/8/18

Distribution:
DHS – Original (fully executed) contract
MDH
Contracting, Procurement & Legal Compliance
Contracts Unit - #0238

AMENDMENT TO INTERAGENCY AGREEMENT COVER SHEET

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when it is presented to the Department of Administration for approval. Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: Human Services	Name of Contractor: Minnesota Department of Health
Current contract term: June 15, 2016 – Dec. 31, 2019	Project Identification: Electronic Exchange of Health Information

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C. 03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date:
Why is it necessary to amend the end date?

2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below:
Original Contract: \$1,453,727
Amendment 1: \$0
Amendment 2: \$2,679,649
Amendment 3: \$282,639
New total: \$4,416,015
2b. Describe the amendment:
This amendment adds funding for expansion of current approved activities in FFY18, as referenced in HIT IAPDU-6_Minnesota Electronic Health Record Incentive Program (MEIP) – September 2017.

3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract
Describe the changes that are being made:

11/18/15

AMENDMENT NO. 3 to IAK%110773

Contract Start Date:	<u>June 15, 2016</u>	Total Contract Amount:	<u>\$4,416,015</u>
Original Contract Expiration Date:	<u>Dec. 31, 2019</u>	Original Contract:	<u>\$1,453,727</u>
Current Contract Expiration Date:	<u>N/A</u>	Previous Amendment(s) Total:	<u>\$2,679,649</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$282,639</u>

This amendment is by and between the State of Minnesota, through its Department of Human Services ("DHS") and the Minnesota Department of Health ("MDH").

Recitals

1. The DHS has a contract with MDH identified as SWIFT Contract Number IAK%110773 ("Original Contract") to provide federal funding for electronic exchange of health information.
2. Both parties have agreed to amend the contract to address budget corrections for increases in FFY18 as referenced in HIT IAPDU-6 Minnesota Electronic Health Record Incentive Program (MEIP) – September 2017.
3. DHS and MDH are willing to amend the Original Contract as stated below.

REVISION 1. Attachment A. "MDH HIT & HIE IAPD Budget" is amended as follows:

Attachment A

**Minnesota Department of Health & Department of Human Services
Inter-Agency Agreement**

HIT IAPD FFY17 (10/1/2016-9/30/2017)

State Cost Category	FFY %	Federal Share	State Share	Total
State Staff Costs	90%	468,638	52,071	520,709
Supplies	90%	9,417	1,046	10,463
Contractor Cost	90%	150,300	16,700	167,000
<i>Subtotal</i>	90%	628,355	69,817	698,172
Indirect (19.07%)	50%	53,031	53,031	106,062
GrandTotal HIT		681,386	122,848	804,234

HIE IAPD FFY17 (10/1/2016-9/30/2017)

State Cost Category	FFY %	Federal Share	State Share	Total
State Staff Costs	90%	595,553	66,173	661,726
Supplies	90%	10,449.00	1161.00	11,610.00

Form J (Rev. 11.18.15)

Contractor Cost	90%	94,500.00	10,500.00	105,000.00
<i>Subtotal</i>	90%	700,502	77,834	778,336
Indirect (19.07%)	50%	66,586	66,586	133,172
Grand Total HIE		767,088	144,420	911,508

HIT IAPD FFY18 (10/1/2017-9/30/2018)

State Cost Category	FFP %	Federal Share	State Share	Total
State Staff Costs	90%	613,859	68,206	682,065
Supplies	90%	9,147	1,016	10,163
Contractor Cost	90%	38,160	4,240	42,400
<i>Subtotal</i>	90%	661,166	73,462	734,628
Indirect (19.07 23.14%)	50 90%	68,387 149,370	63,388 16,597	136,775 165,967
Grand Total HIT		729,553 810,536	141,860 90,059	871,403 900,595

HIE IAPD FFY18 (10/1/2017-9/30/2018)

State Cost Category	FFP %	Federal Share	State Share	Total
State Staff Costs	90%	1,606,994 1,607,047	178,555 178,561	1,785,546 1,785,608
Supplies	90%	23,453	2,606	26,059
Contractor Cost	90%	144,000	16,000	160,000
<i>Subtotal</i>	90%	1,774,444 1,774,500	197,161 197,167	1,971,605 1,971,667
Indirect (19.07 23.14%)	50 90%	180,905 382,505	180,906 42,500	361,814 425,005
Grand Total		1,955,349 2,157,005	378,067 239,667	2,333,416 2,396,672

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

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

APPROVED:

**1. DEPARTMENT OF HUMAN SERVICES
ENCUMBRANCE VERIFICATION**

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

By: *[Signature]*

Date: 2/28/18

SWIFT Contract No. 110773

SWIFT PO #: 3-51730

3. DEPARTMENT OF HEALTH

By: *[Signature]*
(with delegated authority)

Title: Accounting Supervisor Principal

Date: 2/28/18

2. DEPARTMENT OF HUMAN SERVICES

By: *[Signature]*

Title: Assistant Commissioner

Date: 3/30/18

Distribution:
DHS – Original (fully executed) contract
MDH
Contracting, Procurement & Legal Compliance
Contracts Unit - #0238

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
Between the
Minnesota Departments of Commerce and Health

Agreement**

1 Term of Agreement

- 1.1 **Effective date:** July 1, 2016 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 THE DEPARTMENT OF COMMERCE (hereinafter referred to as DOC) SHALL:

- A. Assume responsibility for the duties specified in this Agreement related to financial solvency monitoring, regulation, rehabilitation and liquidation of all entities that are licensed or applying for licensure under Minnesota Statutes chapters 62D, 62N or 62T, and of all county boards or groups of county boards that purchase or provide or that are proposing to purchase or provide health care services under Minnesota Statutes section 256B.692. Entities that are licensed under Chapters 62D, 62N or 62T shall hereinafter be collectively referred to as "MDH-regulated health plan companies." County boards and groups of county boards that elect to purchase or provide health care services under Minnesota Statutes section 256B.692 shall hereinafter be collectively referred to as "county-based purchasers." Services to be provided by the DOC shall include but not be limited to:
1. Schedule and conduct financial examinations as required and permitted by statutes. Financial examinations shall be conducted in a manner consistent with Minnesota law and standards developed by the National Association of Insurance Commissioners (NAIC). DOC will conduct examinations using procedures contained in the NAIC Financial Condition Examiners Handbook. Except where Minnesota law is more specific, DOC will determine compliance with the accounting practices and procedures contained in the NAIC Accounting Practices and Procedures manual, and the NAIC Health Annual Statement Instructions. (Financial Examinations)
 2. Review and analyze periodic financial reports filed by MDH-regulated health plan companies and by county-based purchasers; (Financial Analysis)
 3. Within 15 days of receiving each annual and quarterly financial report filed by any MDH-regulated health plan company, provide a copy of the report to the Managed Care Systems Section of MDH, Suite 300, 85 7th Place E., Golden Rule Building, St. Paul, Minnesota; (Financial Analysis)
 4. Within 15 days of receiving each annual and quarterly financial report filed by any entity under contract for prepaid Medicaid services with the Minnesota Department of Human Services, provide a copy of the report to the Purchasing and Service Delivery Division of the Minnesota Department of Human Services, 444 Lafayette Road, St. Paul, Minnesota; (Financial Analysis)

5. Within 60 days of receiving each annual financial report of Minnesota Health Maintenance Organizations (HMOs), provide a summary report of the premium revenue reported by all HMOs for the purpose of calculating the annual surcharge pursuant to Minnesota Statutes section 256.9657, Subd. 3 by the Department of Human Services; (Health Actuarial)
 6. Report the findings of financial examinations and/or financial analysis reviews to the Commissioner of Health via Thomas Major, Managed Care Systems or his successor.; (Insurance Solvency Manager)
 7. Recommend enforcement or other remedial action to the Commissioner of Health; (Insurance Solvency Manager)
 8. Review applications by entities seeking certificates of authority, licenses or approvals under chapters 62D (HMOs), 62N (CISNs) and 62T (community purchasing arrangements) regarding the solvency condition of the applicant, and make recommendations to the Commissioner of Health regarding the applicant's compliance with the financial requirements; (Financial Analysis)
 9. Review preliminary and final proposals submitted by entities that are or wish to be county-based purchasers, and make recommendations to the Commissioner of Health regarding the entity's compliance with the financial requirements; (Financial Analysis)
 10. Communicate/correspond directly with MDH-regulated health plan companies or applicants and with entities that are or wish to be county-based purchasers to the extent necessary to accomplish the tasks set forth above; and (Financial Analysis)
 11. Upon adoption of an order of rehabilitation or liquidation by the Commissioner of Health, serve as the Commissioner of Health's agent in effecting and monitoring the orderly rehabilitation or liquidation of health maintenance organizations pursuant to the provisions of chapter 60B and section 62D.1 8. (Deputy Commissioner)
- B. Assume responsibility for providing all actuarial services necessary to determine that MDH-regulated health plan companies or applicants for licensure under Minnesota Statutes chapters 62D, 62N and 62T comply with all financial and rate filing requirements. Services to be provided by the DOC shall include but not be limited to: (Health Actuarial)
1. Review rate filings and rate increase filings for compliance with statutory requirements contained primarily in Minnesota Statutes Chapters 62A and 62L;
 2. Review actuarial memoranda sent with filings for correctness and compliance with Actuarial Standards of Practice;
 3. Make recommendations to the Commissioner of Health that rate filings be approved or disapproved;
 4. Provide actuarial support to financial examiners with regard to actuarially correct calculations and reporting of actuarial items such as claim reserves, premium reserves and provider contract liabilities;
 5. Provide actuarial support to desk analysts, including review of annual reports and quarterly audited financial statements required by Minnesota Statutes section 62D.09;
 6. Review the MDH-regulated health plan company or applicant's calculation of their Risk-Based Capital and related information that appears in their annual report;
 7. Review any actuarial opinions provided by MDH-regulated health plan companies or applicants for licensure or certificate of authority; and
 8. Provide other miscellaneous support, such as providing technical information to the legislature relating to proposed legislation.

- C. Provide consultation services to MDH with respect to impact of financial and rate regulation in connection with approval or disapproval of policies, certificates of coverage, provider agreements, management agreements and similar documents that arise in connection with MDH's jurisdiction.

MDH will send copies of documents to DOC and identify any special issues for which consultation is sought.

DOC will respond with recommendations to MDH within 20 days of receipt of documents from MDH. Expedited reviews will be addressed on a case-by-case basis.

- D. Provide consultation services to MDH with respect to investigation of financial and premium rate complaints that arise in connection with MDH's investigation of consumer complaints under its jurisdiction.
 - 1. Review those cases or portions of cases referred to it by MDH that fall within DOC's special financial expertise;
 - 2. Perform any research or investigation necessary to appropriately analyze the issues referred;
 - 3. Provide a report to MDH setting forth its conclusion as to the financial matters at issue, and its recommendations for any action it believes MDH should take regarding the financial matters; and
 - 4. Keep records of its research and investigation into financial matters referred by MDH, and make the records available to MDH on request.
- E. Participate, on request, in support of any administrative or judicial proceeding related to a disciplinary action undertaken by MDH insofar as the action is based on DOC's recommendations regarding financial matters.
- F. As ordered by the Commissioner of Commerce, implement recommendations for corrective or disciplinary action proposed by MDH in connection with cases referred by DOC to MDH with respect to health care issues.

2.2 THE DEPARTMENT OF HEALTH SHALL:

- A. Provide consultation services to DOC with respect to utilization review organization registration, monitoring and regulation of all entities subject to Chapter 62M and arrangements for differential coverage through providers designated by an insurer subject to Minnesota Statutes section 72A.20, Subd. 15.
 - 1. If requested to do so by DOC, MDH will review applications, annual submissions, consumer complaints or other issues that fall within its special health care expertise;
 - 2. Perform any research or investigation necessary to appropriately analyze the issues referred;
 - 3. Provide a written report to DOC setting forth its conclusions as to the health care matters at issue, and its recommendations for any action it believes DOC should take regarding the health care matters; and
 - 4. Keep records of its research and investigation into health care matters referred by DOC, and will make the records available to DOC.

- B. Provide consultation services to DOC with respect to issues of health care, including medical necessity, quality of care, and access to care, that arise in connection with DOC's investigation of consumer complaints under its jurisdiction.
1. Review those cases or portions of cases referred to it by DOC that fall within its special health care expertise;
 2. Perform any research or investigation necessary to appropriately analyze the issues referred;
 3. If providing such services requires retention of third party vendors, solely for DOC's investigation, MDH agrees not to retain such services unless it first receives written authorization from DOC. In addition, DOC shall be responsible for the costs of such third party services;
 4. Provide a written report to DOC setting forth its conclusions as to the health care matters at issue, and its recommendations for any action it believes DOC should take regarding the health care matters; and
 5. Keep records of its research and investigation into health care matters referred by DOC, and will make the records available to DOC on request.
- C. Participate, on request, in support of any administrative or judicial proceeding related to a disciplinary action undertaken by DOC insofar as the action is based on MDH's recommendations regarding health care matters.
- D. As ordered by the Commissioner of Health, implement recommendations for corrective or disciplinary action proposed by DOC in connection with issues of financial solvency, rates, and contract approval.
- E. Transfer records, annual reports, identification of county-based purchasers and related financial requirements and such other documents to DOC as may be required by DOC to conduct its responsibilities under this agreement.
- F. Retain responsibility for ordering corrective and disciplinary action in connection with deficiencies in GLBA compliance by entities regulated by the MDH and defined under 15 U.S.C. § 6801 *et seq.*, as a "financial institution" or person engaging in the provision of insurance.

3 Right to communicate and correspond directly

MDH and DOC agree that each has the right to communicate and correspond directly with health plan companies under the regulatory jurisdiction of the other to the extent that such communication and correspondence is necessary to accomplish the tasks set forth in this Agreement. MDH and DOC further agree that DOC has the right to communicate and correspond directly with entities that are or wish to be county-based purchasers to the extent that such communication and correspondence is necessary to accomplish the tasks set forth in this Agreement.

4 Consideration and Terms of Payment

MDH shall reimburse DOC for its personnel costs and other expenses actually incurred by DOC in performing the services specified in paragraphs 2.1 (A), and 2.1 (B) of this Agreement.

There will be no payments by either party for services performed under paragraphs 2.1 (C), 2.1 (D), 2.1 (F), and of 2.2 of this Agreement.

The total amount to be reimbursed to DOC for services specified in paragraphs 2.1 (A), 2.1 (B) and 2.1 (E) of this Agreement for MDH-regulated health plan companies shall not exceed \$300,000 for each one-year period of this agreement. Beginning July 1, 2016, and at the beginning of each fiscal year thereafter for the life of this Agreement, MDH will transfer \$100,000 to DOC to provide cash needed to begin work. Thereafter, DOC will bill MDH quarterly and attach documents to support the amount of the invoice, beginning with the quarter ending September 30, 2016 and continuing throughout the term of this Agreement. In each invoice, DOC will separately itemize personnel and other expenses related to each financial examination performed by DOC under paragraph 2.1(A) of this Agreement and shall itemize services by MDH-regulated health plan companies and county-based purchasers. At the end of each fiscal year during the life of this Agreement, MDH will process a transfer correction in the amount of \$100,000.

MDH shall reimburse DOC for services performed and expenses incurred under paragraph 2.1 (E).

5 Authorized Representatives

MDH's Authorized Representative is Thomas Major, Health Program Manager, Managed Care Systems, or his successor, Suite 300, 85 7th Place E., Golden Rule Building, St. Paul, MN 55101,

DOC's Authorized Representative is Kathleen Orth, Chief Examiner-Solvency Manager, or her successor, 85 7th Place E., Suite 500, Golden Rule Building, St. Paul, MN 55101.

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 authorized by law, and shall not be responsible for the acts of any others and the results thereof. MDH and DOC shall be governed by the provisions of the Minnesota Tort Claims Act

8 Data Issues

MDH and DOC agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either agency to the other, in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either agency in accordance with this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this paragraph by either agency. Whenever either agency receives a data practices request for data related to the authority of the other agency according to this Agreement, the agency receiving the data practices request shall promptly notify the other agency, and the other agency shall respond to the request.

All reports, studies, photographs, negatives, data, surveys, or other finished or unfinished documents prepared by DOC or obtained by DOC under paragraph 2.1 of this Agreement, and all records, annual reports and other documents transferred from MDH to DOC under paragraph 2.1(E) of this Agreement, shall be remitted to MDH by DOC within 30 calendar days after the completion, termination, or cancellation of this Agreement.

9 Termination

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

In addition, if at any time funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by MDH to DOC. In the event of such termination, DOC shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

10 Assignment

Neither MDH nor DOC shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party.

11 Other Provisions

Unless otherwise indicated, all references to days in this Agreement mean working days.

MINNESOTA DEPARTMENT OF HEALTH

By: Mary Edwards
(with delegated authority)

Print Name: _____
Title: Mary Edwards, Acctg. Supv., Fin. Mgmt
Date: 6/30/16

MINNESOTA DEPARTMENT OF COMMERCE

By: Anne O'Connor
(with delegated authority)

Print Name Anne O'Connor
Title: Deputy Commissioner-Chief of Staff
Date: 7.8.16

STATE ENCUMBRANCE VERIFICATION

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

Signed: Amy Jellison
Print Name: Amy Jellison
Title: Accounting Officer
Date: 6/29/16

110569

Contract Start Date:	<u>July 1, 2016</u>	Total Contract Amount:	<u>\$300,000.00</u>
Original Contract Expiration Date:	<u>June 30, 2018</u>	Original Contract:	<u>\$120,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2018</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Contract Expiration Date:	<u>June 30, 2021</u>	This Amendment:	<u>\$180,000.00</u>

This amendment #1 is by and between the State of Minnesota, through its Commissioners of Department of Education ("MDE") whose designated business address is 1500 Highway 36 West, Roseville, MN 55113 and Department of Health ("MDH").

Recitals

1. MDE has an Interagency agreement with MDH identified as SWIFT Contract Number 110569 ("Original Interagency Agreement") to provide support and promote the development and coordination of systems of care for the Maternal and Child Health (MCH) population.
2. Amendment #1 is being done to add more time, duties, and funding so MDH can continue to provide support for this project.
3. MDE and MDH are willing to amend the Original Interagency Agreement as stated below.

Interagency Agreement Amendment #1

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

REVISION 1. Clause 1, "Term of Agreement" is amended as follows:

1 Term of Agreement

- 1.1 **Effective Date:** This Agreement will be effective July 1, 2016 or on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date:** This Agreement will expire on ~~June 30, 2018~~ June 30, 2021 or when all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2, "Scope of Work" is amended as follows:

2 Scope of Work

MDH will perform the below duties:

- 2.1 Submit a work plan and budget that addresses each duty as listed below and as required to meet legislative requirements under statutes 125A.023 and 125A.027.
 - 2.1.1 Evaluating, improving, and implementing the coordinated interagency statewide service system for children and youth with disabilities and their families, consistent with IDEA Part B, 34 CFR 300, Minnesota Statutes 125A.023 and 125A.027 and IDEA Part B State Performance Plan indicators, specifically numbers 1 (Graduation), 2 (Drop out), 8 (Parent Involvement), 13 (Post-Secondary Transition Services) and 14 (Post School Outcomes), and that students on Individual Education Plans (IEPs) who are Black and American Indian improve in all of the State Performance Plan (SPP) Indicator areas (~~this last area was completed during the original interagency agreement timeline~~).
 - 2.1.2 Alignment of federal and state goals and measures outlined in the State Systemic Improvement Plan (SSIP), Maternal Child Health Performance Management System, and Olmsted Plan.
 - 2.1.3 Assuring the health care needs of students with disabilities between the ages of 3 and 21 in Minnesota are addressed and incorporated into the statewide improvement work currently being addressed by various state agencies.
 - 2.1.4 This work plan and budget shall be submitted to the MDE no later than September 15 of each calendar year.
- 2.2 Submit quarterly reports giving a status update on the work plan tasks to MDE following the timelines below. MDE and MDH staff will meet at a mutually agreed upon location at least quarterly in the beginning of September 2016 to discuss the progress of activities.
 - 2.2.1 Quarterly reports are due on the following schedule:
 - i. Quarter 1 will run from July 1st to Sept. 30th of each calendar year, due no later than Oct. 31st

AMENDMENT COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: MN Dept. of Education (MDE)	Name of Contractor: MN Dept. of Health (MDH)
Current contract term: 7/1/16-6/30/18	Project Identification: SWIFT contract #110569, MCH population project

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C.03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input checked="" type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date: June 30, 2021
Why is it necessary to amend the end date? MDE is requesting additional time for MDH to continue to work on this project.

2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below: \$120,000.00 (original interagency agreement total) \$180,000.00 (amendment #1 increase) \$300,000.00 (new grand total)
2b. Describe the amendment: An additional \$180,000 is being added (\$60,000 per state fiscal year) via amendment #1 for MDH to continue to provide the services under this interagency agreement for the next three years.

3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract
Describe the changes that are being made:

- ii. Quarter 2 will run from Oct. 1st to Dec. 31st of each calendar year, due no later than Jan. 31st
 - iii. Quarter 3 will run from Jan. 1st to March 31st of each calendar year, due no later than April 30th
 - iv. Quarter 4 will run from April 1st to June 30th of each calendar year, due no later than July 31st
- 2.3 Assign staff to implement work plan which specifically must include improvement activities/strategies related to:
- 2.3.1 Local interagency training efforts, such as; the interagency coordinated planning model;
 - 2.3.2 Home, community, and post school transition especially as it pertains to transition and self-advocacy to and within the adult health care system;
 - 2.3.3 Identify coordination of services and funding responsibilities across the health care system.
 - 2.3.4 Developing strategies for partnering between schools and medical home care coordination activities.
- 2.4. Participate on an interagency team focused on regional/statewide training or work plan activities identified in the annual Minnesota System of Interagency Coordination work plan approved by the State Interagency Committee as required in Minn. Stat. 125A.023. These meetings will be held one to two times per month at the MDE office located at 1500 Highway 36 West, Roseville, MN 55113 or other mutually agreed upon location(s).
- 2.5. Provide coordination, planning, facilitation and assist in the documentation needs of the State Interagency Committee meetings and other state team planning meetings for the Minnesota State Interagency System of Coordination Initiative. This task was completed during the original interagency agreement timeline.
- 2.6. Provide consultation and technical assistance as needed to support the health care role within the District SSIP implementation processes specifically in Duluth, Minneapolis, St. Paul and Osseo. Any travel expenses will be covered by MDH outside of this agreement. This task was completed during the original interagency agreement timeline.

REVISION 3. Clause 3 "Consideration and Payment" is amended as follows:

3 Consideration and Payment

- 3.1 MDH will be paid \$60,000.00 per fiscal year for services provided as outlined in the approved budget.
- 3.2 MDH must submit invoices for payment, using the format set forth in section 4.3.
- 3.3 The total obligation of MDE for all compensation and reimbursements to MDH under this Agreement will not exceed ~~\$420,000.00~~ \$300,000.00.

REVISION 4. Clause 4 "Conditions of Payment" is amended as follows:

4 Conditions of Payment

- 4.1 All services provided by MDH under this Agreement must be performed to MDE's satisfaction, as determined at the sole and reasonable discretion of MDE's Authorized Representative.
- 4.2 MDE will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MDE will make undisputed payments no later than 30 days after receiving MDH's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MDE will notify MDH within 10 days of discovering the error. After MDE receives the corrected invoice, MDE will pay MDH within 30 days of receipt of such invoice.
- 4.3 MDH must submit invoices quarterly upon completion of the above services for actual amounts expended. Invoices are due following the same reporting schedule listed in clause 2.2.1 to Accounts Payable. Invoice(s) ~~must~~ should include the following information:
MDE's Authorized Representative's name
The Purchase Order (PO) and Agreement number
Dates of service with corresponding amounts
~~Itemized expenses with original receipts (if applicable) and corresponding amounts.~~
The subject line of the email with the invoice attached must should contain the MDE's Authorized Representative's name, Purchase Order (PO) and Agreement number. The preferred method of obtaining an invoice from a State Agency is by email.

Submit invoices via email to Accounts Payable Department:

MN Department of Education
Accounts Payable Department
MDE.AccountsPayable@state.mn.us

Should an invoice need to be submitted via U.S. Mail, please use the following address:

MN Department of Education
Attn: Accounts Payable Department

1600 Highway 36 West
Roseville, MN 55113-4266

REVISION 5. Clause 9.2 "Accessibility Standards" is amended as follows:

- ~~9.2 Accessibility Standards. MDH agrees to comply with the State of Minnesota's Accessibility Standard (<http://mn.gov/mnit/programs/accessibility/>) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MDH's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:~~
- ~~— All videos must include closed captions, audio descriptions and a link to a complete transcript;~~
 - ~~— All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MDH will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and~~
 - ~~— All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.~~

9.2 Accessibility Standards. MDH agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: <http://mn.gov/mnit/programs/policies/accessibility/>

9.2.1 Contact the MDE Communication Office at mde.contactus@state.mn.us for specific guidance on creating content that meets our accessibility requirements.

REVISION 6. Clause 10 "Other Provisions" is amended as follows:

10 Other Provisions

- 10.1 The following criteria are to be used for all publications or other content created for the Minnesota Department of Education intended for dissemination:
- Use only print-quality department logo. Request a copy from linda.hildebrandt@state.mn.us or mde.contactus@state.mn.us
 - Captioning of videos must be open or closed captioned.
 - Copy must follow latest edition of the AP (Associated Press) Stylebook.
 - Copy must be free of typographical and grammatical errors.
 - Font size will be, minimally, 12 pt. Times Roman, 11 pt. Arial Calibri, or comparable size.
 - Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
 - Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
 - Please direct your questions to the authorized representative for this agreement.

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

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.06.

Signed: Jennifer R. Flickner

Date: June 12, 2018

SWIFT Contract No. 110569 tied to
PO # 3000013418

2. MDH

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

By: Dawn Alden
(with delegated authority)

Title: Accounting Supervisor Principal

Date: 6/11/18

By: _____

Title: _____

Date: _____

3. MDE

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

By: David Kure
(with delegated authority)

Title: Agency Finance Dir.

Date: 6/13/18

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

**Interagency Agreement
 Amendment #1**

Contract Start Date:	<u>July 6, 2016</u>	Total Contract Amount:	<u>\$246,100.00</u>
Original Contract Expiration Date:	<u>June 30, 2018</u>	Original Contract:	<u>\$211,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2018</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>June 30, 2019</u>	This Amendment:	<u>\$35,100.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155 ("MPCA" or "State") and the **Minnesota Department of Health**, 601 Robert Street North, St. Paul, Minnesota 55164 ("MDH").

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract Number 111540 ("Original Contract") to provide measurements of PAHs in the air in and around the Twin Cities that are of high enough quality to gain understanding fenceline concentrations at large stationary air emissions sources.
2. This amendment is necessary to add an additional site in a rural location and to analyze additional air samples.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Clause 1. "Term of Contract" is amended as follows:

- 1.1 **Effective date:** July 6, 2016 ~~July 1, 2016~~, 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.

REVISION 2. Clause 2. "Scope of Work" is amended to add:

The MPCA is in need of measurements of PAHs in the air in and around the Twin Cities that are of high enough quality to gain understanding fenceline concentrations at large stationary air emissions sources.

MDH and MPCA agree to perform their respective duties listed in Revised Attachment A – Project Workplan, which is attached and incorporated into this agreement; and to adhere to Revised Attachment B - State Terms and Conditions, which is attached and incorporated into this agreement.

REVISION 3. Clause 3. "Considerations and Payment" is amended as follows:

A. The total obligation of MPCA for all compensation and reimbursements to MDH under this agreement over the three years will not exceed ~~\$211,000.00~~ \$246,100.00 (Two Hundred Eleven Thousand Dollars Two Hundred Forty Six Thousand One Hundred Dollars and Zero Cents). The MPCA will reimburse MDH for actual services performed

according to the rate listed in **Attachment C – Method Pricing**, which is attached and incorporated into this agreement; and according to the budget portion of **Revised Attachment A – Project Workplan**.

B. MDH agrees that none of the services to be provided by MDH pursuant to this agreement shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity.

C. Invoices. MDH agrees to invoice MPCA on a monthly basis for environmental laboratory services provided according to the MDH analysis rate in **Attachment C – Method Pricing**, and the budget portion of **Revised Attachment A – Project Workplan**, which is attached and incorporated into this agreement.

Invoices shall include:

- Name of Contractor
- Contractor Project Manager
- Contract Amount
- Invoice Number
- Invoice Date
- MPCA Project Manager
- State Contract Number:
- State Purchase Order Number
- Invoicing Period (actual working period)

Invoices shall be submitted to:

mpca.ap@state.mn.us (subject line: Contractor Name and invoice number)

REVISION 4. Clause 5. “**Authorized Representative**” is amended as follows:

MPCA authorized representatives for the purpose of administration of this agreement are:

- **Chris Everson** ~~Cathy Moeger~~, Operations Assistant Division Director, 520 Lafayette Road North, St. Paul, MN 55155, chris.everson@state.mn.us, 651-757-2782 ~~cathy.moeger@state.mn.us, 651-757-2575~~;
- **Todd Biewen**, Environmental Analysis & Outcomes ~~Assistant~~ Division Director, 520 Lafayette Road North, St. Paul, MN 55155, todd.biewen@state.mn.us, 651-757-2228;
- Principal Liaison and Project Manager: **Kristie Ellickson**, 520 Lafayette Road North, St. Paul, MN 55155, kristie.ellickson@state.mn.us, 651-757-2336; and
- Quality Assurance Coordinator: **Bill Scruton**, 520 Lafayette Road North, St. Paul, MN 55155, bill.scruton@state.mn.us, 651-757-2710.

MDH authorized representatives for the purposes of administration of this agreement are:

- Principal Liaison: **Paul Moyer**, Environmental Laboratory Section, Public Health Laboratory Division (PHLD), 601 Robert Street North, St. Paul, MN 55164, paul.moyer@state.mn.us, 651-201-5669; and
- ~~Program Liaison: **Katie Rinker**, Environmental Laboratory Section, PHLD, 601 Robert Street North, St. Paul, MN 55164, katie.rinker@state.mn.us, 651-201-5152; and~~

- Operations Supervisor: Cori ~~Dahle~~ ~~Huffman~~, Environmental Laboratory Section, PHLD, 601 Robert Street North, St. Paul, MN 55164, cori.dahle@state.mn.us ~~cori.huffman@state.mn.us~~, 651-201-5214, ; and

Except as amended herein, the terms and conditions of the Original Interagency Agreement and all previous amendments and change orders remain in full force and effect. The Original Interagency Agreement, previous amendments and change orders are incorporated into this Agreement by reference.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. MINNESOTA POLLUTION CONTROL AGENCY

By: _____
(With delegated authority)

Title: _____

Date: _____

2. MINNESOTA DEPARTMENT OF HEALTH

By: Dawn Udean
(With delegated authority)

Title: Accounting Supervisor Principal

Date: 6/25/18



Minnesota Pollution Control Agency

520 Lafayette Road North
St. Paul, MN 55155-4194

MPCA Use Only	
Swift #:	111540
Tempo AI	

Project Title: Facility Based Polycyclic Aromatic Hydrocarbons (PAH) Monitoring

1. Project Summary:

Organization: Minnesota Department of Health Public Health Laboratory

Contractor contact

name: Cori Dahle Huffman

Title: Operations Supervisor

Address: 601 Robert Street North
St. Paul, MN 55155

Phone: 651-201-5214

E-mail:

E-mail: cori.dahle@state.mn.usCori.huffman@state.mn.us

MPCA contact(s):

MPCA project

manager: Kristie Ellickson

Title: Research Scientist

Address: 520 Lafayette Ave
St. Paul, MN 55105

Phone: 651-757-2336

E-mail: Kristie.ellickson@state.mn.us

Project information

Latitude/Longitude: Multiple sites

***County:** Multiple sites

Start date: 07/01/2016

End date: 06/30/2018⁹

~~\$211,000.00 (Two Hundred Eleven Thousand Dollars and Zero Cents)~~

Total cost: \$246,100.00 (Two Hundred Forty Six Thousand One Hundred Dollars and Zero Cents)

***Organization type:**

- Federal government
- For-profit
- Individual
- Non-profit

- Local/Regional government
- Private college/university
- Public college/university
- State government

***Project type:**

- Analysis/Interpretation
- Assessment/Evaluation
- Demo/Pilot project
-
- Education/Outreach/Engagement

- Modeling
- Monitoring
- Planning
- Research
- Restoration/Enhancement
- Technical assistance

2. Statement of Problems, Opportunities, and Existing Conditions

The project proposed aims to 1) characterize air concentrations of polycyclic aromatic hydrocarbons (PAHs) near facilities known to emit PAHs and at an existing reference site, 2) compare summarized concentrations to Benzo[a]pyrene cancer potency equivalents, and 3) compare measured concentrations with model predictions. A maximum of three fixed site Hi-Volume PUF samplers will be used to collect samples every 12 days for analysis of gas and particle phase PAHs. Two samplers will be located at a facility with known PAHs in the emission inventory, and another a reference site. The reference site will likely be the HC Anderson School in South Minneapolis, which has an urban background of relatively detectable PAHs, but no specific continuous source as reflected in past information. The facility location will likely be Flint Hill Refinery, St. Paul Park Refinery (Northern Tier Energy), Owen Corning in Minneapolis, or located near GAF in North Minneapolis. The facility-based monitors will be set up in two locations the first year and then moved to two new locations the second year. These samplers will be used to characterize temporal PAH concentrations at the fenceline of these facilities in reference to an urban background location. One additional site will be set up in a rural location to align with an ongoing project at the Minnesota Department of Health. The data quality objectives are to be suitable for submission to EPA's AQS system.

Relatively high concentrations of PAHs have been modeled at the fenceline of some facilities in MN. But because there is limited monitoring data, there is uncertainty about the health effects due to PAH exposures in ambient air. For this reason, we are conducting direct ambient air monitoring.

PAHs comprise a category of substances that are emitted to the air mainly from combustion sources. Toxicity and potency varies among individual PAHs, but many of them have known association with human health effects including cancer. Many PAHs are classified as persistent, bioaccumulative toxicants (PBTs) which, in addition to being toxic, persist in nature and bioaccumulate in the food chain. Given their persistence, relatively high toxicity, and ubiquitous sources there is concern about the potential effects of PAHs on human and environmental health.

3. Goals, Objectives, Tasks, and Subtasks

Goal: The primary goal of this project is to obtain measurements of PAHs in the air at facilities with known PAH emissions.

Objective 1: Obtain air concentration measurements of PAHs from a large stationary air emissions source of PAHs, a reference site and a rural site.

Task A. Conduct Air Sampling (following SOP and QAPP)

Subtask 1: deploy air monitors

Subtask 2: MDH purchases, prepares and stores sampling media and distributes to MPCA as needed

Subtask 3: MPCA picks up cleaned media from MDH and deploys active sampling media. MPCA deploys sampling media in accordance with sampling plan and QAPP

Subtask 4: MPCA retrieves sampling media from air monitors and delivers to MDH according to sampling schedule and QAPP.

MPCA: Operate active samplers for two years, including obtaining clean media, deploying sampling media in the samplers, ensuring proper maintenance and operation of the samplers.

Responsible Participants: Organic Chemistry Public Health Laboratory Supervisor, organic chemistry analysis with training and/or experience in PAHs in Air SOP, MPCA air monitoring technicians, Project Co-leads

Task B. Chemically Analyze Air Samples (according to project SOP and QAPP)

Subtask 1: Analyze air samples

Subtask 2: Conduct QA and QC checks as specified in QAPP

Subtask 3: Provide analytical data to cooperating partners

Responsible Participants: Organic Chemistry Public Health Laboratory Supervisor, organic chemistry analysis with training and/or experience in PAHs in Air SOP

Objective 1 Timeline: 07/01/2016 – 06/30/2018⁹

Objective 1 Cost: ~~\$211,000.00~~ \$246,100.00

Objective 1 Deliverables: A finalized sampling plan, A Quality Assurance Project Plan, a Standard Operating Procedure for the PAH analysis, Interim and final reports for facilities and other external interested groups, outreach materials for community members, air concentration data in AQS, MPCA website materials.

Objective 2: Compile results and submit to AQS database, conduct statistical analyses and interpret data.

Task A. Summarize and analyze PAH data, by comparing sites and comparing summarized data to Benzo[a]pyrene equivalent potency information.

Responsible Participants: Kristie Ellickson (MPCA), Quality Assurance Officer (MPCA)

Task B. Write and review summaries and reports, data visualization tools.

Responsible Participants: Kristie Ellickson (MPCA), Cassie McMahon (MPCA)

Objective 2 Timeline: 07/01/2016 – 06/30/2018⁹

Objective 2 Cost: Not Applicable

Objective 2 Deliverables: Interim and final reports for facilities and other external interested groups, outreach materials for community members, air concentration data in AQS, MPCA website materials.

Objective 3: Outreach and Education

Task A. Further summarize data into products and formats that are appropriate for interested general public.

Responsible Participants: Cassie McMahon (MPCA), Kristie Ellickson (MPCA), Quality Assurance Officer (MPCA), and other risk assessment support as necessary.

Task B. Hold information meetings, or attend pre-planned informational meetings in the sampling areas as needed and if requested.

Responsible Participants: Kristie Ellickson (MPCA), Cassie McMahon (MPCA)

Objective 3 Timeline: 07/01/2016 – 06/30/2018⁹

Objective 3 Cost: Not Applicable

Objective 3 Deliverables: Interim and final reports for facilities and other external interested groups, meetings attended, outreach materials for community members, air concentration data in AQS, MPCA website materials.

Measurable Outcomes

The outcome of this project will be information that strengthens and/or improves:

- a. Data are of adequate quality for uploading to EPA's AQS system.
- b. Influence and inform MPCA priorities through comparison to reference site.
- c. Community knowledge about PAHs in the air in their environments,
- d. Information related to the concentrations and variability of concentrations of PAHs at large stationary air PAH emissions sources,
- e. Comparisons to statewide PAH air concentration modeling efforts in Minnesota

4. Project Budget

	MDH Public Health Laboratory: Analysis of Samples
Project Budget	Laboratory Analysis (per sample)
\$ Rate per Hour/Unit	1000
Objective 1: Obtain air concentration measurements of PAHs from a large stationary air emissions source of PAHs.	
Task A: Conduct Air Sampling (following SOP and QAPP)	
Sub-task 1: deploy air monitors	
Sub-task 2: MDH purchases, prepares and stores sampling media and distributes to MPCA as needed	
Sub-task 3: MPCA picks up cleaned media from MDH and deploys active sampling media. MPCA deploys sampling media in accordance with sampling plan and QAPP	
Sub-task 4: MPCA retrieves sampling media from air monitors and delivers to MDH according to sampling schedule and QAPP.	
Task B: Chemically Analyze Air Samples (according to project SOP and QAPP)	211 + <u>35.1 additional samples</u>
Sub-task 1: Analyze air samples	

Sub-task 2: Conduct QA and QC checks as specified in QAPP	
Sub-task 3: Provide analytical data to cooperating partners	
Total for Objective 1 Hrs/Units	211 + 35.1 additional samples
Total for Objective 1 \$	\$211,000.00 + \$35,100
Objective 2: Compile results and submit to AQS database, conduct statistical analyses and interpret data.	
Task A: Summarize and analyze PAH data, by comparing sites and comparing summarized data to Benzo[a]pyrene equivalent potency information.	
Task B Write and review summaries and reports, data visualization tools.	
Total for Objective 2 Hrs	0
Total for Objective 2 \$	\$0.00
Objective 3: Outreach and Education	
Task A: Further summarize data into products and formats that are appropriate for interested general public.	
Task B: Hold information meetings, or attend pre-planned informational meetings in the sampling areas as needed and if requested.	
Total for Objective 3 Hrs	0
Total for Objective 3 \$	\$0.00
Total Project Hours/Units	211 + 35.1 additional samples
Total Budget Per Objective:	\$211,000.00 \$246,100.00

5. Gantt charts (See Revised Attachment A - Gantt Chart)

Project title: Facility Based PAH Ambient Air Monitoring

MPCA Use Only	
SWIFT #	
CR #	8821

	Year 2016												Year 2017												Year 2018												Year 2019													
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D		
Objective 1: Obtain air concentration measurements of PAHs from a large stationary air emissions source of PAHs.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X													
Task A: Conduct Air Sampling (following SOP and QAPP)							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X													
Task B: Chemically Analyze Air Samples (according to project SOP and QAPP)							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X													
Objective 1 Sample Reports are Due according to holding times in QAPP and SOP																																																		
Objective 2: Compile results and submit to AQS database, conduct statistical analyses and Interpret data.																																																		
Task A: Summarize and analyze PAH data, by comparing sites and comparing summarized data to Benzo(a)pyrene equivalent potency information.																																																		
Task B: Write and review summaries and reports, data visualization tools.																																																		
Objective 2 A complete set of sampling results will be due by June 30th, 2018																																																		
Objective 3: Outreach and Education																																																		
Task A: Further summarize data into products and formats that are appropriate for interested general public.																																																		
Task B: Write and review summaries and reports, data visualization tools.																																																		
Objective 3 Outreach and communication activities will be complete by 90 days from the receipt of the final sampling results, unless additional communication efforts are requested.																																																		

Revised Attachment B – State Terms and Conditions

Minnesota Department of Health (MDH)-specific Terms and Conditions

1. MDH agrees to perform Minnesota Pollution Control Agency (MPCA) Polycyclic Aromatic Hydrocarbons (PAHs) in Urban Air sample analysis and generate data required by MPCA. The analysis name, method reference, matrix, and price are contained in **Revised Attachment A – Project Workplan**.
2. MDH agrees to make available to MPCA in writing all MDH environmental sample analytical methods and procedures associated with this agreement, upon request.
3. MDH agrees to comply with the requested analytical method, reporting time(s), and sample turn-around time(s) specified in **Attachments C – Method Pricing**. If MDH cannot comply with any of these requirements, it agrees to notify MPCA of the sample number(s) and parameter(s) affected and the corrective actions, if any, to be taken.
4. MDH agrees to include in the data report atypical information that is relevant to data assessment including exceeded holding times, broken or spilled sample containers, samples lacking the required preservative, and the like.
5. MDH agrees to assist in developing and will comply with the American National Standards Institute/American Society of Quality Control Environment-4 (ANSI/ASQC E4), Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs.
6. The data shall have the following information included in the report. At a minimum the report shall include all the report requirements of Minnesota Rules, part 4740.2095, excluding requirements for certification by MDH, documentation related to a commissioner-designated identification number, or identifying test results for which the laboratory is not certified (Minnesota Rules part 4740.2095 C (18)), and the additional requirements specified below:
 - 6.1 A statement of the condition of the samples upon receipt at the laboratory.
 - 6.2 The MPCA project name and number, and, if applicable, the two-letter MDH project code.
 - 6.3 The MPCA field or sample number and the associated laboratory sample number.
 - 6.4 A copy of the original Chain of Custody (COC) form accompanying the samples to the laboratory.
 - 6.5 Dates of sample preparation and analyses.
 - 6.6 A narrative discussing any irregularities found during the analyses, any problems encountered and corrective actions taken.
 - 6.7 If applicable, associated quality control information shall include: the / duplicate sample concentrations, relative percent difference (RPD) values, qualifiers for out-of-control samples, sample blank concentrations (including trip, method, and field blanks), surrogate recoveries, and laboratory control sample recoveries.
7. MDH agrees to provide MPCA with a copy of its environmental laboratory analytical Performance Evaluation (PE) data, and/or data from a Standard Reference Material as appropriate to air analysis for PAHs, in a timely manner following receipt of the evaluation. If no PE study is available, MDH and MPCA will agree upon a reference material to evaluate.
8. MDH agrees to provide MPCA, upon request, a copy of the data from any inter-laboratory study in which it participates.
9. MDH agrees to implement chain of custody procedures suitable for accepting, handling, tracking, storing, and securing MPCA environmental samples. MDH reserves the right to reject any and all such MPCA environmental samples that lack appropriate accompanying documents and/or signatures for legal transfer of custody.
10. MDH agrees to testify as a witness concerning sample handling, analysis, data generation, data reporting, data interpretation, and chain of custody when requested to do so by MPCA.
11. MDH agrees to provide MPCA with electronic environmental data reports as PDF and/or Electronic Data Deliverables (EDD) and to maintain a web site for environmental data retrieval, according to program-specific

Analysis Name:

PAHs in Air by Pressurized Fluid Extraction/Gas Chromatography/Mass Spectrometry (PFE/BC/MS)

Reference Method:

Determination of Polycyclic Aromatic Hydrocarbons (PAHs) in Ambient Air Using Gas Chromatography/Mass Spectrometry (GC/MS): USEPA, January 1999

Matrix:

Ambient Air

Filter/Sorbent: Quartz Fiber Filter, Polyurethane Foam (PUF), XAD-2 Resin

Cost Per Analysis:

\$500.00 per analysis

Table 1. Potential Analyte List for Polycyclic Aromatic Hydrocarbons in Air Samples

CAS# or EPA ID#	PAH Compound Name
90-12-0	1-Methylnaphthalene
91-57-6	2-Methylnaphthalene
3697-24-3	5-Methylchrysene
83-32-9	Acenaphthene
191-26-4	Anthanthrene
120-12-7	Anthracene
56-55-3	Benz[a]anthracene
50-32-8	Benzo[a]pyrene
205-99-2	Benzo[b]fluoranthene
239-35-0	Benzo[b]naph[2,1-d]thiophene
205-12-9	Benzo[c]fluorene
192-97-2	Benzo[e]pyrene
191-24-2	Benzo[g,h,i]perylene
205-82-3	Benzo[j]fluoranthene
207-08-9	Benzo[k]fluoranthene
218-01-9	Chrysene

CAS# or EPA ID#	PAH Compound Name
191-07-1	Coronene
27208-37-3	Cyclopenta[c,d]pyrene
53-70-3	Dibenz[a,h]anthracene
5385-75-1	Dibenzo[a,e]fluoranthene
192-65-4	Dibenzo[a,e]pyrene
189-64-0	Dibenzo[a,h]pyrene
189-55-9	Dibenzo[a,i]pyrene
132-65-0	Dibenzothiophene
1016-05-3	Dibenzothiophene sulfone
206-44-0	Fluoranthene
86-73-7	Fluorene
193-39-5	Indeno[1,2,3-cd]pyrene
91-20-3	Naphthalene
198-55-0	Perylene
85-01-8	Phenanthrene
129-00-0	Pyrene
483-65-8	Retene
217-59-4	Triphenylene

Table 2. Analytical Time: Length of time elapsed between the time the laboratory receives the sample and sample request form and the time the analytical data is available to MPCA. MPCA and MDH will discuss at monthly meetings the current status of analytical time as the project progresses. MDH agrees to provide MPCA with a data report within 5 (five) days following completion of analysis.

	Standard turn-around time
Organics PAH	To Be Determined (TBD) days*

*Days = Monday-Friday (excluding State Holidays) with Normal Business Hours = 8:00 a.m. to 4:30 p.m.

requirements. The original Chain-of-Custodies will be returned to the MPCA on a routine basis. Electronic versions of the Chain-of-Custodies will be maintained by MDH.

12. MDH agrees to provide MPCA staff with technical expertise, guidance, and data interpretation.
13. MDH agrees to provide data assessment, verification, and validation assistance to MPCA upon request.
14. MDH agrees to provide MPCA with monthly data reports or data status reports, upon request by MPCA.
15. MDH agrees to provide MPCA with an environmental laboratory equipment purchase report during a specified period for MPCA accounting or auditing purposes associated with this agreement, upon request by MPCA.
16. MDH agrees to dispose of MPCA environmental samples following routine laboratory analysis. For MPCA environmental samples deemed hazardous or otherwise requiring special handling and/or disposal methods, MDH reserves the right to assess a sample disposal fee not to exceed MDH's special handling and/or disposal costs.
17. The MDH retention schedule for all raw and supporting data is five years.

MPCA-specific Terms and Conditions

1. MPCA will provide two high volume air samplers with eight filter housings for sample collection by polyurethane foam plugs and XAD (Amberlite XAD-4 resin mesh styrene-divinylbenzene matrix) resin.
2. MPCA agrees to submit environmental samples, corresponding documentation, and related materials in a manner in keeping with MDH standard operating procedures and protocols.
3. MPCA agrees to inform MDH of any known hazard associated with environmental samples submitted to MDH for analysis.
4. MPCA agrees to request technical expertise, guidance, and data interpretation through specific personnel authorized by MDH. Authorized personnel include Unit Supervisors, Quality Assurance Officers, and Project Coordinators.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the **Minnesota Pollution Control Agency ("MPCA")**, 520 Lafayette Road N. St. Paul, MN 55155 and the **Minnesota Department of Health ("MDH")**, 601 Robert St. N. St. Paul, MN 55155.

Agreement

1 Term of Agreement

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

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

2 Scope of Work

The Minnesota Pollution Control Agency is in need of measurements of PAHs in the air in and around the Twin Cities that are of high enough quality to gain understanding fence-line concentrations at large stationary air emissions sources.

MDH and MPCA agree to perform their respective duties listed in **Attachment A – Project Workplan**, which is attached and incorporated into this agreement; and to adhere to **Attachment B - State Terms and Conditions**, which is attached and incorporated into this agreement.

3 Considerations and Payment

A. The total obligation of MPCA for all compensation and reimbursements to MDH under this agreement over the three years will not exceed **\$211,000.00** (Two Hundred Eleven Thousand Dollars). The MPCA will reimburse MDH for actual services performed according to the rate listed in **Attachment C – Method Pricing**, which is attached and incorporated into this agreement; and according to the budget portion of **Attachment A – Project Workplan**.

B. MDH agrees that none of the services to be provided by MDH pursuant to this agreement shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity.

C. Invoices. MDH agrees to invoice MPCA on a monthly basis for environmental laboratory services provided according to the MDH analysis rate in **Attachment C – Method Pricing**, and the budget portion of **Attachment A – Project Workplan**, which is attached and incorporated into this agreement.

Invoices shall include:

- Name of Contractor
- Contractor Project Manager
- Contract Amount
- Invoice Number
- Invoice Date
- MPCA Project Manager
- State Contract Number:
- State Purchase Order Number
- Invoicing Period (actual working period)

Invoices shall be submitted to:

mPCA.ap@state.mn.us (subject line: Contractor Name and Invoice number)

4 Conditions of Payment

All services provided by MDH under this agreement shall be performed to MPCA's satisfaction, as determined at the sole discretion of MPCA's authorized representative. No payment will be made for work that does not comply with sampling and analytical protocols or has not been performed in accordance with all applicable Federal and State laws, rules, regulations, and the terms of the agreement. If analyses are found to be unsatisfactory due to MDH error or omission, the MPCA, at its sole discretion, may require MDH to reimburse the MPCA for re-sampling and re-analysis.

5 Authorized Representative

MPCA authorized representatives for the purpose of administration of this agreement are:

- **Cathy Moeger**, Operations Division Director, 520 Lafayette Road North, St. Paul, MN 55155, cathy.moeger@state.mn.us, 651-757-2575;
- **Todd Biewen**, Environmental Analysis & Outcomes Assistant Division Director, 520 Lafayette Road North, St. Paul, MN 55155, todd.biewen@state.mn.us, 651-757-2228;
- **Principal Liaison and Project Manager: Kristie Ellickson**, 520 Lafayette Road North, St. Paul, MN 55155, kristie.ellickson@state.mn.us, 651-757-2336; and
- **Quality Assurance Coordinator: Bill Scruton**, 520 Lafayette Road North, St. Paul, MN 55155, bill.scruton@state.mn.us, 651-757-2710.

MDH authorized representatives for the purposes of administration of this agreement are:

- **Principal Liaison: Paul Moyer**, Environmental Laboratory Section, Public Health Laboratory Division (PHLD), 601 Robert Street North, St. Paul, MN 55164, paul.moyer@state.mn.us, 651-201-5669;
- **Program Liaison: Katie Rinker**, Environmental Laboratory Section, PHLD, 601 Robert Street North, St. Paul, MN 55164, katie.rinker@state.mn.us, 651-201-5152; and
- **Operations Supervisor: Cori Huffman**,
- **Environmental Laboratory Section, PHLD, 601 Robert Street North, St. Paul, MN 55164, cori.huffman@state.mn.us, 651-201-5214.**

6 Amendments

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

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: Mary J Ecker

Date: 23 June 2016

3. MINNESOTA POLLUTION CONTROL AGENCY

By: Caitlyn B. Meyer
(with delegated authority)

Title: Director, Operations

Date: 7/6/16

2. MINNESOTA DEPARTMENT OF HEALTH

By: Mary Edwards
(With delegated authority)

Title: Mary Edwards, Acctg. Supv., Fin. Mgmt.

Date: 6/30/16

Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

MPCA Use Only	
Swift #:	111540
CR #:	8821

Project Title: Facility Based PAH Monitoring

1. Project Summary:

Organization: Minnesota Department of Health Public Health Laboratory

Contractor contact

name: Cori Huffman
Title: Operations Supervisor
Address: 601 Robert Street North
St. Paul, MN 55155
Phone: 651-201-5214
E-mail: Cori.huffman@state.mn.us

MPCA contact(s):

MPCA project

manager: Kristie Ellickson
Title: Research Scientist
Address: 520 Lafayette Ave
St. Paul, MN 55105
Phone: 651-757-2336
E-mail: Kristie.ellickson@state.mn.us

Project information

Latitude/Longitude: Multiple sites
***County:** Multiple sites
Start date: 07/01/2016 **End date:** 06/30/2018
Total cost: \$211,000.00 (Two Hundred Eleven Thousand Dollars and Zero Cents)

***Organization type:**

- | | |
|---|--|
| <input type="checkbox"/> Federal government | <input type="checkbox"/> Local/Regional government |
| <input type="checkbox"/> For-profit | <input type="checkbox"/> Private college/university |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Public college/university |
| <input type="checkbox"/> Non-profit | <input checked="" type="checkbox"/> State government |

***Project type:**

- | | | |
|--|--|--|
| <input type="checkbox"/> Analysis/Interpretation | <input type="checkbox"/> Modeling | <input type="checkbox"/> Research |
| <input type="checkbox"/> Assessment/Evaluation | <input checked="" type="checkbox"/> Monitoring | <input type="checkbox"/> Restoration/Enhancement |
| <input type="checkbox"/> Demo/Pilot project | <input type="checkbox"/> Planning | <input type="checkbox"/> Technical assistance |
| <input type="checkbox"/> Education/Outreach/Engagement | | |

2. Statement of Problems, Opportunities, and Existing Conditions

The project proposed aims to 1) characterize air concentrations of polycyclic aromatic hydrocarbons (PAHs) near facilities known to emit PAHs and at an existing reference site, 2) compare summarized concentrations to Benzo[a]pyrene cancer potency equivalents, and 3) compare measured concentrations with model predictions. A maximum of three fixed site Hi-Volume PUF samplers will be used to collect samples every 12 days for analysis of gas and particle phase PAHs. Two samplers will be located at a facility with known PAHs in the emission inventory, and another a reference site. The reference site will likely be the HC Anderson School in South Minneapolis, which has an urban background of relatively detectable PAHs, but no specific continuous source as reflected in past information. The facility location will likely be Flint Hill Refinery, St. Paul Park Refinery (Northern Tier Energy), Owen Corning in Minneapolis, or located near GAF in North Minneapolis. The facility-based monitors will be set up in two locations the first year and then moved to two new locations the second year. These samplers will be used to characterize temporal PAH concentrations at the fence line of these facilities in reference to an urban background location. The data quality objectives are to be suitable for submission to EPA's AQS system.

Relatively high concentrations of PAHs have been modeled at the fence line of some facilities in MN. But because there is limited monitoring data, there is uncertainty about the health effects due to PAH exposures in ambient air. For this reason, we are conducting direct ambient air monitoring.

PAHs comprise a category of substances that are emitted to the air mainly from combustion sources. Toxicity and potency varies among individual PAHs, but many of them have known association with human health effects including cancer. Many PAHs are classified as persistent, bioaccumulative toxicants (PBTs) which, in addition to being toxic, persist in nature and bioaccumulate in the food chain. Given their persistence, relatively high toxicity, and ubiquitous sources there is concern about the potential effects of PAHs on human and environmental health.

3. Goals, Objectives, Tasks, and Subtasks

Goal: The primary goal of this project is to obtain measurements of PAHs in the air at facilities with known PAH emissions.

Objective 1: Obtain air concentration measurements of PAHs from a large stationary air emissions source of PAHs.

Task A. Conduct Air Sampling (following SOP and QAPP)

Subtask 1: deploy air monitors

Subtask 2: MDH purchases, prepares and stores sampling media and distributes to MPCA as needed

Subtask 3: MPCA picks up cleaned media from MDH and deploys active sampling media. MPCA deploys sampling media in accordance with sampling plan and QAPP

Subtask 4: MPCA retrieves sampling media from air monitors and delivers to MDH according to sampling schedule and QAPP.

MPCA: Operate active samplers for two years, including obtaining clean media, deploying sampling media in the samplers, ensuring proper maintenance and operation of the samplers.

Responsible Participants: Organic Chemistry Public Health Laboratory Supervisor, organic chemistry analysis with training and/or experience in PAHs in Air SOP, MPCA air monitoring technicians, Project Co-leads

Task B. Chemically Analyze Air Samples (according to project SOP and QAPP)

Subtask 1: Analyze air samples

Subtask 2: Conduct QA and QC checks as specified in QAPP

Subtask 3: Provide analytical data to cooperating partners

Responsible Participants: Organic Chemistry Public Health Laboratory Supervisor, organic chemistry analysis with training and/or experience in PAHs in Air SOP

Objective 1 Timeline: 07/01/2016 – 06/30/2018

Objective 1 Cost: \$211,000.00

Objective 1 Deliverables: A finalized sampling plan, A Quality Assurance Project Plan, a Standard Operating Procedure for the PAH analysis, Interim and final reports for facilities and other external interested groups, outreach materials for community members, air concentration data in AQS, MPCA website materials.

Objective 2: Compile results and submit to AQS database, conduct statistical analyses and interpret data.

Task A. Summarize and analyze PAH data, by comparing sites and comparing summarized data to Benzo[a]pyrene equivalent potency information.

Responsible Participants: Kristie Ellickson (MPCA), Quality Assurance Officer (MPCA)

Task B. Write and review summaries and reports, data visualization tools.

Responsible Participants: Kristie Ellickson (MPCA), Cassie McMahon (MPCA)

Objective 2 Timeline: 07/01/2016 – 06/30/2018

Objective 2 Cost: Not Applicable

Objective 2 Deliverables: Interim and final reports for facilities and other external interested groups, outreach materials for community members, air concentration data in AQS, MPCA website materials.

Objective 3: Outreach and Education

Task A. Further summarize data into products and formats that are appropriate for interested general public.

Responsible Participants: Cassie McMahon (MPCA), Kristie Ellickson (MPCA), Quality Assurance Officer (MPCA), and other risk assessment support as necessary.

Task B. Hold information meetings, or attend pre-planned informational meetings in the sampling areas as needed and if requested.

Responsible Participants: Kristie Ellickson (MPCA), Cassie McMahon (MPCA)

Objective 3 Timeline: 07/01/2016 – 06/30/2018

Objective 3 Cost: Not Applicable

Objective 3 Deliverables: Interim and final reports for facilities and other external interested groups, meetings attended, outreach materials for community members, air concentration data in AQS, MPCA website materials.

Measurable Outcomes

The outcome of this project will be information that strengthens and/or improves:

- a. Data are of adequate quality for uploading to EPA's AQS system.
- b. Influence and inform MPCA priorities through comparison to reference site.
- c. Community knowledge about PAHs in the air in their environments,
- d. Information related to the concentrations and variability of concentrations of PAHs at large stationary air PAH emissions sources,
- e. Comparisons to statewide PAH air concentration modeling efforts in Minnesota

4. Project Budget

	MDH Public Health Laboratory: Analysis of Samples
Project Budget	Laboratory Analysis (per sample)
\$ Rate per Hour/Unit	1000
Objective 1: Obtain air concentration measurements of PAHs from a large stationary air emissions source of PAHs.	
Task A: Conduct Air Sampling (following SOP and QAPP)	
Sub-task 1: deploy air monitors	
Sub-task 2: MDH purchases, prepares and stores sampling media and distributes to MPCA as needed	
Sub-task 3: MPCA picks up cleaned media from MDH and deploys active sampling media. MPCA deploys sampling media in accordance with sampling plan and QAPP	
Sub-task 4: MPCA retrieves sampling media from air monitors and delivers to MDH according to sampling schedule and QAPP.	
Task B: Chemically Analyze Air Samples (according to project SOP and QAPP)	211
Sub-task 1: Analyze air samples	
Sub-task 2: Conduct QA and QC checks as specified in QAPP	
Sub-task 3: Provide analytical data to cooperating partners	
Total for Objective 1 Hrs/Units	211
Total for Objective 1 \$	\$211,000.00
Objective 2: Compile results and submit to AQS database, conduct statistical analyses and interpret data.	

Task A: Summarize and analyze PAH data, by comparing sites and comparing summarized data to Benzo[a]pyrene equivalent potency information.	
Task B Write and review summaries and reports, data visualization tools.	
Total for Objective 2 Hrs	0
Total for Objective 2 \$	\$0.00
Objective 3: Outreach and Education	
Task A: Further summarize data into products and formats that are appropriate for interested general public.	
Task B: Hold information meetings, or attend pre-planned informational meetings in the sampling areas as needed and if requested.	
Total for Objective 3 Hrs	0
Total for Objective 3 \$	\$0.00
Total Project Hours/Units	211
Total Budget Per Objective:	\$211,000.00

5. Gantt charts (See Attachment A - Gantt Chart)

Project title: Facility Based PAH Ambient Air Monitoring

MPCA Use Only	
SWIFT #	111540
CR #	8821

	Year 2016												Year 2017												Year 2018												
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Objective 1: Obtain air concentration measurements of PAHs from a large stationary air emissions source of PAHs.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X							
Task A: Conduct Air Sampling (following SOP and QAPP)							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X							
Task B: Chemically Analyze Air Samples (according to project SOP and QAPP)							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X							
Objective 1 Sample Reports are Due according to holding times in QAPP and SOP																																					
Objective 2: Compile results and submit to AQS database, conduct statistical analyses and interpret data.										X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X								
Task A: Summarize and analyze PAH data, by comparing sites and comparing summarized data to Benzofalpyrene equivalent potency information.									X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X								
Task B: Write and review summaries and reports, data visualization tools.								X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X								
Objective 2 A complete set of sampling results will be due by June 30th, 2018																																					
Objective 3: Outreach and Education																																					
Task A: Further summarize data into products and formats that are appropriate for interested general public.																									X	X	X	X	X	X							
Task B: Write and review summaries and reports, data visualization tools.																									X	X	X	X	X	X							
Objective 3 Outreach and communication activities will be complete by 90 days from the receipt of the final sampling results, unless additional communication efforts are requested.																																					

Attachment B – State Terms and Conditions**MDH-specific Terms and Conditions**

1. MDH agrees to perform MPCA PAHs in Urban Air sample analysis and generate data required by MPCA. The analysis name, method reference, matrix, and price are contained in **Attachment A – Project Workplan**.
2. MDH agrees to make available to MPCA in writing all MDH environmental sample analytical methods and procedures associated with this agreement, upon request.
3. MDH agrees to comply with the requested analytical method, reporting time(s), and sample turn-around time(s) specified in **Attachments C – Method Pricing**. If MDH cannot comply with any of these requirements, it agrees to notify MPCA of the sample number(s) and parameter(s) affected and the corrective actions, if any, to be taken.
4. MDH agrees to include in the data report atypical information that is relevant to data assessment including exceeded holding times, broken or spilled sample containers, samples lacking the required preservative, and the like.
5. MDH agrees to assist in developing and will comply with the ANSI/ASQC E4, Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs.
6. The data shall have the following information included in the report. At a minimum the report shall include all the report requirements of Minnesota Rules, part 4740.2095, excluding requirements for certification by MDH, documentation related to a commissioner-designated identification number, or identifying test results for which the laboratory is not certified (Minnesota Rules part 4740.2095 C (18)), and the additional requirements specified below:
 - 6.1 A statement of the condition of the samples upon receipt at the laboratory.
 - 6.2 The MPCA project name and number, and, if applicable, the two-letter MDH project code.
 - 6.3 The MPCA field or sample number and the associated laboratory sample number.
 - 6.4 A copy of the original Chain of Custody (COC) form accompanying the samples to the laboratory.
 - 6.5 Dates of sample preparation and analyses.
 - 6.6 A narrative discussing any irregularities found during the analyses, any problems encountered and corrective actions taken.
 - 6.7 If applicable, associated quality control information shall include: the / duplicate sample concentrations, relative percent difference (RPD) values, qualifiers for out-of-control samples, sample blank concentrations (including trip, method, and field blanks), surrogate recoveries, and laboratory control sample recoveries.
7. MDH agrees to provide MPCA with a copy of its environmental laboratory analytical Performance Evaluation (PE) data, and/or data from a Standard Reference Material as appropriate to air analysis for PAHs, in a timely manner following receipt of the evaluation. If no PE study is available, MDH and MPCA will agree upon a reference material to evaluate.
8. MDH agrees to provide MPCA, upon request, a copy of the data from any inter-laboratory study in which it participates.
9. MDH agrees to implement chain of custody procedures suitable for accepting, handling, tracking, storing, and securing MPCA environmental samples. MDH reserves the right to reject any and all such MPCA environmental samples that lack appropriate accompanying documents and/or signatures for legal transfer of custody.
10. MDH agrees to testify as a witness concerning sample handling, analysis, data generation, data reporting, data interpretation, and chain of custody when requested to do so by MPCA.
11. MDH agrees to provide MPCA with electronic environmental data reports as PDF and/or Electronic Data Deliverables (EDD) and to maintain a web site for environmental data retrieval, according to program-specific requirements. The original Chain-of-Custodies will be returned to the MPCA on a routine basis. Electronic versions of the Chain-of-Custodies will be maintained by MDH.

12. MDH agrees to provide MPCA staff with technical expertise, guidance, and data interpretation.
13. MDH agrees to provide data assessment, verification, and validation assistance to MPCA upon request.
14. MDH agrees to provide MPCA with monthly data reports or data status reports, upon request by MPCA.
15. MDH agrees to provide MPCA with an environmental laboratory equipment purchase report during a specified period for MPCA accounting or auditing purposes associated with this agreement, upon request by MPCA.
16. MDH agrees to dispose of MPCA environmental samples following routine laboratory analysis. For MPCA environmental samples deemed hazardous or otherwise requiring special handling and/or disposal methods, MDH reserves the right to assess a sample disposal fee not to exceed MDH's special handling and/or disposal costs.
17. The MDH retention schedule for all raw and supporting data is five years.

MPCA-specific Terms and Conditions

1. MPCA will provide two high volume air samplers with eight filter housings for sample collection by polyurethane foam plugs and XAD resin.
2. MPCA agrees to submit environmental samples, corresponding documentation, and related materials in a manner in keeping with MDH standard operating procedures and protocols.
3. MPCA agrees to inform MDH of any known hazard associated with environmental samples submitted to MDH for analysis.
4. MPCA agrees to request technical expertise, guidance, and data interpretation through specific personnel authorized by MDH. Authorized personnel include Unit Supervisors, Quality Assurance Officers, and Project Coordinators.

Analysis Name:

PAHs in Air by Pressurized Fluid Extraction/Gas Chromatography/Mass Spectrometry (PFE/BC/MS)

Reference Method:

Determination of Polycyclic Aromatic Hydrocarbons (PAHs) in Ambient Air Using Gas Chromatography/Mass Spectrometry (GC/MS): USEPA, January 1999

Matrix:

Ambient Air

Filter/Sorbent: Quartz Fiber Filter, Polyurethane Foam (PUF), XAD-2 Resin

Cost Per Analysis:

\$500.00 per analysis

Table 1. Potential Analyte List for Polycyclic Aromatic Hydrocarbons in Air Samples

CAS# or EPA ID#	PAH Compound Name
90-12-0	1-Methylnaphthalene
91-57-6	2-Methylnaphthalene
3697-24-3	5-Methylchrysene
83-32-9	Acenaphthene
191-26-4	Anthanthrene
120-12-7	Anthracene
56-55-3	Benzo[a]anthracene
50-32-8	Benzo[a]pyrene
205-99-2	Benzo[b]fluoranthene
239-35-0	Benzo[b]naph[2,1-d]thiophene
205-12-9	Benzo[c]fluorene
192-97-2	Benzo[e]pyrene
191-24-2	Benzo[g,h,i]perylene
205-82-3	Benzo[j]fluoranthene
207-08-9	Benzo[k]fluoranthene
218-01-9	Chrysene
191-07-1	Coronene

CAS# or EPA ID#	PAH Compound Name
27208-37-3	Cyclopenta[c,d]pyrene
53-70-3	Dibenz[a,h]anthracene
5385-75-1	Dibenzo[a,e]fluoranthene
192-65-4	Dibenzo[a,e]pyrene
189-64-0	Dibenzo[a,h]pyrene
189-55-9	Dibenzo[a,i]pyrene
132-65-0	Dibenzothiophene
1016-05-3	Dibenzothiophene sulfone
206-44-0	Fluoranthene
86-73-7	Fluorene
193-39-5	Indeno[1,2,3-cd]pyrene
91-20-3	Naphthalene
198-55-0	Perylene
85-01-8	Phenanthrene
129-00-0	Pyrene
483-65-8	Retene
217-59-4	Triphenylene

Table 2. Analytical Time: Length of time elapsed between the time the laboratory receives the sample and sample request form and the time the analytical data is available to MPCA. MPCA and MDH will discuss at monthly meetings the current status of analytical time as the project progresses. MDH agrees to provide MPCA with a data report within 5 (five) days following completion of analysis.

	Standard turn-around time
Organics PAH	To Be Determined (TBD) days*

*Days = Monday-Friday (excluding State Holidays) with Normal Business Hours = 8:00 a.m. to 4:30 p.m.



AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2017-054

WHEREAS, the State of Minnesota, Minnesota Department of Health, has an interagency agreement identified as 2017-054 (Contract: 117410, Order: 3000044176) with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) 1, 3 & 4 of the original contract shall be amended to read:

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement. MAD will continue to work flexibly with the client to provide a range of consulting services to support the HIE legislative study and subsequent next steps to advance HIE, within the overall project budget. A main focus area for MAD in 2018 likely will be assistance to OHIT with design, start-up, and facilitation for an HIE task force. In addition, MAD will carry out work for necessary steps beyond the study itself in order to advance HIE in Minnesota. MAD work for fiscal year 2019 will include assistance to OHIT on planning, execution, and facilitation of monthly meetings of the HIE task force to move that group through key topics and toward recommendations for the Minnesota e-Health Advisory Committee. MAD also will review the draft task force document on implementation recommendations and offer reactions and suggested edits as appropriate. In addition, MAD will assist OHIT—as helpful and appropriate—with work aimed at attracting support and action from key stakeholders for implementation of the task force recommendations. It is likely that MAD will help OHIT explore and determine methods, strategies, and tasks for this work on the recommendations. MAD assistance might include design, planning, and facilitation for stakeholder meetings; work with OHIT staff on internal meetings to set overall or targeted strategies for MDH efforts to promote improved HIE use; initial scoping for goals and strategies related to evaluating for impacts; and other work as identified by OHIT. MAD's actual work will be determined and shaped by task force recommendations, as well as OHIT priorities and decisions, and it will be carried out within the constraints of available funding under this amendment.

3. Consideration and Terms of Payment:

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

Up to 633 hours at a rate of \$135.00 per hour and ~~675~~ 899 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$179,955.00~~ \$211,315.00.

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

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

4. Effective Dates:

This agreement is effective November 1, 2016, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2018~~ June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. Management Analysis and Development	2. Minnesota Department of Health
By: <i>Randa E Rappa</i> Title: <i>Business Manager</i> Date: <i>July 2, 2018</i>	By: <i>Dawn Lellan</i> Title: <i>Accounting Supervisor Principal</i> Date: <i>7/2/18</i>



**AMENDMENT to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES
AGREEMENT NUMBER 2017-054**

WHEREAS, the State of Minnesota, Minnesota Department of Health, has an interagency agreement identified as 2017-054 (Contract: 117410, Order: 3000044176) with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

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

3. Consideration and Terms of Payment:

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

Up to ~~1,333~~ 633 hours at a rate of \$135.00 per hour and 675 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$179,955.00. If the Division hourly rate increases effective July 1, 2017, this agreement will need to be amended increasing the encumbrance, or decreasing the total contract hours accordingly, to cover all hours worked from July 1, 2017 forward.

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

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

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. Management Analysis & Development	2. Minnesota Department of Health
By: <i>Renata Pappa</i> Title: <i>Business Manager</i> Date: <i>July 12, 2017</i>	By: <i>Dawn Udean</i> Title: <i>Accounting Supervisor Principal</i> Date: <i>7/21/17</i>

MINNESOTA DEPARTMENT OF HEALTH AND MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY CONTRACT

Recitals:

This Interagency Contract ("Contract") is entered by and between the Minnesota Department of Health ("MDH") and the Minnesota Department of Human Services ("DHS"). MDH and DHS are collectively referred to herein as "the Parties."

WHEREAS, the Minnesota Legislature, in the Minnesota's Maltreatment of Minor's Act (MOMA) and Reporting of Maltreatment of Vulnerable Adults Act (MVAA) include, at Minn. Stat. §§ 626.556, subd. 1(a) and Minn. Stat. § 626.557, subd. 1, respectively, strong and clear declarations of legislative intent ("public policy") to, respectively:

- "[P]rotect children whose health or welfare may be jeopardized through physical abuse, neglect, or sexual abuse[;]" and
- "[P]rotect adults who, because of physical or mental disability or dependency on institutional services, are particularly vulnerable to maltreatment; to assist in providing safe environments for vulnerable adults; and to provide safe institutional or residential services, community-based services, or living environments for vulnerable adults who have been maltreated."

WHEREAS, the health and safety of vulnerable adults and children are important to the State of Minnesota, and DHS and MDH recognize that delays in investigating allegations of maltreatment may imperil vulnerable adults and children;

WHEREAS, pursuant to Minn. Stat. § 144.057, subs. 1 and 2, respectively, the Commissioner of Health "shall contract" with the Commissioner of Human Services to conduct background studies of specified individuals who are providing or are seeking to provide direct contact services to clients served by licensed and unlicensed facilities that fall under the regulatory oversight of MDH, and DHS must conduct the required background studies and perform related administrative functions. (*See, also*, Minn. Stat. § 144.0572);

WHEREAS, the MDH is, pursuant, respectively, to Minn. Stat. § 626.556, subd. 3c(c) and 626.5572, subd. 13(a), the agency responsible for assessing or investigating allegations of child maltreatment in facilities licensed under sections 144.50 to 144.58 and 144A.43 to 144A.482 or chapter 144H; and the lead investigative agency for facilities or services licensed or required to be licensed as hospitals, home care providers, nursing homes, boarding care homes, hospice providers, residential facilities that are also federally certified as intermediate care facilities that serve people with developmental disabilities, or any other facility or service not listed in this subdivision that is licensed or required to be licensed by MDH for the care of vulnerable adults;

WHEREAS, MDH needs access to DHS' Social Services Information System (SSIS) in order to ensure its jurisdictional capacity to conduct maltreatment investigations and, when jurisdiction is established, to gather information needed to triage complaints and to investigate suspected maltreatment cases;

WHEREAS, for purposes MDH's access to SSIS, and the extent specified in this contract, MDH is part of the welfare system as defined in Minn. Stat. § 13.46, subd. 1(c); and

WHEREAS, the MDH and DHS are each empowered to enter into interagency agreements pursuant to Minn. Stat. § 471.59, Subdivision 10.

NOW, THEREFORE, it is agreed:

1. Duties.

1.1 DHS' Duties:

DHS shall:

- A. Conduct background studies for MDH as required by Minnesota Statutes;
- B. Provide necessary access and training to MDH to initiate online background studies through NETStudy and NETStudy 2.0;
- C. Obtain and provide MDH with criminal history data from the Bureau of Criminal Apprehension, criminal history data held by the Commissioner of Human Services, and data about substantiated maltreatment findings under Minn. Stat. §§ 626.556 or 626.557 on health care facility employees as specified in Minn. Stat. § 144.057;
- D. Conduct and provide MDH with criminal history and substantiated maltreatment data resulting from a check of records maintained by the Federal Bureau of Investigation:
 - a. When the background study subject resides outside Minnesota and the background study request is submitted by a nursing home or home care agency licensed under chapter 144A or boarding care home licensed under Minn. Stat. §§ 144.50 to 144.58; or
 - b. When DHS receives information that the background study subject may have a criminal history in another state;
- E. Collect from the agency that initiated the background study a fee of \$20.00 per study conducted for Supplemental Nursing Services Agencies registered under Minn. Stat. § 144A.71, as provided in Minnesota Statutes, chapter 245C;
- F. Collect from the organization responsible for submitting the background study request a fee of \$20.00 per study conducted for health-related temporary employment agencies, education programs and professional services agencies as provided in Minnesota Statutes, chapter 245C.10;
- G. Budget for indirect costs payments to Minnesota Management and Budget based on 10 percent of the total costs of conducting background studies of health care facility employees;
- H. Provide notification of the background study results to the facilities, background study subjects, and MDH ;
- I. Provide documents as necessary so MDH may review reconsideration requests and conduct appeals of disqualification decisions;

J. With authority granted to DHS by MDH in the June 8, 2015 delegation letter, from Edward P. Ehlinger, then-MDH Commissioner, to Jerry Kerber, then-DHS Inspector General, which is attached as Attachment B and incorporated into this Contract, DHS shall:

- a. Submit responses to expungement petitions on behalf of MDH in state courts as DHS determines is appropriate; and
- b. Request the Minnesota Attorney General's Office to make a personal appearance at an expungement hearing in District Court, or to appeal to and appear in an appellate court, on behalf of MDH as DHS determines is appropriate. When DHS requests a personal appearance for both agencies, DHS agrees that one attorney may appear on behalf of both agencies in any court;

The delegation described in Attachment B shall survive any changes to the individual(s) serving as MDH Commissioner and/or DHS Inspector General, and shall continue in full force under any successors in these respective offices, as necessary to comply with Minn. Stat. § 144.057, subs. 1 and 2;

- K. Notify individuals for whom an expungement was granted as to DHS and/or MDH records that DHS and/or MDH records were sealed, using dual letterhead reflecting that the letter is from both agencies;
- L. Attend meetings between DHS Office of Inspector General (OIG) staff and MDH staff working on background study appeals;
- M. Provide authorized MDH staff with access to SSIS (to the extent technology allows, access will be "read only" [MDH will not have ability to add or "write" to the data base], and SSIS will maintain an audit trail of who has accessed particular data);
- N. Train authorized MDH staff regarding the use of and access to SSIS; and
- O. Confer and consult with MDH staff as necessary to ensure fulfillment of the parties' respective duties with respect to access to SSIS.

1.2. MDH'S DUTIES:

MDH shall:

- A. Provide the background study subject with privacy notice as required by Minn. Stat. §§ 13.04, subd. 2, and 245C.05, subd. 2c;
- B. Obtain information required in Minn. Stat. § 245C.05, subd. 1, from the background study subject necessary to initiate a background study through NETStudy or NETStudy 2.0.;
- C. Submit the background study request to DHS using NETStudy or NETStudy 2.0;
- D. Review and decide reconsideration requests for MDH's background study subjects in accordance with the procedures and criteria specified in Minnesota Statutes Chapter 245C;
- E. Provide MDH's decision to the background study subject, the facility, and the DHS

Background Studies Division;

- F. Participate in either fair hearings or contested case hearings resulting from reconsideration decisions for MDH's study subjects as required under Minn. Stat. § 245C.27 and 245C.28; and
- G. Attend meetings between DHS Background Studies Division staff and MDH staff working on background study appeals.
- H. Ensure that only appropriately trained authorized MDH staff use or access SSIS data; and
- I. Confer and consult with DHS OIG and SSIS staff as necessary to ensure fulfillment of the parties' respective duties.

2. Consideration and Terms of Payment for Background Studies.

2.1 Consideration. Consideration for all services performed by DHS pursuant to this Contract shall be paid by MDH pursuant to clause 2.2.

2.2 Terms of Payment. Payment shall be made by MDH within 30 days after DHS has presented invoices for services performed to MDH. DHS will invoice MDH **one hundred twenty seven thousand eighty three dollars and thirty three cents (\$127,083.33)** each month in fiscal year 2018 and each subsequent month for the term of the contract ending December 31, 2022.

3. Conditions of Payment for Background Studies.

3.1 Performance Satisfaction. Each party shall have final authority for acceptance of services provided by of the other party. All services provided by DHS pursuant to this Contract shall be performed to the satisfaction of the MDH, as determined at the sole discretion of its authorized representative.

3.1 Payment Satisfaction. Each party shall have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this Contract. Ongoing performance by DHS of its duties under this Contract shall be conditioned on payment of outstanding invoices, including but not limited to payment, no later than January 19, 2018, of monthly invoices submitted by DHS to MDH for services rendered beginning on July 1, 2017 through December 31, 2017, inclusive.

4. Terms of Contract.

4.1 Effective date. The Effective Date of this Contract is January 1, 2018, or the date when all required signatures are obtained, whichever is later.

4.2 Expiration date. The Expiration Date of this Contract is December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

4.3 Survival of Terms. The following clauses survive the expiration or cancellation, or termination of this Contract: 10. Information Privacy and Security.

5. Cancellation. This Contract may be canceled by the MDH or DHS 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 DHS shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. Authorized Representatives. The parties' respective Authorized Representatives for the purposes of administration of this Contract are the persons listed below, or his or her successor or appointee:

MDH'S Authorized Representative:

For Background Studies:

Matthew Heffron
Appeals Supervisor
Minnesota Department of Health
P.O. Box 64970
St. Paul, MN 55164-0900
(651) 201-4221

For SSIS Access:

Gilbert Acevedo
Assistant Commissioner
Minnesota Department of Health
(651) 201-5811

DHS' Authorized Representative:

For Background Studies:

Kristin Johnson
Deputy Inspector General,
Office of Inspector General,
Background Studies Division
Minnesota Department of Human Services,
P.O. Box 64172, St. Paul, MN 55164-0172.
(651) 431-6595.

For SSIS Access:

Carolyn Ham
Inspector General
Minnesota Department of Human Services
(651) 431-2798

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

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

9. Liability. DHS and the MDH 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 the MDH liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 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 A, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

Remainder of Page Intentionally Left Blank

Signature Page Follows

The parties have caused this Contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA DEPARTMENT OF HEALTH ENCUMBRANCE VERIFICATION

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

By: Linda C. Nelson

Date: 1/22/18

SWIFT Contract No: 136679

SWIFT PO #: 3-54601

2. MINNESOTA DEPARTMENT OF HUMAN SERVICES

By: Cindy [Signature]

With delegated authority

Title: Inspector General

Date: 1/11/18

3. MINNESOTA DEPARTMENT OF HEALTH

By: Robert [Signature]

With delegated authority

Title: Assistant Commissioner

Date: 1/11/18

Distribution:

MDH – Original (fully executed) contract

DHS

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

ATTACHMENT A – DATA SHARING AGREEMENT TERMS AND CONDITIONS

This Attachment sets forth the terms and conditions under which MDH and DHS will exchange and 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.

This Attachment 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 Attachment.

The parties therefore agree as follows:

DEFINITIONS

- A. "Agent" means employees, contractors, subcontractors, and other non-employees and representatives of a party (MDH 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 this Contract or Attachment.
- B. "Applicable Safeguards" means the state and federal laws, regulations, and standards listed in Section 2.2 of this Attachment.
- 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 or this Contract, including this Data Sharing Agreement.
- D. "Contract" means the contract between MDH and DHS identified as Contract # ONK 129318.
- 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 Contract and this Attachment.
- H. "Parties" means MDH and DHS.

- I. "Protected Information" means any information that is or will be used by (including shared between) under this Contract 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 about a DHS or MDS client, a county or tribal human services agency client, or a license holder or license applicant, or the individual's family member. Protected Information also includes, but is not limited to, such information maintained within or accessed via an information management system, including a "legacy system" and other application, operated under the authority of either party.
- 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 Contract 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.

1. INFORMATION EXCHANGED

- 1.1 **Reason for Exchanging Information:** This Attachment governs the data that will be exchanged pursuant to DHS and MDH performing the services described in the body of this Contract. The parties will exchange Protected Information that is necessary:
 - A. For DHS to complete background studies of certain individuals who are affiliated or are seeking to be with facilities regulated by MDH;
 - B. For MDH to evaluate facts relevant to an individual's request to have a disqualification set aside;
 - C. For DHS respond to expungement petitions filed by individuals who are affiliated or are seeking to be with facilities regulated by MDH.
 - D. For MDH (access to SSIS) to ensure its jurisdictional capacity to conduct maltreatment investigations and, when jurisdiction is established, to triage complaints and to gather information needed to investigate suspected maltreatment cases.
 - E. To respond to a data request (see § 2.3(H) of this Attachment), a legal discovery demand, or a complaint or request described in § 2.3(B) of this Attachment.

Scope: This Data Sharing Agreement governs solely the use of protected information necessary for the parties to perform its duties as set forth in section 1.1 and 1.2 of the body of this Contract.

- 1.2 **Information to be Exchanged:** The information exchanged pursuant to this Contract will include:
- 1.2.1 Protected Information about individuals who are the subjects of background studies, who are seeking reconsideration of a disqualification, who are seeking expungement of a disqualifying criminal offense, or who are facility clients or employees who are the subjects an Office of Health Facility Complaints (OHFC) maltreatment investigation. The Protected Information may include, but is not necessarily limited to, data subjects' criminal offense history or health information.
 - 1.2.2 SSIS data that may be relevant to child protection or vulnerable adult maltreatment investigations that are under the authority of MDH.
- 1.3 **Legal Authority:** The MDH Commissioner is required, pursuant to Minn. Stat. §§ 144.057 and 144.0572, to enter into a contract with the DHS Commissioner in order for the parties to perform the duties described in sections 1.1 and 1.2 of the body of this Contract. *See, also*, Attachment B. Access by MDH to DHS SSIS data is authorized pursuant to Minn. Stat. § 13.46, subds. 1(c), 2(a)(4), and 4(i).

2. INFORMATION PRIVACY AND SECURITY

- 2.1 **Requirement to Safeguard Protected Information:** MDH and DHS must comply, as applicable, with the Minnesota Government Data Practices Act, Minn. Stat. § 13, and with other applicable State and Federal Safeguards listed below in § 2.2(A). The civil remedies of Minn. Stat. § 13.08 apply to MDH and DHS.
- 2.2 **Compliance with Applicable Safeguards.**
- A. **State and Federal Safeguards.** The parties acknowledge that the Protected Information to be shared under the terms of the Contract 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 Contract.
- 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); and
 - 9. 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 Contract 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 **MDH and DHS Responsibilities.**

- A. **Use Limitation - Restrictions on use of Protected Information.** Except as otherwise authorized in the Contract or this Attachment, the parties may only use or disclose Protected Information as necessary to provide the services and fulfill the duties described herein, or as otherwise required by law, provided that such use or disclosure of Protected Information, if performed by a party, would not violate other state and federal statutes or regulations that apply to the Protected Information.
- B. **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 oversight agency.
 2. **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 work cooperatively to respond to the request in a timely manner.
- C. **Ongoing Responsibilities to Safeguard Protected Information.**
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. **Electronic Protected Information.** Each party 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 Attachment.
 3. **Monitoring Agents.** Each party shall ensure that any contractor, subcontractor, or other agent to whom the party discloses Protected Information, or whom the party employs or retains to create, receive, use, store, disclose, or transmit Protected Information as necessary in further of this Contract, agrees to the same restrictions and conditions that apply to the parties under the Contract and this Attachment with respect to such Protected Information.
 4. **Minimum Necessary Access to Protected Information.** Each party and its Agents shall use only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.

5. **Training.** Each party shall ensure that its Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.

D. Responding to Privacy Incidents, Security Incidents, and Breaches. In the event of a privacy incident, security incident, or breach involving Protected Information, the discovering party shall take and document actions necessary to comply with paragraphs 1 through 5 of this section and with the requirements in section 2.3(E).

1. **Mitigation of harmful effects.** Upon discovery by either party of an actual or suspected privacy incident, security incident, or breach, the discovering party shall take and document steps necessary, to the extent practicable, to mitigate any harmful effect of the privacy incident, security incident, or breach. Mitigation activities should continue until the risk has been eliminated, and should include, but is not limited to, notifying, and offering credit monitoring services to, affected individuals.
2. **Investigation.** Upon discovery of any actual or suspected privacy incident, security incident, or breach, the discovering party shall investigate to determine (1) the root cause of the incident, (2) the nature and amount of the Protected Information involved, and (3) the identity of individuals (data subjects) whose protected information may have been improperly used.
3. **Corrective action.** Upon identifying the root cause of any privacy incident, security incident, or breach, the discovering party or the party determined to be responsible for causing the incident or the breach will take further corrective action as necessary 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.** 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.
 - b. **Failure to notify.** If the party determined to be responsible for providing the notice 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.
5. **Obligation to Notify Non-Discovering Party.** Upon discovery of a privacy incident, security incident, or breach, the discovering party will report to other party in writing as specified in Section 2.3(E).
 - a. **Communication with Authorized Representative.** The discovering party will send any written reports to, and communicate and coordinate as necessary with, the other party's Authorized Representative.

- b. **Cooperation of response.** The discovering party will cooperate with requests and instructions received from the other party 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.** The discovering party will, as soon as possible, but not later than forty-eight (48) hours after a request from the other party, provide the other party with any reports or information requested by the other party related to an investigation of a security incident, privacy incident, or breach.
6. **Documentation.** The discovering party will document actions taken under paragraphs 1 through 5 of this Section, and provide such documentation to the other party upon request.

- E. **Reporting Privacy Incidents, Security Incidents, and Breaches to Non-Discovering Party.** The discovering party will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. The discovering party or the party determined to be responsible for causing the incident or the breach, if different than the discovering party, must also comply with Section 2.3(D) above in responding to any privacy incident, security incident, or breach.

The discovering party will report all privacy incidents and security incidents to the other party, including but not limited to incidents that may trigger the reporting requirements described above in Section 2.3(E)1 and 2.

- 1. **Initial report.** The discovering party will report all other privacy and security incidents to the other party, in writing, within five (5) days of discovery. If the discovering party is unable to complete its investigation of, and response to, a privacy incident or security incident within five (5) days of discovery, then the discovering party will provide the other party with all information under Section 2.3(D) (1) through (3) that are available to the discovering party at the time of the initial report.
- 2. **Final report.** The discovering party will, upon completion of its investigation of and response to a privacy incident or security incident, or upon the other party's request in accordance with Section 2.3(D)(5), submit in writing a report to the other party documenting all actions taken under Section 2.3(D).

- F. **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 Contract and this Attachment.

- 1. Each party represents that it (or MN.IT on its behalf) has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and 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 security standards 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. 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).

G. **Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities that a party is obligated to by the Contract or Attachment to fulfill, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by the party for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with Section 2.5 of this Attachment.

J. **Requests for Disclosure of Protected Information.** If either party, or one of either party's Agents, receives a request to disclose Protected Information, the party that received the request shall inform the other party of the request and coordinate the appropriate response with the other party. If the party that received the request discloses Protected Information after coordination of a response with the other party, the responding party 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 Contract and shall be produced upon demand by the other party.

I. **Conflicting Provisions.** To extent that the parties determine, following consultation, that the terms of the Contract or this Attachment are less stringent than the Applicable Safeguards, the parties must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, the parties must comply with the most stringent Applicable Safeguard.

J. **Data Availability.** Each party, or any entity with legal control or possession of any Protected Information provided by one of the parties under this Contract, 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.

2.4 Data Security.

A. **DHS Information Management System Access.** MDH agrees to comply with any DHS system- or application-specific use restrictions and requirements relating to Protected Information maintained in, entered into, or retrieved from any DHS information management system, (including a DHS "legacy" system) or in any other DHS application, computer, or storage device of any kind.

- B. **MDH Information Management System Access.** DHS agrees to comply with any MDH system or application-specific use restrictions and requirements relating to Protected Information maintained in, entered into, or retrieved from any MDH information management system, or in any other MDH application, computer, or storage device of any kind.
- C. **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.
- D. **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.

2.5 **Additional Use Limitations.**

- A. Each party shall only use Protected Information only as authorized by law, this Contract, and Attachment A and B thereto.
- B. Each party shall, when necessary, obtain an Individual's consent or authorization before disclosing the Protected Information about the individual.
- C. Each party shall notify the other party of any limitations, under laws applicable to the party providing the notification under this clause, that the other party must comply with, or that would also limit the use or disclosure of Protected Information by the other party.
- D. Each shall 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.

2.6 **Obligation of the Parties upon Expiration or Cancellation of the Contract.** Upon expiration or termination of the Contract for any reason, as authorized by applicable retention schedules:

- A. In compliance with the procedures in the Applicable Safeguards, or as otherwise required by applicable industry standards, each party shall immediately, destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to the other party all Protected Information that the party obtained or created on behalf of, or received from, the other party pursuant to this Contract.
- B. Each party shall also ensure and document that the actions required under clause A are also taken for all Protected Information shared by the party that may be in the possession of its contractors, subcontractors, or agents. A party's contractors, subcontractors, or agents shall not retain copies of any Protected Information without the written agreement of both parties.

- C. In the event that a party cannot reasonably or does not return or destroy Protected Information, it shall notify the other party of the specific laws, rules or policies and specific circumstances applicable to its retention, and continue to extend the protections of the Contract and this Attachment and take all measures possible to limit further uses and disclosures of the client data for so long as the party or its contractors, subcontractors, or agents maintain the Protected Information.
- D. Each party shall document and verify in a report to the other party the disposition of Protected Information that the party received from the other party. The report shall include at a minimum the following information:
 - i. 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;
 - ii. The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to the other party; and
 - iii. 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.
- E. Documentation required by this Section shall be made available upon demand by the other party.
- F. 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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MINNESOTA DEPARTMENT OF HEALTH AND MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY CONTRACT WORKSHEET

(Not Part of the Contract)

Originator of Contract, complete this section:

Total amount of interagency Contract: \$ _____

Proposed Start Date: ___/___/___

Proposed End Date: ___/___/___

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.

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 Contract. Send invoices to FOD – 0940

Contract Coordinator, complete this section:

SWIFT Vendor # for Other State Agency: _____

SWIFT Contract #: IAK % _____

SWIFT Purchase Order #: _____

Buyer Initials: _____ Date Encumbered: _____

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

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Health (MDH) and Minnesota Department of Human Services (DHS).

Recitals

WHEREAS, MDH and DHS are each empowered to enter into interagency agreements pursuant to Minnesota Statute § 471.59, subd. 10; and

WHEREAS, DHS employs a dentist as its dental director to provide clinical direction for DHS' dental policy, including oversight of access to and quality of dental services covered by Minnesota Health Care Programs pursuant to § 256B.0625, subd. 9; and

WHEREAS, MDH's Oral Health Program has need of a dental professional to provide evidence based input to support its mission to advance optimal oral health of all Minnesotans, as authorized by Minnesota Statute §144.3875; and

WHEREAS, MDH has secured sufficient federal funding through the Centers for Disease Control and Prevention; Models of Collaboration Grant #1 NU58DP002004-01-00, Centers For Disease Control and Prevention; Minnesota State Oral Disease Prevention Program #5 NU58DP004899-04-00 and Health Services and Resources Administration; Innovation Grant #6T12HP30311 to support its work to advance optimal oral health; and

WHEREAS, DHS and MDH recognize the body of research indicating the importance of oral health as a component of overall health and wellbeing; and

WHEREAS, it is in the interest of both MDH and DHS to collaborate by sharing the services of the dentist serving as DHS' dental director;

NOW, THEREFORE, it is agreed: MDH will reimburse DHS for the services provided by DHS' dental director under this contract.

Agreement

1 Term of Agreement

1.1 *Effective date:* January 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:* ~~August 31, 2018~~ August 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

SEE ~~EXHIBIT A~~ EXHIBIT B, WHICH IS ATTACHED AND INCORPORATED INTO THIS AGREEMENT.

3 Consideration and Payment

Consideration for all services performed by DHS pursuant to this agreement shall be paid by the MDH as follows: a) Compensation MDH will reimburse DHS for 0.4 FTE (16 hours per week) of the actual salary and benefits paid to DHS' Dental Director which amounts to ~~Seventy One Thousand Seven Hundred Ninety Three~~

Dollars and Twenty-Cents. (\$71,793.20) Seventy One Thousand Three Hundred Thirty Seven Dollars and Sixty Six Cents (\$71,337.66) annually.

b) Reimbursement shall be quarterly based on invoices presented by DHS. DHS will provide itemized invoices or expenditure reports for services performed. Invoices shall be reviewed and paid within 30 days by the MDH.

The total obligation of MDH for all compensation and reimbursements to DHS under this Agreement will not exceed ~~One Hundred Nineteen Thousand Six Hundred Fifty Five Dollars and Thirty Three Cents (\$119,655.33)~~ One Hundred Ninety Thousand Nine Hundred Ninety-two Dollars and Ninety-nine Cents (\$190,992.99).

4 Conditions of Payment

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

5 Authorized Representative

MDH's Authorized Representative is MARY MANNING, MDH PROMOTION CHRONIC DISEASE DIVISION, GOLDEN RULE BUILDING, 651-201-3601, or his/her successor.

DHS' Authorized Representative is DR. JEFF SCHIFF, MEDICAL DIRECTOR, OFFICE OF THE MEDICAL DIRECTOR, DHS, ANDERSEN BUILDING, 651.431.3488.

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

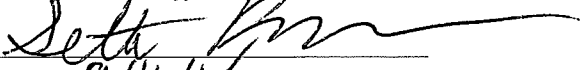
Each party will be responsible for its own acts and behavior and the results thereof.

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: 9/14/18

3. Minnesota Department of Human Services

By: _____
(with delegated authority)
Title: _____
Date: _____

2. Minnesota Department of Health

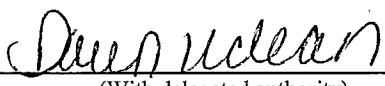
By: 
(With delegated authority)
Title: Accounting Supervisor Principal
Date: 9/15/18

Exhibit B

Scope of work

Dr. Linda Maytan from Minnesota Department of Human Services (DHS) will be working with Prasida Khanal in the Oral Health Program at the Minnesota Department of Health (MDH)

Dr. Linda Maytan will:

Oversee clinical projects and pilots as directed by the State Oral Health Director

- Current examples =
 1. HRSA grant 16-038 CentraCare Health, dental contractors
 2. CDC 16-1609 Westside Community Health Services
Park Dental St. Louis Park
Advisory Panel

Provide content expertise and technical support to MDH Oral Health Program initiatives

- Review materials and trainings
- Provide trainings
- Oversee projects and initiatives as assigned
- Describe clinically relevant context
- Support the MDH OHP Sealant Coordinator and the MDH OHP Surveillance Coordinator as assigned
- Work with clinical teams

Work with internal and external partners to promote the work of the MDH Oral Health Program. Support the State Oral Health Director and the Oral Health Program team, and function as their ambassador when working within MDH, with DHS, and with other external partners (other state agencies and non-government partners)

Internal and Inter-Agency (examples):

- MDH Maternal and Child Health
- MDH Injury and Violence Prevention, including work with opioid team
- MDH Office of Rural Health and Primary Care
- MDH MEDSS Program
- MDH American Indian Health
- MDH Olmstead Plan
- DHS Olmstead Plan
- DHS HRQ (Health Care Quality and Research)
- DHS OMD (Office of the MHCP Medical Director)
- DHS PSD (Purchasing and Service Delivery)
- DHS DSAC (Dental Services Advisory Committee)

- DHS External Relations, particularly Indian Policy
- DHS OPWG (Opioid Prescribing Work Group)
- MN Oral Health Coalition
- MN Cardiovascular Health Alliance
- MN Board of Dentistry
- MN PMP (Prescription Monitoring Program)
- MDE
- Others, as assigned

External (examples):

- Clinical and Community Partners
- Delta Dental of Minnesota Foundation
- Community Health Worker Alliance
- Minnesota Dental Association
- Centers for Health Care Strategies
- CMS OTAG (Oral Health Technical Advisory Group)
- MSDA (Medicaid Medicare ChiP Dental Services Dental Association)
- ASTDD
- Others, as assigned

Support the State Oral Health Director's activities and priority areas. Meet with State Oral Health Director routinely to review progress and activities

Support the OHP team in fulfilling their roles, as assigned

Support the work of the Center for Health Promotion and the Division of Health Promotion and Chronic Disease, including

- Engage and participate with other areas within the Center, the Division, and the Agency.
- Work collaboratively to promote "oral health into general health". Examples of this are current and past work with:
 1. Diabetes Unit
 2. Cardiovascular Health Unit
 3. Tobacco Unit and SHIP
 4. Other
 5. Update the State Oral Health Plan, collaborating with internal and external partners
- Support the Center for Health Promotion Unit Director, and the Director and assistant director of the Division of Health Promotion and Chronic Disease. Meet with leadership as assigned.

Support communications and writing activities required for the Oral Health Program, the Center for Health Promotion, and the Division of Health Promotion and Chronic Disease

- Provide content expertise to the communications team

- Externally promote the work of the OHP, the Center, and HPCD. This included presentations at state and national meetings promoting the accomplishments of the OHP
- Provide writing and editing for the Oral Health Program and the Division of HPCD

Examples include:

1. Application for grants
2. Reporting for grants, including leading the team when required
3. Review of Documents as assigned
4. Internal and external reporting, as assigned

Support Oral Health Education Institutions:

- Normandale Community College
- Metro State University
- University of Minnesota
- Century College
- Others, as assigned

**STATE OF MINNESOTA INTERAGENCY AGREEMENT BETWEEN
THE MINNESOTA DEPARTMENT OF HUMAN SERVICES AND
THE MINNESOTA DEPARTMENT OF HEALTH**

This agreement is between the Minnesota Department of Health (MDH) and Minnesota Department of Human Services (DHS).

Recitals

WHEREAS, MDH and DHS are each empowered to enter into interagency agreements pursuant to Minnesota Statute § 471.59, subd. 10; and

WHEREAS, DHS employs a dentist as its dental director to provide clinical direction for DHS' dental policy, including oversight of access to and quality of dental services covered by Minnesota Health Care Programs pursuant to § 256B.0625, subd. 9; and

WHEREAS, MDH's Oral Health Program has need of a dental professional to provide evidence based input to support its mission to advance optimal oral health of all Minnesotans, as authorized by Minnesota Statute §144.3875; and

WHEREAS, MDH has secured sufficient federal funding through the Centers for Disease Control and Prevention; Models of Collaboration Grant #1 NU58DP002004-01-00, Centers For Disease Control and Prevention; Minnesota State Oral Disease Prevention Program #5 NU58DP004899-04-00 and Health Services and Resources Administration; Innovation Grant #6T12HP30311 to support its work to advance optimal oral health; and

WHEREAS, DHS and MDH recognize the body of research indicating the importance of oral health as a component of overall health and wellbeing; and

WHEREAS, it is in the interest of both MDH and DHS to collaborate by sharing the services of the dentist serving as DHS' dental director;

NOW, THEREFORE, it is agreed: MDH will reimburse DHS for the services provided by DHS' dental director under this contract.

Agreement

1. Term of Agreement

- 1.1 *Effective date:* JANUARY 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:* AUGUST 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

SEE EXHIBIT A, WHICH IS ATTACHED AND INCORPORATED INTO THIS AGREEMENT.

3 Consideration and Payment

Consideration for all services performed by DHS pursuant to this agreement shall be paid by the MDH as follows: a) Compensation MDH will reimburse DHS for 0.4 FTE (16 hours weekly) of the actual salary and benefits paid to DHS' Dental Director which amounts to Seventy One Thousand Seven Hundred Ninety Three Dollars and Twenty Cents (\$71,793.20) annually.

b) Reimbursement shall be quarterly based on invoices presented by DHS. DHS will provide itemized invoices or expenditure reports for services performed. Invoices shall be reviewed and paid within 30 days by the MDH.

The total obligation of MDH for all compensation and reimbursements to DHS under this Agreement will not exceed One Hundred Nineteen Thousand Six Hundred Fifty Five Dollars and Thirty Three Cents (\$119,655.33).

4 Conditions of Payment

All services provided by DHS under this Agreement must be performed to the MDH'S satisfaction, as determined at the sole discretion of MDH'S Authorized Representative.

5 Authorized Representative

MDH'S Authorized Representative is MARY MANNING, MDH PROMOTION CHRONIC DISEASE DIVISION, GOLDEN RULE BUILDING, 651-201-3601, or her successor.

DHS' Authorized Representative is DR. JEFF SCHIFF, MEDICAL DIRECTOR, OFFICE OF THE MEDICAL DIRECTOR, DHS, ANDERSEN BUILDING, 651.431.3488, or his successor.

7 Assignment

Neither the MDH nor DHS shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

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

MDH 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. Liability of MDH and DHS shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable 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.

9 Information Privacy and Security

A. DHS and MDH must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as it applies to all data created, collected, received, stored, used, maintained, or disseminated pursuant to this Agreement.

B. It is expressly agreed that MDH will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, MDH is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, MDH is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Julia C. Nelson

Date: 12/29/16

3. Minnesota Department of Human Services

By: Matthew Marocco
(with delegated authority)

Title: Assistant Commissioner

Date: 1/5/17

2. Minnesota Department of Health

By: Sherry Kromschroeder
(With delegated authority)
Sherry Kromschroeder

Title: Financial Management Director

Date: 1-9-17

Exhibit A: Contractor's Scope of Work

Provide clinical content and expertise to the Minnesota Oral Health Program and its partners, including:

- Attend and contribute to oral health program team and project meetings;
- Identify and recommend oral health policy, strategic direction, and program implications for vulnerable older adults based on the Older Adult BSS findings; and
- Increase liaison with the MDH "Children with special health care needs" Unit and work with oral health staff to meet the Olmstead Plan requirements.

Lead the Centers for Disease Control and Prevention (CDC) *Models of Collaboration* Grant Advisory Panel that includes key stakeholders from oral health, Cardiovascular Health Unit, Minnesota Oral Health Coalition and the Cardiovascular Health Alliance; including:

- Work with the Cardiovascular Health Unit to increase their understanding about association/ links between oral disease and cardiovascular disease;
- Develop "Oral Health 101" module and conduct training for MDH Cardiovascular Health Unit staff of MDH;
- Convene advisory group meetings, maintain communications and outreach, and conduct follow up;
- Assist MDH to develop grant contracts with collaborative partners Park Dental, Fairview, CentraCare and Southside Community Health Center using funds from the CDC Models of Collaboration and the Health Resources and Services Administration (HRSA) Innovation grant.

Work with the Oral Health team to implement the Health Resources and Services Administration (HRSA) *Innovation* Grant, Objectives, including:

- Lead the oral health team in developing and implementing "self-report" questions for periodontal disease based on the research of Dr. Paul Eke;
- Provide training and instruction to MDH Oral Health and Cardiovascular Health staff and collaborative partners: CentraCare Health Care Home and Regional Dental Center, regarding the links between periodontal disease and diabetes;
- Collaborate with MDH oral health staff in developing curriculum and for training the CentraCare Community Health Worker and dental staff specific to the HRSA objective A. using the CDC *Working Together to Manage Diabetes: A Toolkit for Pharmacy, Podiatry, Ophthalmology and Dentistry* (www.cdc.gov/diabetes/ndep/toolkits/ppod.html) and Antibiotic Prescribing Stewardship best practices and guidelines;

Other Deliverables:

- Assist MDH oral health staff in implementing the dentistry toolkit checklist and antibiotic prescribing guidance for HRSA project.
- Assist MDH oral health staff in developing the periodontal disease self-report tool for CDC *Models of Collaboration* project.
- Participate with MDH oral health staff with regards to any subcabinet review and approval of the oral health section of the State Olmstead Plan that pertains to MDH.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Health (MDH) and the Minnesota Department of Human Services (DHS).

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

WHEREAS, MDH is empowered to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness, disease, injury and violence pursuant to Minnesota Statutes, section 144.05, subdivision 1 (b); and

WHEREAS, pursuant to Minnesota Statutes section 144.074, MDH may receive and accept money from any source, including other agencies, for any public health purpose within the scope of MDH's statutory authority; and

WHEREAS, MDH is receiving federal funds from the U.S. Department of Justice, Office of Justice Programs to intervene with and prevent the sex and labor trafficking of children and youth in Minnesota, Grant Award (NGA) number is 2016-MU-MU-K153; CFDA number 16.320 to support the sex and labor trafficking prevention program in Minnesota; and

WHEREAS, DHS will hire a new Child Protection Coordinator to serve as liaison/central point of contact between county child protection workers, service providers, licensing units and state agencies on trafficked youth, identifying barriers and working to propose solutions to create a new path for trafficked youth; and

WHEREAS, MDH has skills and technical resource to develop the statewide Safe Harbor model in community settings and to provide, in partnership with the DHS, technical assistance to public health, social service, advocacy and clinical staff in those settings; and

WHEREAS, DHS is the only state agency that houses the Child Safety and Permanency Division that works to prevent child abuse and neglect and to intervene when child maltreatment occurs, providing guidance, support and technical assistance to county child protection and welfare services.

NOW, THEREFORE, MDH and DHS hereby enter into the following:

Agreement

1 Term of Agreement

- 1.1 *Effective date*: January 30, 2017, or the date all required signatures are obtained under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date*: January 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

DHS shall establish a new DHS Child Protection Coordinator position whose exclusive job function will be to oversee and implement plans to increase the response of Minnesota child protection and child welfare agencies to sex and labor trafficked children and youth in Minnesota, DHS' specific

duties in this regard are outlined in the Work Plan, Exhibit A, which is attached to and incorporated into this agreement.

3 Consideration and Payment

The DHS will be compensated \$110,000.00 (one hundred ten thousand dollars) each year for three years to hire and employ a full time Child Protection Coordinator. The DHS will invoice monthly or at such intervals as selected by the DHS for the costs incurred in Article 2 of this Agreement. Invoices shall be reviewed and paid promptly by the MDH. The total obligation of the MDH for all compensation and reimbursements to the DHS under this agreement will not exceed \$330,000 (Three hundred thirty thousand dollars).

4 Conditions of Payment

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

5 Authorized Representative

The MDH Authorized Representative is Lauren Ryan, Safe Harbor Director, PO Box 64882, St. Paul, MN 55164, 651-201-5412 or her successor.

The DHS Authorized Representative is Rebecca Wilcox, Manager, Child Safety and Permanency, 444 Lafayette Rd, St Paul, MN 55155, 651-431-4699.

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: Shirley C. Nelson

Date: 1/24/17

3. Minnesota Department of Health

By: Mary Edwards
(With delegated authority)

Mary Edwards, Acctg. Supv., Fin. Mgmt.

Date: 2/3/17

2. Department of Human Services

By: [Signature]
(With delegated authority)

Title: Div. Director

Date: 01/25/2017

Activity: B	Establish new DHS Child Protection (CP) Coordinator to oversee and implement plan to increase child protection/welfare's response and collaboration with safe harbor grantees across the state, in addition to assisting MDH program coordinator.	Timeframe	Year	Responsible Party
Tasks:	<ul style="list-style-type: none"> o Meet with DHS Child Safety and Permanency Division (CSP) to review position description/contract 	January 2017	1	Safe Harbor Director
	<ul style="list-style-type: none"> o Develop job description, post and hire coordinator: o Responsible to coordinate and enhance child protection/welfare for ALL trafficked youth in Minnesota. 	January 2017	1	Rebecca Wilcox, DHS
	<ul style="list-style-type: none"> o Work within DHS to align policies and procedures to service this population with focus points on: o Assessment o Use child protection Multidisciplinary Teams (MDTs) o New child protection investigative/assessment path for trafficked children/youth o Collaborate between community NGOs and child protection/welfare o Develop collaborative agreements regarding practice protocols to meet the needs of each child/youth individually with specific trafficked children and youth services o Develop education and awareness resources and support for parents and caregivers of sex trafficked children/youth o Ensure appropriate (non-punitive) placements for youth victims, including youth transiting out of care o Resolve other areas of concern identified during the grant cycle 	January 2017-September 2019	1-3	DHS Child Protection Coordinator
	<ul style="list-style-type: none"> o Serve as liaison/central point of contact between county child protection workers, service providers, licensing units and state agencies on trafficked youth, identifying barriers and working to propose solutions. 	January 2017-September 2019	1-3	DHS Child Protection Coordinator

Exhibit A, Work Plan for DHS and MDH, Interagency Agreement

OVC Safe Harbor Expansion

	o Participate on state agency group representing child protection/welfare	January 2017 – September 2019	1-3	DHS Child Protection Coordinator
	o Assist with screening tool development and implementing through DHS and individual counties	January 2017- September 2019	1-3	DHS Child Protection Coordinator, MDH Program Coordinator
	o Identify training needs for child protection/welfare workers and assist in the development of training materials	January 2017 – September 2019	1-3	DHS Child Protection Coordinator

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Health (MDH) and The Minnesota Board of Pharmacy (MBOP).

WHEREAS, the MDH and the MBOP are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10; and

WHEREAS, MDH is empowered to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness, disease and injury pursuant to Minnesota Statutes, section 144.05, subdivision 1 (b); and

WHEREAS, pursuant to Minnesota Statutes section 144.074, MDH may receive and accept money from any source, including other agencies, for any public health purpose within the scope of MDH's statutory authority; and

WHEREAS, MDH is receiving federal funds from the National Center for Injury Prevention and Control, one of the Centers of the United States Department of Health and Human Service's Centers for Disease Control and Prevention (CDC); specifically Grant Award (NGA) number 6 NU17CE924861-01-03; CFDA number 93.136, to intervene with and prevent the prescription drug overdose (PDO) and heroin overdose death (HOD) epidemic in Minnesota by supporting drug overdose prevention programs in Minnesota; and

WHEREAS, the MDH, under the CDC grant, will (1) support the development and dissemination of a PDO and HOD statewide strategic plan; (2) enhance the analysis of PDO and HOD data; and (3); and disseminate PDO and HOD data analysis; and

WHEREAS, the MBOP maintains and operates the Minnesota Prescription Monitoring Program (PMP), which tracks numbers, types and amounts of prescriptions authorized, the recipient of the prescription, and the authorized prescriber in a coordinated effort to identify both prescribers and patients who may be at increased risk for misusing prescription medicines; and

WHEREAS, the PMP evaluates patient prescription drug usage using factors such as prescription type, length of use, number of prescriptions issued or pharmacies used within a specified timeline as determined by pharmacy advisory board, payment methods, and adverse outcomes; and

WHEREAS the PMP produces controlled substance insight alerts, which is an automated process for prescriber and pharmacy notifications indicating a particular patient is or may be at risk for prescription drug or heroin overdose death; and

WHEREAS, MDH, as part of its efforts to develop a statewide model for developing an inclusive strategic plan for PDO and HOD prevention in community settings, needs the technical assistance of the MBOP to (1) evaluate and improve the PMP to assist public health in PDO and HOD efforts; (2) enhance private health care providers the ability to integrate the PMP into their electronic health records (EHR) systems; and (3) coordinate with prescriber licensing boards who license and regulate the practice of physicians, dentists, physician assistants, nurse practitioners and veterinarians to integrate the PMP registration process into their online license software; and

WHEREAS, the MBOP, under this Interagency Agreement, will (1) enhance the functionality of the PMP through additional types of proactive reporting and data fields, (2) work with professional licensing boards to integrate Prescription Monitoring Program (PMP) registration processes into the professional licensing system; (2) report out on the outcome of a pilot site PMP integration into an electronic medical record;

NOW, THEREFORE, it is agreed:

Agreement

1. Term of Agreement

1.1 *Effective date*: April 7, 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*: August 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

MBOP, during the scope of this agreement, shall:

- 1) Expand the system functionality of the PMP to generate additional proactive reports or “controlled substance insight alerts” including, but not limited to: (a) prescription type to include morphine milligram equivalent; (b) length of use to identify new chronic users; (c) multiple discrete prescribing providers or multiple pharmacies within a specified timeline; (e) payment method; and (f) adverse outcomes pertaining to benzodiazepine and narcotic concurrent use, including the ability to produce the reports and automated prescriber and pharmacy notifications for a patient who may be at risk for misusing narcotics
- 2) Expand system functionality of the PMP to allow for additional data fields, including but not limited to the contact information of prescribing providers and pharmacies available to prescribers and pharmacists when searching a patient’s prescription history to facilitate communications between a patient’s health care providers
- 3) Expand system functionality of the PMP to allow for prescribers and pharmacists to default their patient search by species type, to limit the potential for animal prescriptions to be included in human search results
- 4) Work with a minimum of 3 health professional licensing boards selected by the MBOP to integrate the PMP registration process into their online license software at initial enrollment and/or annual renewal, including quarterly reports on the number of new licensees (provided by 3 licensing boards to the MBOP), the number of enrolled licensees (report run by MBOP), and MBOP initiated outreach efforts to encourage PMP enrollment
- 5) Support the integration of the PMP into the electronic medical record at one pilot site by creating a report that outlines the pre and post integration enrollment, use/queries, and/or lessons

3. Consideration and Payment

(a) During the period of April 7 through December 31, 2017, MDH will reimburse the MBOP as follows:

- \$24,550.00 to allow for additional types of proactive reporting or “controlled substance insight alerts” and improve the provider notification process
- \$16,250.00 to allow for additional data fields in the PMP
- \$3,200.00 to narrow fields by species type to eliminate errors between animal and human medications
- \$16,000.00, or \$8,000.00 each, will be paid by the MBOP to the two licensing boards—Board of Nursing and Board of Medicine—to integrate the PMP registration process into their licensing board online license software
- \$10,000.00 to integrate the PMP registration process into the MBOP online license software and run enrollment reports to send enrollment outreach materials to new license enrollees
- \$4,000.00 to measure outcomes and create a report on the pilot for integrating the PMP into the EMR at one pilot site which includes staff time for training on PMP, data analysis, and writing

(b) The maximum reimbursement to the MBOP under this Agreement for the period April 7 through August 31, 2017, will not exceed \$74,000.00.

(c) The amounts of reimbursement for the periods of September 1 through August 31, 2018; and September 1 through August 31, 2019, are anticipated to be \$74,000 in each of the respective time periods. In July of 2017 and 2018, the Parties shall develop a specific work plan and funding to support the additional licensing boards and facilities to more fully integrate access to Minnesota PMP data during the immediate subsequent reimbursement period.

(d) The total obligation of MDH for all compensation and reimbursement to MBOP under this Agreement will not exceed \$222,000.00.

(e) MBOP will present an itemized invoice to MDH for the services actually performed and its cost incurred on at least a quarterly basis. Invoices shall be reviewed by MDH’s Authorized Representative and promptly paid provided MDH’s Authorized Representative accepts the services as satisfactorily performed.

(f) MBOP can reallocate up to 10% of the allocated line item budget set forth in Section 3(a) above with their discretion, without amendment to this Agreement.

4. Conditions of Payment

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

5. Authorized Representative

The MBOP's Authorized Representative is Cody Wiberg, Executive Director, 2829 University Avenue, SE, Suite 530, Minneapolis, MN 55414, 651.201.283-03, or his successor.

MDH's Authorized Representative is Dana Farley, MS, Alcohol and Drug Policy Director, Injury & Violence Prevention Section, MDH, 85 East Seventh Place, Suite 220, P.O. Box 64882, Saint Paul, MN 55164-0882, 651.201.5396 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: *Dana Farley*
Date: 4/4/17

3. Minnesota Department of Health

By: *Dawn McLean*
(With delegated authority)
Title: Asst. Supervisor Principal
Date: 4/6/17

2. Minnesota Board of Pharmacy

By: *Cody Wiberg*
(With delegated authority)
Title: Executive Director
Date: 4/4/17

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**STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN
MINNESOTA ATTORNEY GENERAL'S OFFICE AND THE MINNESOTA
DEPARTMENT OF HEALTH
FY 2018 AND FY 2019**

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

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

WHEREAS, the Agency desires certain legal services in order to administer and deliver its programs; and

NOW, THEREFORE, IT IS AGREED by the Parties to this Agreement the Minnesota Attorney General ("AGO") and the Minnesota Department of Health ("Agency"):

1. **Terms of Payment.** The Agency agrees to transfer to the AGO in FY2018 and FY 2019 an amount equal to the costs of legal services that are directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided to the Agency by the AGO. The billings for actual hours of service provided will be based on hourly rates of \$131.00 for attorney services and \$83.00 for legal assistant and investigator services. The actual breakdown of legal services provided by attorneys and legal assistants will be determined within the AGO's discretion. Both the Agency and the AGO acknowledge that the hourly rates in this agreement are the hourly rates charged by the AGO for services to state agencies.
2. **Scope.** AGO will provide legal services to the Agency in accordance with Minn. Stat. § 8.06, except those duties, if any, delegated to the Agency or provided by outside counsel under Section 8.06. The scope of legal services to be provided may include matters pertaining to the Agency's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, provision of training and education to Agency staff, and other legal needs as may be necessary. Pursuant to § 8.06 the Attorney General may, at the request of the Agency, authorize outside counsel to be employed to provide legal services to the Agency.
3. **Outside Counsel and Agency Legal Staff:** If the AGO intends to appoint outside counsel to represent the Agency in any legal matter, the AGO shall consult with the Agency on the choice of counsel, and may, in consultation with the Agency delegate to an Agency staff attorney the authority to represent the Agency in the matter. The Agency will pay directly for any legal services provided by outside counsel appointed by the AGO or for the provision of legal services delegated by the AGO to an Agency staff attorney.
4. **Transfer Mechanism:** Monthly payments shall be made by the Agency to the AGO based on monthly billings for hours of actual services provided for legal work at the rates agreed upon in paragraph 1. The payment(s) shall be made within 30 days of the date of

the monthly billing. The first monthly billing to the Agency under this Agreement will cover the period of time commencing July 1, 2017.

5. **Meetings and Reports.** AGO staff will meet with the Agency upon request to discuss priorities for legal services, to discuss strategies for reducing litigation and related costs, and to review litigation data to ensure accuracy. The AGO shall provide a written Monthly Status Report to the Agency detailing the status of all Agency matters in which the AGO is representing the Agency, showing any change in the status of each matter since the last report. The Monthly Status Report shall be sent to the Agency's General Counsel.
6. **Billing Reports.** The hours of legal services provided under this agreement will be recorded by AGO staff for use in the AGO billing system. The AGO will consult with the Agency before billing the Agency for legal work associated with litigation initiated by the AGO or another State entity. The AGO will provide the Agency with a report of all hours of services provided under this Agreement on a monthly basis, and the report will include an itemized description of the services provided, the total number of hours for each applicable AGO docket number, and names of Agency staff involved, if applicable.

Each monthly report will include data from either two (2) or three (3) complete pay periods, from the end date of the preceding report through the last full pay period of the month in which the report is produced. The AGO will provide each report to the Agency no later than six (6) weeks after the end of the period covered by the report.

7. **Litigation Costs and Expenses.** Agency litigation costs and expenses including, but not limited to, the cost of filing legal documents, hiring expert witnesses and court reporters, messenger services and travel expenses (e.g., out-of-state or air travel within the State of Minnesota) will be paid directly by the Agency and will not come from the funds identified to be paid to AGO in this Agreement. AGO staff will complete a "Notice of Need for Encumbrance" form, including the name and address of the vendor and the estimated cost to be incurred, and forward a copy to the Agency before such special expenses or obligations are incurred.
8. **Estimated Amount:** The total cost of legal services to be provided to the Agency by the AGO in FY 2018 and 2019 is estimated by the Agency and the AGO to be \$1.3 million dollars. This amount of AGO legal services is merely a rough estimate for a two-year period.
9. **Insufficient Funding:** The Agency will endeavor in good faith to pay for the total amount of legal services actually rendered to it by the AGO. However, if the Agency believes during the term of this Agreement that it will not have sufficient funds to pay for all the legal services anticipated to be rendered to it by the AGO, the Agency shall immediately so notify the AGO. The parties acknowledge that a new or supplemental appropriation may be necessary, and MMB, the Agency and the AGO shall work cooperatively to obtain any necessary increased or supplemental funding. The parties agree that the Agency's obligation to pay for the cost of AGO legal services does not

require the Agency to transfer funds to the AGO that (1) are appropriated or limited by contract, to be used for a specific purpose that clearly does not include the payment for AGO legal services; (2) would result in staff furloughs, involuntary leaves of absences or layoffs; or (3) are encumbered to pay for an expense unrelated to the payment of AGO legal services, but it is understood that the Agency may unencumber a portion or all of encumbered funds to the extent they are not necessary to pay for the expense for which they were encumbered.

10. **Amendments.** Any amendments to this Agreement shall be in writing and shall be executed as an amendment to the Agreement, including the mutual consent of all parties to the amendment.
11. **Authorized Agents.** The authorized agent of the AGO for purposes of this Agreement is Ray Smith. The Agency's authorized agent for purposes of this Agreement is David Orren.

APPROVED:

MINNESOTA DEPARTMENT OF HEALTH OFFICE OF THE ATTORNEY GENERAL

By: David E Orren

By: Chester Elles

Title: Chief Legal Counsel

Title: Deputy Attorney General

Date: July 20, 2017

Date: July 20, 2017

MINNESOTA MANAGEMENT & BUDGET

By: [Signature]

Title: Deputy Commissioner

Date: July 21, 2017

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN THE
MINNESOTA DEPARTMENT OF HEALTH AND
OFFICE OF THE ATTORNEY GENERAL
FY 2017**

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

WHEREAS, pursuant to Minnesota Statutes Section 8.15, subdivision 3, the Attorney General is authorized to enter into agreements with executive branch and quasi-state agencies, including the Department of Health ("Department") to provide legal services; and

WHEREAS, the Department needs legal services in order to administer and deliver its programs in Minnesota;

NOW, THEREFORE, IT IS AGREED:

1. **Scope:** The Department agrees to transfer to the Attorney General's Office ("AGO") in FY 2017 an amount equal to the costs of legal services directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided. The billings for actual hours of service provided will be based on hourly rates of \$129.00 for attorney services and \$71.00 for legal assistant and investigator services. The actual breakdown of legal services provided by attorneys and legal assistants will be determined within the AGO's discretion. Both the Department and the Attorney General acknowledge that the hourly rates in this Agreement are based on the hourly rates charged by the AGO for services to state agencies.
2. **Provision of Services:** The Attorney General shall provide legal services to the Department in accordance with Minnesota Statutes Section 8.06, except those duties, if any, delegated to the Department or provided by outside counsel under Section 8.06. The scope of legal services to be provided includes all matters pertaining to the Department's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, and provision of other legal needs as may be necessary. Pursuant to Section 8.06, the Attorney General may authorize outside counsel to be employed to provide legal services to the Department.
3. **Availability:** Upon request, the Attorney General agrees to make her representative(s) available to meet with the Department to review priorities for legal services.
4. **Terms of Payment:** The Department shall process payments to the AGO for legal services provided to it. The amount of payment(s) will be based on monthly billings for actual services provided at the rates agreed upon in paragraph (1) of this Agreement.

In addition, the Department will pay for legal costs and expenses associated with the provision of legal services as provided in paragraph (7) of this Agreement. Invoices from third parties for these costs and expenses will be forwarded by the AGO to the Department for payment.

5. **Transfer Mechanism:** Monthly payments shall be made by the Department to the AGO based on billings for hours of service provided for legal work. The payment(s) shall be made within 30 days of the date of the monthly billing. The first monthly billing to the Department under this Agreement will cover the period of time commencing July 1, 2016.
6. **Reporting:** Hours of legal services provided under this Agreement will be recorded by the AGO staff for inclusion in the AGO payroll system. The AGO will provide the Department with a report of all hours of service provided under this Agreement on a monthly basis. Monthly, the AGO will provide a billing report to the Department including the total number of hours identifiable by case and a requested payment amount. The first monthly billing report to the Department under this Agreement will cover the period of time commencing July 1, 2016.

Each monthly report will include data from either two (2) or three (3) complete pay periods, from the end date of the preceding report through the last full pay period of the month in which the report is produced. The AGO will provide each report to the Department no later than six (6) weeks after the end of the period covered by the report.

7. **Legal Costs and Expenses:** The Department will pay for legal costs and expenses associated with providing legal services under this Agreement. For purposes of this Agreement, such legal costs and expenses will include, but are not limited to, the costs of filing legal documents, the hiring of expert witnesses and court reporters, and extraordinary travel expenses (e.g., out-of-state travel or air travel within the State of Minnesota).
8. **Amendments:** Any amendments to this Agreement shall be made in writing and executed as an amendment to the Agreement, including the mutual consent of both parties to the amendment.

9. **Authorized Agent:** The authorized agent of the AGO for purposes of this Agreement is Ray Smith, Director of Finance. The Department's authorized agent for purposes of this Agreement is David Orren, Chief Legal Counsel.

APPROVED:

**MINNESOTA DEPARTMENT OF
HEALTH**

By: David Orren

Title: Chief Legal Counsel

Date: May 31, 2016

**OFFICE OF THE ATTORNEY
GENERAL**

By: Christie L. Eller

Title: Deputy Attorney General

Date: 6-2-16

Contract Start Date:	<u>7/1/2017</u>	Total Amount:	<u>\$ 1,120,617</u>
Original Contract Expiration Date:	<u>6/30/2019</u>	Original Agreement:	<u>\$ 1,062,522</u>
Current Contract Expiration Date:	<u>6/30/2019</u>	Previous Amendment(s) Total:	<u>\$ 0</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$ 58,095</u>

This amendment is by and between the Minnesota Department of Health (“MDH”) and the Minnesota Department of Public Safety (“DPS”).

Recitals

1. MDH and DPS have an interagency agreement, identified as “SWIFT Contract Number #128332 (“Original Agreement”), in which DPS provides fire safety inspections of designated hospitals, hospices providing inpatient care, ambulatory surgical facilities, skilled nursing facilities, nursing facilities, intermediate care facilities for the intellectually disabled, and facilities that participate in the End Stage Renal Disease Program located within the geographical confines of the State of Minnesota.
2. The agreement is being amended for cost only. Original encumbered amounts were based on estimates and actual expenses for FY18 have been higher than estimated. As a result the encumbered amount for FY19 is adjusted to reflect a revised understanding of the workload and associated expenses.
3. MDH and DPS are willing to amend the Original Agreement as stated below.

Contract Amendment

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

REVISION 1. Clause 3, “Consideration and Payment,” is amended as follows:

1. Consideration and Payment:

I. CONSIDERATION:

Consideration for all services performed by DPS pursuant to this Agreement shall be paid by MDH pursuant to this Agreement. The parties shall comply with all time requirements described in this agreement. In performance of contractual duties, time is of the essence. Considerations shall not exceed ~~\$1,100,000.00~~ \$1,120,617.00 for the biennium and shall be paid as follows:

- A. The approved budget amount for the period beginning July 1, 2017 and ending June 30, 2018 is ~~\$524,827.00~~ \$554,827.00 which includes indirect costs computed at rate of 7.55% of salary and fringe benefit expenditures. See **APPENDIX A**, State Fiscal Year 2018 Budget Proposal and State Fiscal Year 2019 Budget Proposal, which is attached and incorporated into this Agreement.
- B. The approved budget amount for the period beginning July 1, 2018 and ending June 30, 2019 is ~~\$537,695.00~~ \$565,790.00 which includes indirect costs computed at the rate of 7.55% of salary and fringe benefit expenditures. See **APPENDIX B**, State Fiscal Year 2018 Budget Proposal and State Fiscal Year 2019 Budget Proposal, which is attached and incorporated into this Agreement.
- C. The budget amount is a not-to-exceed amount that MDH shall reimburse DPS for the federal and MDH shares of the actual cost of the survey services performed under the provisions of this

Agreement. MDH will reimburse DPS for time spent on completion of the duties set forth in section 2, *supra*. The reimbursable shares of the services will be calculated based on actual survey hours and actual non-salary costs.

- (1) Actual Survey Hours – The cost of survey hours will be allocated among Medicare/Medicaid, MDH source and DPS sources based on the funding splits for each survey type agreed to with CMS as referenced in current federal time keeping system.
 - (2) Non-Salary Costs – Overhead costs will be reimbursed monthly on a funding split based on the previous years actual recorded costs. For SFY 2018, this split will be 77% MDH and 23% DPS. Estimates for these costs can be found in Appendices A & B.
- D. DPS will verify expenses and staffing levels are accurately accounted for in Paradise and SWIFT.
- E. DPS will submit a budget request for fiscal year 2019 by May 30, 2018. The cash balance on hand as of the end of any state fiscal year can be carried forward into the next state fiscal year so that the operation of the activities described in this Agreement can continue while budgets are being negotiated.
- F. Payment of the funds described in 3.I.A and 3.I.B of this Agreement are to be made from federal funds obtained by MDH through Titles XVIII and XIX of the Social Security Act. If at any time such funds become unavailable, this Agreement may be suspended, reduced accordingly, or terminated immediately upon written notice of such fact by MDH to DPS. In the event of a termination, DPS shall be entitled to payment for service provided.
- G. This Agreement constitutes the whole agreement between the parties and it is mutually understood that no alterations or variations to the terms of this Agreement shall be valid unless amendments hereto are made pursuant to Section 6, below. If this Agreement is terminated, any funds paid to DPS under the provisions of the Agreement which have not been expended or encumbered in accordance with the provisions of this Agreement before the date of termination and any property purchased with funds paid to DPS under the provisions of this Agreement, shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such property and funds.
- H. Pursuant to any audit of MDH by CMS (or other federal agency) that results in a loss of funds to MDH, and if loss of such funds are due to non-compliance by DPS with any provisions within this Agreement, DPS shall return identified loss of funds to MDH subsequent to written documentation identifying specific details of non-compliance by DPS.


II. TERMS OF PAYMENT:

Payment shall be made by MDH within 30 calendar days of the date of invoice after DPS has presented invoices for services performed to MDH. **Itemized invoices shall be submitted on a monthly basis by the 15th of every month.**

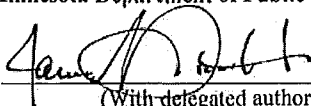
Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION


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

Signed: 
Date: 10/24/18

2. Minnesota Department of Public Safety

By: 
(With delegated authority)
Title: CHIEF DEPUTY
Date: 9/14/2018

3. Minnesota Department of Health

By: 
(with delegated authority)
Title: Accounting Director
Date: 10/24/18

MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

This Interagency Agreement, and supplements and amendments ("Agreement"), is between the State Minnesota, through its Department of Human Services ("DHS"), and the Minnesota Department of Health ("MDH").

RECITALS

WHEREAS, DHS is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10.

WHEREAS, MDH is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10.

WHEREAS, DHS has received federal funding for and has been directed by the Minnesota State Legislature (see Minnesota Statutes section 256B.0757) to commence planning for the implementation and ongoing oversight of behavioral health homes (BHH) services which include the 6 federally required services, namely: comprehensive care management; care coordination and health promotion; comprehensive transitional care; patient and family support; referral to community and social support services; and improved exchange of health information. In a behavioral health home, consumers identified with serious mental illness will have their comprehensive physical and behavioral health needs addressed in a coordinated manner.

WHEREAS, behavioral health home services providers must have the capacity to perform core services specified by CMS. DHS will certify and recertify behavioral health homes according to federal and state standards.

WHEREAS, MDH has experience planning for, operating, and certifying Health Care Homes (HCH), also called "medical homes," which is an approach to primary care in which primary care providers, families, and patients work in partnership to improve health outcomes and quality of life for individuals with chronic health conditions and disabilities pursuant to Minnesota Statutes section 256B.0751.

WHEREAS, DHS would like to incorporate and use MDH's expertise and experience from its operation of HCH in DHS' implementation and ongoing oversight of behavioral health home services.

WHEREAS, DHS specifically seeks to work with MDH for the following purposes: 1) to assist in the implementation and ongoing oversight of behavioral health home services certification and recertification standards and a process that incorporates expertise from the MDH perspective; 2) to implement state-wide strategies for behavioral health and primary care integration, including coordination of care for individuals with multiple behavioral and physical health conditions; and 3) to facilitate cross-agency planning and communication related to behavioral health and primary care integration and the

development of curriculum and learning activities to be used across the two agencies for practice transformation.

WHEREAS, pursuant to Minnesota Statutes section 144.0742, MDH is empowered to enter into contractual agreements with any public or private entity, including DHS, for the provision of statutorily prescribed public health services.

NOW, THEREFORE, the parties consent to the following:

AGREEMENT

1. Scope of Work

1.1 MDH's Duties: MDH will perform the duties set forth in Attachment A, which is attached and incorporated into this Agreement. To fulfill the duties set forth in Attachment A, MDH will:

- a. Provide DHS with expertise and recommendations on the ongoing development of certification and recertification standards for BHH services based on MDH's experience with HCH.
- b. Coordinate communication between HCH staff at MDH and the BHH staff at DHS;
- c. Coordinate planning and integration in State Innovation Model Grant and HCH Learning Collaborative activities, and DHS practice transformation.
- d. Provide other necessary work related to behavioral health integration into primary care and the development, certification and implementation of behavioral health home services, as requested by DHS.
- e. Provide direct assistance to DHS related to certifying and recertifying behavioral health home services providers by:
 - i. Participating in weekly BHH team meetings.
 - ii. Participating in weekly BHH certification/recertification meetings.
 - iii. Working with DHS staff to schedule certification site visits.
 - iv. Co-leading initial certification and recertification site visits with DHS staff.
 - v. Documenting findings of site visits in a process to be determined by DHS.
 - vi. Providing technical assistance to providers that are pursuing certification as determined by DHS.
 - vii. Supporting the state-wide design of quality improvement expectations and provide technical assistance to BHH providers as identified and assigned by DHS.
- f. Utilize a competitive RFP process, award, execute, monitor, and close out a professional/technical contract to develop practice transformation activities that support inter-agency providers.

1.2 MDH's Deliverables. MDH will submit the following deliverables to DHS:

Dates may be modified by mutual agreement.

Deliverable	Due date
Participation in quarterly meetings to discuss the progress of the duties listed in the Interagency Agreement.	As scheduled July 31, 2017-June 30, 2019
Attendance at BHH team meetings, recertification planning meetings; module development meetings; and learning community planning meetings.	As scheduled July 31, 2017-June 30, 2019
Participate in bi-weekly certification coordination calls with BHH staff. Frequency of calls may vary based on need, as determined by DHS.	July 31, 2017-June 30, 2019
Documentation of site visit summary for each BHH certification applicant	July 31, 2017-June 30, 2019
Documentation of site visit summary for each BHH recertification applicant	July 31, 2017-June 30, 2019
Attendance at BHH evaluation team meetings.	As scheduled July 31, 2017-June 30, 2019
Participate in monthly check-in meetings with DHS Health Care and Community Supports Administration	Monthly beginning Sept. 2017
Draft RFP for Practice Transformation Liaison	August 1, 2017
Finalized RFP process and contract for Liaison	December 31, 2017

2. DHS' Duties. DHS shall lead activities necessary for compliance with the federal and state requirements delineated in Minnesota Statutes section 256B.0757 for behavioral health home services, including but not limited to the creation of a certification and recertification process, reporting to the Centers for Medicare and Medicaid, data collection, and program evaluation.

3. Consideration and Terms of Payment

- 3.1 Consideration.** Consideration for all services performed by MDH pursuant to this agreement shall be paid by DHS according to the budget set forth in Attachment B, which is attached and incorporated into this Agreement.
 - 3.2 Terms of Payment.** DHS shall make payment to MDH within 30 days after MDH has presented invoices to DHS.
 - 3.3 Total Obligation.** The total obligation of DHS for all compensation and reimbursements to MDH will not exceed **five hundred and thirty thousand dollars (\$530,000)**.
- 4. Conditions of Payment.** All services provided by MDH pursuant to this agreement shall be performed to the satisfaction of DHS, as determined at the sole discretion of its authorized representative.
- 5. Term of Agreement.** This agreement shall be effective on **July 1, 2017**, or upon the date that the final required signature is obtained by the MDH, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, 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.
- 6. Cancellation.** This agreement may be canceled by the DHS or MDH 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 MDH shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- 7. Authorized Representatives.**

 - 7.1 DHS' Authorized Representative.** DHS' authorized representative for the purposes of administration of this agreement is Jennifer Blanchard, Director of Community and Care Integration Reform or her successor.
 - 7.2 MDH's Authorized Representative.** MDH'S authorized representative for the purposes of administration of this agreement is Diane Rydrych, Director of the Division of Health Policy or her successor.
 - 7.3 Authorized Representative Authority.** 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.
- 8. Assignment.** Neither MDH nor DHS shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

9. **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.
10. **Liability.** MDH 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. MDH and DHS liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.
11. **Information Privacy Protection.**
- A. It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to MDH under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.
 - B. It is expressly agreed that MDH will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, MDH is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, MDH is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If MDH has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, MDH will be responsible for its own compliance.
 - C. Both MDH and DHS must comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, as it applies to any data created, collected, received, stored, used, maintained or disseminated pursuant to this Agreement.
 - D. If MDH receives a request to release data created, collected, received, stored, used, maintained or disseminated by MDH in performing its duties under this Contract, MDH must immediately notify and consult with DHS' Authorized Representative as to how MDH should respond to the request.

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

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

APPROVED:

1. DHS ENCUMBRANCE VERIFICATION

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

By: Debra Salwan

Date: 7/2/17

SWIFT Contract No: 127091

SWIFT PO #: 3000054361

2. Minnesota Department of Health (MDH)

By: Dawn Udean

Title: Accounting Supervisor Principal

Date: 8/16/17

3. Minnesota Department of Human Services (~~MDH~~) DHS

By: Mi Green

With delegated authority

Title: Medicaid Director

Date: 9/7/17

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

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

ATTACHMENT A

MDH will perform the duties described in this Agreement by performing all functions and activities as described:

BEHAVIORAL HEALTH INTEGRATION NURSE COORDINATOR

1. Coordinate between health care homes, behavioral health home, and behavioral health integration activities related to the implementation of a multi-agency, \$45,000,000.00 million statewide health reform grant initiative, referred to as the Minnesota Accountable Health Model. This initiative builds on existing statewide health reform efforts and is funded by a State Innovation Model (SIM) Testing Grant awarded by the Centers for Medicare Services (CMS) Center for Medicare & Medicaid Innovation (CMMI) and state funds allocated to support behavioral health homes.
2. Lead coordination and communication between the health care homes staff at the Minnesota Department of Health (MDH) and the behavioral health home staff at the Minnesota Department of Human Services (DHS).
3. Lead the development and implementation of the behavioral health integration SIM Grant activities through the end of the SIM initiative, and participate in other practice transformation activities as assigned.

Specific position responsibilities and tasks are listed as follows:

Responsibility #1

PERCENTAGE OF TIME: 30

As part of a cross-agency integrated team, provide expertise from the MDH perspective and coordinate communication between health care homes staff at the MDH and the behavioral health home staff at DHS.

Tasks:

1. Serve as the key liaison between DHS and MDH in planning for behavioral health home certification.
2. Assist in developing a crosswalk of behavioral health home (BHH) and HCH standards and indicators.
3. Serve as subject matter and policy expert in the integration of primary care and behavioral health in creating a streamlined process for providers that will be dually certified. This will include:
 - a. Advise on areas of BHH standards that are currently met by the HCH certification process and do not need to be duplicated in the BHH certification process.
 - b. Explore the option to coordinate HCH and BHH certification cycles for providers that will be dually certified. Advise on the development of:
 - c. Develop site visit format, tools for BHH certification, workflow for the certification and recertification review process, and communication between DHS/BHH and MDH/HCH staff.
4. Act as a member of the internal BHH workgroup and attend workgroup meetings.
5. Provide input into BHH evaluation plan, taking from lessons learned in HCH evaluation

6. Participate in incorporating lessons learned from the initial BHH certification process in order to inform and adjust the BHH recertification process.
7. Provide technical assistance to clinics navigating the HCH and BHH certification process, as identified by DHS.
8. Develop and adapt tools and resources that support training and practice facilitation for clinics and mental health providers.
9. Respond to and interpret behavioral health integration questions for HCH/BHH team members and certification applicants regarding routine clinic activities, provider and nursing process, clinical content knowledge, workflows, quality improvement activities, team development, scope of roles for clinic and mental health staff and patient and family centered care.
10. Provide technical advice for clinic and mental health teams seeking certification as the need is identified by DHS, including interpreting questions and responding in an understandable style to questions verbally, in writing, in public presentation and teaching environments, based upon a general clinical knowledge base in primary care, including pediatrics, family medicine and internal medicine for patients with chronic and complex diseases and behavioral health.
11. Participate in work groups, forums, grant projects and programs that expand the capacity of health care homes and BHH in communities throughout the state.

Responsibility #2

PERCENTAGE OF TIME: 30

Build capacity and lead activities related to behavioral health integration into primary care.

Tasks:

1. Complete analysis and identify behavioral health TA needs of currently certified HCHs.
2. Develop and/or tailor BH integration curriculum for HCHs.
3. Systematically review and analyze local, state and national information and research and emerging best practices relevant to behavioral health integration into primary care.
4. Identify existing information, educational, and technical resources and evaluate their suitability for Minnesota audiences.
5. Convene ad-hoc groups and meetings to develop consensus on emerging information regarding behavioral health integration to support integrated health models.
6. Develop educational, informational and training communication and materials where none exist to meet identified needs.
7. Interpret and disseminate findings that support national, state, regional and local efforts to identify, assess and quantify the issues and concerns relating to behavioral health integration into primary care.
8. Assure communication messages and activities align with behavioral health integration, Health Care Home, behavioral health home services providers⁸ and other health reform initiatives and MDH/DHS operations.
9. Represent HCH at local, state and national meetings and conferences as directed.

RESPONSIBILITY 3

PERCENTAGE OF TIME: 15

Coordinate planning and implementation of integration activities in the SIM/HCH Learning Collaborative as well as the DHS practice transformation work that meets the informational needs of participants.

Tasks

1. Participate in planning and assist with directing the behavioral health integration related sessions following the detailed process and procedures for learning collaborative sessions.

2. Support clinical planning, implementation and evaluation of SIM HCH learning collaborative as needed.
3. Develop and compile educational documents such as tool kits, data reports, fact sheets and web based communication to support capacity building work
4. Research existing topics and opportunities for program for presentation.
5. Coordinate with Learning Collaborative Advisory Committee members as needed.

RESPONSIBILITY 4

PERCENTAGE OF TIME: 20

Provide clinical practice expertise and consultation to a limited number of applicant HCH clinicians that are primary care clinics seeking certification as health care homes and lead the MDH certification teams in planning and conducting clinic visits.

Tasks

1. Conduct planning and scheduling staff for site visits, and perform implementation planning and evaluation.
2. Respond to and interprets clinical and clinic operations questions for HCH team members and certification applicants.
3. Provide clinical technical advice for clinic teams seeking certification.
4. Assess the functions of clinics and clinicians who are applying for health care homes based on HCH standards and criteria in the health care home rule at site visits and through other encounters.
5. Provide guidance to the HCH planning team and community clinician and consumer site visit evaluators related to the requirements of site visits for HCH certification.
6. Complete all certification documentation steps, and provides written reports for certification evaluation and works with team members to complete reports in a timely manner.
7. Assess submitted documents for recertification as a HCH.
8. Facilitate identification of problems, analyzes variances, appeals and remedial action plans for applicants that are out of compliance with health care home standards and criteria and support team members and clinics to develop a remedy.
9. Identifies and obtains data from physicians, advanced practice nurses and physician's assistants as well as clinics to evaluate the impact of health care homes on health care quality, cost and outcomes.

RESPONSIBILITY 5

PERCENTAGE OF TIME: 5

Develop and maintain professional knowledge base required for this position, position-related skills and inter-personal skills.

Tasks:

1. Participate in national conferences, meetings and events.
2. Perform research and related activities to support implementation activities.
3. Research related activities occurring in other states for their applicability to Minnesota needs.
4. Share Minnesota experiences and lessons learned with other states, federal agencies, and national organizations.
5. With supervisor approval, attend continuing education workshops /classes that advance informatics knowledge, research and practice.
6. Treat all MDH/DHS staff members and clients with respect, patience and courtesy so that effective and cooperative working relationships with others are established and maintained.
7. Seek out opportunities to support HCH /BHH and program related activity

8. Seek out opportunities to develop and maintain applicable skills. Share knowledge with colleagues and partners.

PLANNER PRINCIPAL

RESPONSIBILITIES:

1. Develop an RFP and participate in the selection of a DHS and MDH cross-agency Practice Transformation Liaison contractor by January 1, 2018.
2. Provide direction, coordination, facilitation, and project management for contract.
3. In collaboration with the cross-agency Practice Transformation Liaison, develop a work plan that will implement the activities and responsibilities of the contract.
4. Develop and implement standard processes, guidance and procedures to monitor and evaluate progress toward contract deliverables.
5. Recommend and develop policy guidance and technical assistance for implementation of contract related activities and programs.
6. Prepare and execute necessary contract documents in accordance with state law, and MDH guidelines and requirements.
7. Attend training as needed to effectively administer program.
8. Direct and coordinate reporting requirements for the contract, and prepare summary reports as requested.
9. Work with contracted entity to ensure timely submission of all required reports, documents and presentations in a timely manner.
10. Perform ongoing contract and budget management review functions to ensure timely and accurate invoicing.
11. Design and implement process that review and evaluate for improvement contract activities.
12. Assure communication messages and activities align.
13. Provide day-to-day project management and coordination for IAA activities.

PERFORMANCE INDICATORS:

1. On-going independent and forward planning, implementation, and evaluation of the learning collaborative activities is undertaken.
2. Responses to stakeholder inquiries and feedback are managed in a timely and appropriate fashion.
3. Positive evaluation from stakeholders for training and technical assistance is received.
4. Positive evaluation related to reports and presentations is received.

ATTACHMENT B

Minnesota Department of Human services

Interagency Agreement Budget

Activities 1 and 2:

Position and Description	Approved Budget	
Registered Nurse Senior Working title: Behavioral Health Integration Nurse Coordinator and BHH certification	July 1, 2017-June 30, 2018	July 1, 2018 –June 30, 2019
	\$124,000	\$124,000

Travel	Approved Budget	
Not to exceed \$10,000 annually for the period of the IAA to support the certification and recertification of providers. To include the cost of mileage and lodging.	July 1, 2017-June 30, 2018	July 1, 2018 –June 30, 2019
	\$10,000	\$10,000

Activity 3:

Position and Description	Approved Budget	
MDH grant manager to support the development of an RFP, contract and ongoing oversight for the work of a cross-administrative Practice Transformation Liaison.	July 1, 2017-June 30, 2018	July 1, 2018 –June 30, 2019
	\$56,000	\$31,000

Description	Approved Budget	
Contract to develop practice transformation activities that support inter-agency providers.	January 1, 2018 - June 30, 2018	July 1, 2018 –June 30, 2019
	\$75,000	\$100,000

TOTAL	July 1, 2017-June 30, 2018	July 1, 2018-June 30, 2019
	\$265,000	\$265,000

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
BETWEEN THE DEPARTMENTS OF
HUMAN SERVICES (DHS) AND HEALTH (MDH)**

Recitals

WHEREAS, the Minnesota Department of Human Services (hereinafter referred to as "DHS") and the Minnesota Department of Health (hereinafter referred to as "MDH") are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10; and

WHEREAS, DHS is the state agency responsible to help people meet their basic needs by providing or administering health care coverage for Minnesotans. DHS is also the single state agency responsible for administering and monitoring the state plan for Medical Assistance (hereinafter referred to as "MA") pursuant to 42 United States Code (U.S.C.), sec. 1396a; and

WHEREAS, DHS is the state agency responsible under 42 U.S.C., sec. 1396a for ensuring that only qualified individuals can access MA and under 42 Code of Federal Regulations (C.F.R.) that federal financial participation be provided only to eligible long-term care facilities; and

WHEREAS, the relationship standards of this Agreement between DHS and MDH are defined in 42 C.F.R., section 431.610; and

WHEREAS, MDH is the state's official health agency responsible for the development and maintenance of an organized system of programs and services for protecting, maintaining, and improving the health of the citizens of Minnesota. MDH is also designated as the State agency:

- under section 1902(a)(33) of the Social Security Act (hereinafter referred to as the "Act"), responsible for determining whether facilities meet the requirements for participation in MA as nursing facilities (hereinafter referred to as "NFs"), intermediate care facilities for people with developmental disabilities (hereinafter referred to as "ICFs/DD") or nursing facility/institutions for mental diseases (hereinafter referred to as "NF/IMDs"); and
- pursuant to Minnesota Statutes, section 144.0724 to establish, administer and review resident reimbursement classifications, is responsible for the development and maintenance of the Minimum Data Set (MDS) tool which is used to determine Minnesota MA nursing home reimbursement rates, as well as serve as the repository for this data; and

WHEREAS, DHS and MDH have mutual and individual responsibilities relating to the **Case Mix review program** which assesses resident level of care and is used to determine NF reimbursement rates and the **review of NF/IMDs** to determine their eligibility to receive federal funding under the MA program; and

WHEREAS, the intent of this Agreement is to achieve the goals of these programs and to comply with relevant state and federal laws and regulations by delineating the functions to be

performed and the responsibilities of DHS and MDH in the Case Mix review program and the review of NF/IMDs.

NOW, THEREFORE, it is agreed:

Agreement

I. MDH'S DUTIES:

MDH shall:

- A. Share with the DHS Contract Manager all communications that represent a change in policy or procedure with regards to the performance of contracted duties. MDH shall provide to DHS: copies of any written notices, letters or other documents regarding these changes or with regards to state agency performance of duties. For purposes of this Agreement, MDH compliance with notification requirements shall be met if notice is provided to the Contract Manager or their designee.
- B. Establish and implement resident reimbursement classifications in accordance with Minnesota Statutes, sections 144.0724 and 256R.17.
- C. Maintain a Case Mix review system based on the federally required MDS and upgrade as needed to ensure compliance with the latest version of the MDS. Develop software programs using the MDS 3.0, to perform all data extraction, classification, notification, review, and audit functions required for the determination of nursing home rates and the transmission of this data to DHS. Maintain an electronic archival system of all Case Mix manuals, Case Mix policies, procedures and forms documenting and dating any changes and making all archival documents available to DHS upon request.
- D. Conduct audits of resident reimbursement classifications, pursuant to Minnesota Statutes, section 144.0724, subd. 9.
- E. Conduct audits of MDS items included in the Minnesota risk-adjusted quality indicators.
- F. Conduct up to sixteen (16) NF reviews annually of NF/IMDs or potential NF/IMDs identified by DHS. These reviews will utilize IMD classification criteria.
- G. Collect and provide to DHS data, reports and information related to: Case Mix resident reimbursement classifications, the Minnesota risk-adjusted quality indicators, and the NF/IMD review process, and/or other activities covered under this Agreement, as may be deemed useful and necessary by DHS. Data shall be provided in formats and according to schedules mutually agreed upon by DHS and MDH. This data shall be utilized to develop outcome and performance measurements, administer contracts for services as mandated by Minnesota Statutes, sections 256B.434 and 256R.16, and otherwise determine value, results, and outcomes for long-term care purchasing and determine eligibility for participation in the MA program. MDS data sharing shall be in accordance with the Center for Medicare & Medicaid Services (hereinafter referred to as "CMS") /MDH/DHS Data Use Agreement.

H. Provide staff in sufficient number (subject to budgetary limitations) and of composition and qualifications to ensure that the requirements of this Agreement are met. If sufficient resources are not available to meet these staffing requirements, MDH shall notify DHS and a coordinated effort shall be made to obtain sufficient resources from the state legislature and/or CMS.

I. Provide to DHS, within available resources, policy consultation and/or support on issues related to the duties and provisions outlined in this Agreement.

J. Be responsible for conducting periodic educational programs, within available resources, for the staff, residents (or their representatives), and representative organizations of facilities referred to in this Agreement, to present current regulations, procedures and policies related to the Case Mix process.

K. Retain records of information in accordance with federal and state record retention schedules.

II. DHS'S DUTIES:

DHS shall:

A. Designate up to sixteen (16) NF/IMDs or potential NF/IMDs to be reviewed annually by MDH. DHS will provide this information by October 1st of each year. Upon request, DHS will provide in-service training on IMD classification criteria to MDH staff assigned to perform these reviews.

B. Inform the MDH Case Mix staff of issues concerning the payments file provided by MDH or other issues requiring investigation by MDH staff.

III. CONSIDERATION AND TERMS OF PAYMENT:

A. DHS will act as fiscal intermediary between MDH and CMS. DHS will, based on the invoiced estimates provided by MDH, draw federal fiscal matching funds. Federal matching funds drawn will not exceed the appropriate match percentage based on the information provided on MDH invoices. This Agreement does not establish a limit on federal fiscal matching funds that can be drawn based on MDH invoices and available funds.

B. **Monthly Invoices.** MDH shall submit to the DHS Contract Manager for approval, monthly invoices requesting the anticipated or actual federal share needed for only that month's expenditures for the activities performed under this agreement. These invoices shall identify expenditures eligible for state and federal financial participation and must clearly itemize costs at both the fifty percent (50%) and seventy-five (75%) rates of federal financial participation. If invoices are not sent for both the 50% and 75% rate, MDH will send a detailed justification for invoicing the charges at only one rate. DHS is not obligated to process the payments until a satisfactory explanation from MDH is received and reviewed by the DHS Contract Manager.

C. **Monthly Payments.** DHS will submit monthly payments to MDH based on these invoices within ten (10) days of receipt.

D. **Non-Federal Share.** MDH shall provide the non-federal share of all expenditures for which federal revenue is claimed. In addition, MDH shall ensure that all non-federal matching funds shall be from sources other than federal funds or funds used to match other federal funds.

E. **Preparation of Reports.** All estimated cost reports, actual expenditure reports and other reports shall be prepared in accordance with budget and accounting standards adopted by the State of Minnesota. MDH shall furnish or make available information on any accounts, expenditures or reports as requested by DHS or as may be necessary for audit purposes.

F. **Revised Expenditures.** Revised expenditure reports can and shall be submitted to DHS by MDH when appropriate and in compliance with the regulations and requirements cited in item E. DHS will make additional payments to MDH, if necessary, based on either the final reconciliation or revised invoices and to the extent federal awards are available. If overpayments have been made for the prior operating year, based on the final reconciliation, MDH shall refund the overpayment to DHS within five (5) business days from the date the accounting codes are provided by DHS to MDH.

G. **Payment upon Termination of Agreement.** If this Agreement is terminated, any funds paid to MDH under this Agreement that have not been expended in accordance with the provisions of this Agreement before the due date of termination and any property purchased with funds paid to MDH under provisions of this Agreement, shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such property and funds.

IV. CONDITIONS OF PAYMENT:

All services provided by MDH pursuant to this Agreement shall be performed to the satisfaction of DHS, as determined at the discretion of DHS' Authorized Representative or Contract Manager.

V. TERMS OF AGREEMENT:

This Agreement shall be effective on September 15, 2017, or upon the date that the final required signature is obtained by the MDH, pursuant to Minnesota Statutes, Section 16C.05, subd 2, whichever occurs later and shall remain in effect until **June 30, 2019**, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

VI. CANCELLATION:

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

VII. AUTHORIZED REPRESENTATIVES:

A. **Authorized Representatives:** DHS's Authorized Representative for the purposes of administration of this Agreement is Valerie Cooke, Director of the Nursing Facility Rates and

Policy (NFRP) Division or her successor. MDH's Authorized Representative for the purposes of administration of this Agreement is Nancy Omondi, Director of the Health Regulation Division or her successor.

B. **Contract Managers:** MDH hereby designates **Martha Burton-Santibanez**, Assistant Director of the Health Regulation Division or her successor/s in office, as MDH Contract Manager for the responsibility of administering this Interagency Agreement and monitoring compliance with provisions contained herein. DHS hereby designates **Munna Yasiri**, Compliance Director for the Nursing Facility Rates and Policy (NFRP) Division or her successor/s in office, as DHS Contract Manager for the responsibility of administering this Interagency Agreement, monitoring compliance with provisions contained herein, and as liaison to CMS and for compliance with applicable regulations. These persons and/or their designees and successors in office shall schedule and hold meetings on a semi-annual basis to discuss the activities covered by this Agreement. Each Contract Manager 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.

VIII. ASSIGNMENT:

Neither MDH nor DHS shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

IX. 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.

X. LIABILITY:

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. Each party's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

XI. INFORMATION PRIVACY PROTECTION:

MDH and DHS agree that each is independently responsible for complying with the Data Practices Act, Minnesota Statutes Chapter 13, and that each party will be responsible for its own acts and those of its employees and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or its employees, or the results thereof.

It is expressly agreed that the MDH will not be handling private or confidential data on individuals, or nonpublic data not on individuals that is collected by DHS and is therefore not a member of or included within the "welfare system" for purposes of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13, and in particular §13.46) as a result of this Agreement.

It is expressly agreed that MDH will not be handling "protected health information" that is

collected by DHS (information that identifies an individual as having applied for, being or having been eligible for, or receiving or having received health care services, as set forth in 45 CFR §160.102). MDH is not a "business associate" of DHS, as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR §160.103. Therefore, MDH is not required to comply with the privacy provisions of HIPAA as a result of or for purposes of performing under this Agreement. If MDH has responsibilities to comply with HIPAA for reasons other than this Agreement, MDH will be responsible for its own compliance.

XII. TITLE XIX:

This Agreement shall be read in a manner consistent with Title XIX of the Social Security Act and with Minnesota Statutes, Chapters 256B, 144 and 144A, and the regulations and rules promulgated thereunder, and with other policy and directives issued by HHS.

XIII. OTHER PROVISIONS:

None.

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

1. STATE ENCUMBRANCE VERIFICATION

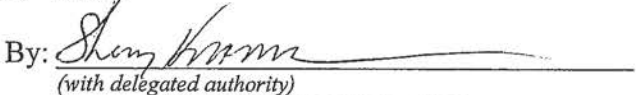
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

By: 

Date: 07-06-17

Contract No: IAK 128149 / PO 3-54388

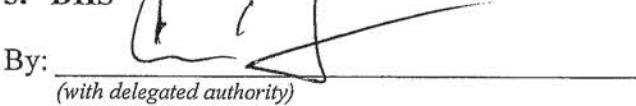
2. MDH

By: 
(with delegated authority)

Title Sherry Kromschroeder
Financial Management Director

Date: 9-13-17

3. DHS

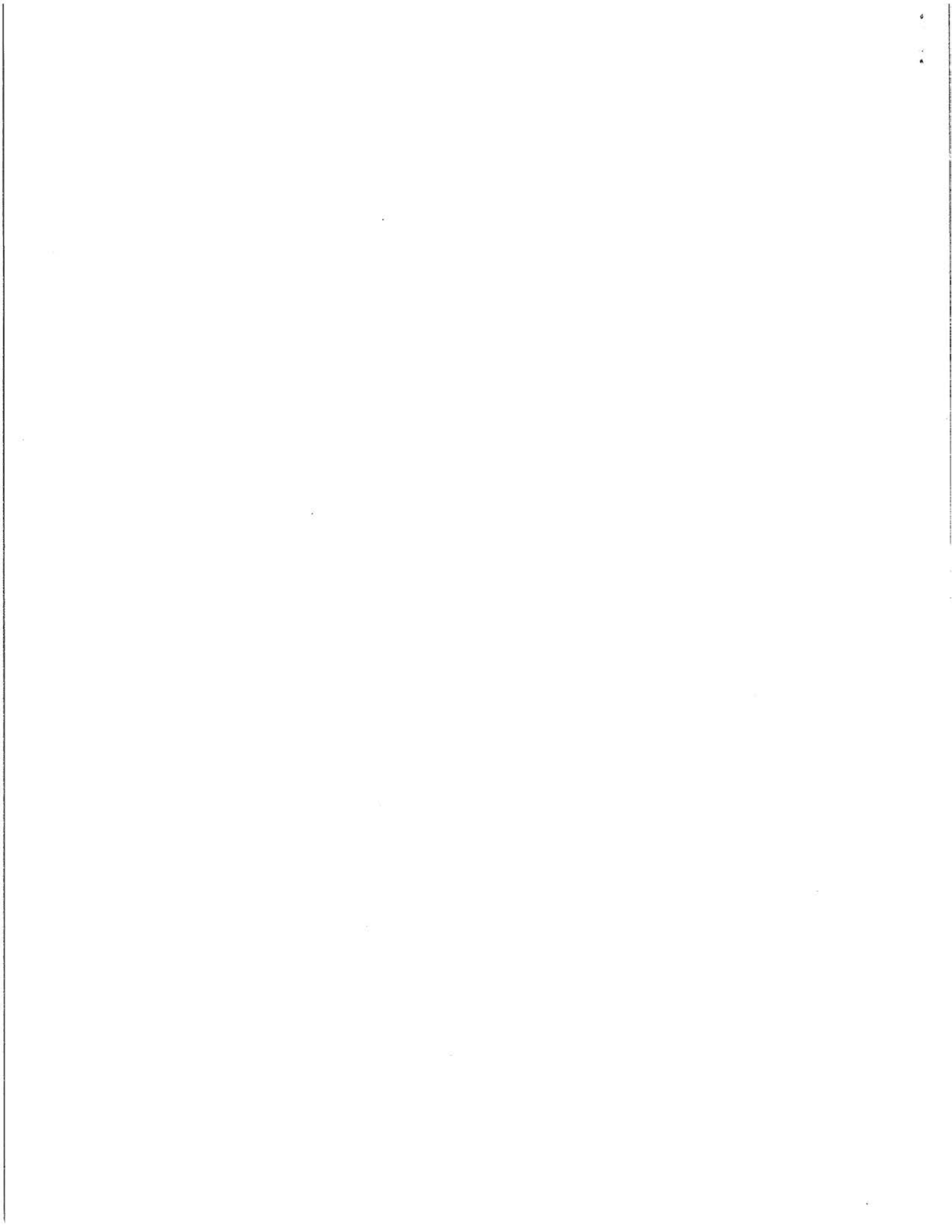
By: 
(with delegated authority)

Title: Deputy Commissioner

Date: 10/17/17

Distribution:
DHS

MDH
DHS - Contracts Section



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: 7/1/17

Proposed End Date: 4/30/19

SFY18 - SWIFT FinDeptID: H55EB 33219, \$150,000

SFY19 - SWIFT FinDeptID: H55EB 33219, \$150,000

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

Contract Coordinator, complete this section:

SWIFT Vendor # for Other State Agency: H120000000

SWIFT Contract #: IAK % 125587

SWIFT Purchase Order #: 3000052682

Buyer Initials: SBB Date Encumbered: 7-6-17

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

MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

Recitals:

This INTERAGENCY AGREEMENT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services, Alcohol and Drug Abuse Division (hereinafter "DHS" and "ADAD") and the Minnesota Department of Health (hereinafter "MDH").

Whereas, Minnesota and the United States as a whole is currently experiencing a preventable drug overdose epidemic; and

Whereas, drug overdose deaths among Minnesota residents increased 11 percent from 2014 to 2015 (572 people in 2015 died from a drug overdoses as compared to 516 in 2014); and

Whereas, about half of the drug-related deaths in 2015 were attributable to prescription medication as opposed to illegal street drugs, as follows: opiate pain relievers (216), heroin (114), psychostimulants like methamphetamine (78), benzodiazepines like Valium (71), and cocaine (38); and

Whereas, the prescription drug overdose issue in Minnesota is a public health concern; and

Whereas, alarming disparities exist in fatal drug overdose among racially and ethnically diverse populations; for example, Minnesota ranks highest among all states in the ratio of mortality rates due to drug poisoning among American Indians/Alaska Natives in comparison to Whites (5 to 1), and African Americans/Blacks to Whites (2 to 1); and

Whereas, MDH and DHS are each empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

Whereas, "opiate antagonist" means naloxone hydrochloride or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of opioid drug overdose; and

Whereas, the United States Congress appropriated funding for each of the states and territories through Funding Opportunity Announcement number TI-17-014, Catalogue of Federal Domestic Assistance 93.788, as part of the State Targeted Response (STR) to the opioid epidemic and the Opioid STR grants are authorized under Section 1003 of the 21st Century Cures Act, as amended; and

Whereas, this Announcement addressed Healthy People 2020, Substance Abuse Topic Area HP 2020-SA; and

Whereas, DHS, which is the designated Single Minnesota State Authority relative to Substance Abuse Prevention, Treatment and Recovery, is responsible for implementing all these Federal Programs in Minnesota; and

Whereas, the Alcohol Drug Abuse Division (ADAD) of the DHS, in coordination with the DHS Health Care Administration and Office of Indian Policy, as well as MDH, created a "State Targeted Response to the Opioid Crisis" proposal to the federal Substance Abuse and Mental Health Administration (SAMHSA); and as a result SAMHSA State Targeted Response to the Opioid Crisis funds are part of the Federal response to the opioid epidemic; and

Whereas, the Minnesota State Targeted Response to the Opioid Crisis ("MN Star") provides an opportunity to weave and expand current opioid crisis planning efforts together into a working whole; and especially important are efforts to create formal and informal collaboration in the continuum of treatment resources (the Minnesota Model of Care approach) and the integration of services at each point in the continuum (e.g., behavioral treatment and Office Based Opioid Treatment); and

Whereas, this MN Opioid STR grant opportunity provides resources to Minnesota for rapid expansion of opioid-specific treatment and recovery services and initial support for statewide strategic planning efforts; and the role of DHS in this process was to write, release and select qualified grantees for Minnesota's State Targeted Response to the Opioid Crisis (MN Opioid STR); and Minnesota's State Targeted Response to the Opioid Crisis ("MN Opioid STR") to support a coordinated response between medical, public health, and Substance Use Disorder (SUD) treatment systems; and

Whereas, pursuant to the Laws of Minnesota 2015, chapter 6, article 14, section 2, the Minnesota Legislature appropriated state funds in state fiscal year 2016 to address the opioid overdose epidemic by training and equipping first responders across Minnesota and directed the MDH to administer said funds deployed through Minnesota's eight emergency medical services regions; and

Whereas, the purpose of Minnesota's strategy is to reach people experiencing opioid use disorder with life-saving treatment resources quickly to reduce use of opioids and deaths from opioid overdose and to prevent opioid use disorder in Minnesota's most vulnerable communities; and

Whereas, the MDH has existing grant agreements with each of Minnesota's eight regional Emergency Medical Services (EMS) programs under which EMS programs use grant funds to purchase opiate antagonists; including Narcan or Naloxone, and train emergency medical services persons including law enforcement, fire and emergency medical staff to recognize and respond to drug overdose by administering the opiate antagonist; and

Whereas, under these grant agreements with the eight Regional EMS programs, MDH grant funds may be used to purchase opioid antagonists and to educate and train emergency medical services persons; including the purchase of requisite supplies and materials to conduct the training and education, as well as required salary and administrative support or indirect costs; and

Whereas, Minnesota Statutes Section 144.05, Subdivision 1(a) grants MDH the specific authority to conduct studies and investigations, including those for the purpose of reducing the morbidity or mortality from any cause or condition of health; collecting and analyzing public health data; identifying and describing health problems; and planning and coordinating programs and services affecting the

public's health; and

Whereas, Minnesota Statutes Section 144.05, Subdivision 1(b), authorizes MDH to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness and disease and the limitation of disabilities resulting therefrom; and

Whereas, under Minnesota Statutes Section 144.05, Subdivision 1(f), MDH is responsible to coordinate and integrate local, state, and federal programs and services affecting the public's health; and

Whereas, Minnesota Statutes Section 144.05, Subdivision 2(3), makes it part of MDH's statutory mission to coordinate MDH's activities, wherever appropriate, with the activities of other governmental agencies; and

Whereas, Minnesota Statutes Section 144.0742 authorizes MDH to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed public health services.

NOW, THEREFORE, it is agreed:

1. Duties:

1.1 MDH's Duties: MDH shall:

1.1(1). Provide Minnesota's eight regional EMS programs with funds to purchase opiate antagonists according to the following formula: Each EMS Regional Program will be funded according to the number of fatal and nonfatal cases of opioid overdose occurring in their EMS Region, annualized over the past five years, and according to the resident population of the EMS Region (annualized over the past five years), and based upon the anticipated need for the opioid antagonist in the EMS Region, as determined by MDH and approved by DHS. The results of the formula, including the total number of kits to be distributed to each Regional EMS program, shall be provided to and approved by DHS by October 1, 2017.

1.1(2). Continue to make it a deliverable under existing grant agreements, and continue to provide funding under those agreements, to EMS Regional Programs for the express purpose of educating and training emergency medical service providers and law enforcement officers in their service areas in the recognition, response and treatment of drug overdose.

1.1(3). Send a representative to two (2) annual all-providers meetings as scheduled by DHS.

1.1(4). MDH will participate in data collection processes to capture quantitative and qualitative data for project outcomes. Upon receipt of guidance from the federal funding source, DHS will finalize data collection with MDH and MDH will operationalize those data requirements per federal funding source guidance and pertinent law. DHS does not anticipate required disclosures by MDH to DHS of identifiable information.

1.1(5). Contingency Planning. Within 90 days of the execution of this Agreement, MDH and the EMS Regional Programs will develop a contingency plan. The contingency plan shall:

- (a) Undertake reasonable efforts to provide sufficient quantities of naloxone to emergency medical services persons as required by this Agreement.
- (b) Outline procedures for the activation of the contingency plan upon the declaration of a national security or peacetime emergency by the Governor pursuant to Minnesota Statutes Section 12.31;
- (c) Identify an individual as its Emergency Preparedness Response Coordinator (EPRC) to serve as the MDH contact with regard to emergency preparedness and response issues, and provide updates as required to all Minnesota state agencies involved in the response to the declared emergency;
- (d) Provide information regarding the roles, command structure, decision making processes, and emergency action procedures that will be implemented by MDH and the Regional EMS Programs upon the Governor's emergency declaration;
- (e) Provide alternative operating plans for the distribution of naloxone to emergency medical services persons during the effective period of the emergency declaration;
- (f) Procedures for demobilization and return to normal operations; and
- (g) All contingency and operational plans shall be available for inspection by DHS, upon request.

1.2. DHS's DUTIES:

DHS shall provide funding as detailed below.

2. CONSIDERATION AND TERMS OF PAYMENT

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

Up to a total of three hundred thousand dollars (\$300,000.00) for the period of July 1, 2017 to April 30, 2019, based on the actual cost of services as described in Appendix A which is attached to and incorporated into this Agreement.

2.2 Terms of Payment. Payment shall be made by DHS within 30 days after MDH has presented invoices for services performed by MDH pursuant to this Agreement.

3. Conditions of Payment. All services provided by MDH 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 July 1, 2017, 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 April 30, 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 either MDH or DHS at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, MDH 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 Richard Moldenhauer (651-431-2474) or successor. MDH's authorized representative for the purposes of administration of this Agreement is Mark Kinde (651-201-5447) or 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 MDH 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. 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 liability of both parties is governed by the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable law.

10. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that DHS will not disclose or provide information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to MDH pursuant to this Agreement. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification pursuant to Minnesota Statutes Section 13.02, Subdivision 8a.
- B. MDH will not create, receive, maintain, or transmit "protected health information," as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, MDH is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, MDH is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If MDH has responsibilities to comply with the Minnesota Government Data Practices Act or HIPAA for reasons other than this Agreement, MDH will be responsible for its own compliance.

- C. Both MDH and DHS must comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it pertains to all data collected, created, maintained, or disseminated pursuant to this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of data by either MDH or DHS.

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: A. Big Bear

Date: 7-6-17

SWIFT Contract No: 125587

SWIFT PO #: 3000052682

2. PROVIDING AGENCY

By: Dun Udeen
Accounting Supervisor Principal

Title: _____
Date: 7/25/17 (7/25/17)

3. REQUESTING AGENCY

By: Bin Tuban

With delegated authority

Title: Deputy Director

Date: 8/16/17

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

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

Appendix A

Grant Year (Dates): From: July 1, 2017 To: June 30, 2018				
<u>CATEGORY</u> (A)	<u>TOTAL BUDGET</u> (B)	<u>OTHER SOURCES</u> (C)	<u>IN-KIND CONTRIBUTIONS</u> (D)	<u>REQUESTED FROM ADAD</u> (E)
Contracted Services	\$	\$	\$	\$ 144,215.00
TOTAL DIRECT COSTS	\$	\$	\$	\$ 144,215.00
21. Indirect Cost (at 23.14% of first \$25,000)	\$	\$	\$	\$ 5,785.00
TOTAL DHS REQUEST, Year 1				\$ 150,000.00

Grant Year (Dates): From: July 1, 2018 To: April 30, 2019				
<u>CATEGORY</u> (A)	<u>TOTAL BUDGET</u> (B)	<u>OTHER SOURCES</u> (C)	<u>IN-KIND CONTRIBUTIONS</u> (D)	<u>REQUESTED FROM ADAD</u> (E)
Contracted Services	\$	\$	\$	\$ 144,215.00
TOTAL DIRECT COSTS	\$	\$	\$	\$ 144,215.00
21. Indirect Cost (at 23.14% of first \$25,000)	\$	\$	\$	\$ 5,785.00
TOTAL DHS REQUEST, Year 2				\$ 150,000.00

RECEIVED

SEP 14 2017

Nursing Facility Rates
And Policy Division

RECEIVED

AUG 24 2017

FINANCIAL
MANAGEMENT

STATE OF MINNESOTA
INTERAGENCY AGREEMENT
BETWEEN THE DEPARTMENTS OF
HUMAN SERVICES (DHS) AND HEALTH (MDH)

Recitals

WHEREAS, the Minnesota Department of Human Services (hereinafter referred to as "DHS") and the Minnesota Department of Health (hereinafter referred to as "MDH") are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10; and

WHEREAS, DHS is the state agency responsible to help people meet their basic needs by providing or administering health care coverage for Minnesotans. DHS is also the single state agency responsible for administering and monitoring the state plan for Medical Assistance (hereinafter referred to as "MA") pursuant to 42 United States Code (U.S.C.), sec. 1396a; and

WHEREAS, DHS is the state agency responsible under 42 U.S.C., sec. 1396a for ensuring that only qualified individuals can access MA and under 42 C.F.R. that federal financial participation be provided only to eligible long-term care facilities; and

WHEREAS, the relationship standards, including data sharing, of this agreement between DHS and MDH are defined in 42 C.F.R. section 431.610; and

WHEREAS, MDH is the state's official health agency responsible for the development and maintenance of an organized system of programs and services for protecting, maintaining, and improving the health of the citizens of Minnesota. MDH is also designated as the State Survey agency:

- under section 1902(a)(33) of the Social Security Act (hereinafter referred to as the "Act"), responsible for determining whether facilities meet the requirements for participation in MA as nursing facilities (hereinafter referred to as "NFs"), Intermediate Care Facilities for Individuals with Intellectual Disabilities (hereinafter referred to as "ICFs/IID"), Home Health Agencies (hereinafter referred to as "HHAs"), Psychiatric Residential Treatment Facilities (hereinafter referred to as "PRTFs"), and nursing facility/institutions for mental diseases (hereinafter referred to as "NF/IMDs");
- under the Code of Federal Regulations, 42 C.F.R., sections 431.610, 483.350-376 and 483.410-480 and 42 C.F.R. part 484, to implement and enforce these sections pertaining to compliance and complaint investigations of residential facilities that are certified by MDH as NFs, PRTFs, ICFs/IID, or HHAs;
- pursuant to Code of Federal Regulations, 42 C.F.R., sections 483.150-156 regarding nursing assistant training and competency evaluations and the establishment of a nursing assistant registry; and

WHEREAS, DHS and MDH have mutual and individual responsibilities relating to the **survey, licensure, certification, complaint investigations and enforcement of regulations** pertaining

to Minnesota's residential care facilities, home health agencies, nursing assistant training and competency evaluation programs and maintenance of the nursing assistant registry; and

WHEREAS, the United States Department of Health and Human Services (hereinafter referred to as "HHS") has issued regulations concerning the survey and certification of NFs, ICFs/IID, HHAs, PRTFs and NF/IMDs, as required by Title XIX of the Act which imposes duties and responsibilities upon DHS and MDH. In order to fulfill these duties and responsibilities, DHS and MDH must delineate functions to be performed and the responsibilities of each agency with respect to the survey, certification and enforcement process for NFs, ICFs/IID, HHAs, PRTFs, and NF/IMDs participating in the Minnesota MA program; and

WHEREAS, MDH is responsible to conduct complaint investigations of all providers covered under this Agreement, in accordance with 42 C.F.R. § 483.410 through § 483.480 and Chapter 5 of the State Operations Manual (SOM).

WHEREAS, MDH is authorized by HHS to carry out the provisions of section 1864 of the Social Security Act, Title XVIII, which authorizes MDH to carry out the functions related to the survey and certification of providers; and

WHEREAS, the intent of this Agreement is to achieve the goals of these programs and to comply with relevant state and federal regulations by delineating the functions to be performed and the responsibilities of DHS and MDH.

NOW, THEREFORE, it is agreed:

Agreement

I. MDH'S DUTIES:

MDH shall:

A. Share with the DHS contract manager all communications from the Center for Medicare & Medicaid Services (hereinafter referred to as "CMS") that represent a change in policy or procedure with regards to the performance of contracted duties. MDH shall provide to DHS: copies of any written notices, letters or other documents received from CMS/HHS regarding these changes or with regards to state agency performance of duties and CMS State Agency performance results. For purposes of this agreement, MDH's compliance with notification requirements shall be met if notice is provided to the designated contract manager.

B. Conduct surveys, licensure, certification, and complaint investigations in accordance with federal requirements for NFs, ICFs/IID, HHAs, PRTFs, and NF/IMDs to determine provider eligibility for participation in the MA program. The requirements specified in 42 C.F.R. §§ 431.610(f) and (g) and the survey and certification and enforcement regulations specified in 42 C.F.R. §§ 488.300-488.456 shall be complied with as part of the survey and compliance process. The implementation of these regulations shall be consistent with the MA State Plan.

C. Impose sanctions as specified under federal law for facilities that do not meet the requirements of participation in the MA program. For those facilities where sanctions for non-

compliance with MA requirements such as; termination, state monitoring, denial of payment, or the imposition of monetary penalties have been recommended or imposed, MDH shall concurrently notify the DHS contract manager and the facility of any sanctions imposed. MDH shall notify the DHS contract manager within two (2) business days, in cases where a facility has been notified of an immediate jeopardy.

D. Routinely provide to DHS, information obtained in any MDH review and/or survey of a NF, ICFs/IID, HHAs, PRTFs, or NF/IMD relative to noncompliance with the applicable rules, federal regulations or procedures.

E. Be responsible for collecting and providing to DHS data, reports and information related to: survey, certification and compliance, nursing assistant training and competency evaluation, the nursing assistant registry, and/or other activities covered under this agreement, as may be deemed useful and necessary by DHS. Data shall be provided in formats and according to schedules mutually agreed upon by DHS and MDH.

F. Provide to DHS, within available resources, policy consultation and/or support on issues related to the duties and provisions outlined in this agreement.

G. Be responsible for conducting periodic educational programs, within available resources, for the staff, residents (or their representatives), and representative provider organizations, to present current regulations, procedures and policies related to the survey, certification and enforcement process.

H. As a condition of this agreement, implement action plans included in the annual survey and certification quality improvement report required under Minnesota Statutes, section 144A.10, subdivision 17. MDH will notify the DHS contract manager when the annual report has been published on the MDH website.

I. Maintain records of all information and reports used in determining whether facilities meet federal requirements of participation. MDH shall retain information in accordance with federal and state records retention schedules.

J. MDH shall provide DHS provider enrollment area summary information concerning certification of new providers, provider terminations and changes in facility bed count or ownership.

K. Designate state-approved nursing assistant competency evaluation programs for individuals seeking employment in certified nursing facilities. MDH may contract with outside vendors for a statewide program to administer the state-approved competency evaluation program. MDH shall obtain the review of the DHS Contract Manager of any preliminary agreement with an outside vendor prior to the final execution of the contract. MDH or its contractor shall review and re-approve nursing assistant training and competency evaluation programs at a frequency and using a methodology consistent with federal regulations. MDH shall establish procedures for and maintain the security of the state-approved competency evaluation program.

L. Maintain a registry of individuals who have satisfactorily completed an approved nursing

assistant competency evaluation program or an approved nursing assistant training and competency evaluation program, in accordance with federal regulations.

M. The MDH Health Regulation Division, Office of Health Facility Complaints shall conduct timely investigations of complaints regarding nursing facility resident abuse, neglect or misappropriation of resident property by a nursing assistant or any other individual providing services in a nursing facility, in accordance with 42 C.F.R. § 488.335. MDH shall report each confirmed case of resident abuse, neglect or misappropriation of resident property by a nursing assistant to the Minnesota Nursing Assistant Registry or any other appropriate licensing authority, board or other authorities within ten (10) days of substantiation of the incident.

II. DHS'S DUTIES:

DHS shall:

- A. Monitor the timeliness of physician certification in NFs, ICFs/IID, NF/IMDs, and of physician re-certification plans in ICFs/IID.
- B. Issue MA provider agreements to NFs, ICFs/IID, and NF/IMDs certified by MDH.
- C. Routinely provide to MDH information obtained by any DHS audit process of a NF, ICFs/IID, or NF/IMD relative to noncompliance with licensing and/or certification requirements.
- D. Maintain a separate dedicated account for the collection and disbursement of civil monetary penalty (CMP) funds. DHS shall ensure that these funds are not commingled with other department or state administrative or general funding and that the fund administration and fund uses adhere to all federal requirements under 42 C.F.R. § 488 and Section 6111 of the Patient Protection and Affordable Care Act. DHS shall ensure that all projects are approved by CMS. DHS, as the administrator of said funds and account, is authorized to transfer funds as needed to MDH, other state agencies and other entities to cover costs associated with approved projects and is also authorized to execute contracts for approved projects and services. DHS is responsible to pay for approved projects in a timely manner utilizing these funds. DHS is responsible to report on the use of said funds to CMS and any other federal entity requesting information on the use of these funds.

III. JOINT AGENCY'S DUTIES:

- A. MDH and DHS shall both, upon receipt of a complaint involving a facility that is certified as an ICFs/IID facility, forward copies of the complaint to the other agency within one (1) business day of receipt of the complaint. MDH and DHS agree that if both agencies are investigating the same complaint, investigative efforts, including site visits, will be coordinated to the extent possible and that at the conclusion of any such investigation, each agency shall forward to the other agency a copy of its findings, conclusions, determinations, and actions.
- B. The Joint CMP Committee, with DHS as the lead agency and operating in a manner consistent with CMS guidelines; consisting of representatives from DHS, MDH, the Office of Ombudsmen for Long-Term Care, and industry and public representatives as appointed by the Commissioner of MDH, shall make recommendations to CMS related to the implementation and

use of the CMP funds.

IV. CONSIDERATION AND TERMS OF PAYMENT:

A. DHS will act as fiscal intermediary between MDH and CMS. MDH will provide CMS with estimates of the costs of work under this Agreement. DHS will draw federal fiscal matching funds based on the invoices submitted by MDH and approved for payment by the DHS Contract Manager. This agreement does not establish a limit on federal fiscal matching funds that can be drawn. However, as per U.S. Treasury Department Circular No. 1075, the quarterly draw of matching funds shall not exceed the total quarterly Medicaid Survey and Certification grant award from CMS plus any remaining unspent grant award monies from the previous quarters, if applicable. DHS will promptly notify MDH of any substantial changes to the available funding that could affect the reimbursement under this contract.

B. **Quarterly Estimates.** MDH shall submit to CMS estimates for anticipated costs (federal share) for all survey, certification and other activities performed under this agreement. MDH shall submit these estimates to CMS on a timely basis.

C. **Monthly Invoices.** MDH shall submit to DHS monthly invoices requesting the anticipated or actual federal share needed for only that month's expenditures for the activities performed under this agreement.

D. **Monthly Payments.** DHS will submit monthly payments to MDH based on these invoices within ten (10) days of receipt, up to the amount available as awarded by the federal awarding agencies. DHS will not pay partial invoices. If MDH invoices exceed the amount of the federal grant award and payment is required by MDH, MDH may cancel the existing invoice and re-invoice at the lower available amount. In the absence of a reissued invoice, DHS will withhold payment of the entire invoice until the funds are made available from CMS.

E. **Non-Federal Share.** MDH shall provide the non-federal share of all expenditures for which federal revenue is claimed. In addition, MDH shall ensure that all non-federal matching funds shall be from sources other than federal funds or funds used to match other federal funds.

F. **Expenditure Reports and Reconciliation of Expenditures.** MDH is responsible to prepare and submit to CMS, all required accrual based quarterly expenditures, revised expenditures, and final reconciliation reports. These reports shall include all costs attributable to MDH in order to carry out the functions of this agreement, but shall exclude the costs of licensing activities. The reports shall be prepared in compliance with all applicable federal regulations and requirements including: Title XIX of the Social Security Act, Code of Federal Regulations Titles 42 and 45, 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, budget and accounting standards adopted by the State, and applicable provisions contained within the State Medicaid manual, to ensure that costs claimed for federal reimbursement shall be accurate and reflect actual costs incurred only for the services provided under this agreement. These expenditure reports shall identify expenditures eligible at both the fifty percent (50%) and seventy-five percent (75%) rates of federal financial participation and shall be submitted to CMS in a timely manner. If invoices are not sent for both the 50% and 75% rate, MDH will send a

detailed justification for invoicing the charges at only one rate. DHS is not obligated to process the payments until a satisfactory explanation from MDH is received and reviewed by the DHS Contract Manager. MDH is responsible to maintain the documentation for these reports. MDH shall furnish or make available information on any accounts, expenditures or reports as requested by the DHS contract manager or any other entity acting on behalf of DHS, for the purposes of auditing and review.

G. **Notice of Expenditures.** If requested by DHS, MDH shall prepare and submit to the DHS contract manager a notice of actual or estimated federal and state expenditures for both the federal and state fiscal years for the survey, certification and other activities performed under this agreement.

H. **Revised Expenditures.** DHS will make additional payments to MDH based on MDH's invoices, if necessary and to the extent federal awards are available, based on either the reconciliation or revised expenditure reports that MDH submits to CMS. If overpayments have been made for the prior operating year, based on the final reconciliation conducted by MDH, MDH shall refund the overpayment to DHS within five (5) business days from the date the accounting codes are provided by DHS to MDH. MDH will submit a separate annual settlement invoice for the final state or federal fiscal year, to be approved for payment by the DHS Contract Manager. MDH should not invoice current year expenditures until the previous state (or federal) fiscal year settlement invoice has been received by DHS.

I. **CMP Projects.** DHS, as the Medicaid Agency under authority of 42 C.F.R. § 488 and Minnesota Statutes, section 471.59, is authorized to transfer funds to MDH or other State agencies, for approved CMP projects where MDH or another State agency is the lead agency or the entity incurring project costs. Upon project completion, the agency incurring project costs shall submit to DHS all required proof of expenditures and required documentation. Upon project completion, any other State agency incurring project costs shall transfer any unspent monies back to the DHS CMP fund account.

J. **Payment upon Termination of Agreement.** If this agreement is terminated, any funds paid to MDH under this agreement that have not been expended in accordance with the provisions of this agreement before the due date of termination, and any property purchased with funds paid to MDH under provisions of this agreement, shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such property and funds.

V. **CONDITIONS OF PAYMENT:**

All services provided by MDH pursuant to this agreement shall be performed to the satisfaction of DHS, as determined at the sole discretion of DHS's Contract Manager.

VI. **TERMS OF AGREEMENT:**

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

VII. CANCELLATION:

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

VIII. AUTHORIZED REPRESENTATIVES:

A. **Authorized Representatives:** DHS's authorized representative for the purposes of administration of this agreement is Valerie Cooke, Director of the Nursing Facility Rates and Policy (NFRP) Division or his successor. MDH's authorized representative for the purposes of administration of this agreement is Nancy Omondi, Director of the Health Regulation Division or her successor.

B. **Contract Managers:** MDH hereby designates **Martha Burton Santibanez**, Assistant Director of the Health Regulation Division or her successor/s in office, as MDH Contract Manager for the responsibility of administering this interagency agreement and monitoring compliance with provisions contained herein. DHS hereby designates **Munna Yasiri**, Compliance Director for the Nursing Facility Rates and Policy (NFRP) Division or her successor/s in office, as DHS Contract Manager for the responsibility of administering this interagency agreement, monitoring compliance with provisions contained herein, for the administration of the CMP fund and committee, as liaison to CMS, and for compliance with applicable regulations. These Contract Managers and/or their designees and successors in office shall schedule and hold meetings on a semi-annual basis to discuss the activities covered by this agreement. Each Contract Manager 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.

IX. ASSIGNMENT:

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

X. 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.

XI. LIABILITY:

The parties 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. Each party's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

XII. INFORMATION PRIVACY PROTECTION:

MDH and DHS agree that each is independently responsible for complying with the Data Practices Act, Minnesota Statutes Chapter 13, and that each party will be responsible for its own acts and those of its employees and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or its employees, or the results thereof.

It is expressly agreed that the MDH will not be handling private or confidential data on individuals, or nonpublic data not on individuals that is collected by DHS and is therefore not a member of or included within the "welfare system" for purposes of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13, and in particular §13.46) as a result of this Agreement.

It is expressly agreed that MDH will not be handling "protected health information" that is collected by DHS (information that identifies an individual as having applied for, being or having been eligible for, or receiving or having received health care services, as set forth in 45 CFR §160.102). MDH is not a "business associate" of DHS, as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR §160.103. Therefore, MDH is not required to comply with the privacy provisions of HIPAA as a result of or for purposes of performing under this Agreement. If MDH has responsibilities to comply with HIPAA for reasons other than this Agreement, MDH will be responsible for its own compliance.

XIII. TITLE XIX:

This agreement shall be read in a manner consistent with Title XIX of the Social Security Act and with Minnesota Statutes, Chapters 256B, 144 and 144A, and the regulations and rules promulgated thereunder, and with other policy and directives issued by HHS.

XIV. OTHER PROVISIONS:

None.

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

1. STATE ENCUMBRANCE VERIFICATION

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

By: 

Date: 10-1-17

SWIFT Contract No: 130558

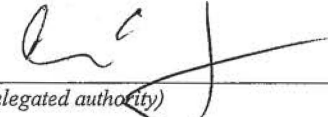
2. MDH

By: 
(with delegated authority)

Title Amy Yolanda Castillo, Grants & Contrs. Coord.
Financial Management

Date: 8/25/17

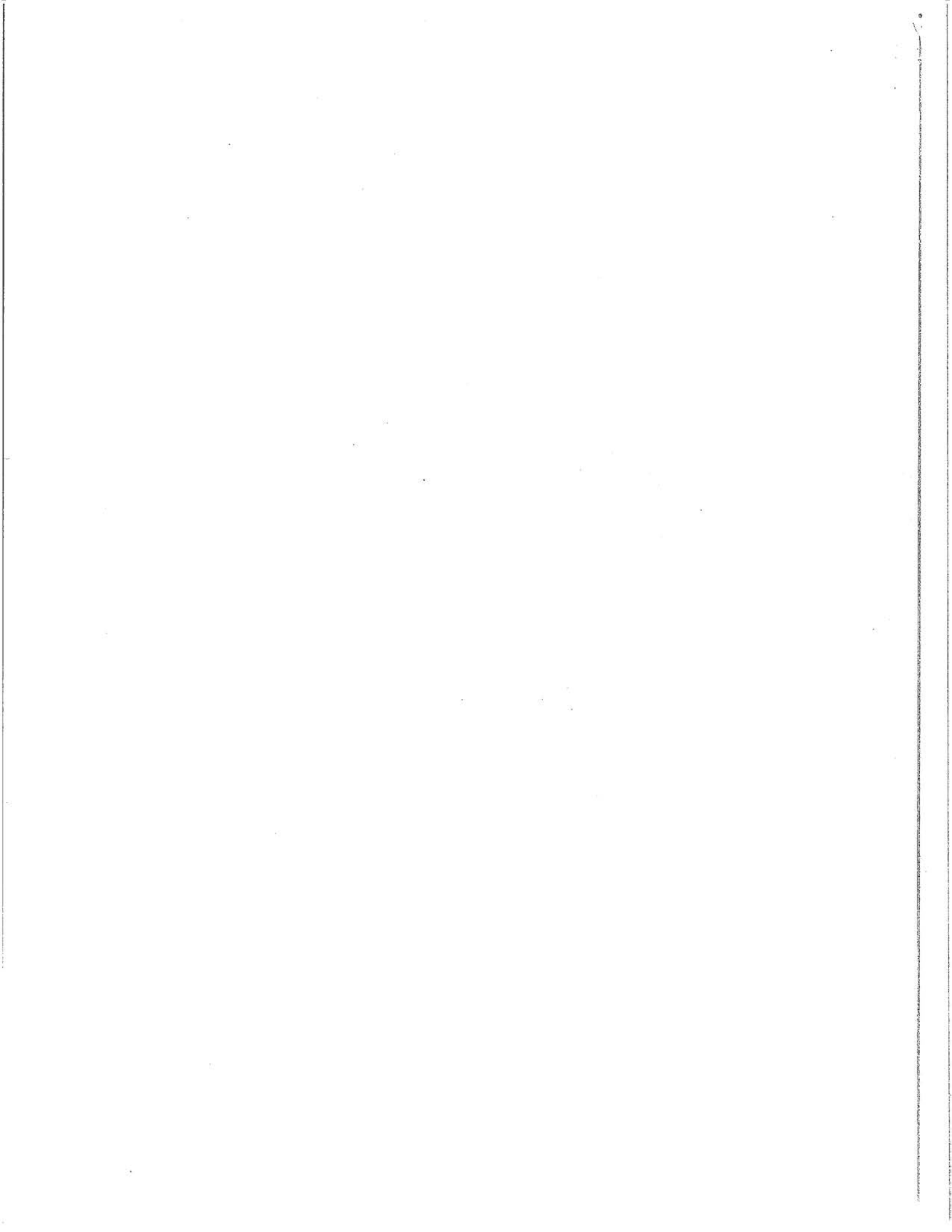
3. DHS

By: 
(with delegated authority)

Title: Deputy Commissioner

Date: 10/17/17

Distribution:
DHS
MDH
DHS - Contracts Section



MINNESOTA DEPARTMENT OF HUMAN SERVICES – MINNESOTA
DEPARTMENT OF HEALTH INTERAGENCY AGREEMENT

Recitals:

WHEREAS, the Minnesota Department of Human Services (DHS) and the Minnesota Department of Health (MDH) are empowered to enter into interagency agreements pursuant to Minnesota Statutes section 471.59, subdivision 10;

WHEREAS, Minnesota Statutes section 256J.02, subdivision 1, authorizes DHS, through its Economic Assistance and Employment Supports Division to receive, administer and expend funds available under the Temporary Assistance to Needy Families (TANF) block grant authorized under Title I of Public Law 104-193 (the Personal Responsibility and Work Opportunity Reconciliation Act of 1996) and under Public Law 109-171 (the Deficit Reduction Act of 2015);

WHEREAS, Minnesota Statutes section 256J.02, subdivision 2(10) allows for the use of, and makes TANF block grant funds available to MDH;

WHEREAS, the 2017 Minnesota Legislature (Laws of Minnesota 2017, 1st Spec. Sess., chapter 6, article 18, section 3) approved TANF appropriation to MDH for purposes of family planning grants under Minnesota Statutes section 145.925; and

WHEREAS, Minnesota Statutes section 256J.02, subdivision 6, sets expectation of TANF funds appropriated to other entities and requires DHS to coordinate with MDH to ensure that expenditures from the TANF block grant are expended in accordance with the requirements and limitations of part A of Title IV of the Social Security Act, as amended, and any other applicable federal requirement or limitation; and in compliance with the requirements and limitations of federal law and any reporting requirements of federal law are met.

NOW, THEREFORE, it is agreed:

1. Duties:

1.1 MDH Duties:

MDH shall:

- A. Use federal TANF funds received under this Agreement in the following manner:
 - 1. Each fiscal year, MDH shall receive and distribute one million, one hundred fifty six-thousand dollars (\$1,156,000.00) for family planning grants. MDH shall distribute funds in accordance with Minnesota Statutes section 145.925.
 - 2. Provide family planning grants to eligible organizations pursuant to Minnesota Statutes section 145.925.

3. Ensure that family planning grantees are using funds pursuant to Minnesota Statutes, section 145.925.
- B. Respond timely to all federal reporting and billing requirements.
 - C. Ensure that grantees collect and retain information necessary to meet federal and state audit requirements and to implement any changes or updates made to the federal TANF reporting requirements or use of federal TANF funds as notified by DHS.
 - D. Within ninety (90) days of the execution of this Agreement, collaborate and meet with DHS to establish formal grant monitoring policies and procedures that are consistent with all current and future grant oversight policies promulgated by the Office of Grants Management of the Minnesota Department of Administration ("OGM") to be performed by MDH regarding TANF spending monitoring and TANF eligibility reviews of TANF grantees. OGM's applicable policies and procedures will be incorporated into and made part of this Agreement as an amendment through the amendment process outlined in Section 8 of this Agreement.
 - E. Meet annually, or as requested, with the DHS Authorized Representative or her designee. DHS will determine the meeting format and content that best meet DHS's needs in informing MDH activities, numbers served, and grant outcomes.

1.2. DHS DUTIES:

DHS shall:

- A. Inform MDH's Authorized Representative in writing if there are any updates or changes to federal TANF reporting requirements or updates or changes to the use of federal TANF funds as they are announced and published by federal and state authorities.
- B. Meet and work with MDH to establish and implement formal grant monitoring policies and procedures, as set forth in section 1.1(D) of this Agreement.
- C. Meet with MDH at least once per year, as set forth in section 1.1(E) of this Agreement.

2. CONSIDERATION AND TERMS OF PAYMENT

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

- A. The total obligation of DHS for all compensation and reimbursement to MDH for all services performed by MDH under this Agreement commencing as of the effective date of this Agreement will not exceed two million, three hundred twelve thousand dollars (\$2,312,000.00).
- B. MDH will submit, at a minimum, quarterly invoices pursuant to sub-section 2.2 of this Agreement for the amount of expenditures to be paid under this Agreement. Each invoice must itemize the expenditures for program and administrative costs, and by federal purpose(s) for which it was used.
- C. Any unexpended balance of the TANF funds appropriated for family planning grants in the first year

of this Agreement (state fiscal year 2018) does not cancel but is available under the Agreement for the second year (state fiscal year 2019). Unexpended funds remaining at the end of state fiscal year 2019 will cancel unless appropriating or statutory language permits otherwise.

2.2 Terms of Payment. Payment shall be made by DHS within thirty (30) days after MDH presents invoices for services performed.

A. MDH must submit invoices according to the following schedule:

<u>Service Period</u>	<u>Due Date</u>
January – March	April 30
April – June	July 30
July – September	October 30
October – December	January 30

B. MDH will submit its invoices in a timely fashion. MDH will inform DHS if there are any delays that could affect MDH's submission of the quarterly ACF-196R TANF Expenditure Report, which is due forty-five (45) days after each quarter ends.

C. In order to guarantee payment from the correct fiscal year, MDH must submit final invoices to DHS for each state fiscal year no later than August 10. If DHS receives invoices after August 10, it will pay them depending on availability of funds.

3. Conditions of Payment. All services provided by MDH pursuant to this Agreement shall be performed to the satisfaction of DHS, as determined in the sole discretion of its Authorized Representative.

4. Terms of Agreement. This Agreement shall be effective on July 1, 2017, 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 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 July 1, 2017 for services and deliverables performed on or after July 1, 2017 by MDH under this Agreement.

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

6. Authorized Representatives.

The DHS Authorized Representative for the purposes of administration of this Agreement is Jovon Perry, jovon.perry@state.mn.us, Economic Assistance and Employment Supports Director, or her successor.

The MDH Authorized Representative for the purposes of administration of this Agreement is Janet Olstad, janet.olstad@state.mn.us, Assistant Division Director Community and Family Health, or her successor.

Each Authorized 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 party 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. 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 liability of each party shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable laws.

10. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that DHS will not be disclosing or providing MDH information classified as "not public data" on individuals under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act"), under this Agreement. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minnesota Statutes section 13.02, subdivision 8a.
- B. It is expressly agreed that MDH will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, MDH is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, MDH is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If MDH has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, MDH will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, both parties must comply with the Data Practices Act. Any data created, collected, received, stored, used, maintained or disseminated by either party in performing duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act by either party.

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

APPROVED:

1. Minnesota Department of Human Services: Encumbrance Verification

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

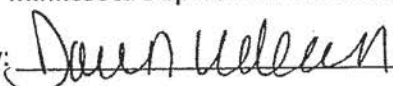
By: 

Date: 8-3-17

SWIFT Contract No: IAK 129724

SWIFT PO #: 3-55529

2. Minnesota Department of Health

By: 

With delegated authority
Accounting Supervisor Principal

Title: _____

Date: 8/17/17

3. Minnesota Department of Human Services

By: 

With delegated authority

Title: EAESD DIRECTOR

Date: 8/28/2017

MINNESOTA DEPARTMENT OF HUMAN SERVICES – MINNESOTA
DEPARTMENT OF HEALTH INTERAGENCY AGREEMENT

Recitals:

WHEREAS, the Minnesota Department of Human Services (DHS) and the Minnesota Department of Health (MDH) are empowered to enter into interagency agreements pursuant to Minnesota Statutes section 471.59, subdivision 10;

WHEREAS, Minnesota Statutes section 256J.02, subdivision 1, authorizes DHS, through its Economic Assistance and Employment Supports Division, to receive, administer and expend funds available under the Temporary Assistance to Needy Families (TANF) block grant authorized under Title I of Public Law 104-193 (the Personal Responsibility and Work Opportunity Reconciliation Act of 1996) and under Public Law 109-171 (the Deficit Reduction Act of 2015);

WHEREAS, the 2017 Minnesota legislature (Laws of Minnesota 2017, 1st Spec. Sess., chapter 6, article 18, section 3) approved a TANF appropriation to MDH for purposes of family home visiting, nutrition services, ongoing evaluation, training, and technical assistance under Minnesota Statutes section 145A.17;

WHEREAS, Minnesota Statutes 256J.02, subdivision 2(10) allows for the use of, and makes TANF block grant funds available to MDH; and

WHEREAS, Minnesota Statutes 256J.02, subdivision 6 sets expectation of TANF funds appropriated to other entities and requires DHS to coordinate with MDH to ensure that expenditures from the TANF block grant are expended in accordance with the requirements and limitations of part A of Title IV of the Social Security Act, as amended, and any other applicable federal requirement or limitation; and in compliance with the requirements and limitations of federal law and any reporting requirements of federal law are met.

NOW, THEREFORE, it is agreed:

1. Duties:

1.1 MDH Duties:

MDH shall:

A. Use federal TANF funds received under this Agreement in the following manner:

1. Each fiscal year, MDH shall distribute six million, nine hundred seventy-nine thousand dollars (\$6,979,000.00) to Community Health Boards for use in the family home visiting program and for nutritional services. MDH shall distribute funds according in accordance with Minnesota Statutes section 145A.131, subdivision 1.

2. Each fiscal year, MDH shall distribute eight hundred forty-eight thousand and three hundred

dollars (\$848,300.00) to Tribal governments for the family home visiting program. MDH shall distribute funds in accordance with Minnesota Statutes, section 145A.14, subdivision 2a.

3. Up to seven hundred and twenty-nine thousand and seven hundred dollars (\$729,700.00) each fiscal year is available for MDH to conduct on-going evaluations (required by Minnesota Statutes section 145A.17, subdivision 7) and training and technical assistance (required by Minnesota Statutes section 145A.17, subdivisions 4 and 5).
- B. Ensure that all TANF eligibility requirements for reimbursement are met, as required by 45 C.F.R., Parts 260 through 265 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and under Public Law 109-171, the Deficit Reduction Act of 2005 (DRA).
 - C. Ensure that funds will be used only for the second or third purposes of TANF: Purpose 2 (self-sufficiency), which includes Women, Infants, Children (WIC) services; and Purpose 3 (preventing out-of-wedlock births).
 - D. Ensure that funds used to meet the second purpose of TANF (self-sufficiency) meet all the following requirements:
 1. Family income is at or below 200 percent of the Federal Poverty Guidelines.
 2. The family includes a pregnant woman; or a caregiver and at least one minor child up to the age of 18 years old; or a caregiver and at least one child under the age of 19 if the child is a full time student in a secondary school or pursuing a full-time secondary level course of vocational or technical training designed to train students for gainful employment.
 3. All members of the household are U.S. citizens or eligible non-citizens as defined under PRWORA, Public Law 109-171 and the DRA.
 - E. Ensure that all grantees collect and retain information necessary to meet federal and state audit requirements and implement any changes or updates made to federal TANF reporting requirements or use of federal TANF funds as notified by DHS.
 - F. Respond promptly to all federal reporting and billing requirements.
 - G. Collaborate with DHS on any legislative activity being considered or proposed that would change the funding formula, including carryover or reallocation authority for the family home visiting program.
 - H. Provide a copy of the legislative report, due January 15 of each even-numbered year, discussing the results of the evaluation required by Minnesota Statutes, section 145A.17, subdivision 8.
 - I. Meet and collaborate with DHS to create an annual report on the number of individuals served under this Agreement and create a data collection method designed to explore ways to share early findings, to the extent authorized by law, regarding the potential intersections of shared outcomes. The above referenced report and data collection method will be incorporated into and made part of this Agreement as an amendment through the amendment process outlined in Section 8 of this Agreement.

- J. Within ninety (90) days of the execution of this Agreement, collaborate and meet with DHS to establish formal grant monitoring policies and procedures that are consistent with all current and future grant oversight policies promulgated by the Office of Grants Management of the Minnesota Department of Administration ("OGM") to be performed by MDH regarding TANF spending monitoring and TANF eligibility reviews of TANF grantees. OGM's applicable policies and procedures will be incorporated into and made part of this Agreement as an amendment through the amendment process outlined in Section 8 of this Agreement.
- K. Meet at least every six months with the DHS Authorized Representative or her designee. DHS will determine the meeting format and content that best meet DHS's needs, with a view to determining MDH's activities, numbers served, grant outcomes, and lessons learned via the evaluation conducted pursuant to section 1.1(I) of this Agreement.

1.2. DHS DUTIES:

DHS shall:

- A. Inform MDH's Authorized Representative in writing of updates or changes to federal TANF report requirements and updates or changes to the use of federal TANF funds as they are promulgated by federal and state authorities.
- B. Pursuant to section 1.1(I) of this Agreement, meet and collaborate with MDH to create an annual report on the number of individuals served pursuant to the programs funded through this Agreement, and create a data collection method designed to explore ways to share early findings regarding the potential intersections of shared outcomes to the extent authorized by law.
- C. . The above referenced report and data collection method will be incorporated into and made part of this Agreement as an amendment through the amendment process outlined in Section 8 of this Agreement.
- D. Meet and collaborate with MDH to establish grant monitoring policies and procedures as required by section 1.1(J) of this Agreement.
- E. Meet with MDH's Authorized Representative or her designee at least once every six months. DHS will determine the meeting format and content that best meet DHS's needs, with a view to determining MDH's activities, numbers served, grant outcomes, and lessons learned via the evaluation conducted pursuant to section 1.1(I) of this Agreement.

2. CONSIDERATION AND TERMS OF PAYMENT

2.1 Consideration. DHS shall pay consideration for all services performed by MDH pursuant to this Agreement as follows:

- A. The total obligation of DHS for all compensation and reimbursement to MDH for all services performed by MDH under this Agreement commencing as of the effective date of this Agreement will not exceed seventeen million, one hundred fourteen thousand dollars (\$17,114,000.00).

- B. MDH will submit, at a minimum, quarterly invoices pursuant to sub-section 2.2 of this Agreement for the amount of expenditures to be paid under this Agreement. Each invoice must itemize the expenditures for program and administrative costs, and indicate the federal purpose(s) for which it was used.
- C. Any unexpended balance of the TANF funds appropriated for family home visiting grants in the first year of this Agreement (state fiscal year 2018) does not cancel but is available under the Agreement for the second year (state fiscal year 2019). Unexpended funds remaining at the end of state fiscal year 2019 will cancel unless appropriating or statutory language permits otherwise.

2.2 Terms of Payment. DHS shall make payment to MDH within thirty (30) days after MDH presents invoices for services performed.

- A. MDH must submit invoices according to the following schedule:

<u>Service Period</u>	<u>Due Date</u>
January – March	April 30
April – June	July 30
July – September	October 30
October – December	January 30

- B. MDH will submit its invoices in a timely fashion. MDH will inform DHS if there are any delays that could affect MDH’s submission of the quarterly ACF-196R TANF Expenditure Report, which is due forty-five (45) days after each quarter ends.
- C. In order to guarantee payment from the correct fiscal year, MDH must submit final invoices to DHS for each state fiscal year no later than August 10. If DHS receives invoices after August 10, it will pay them depending on availability of funds.

3. Conditions of Payment. All services provided by MDH pursuant to this Agreement shall be performed to the satisfaction of DHS, as determined in the sole discretion of its Authorized Representative.

4. Terms of Agreement. This Agreement shall be effective on July 1, 2017, 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 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 July 1, 2017 for services and deliverables performed on or after July 1, 2017 by MDH under this Agreement.

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

6. Authorized Representatives.

Minnesota Department of Health Home Visiting
 July 1, 2017 through June 30, 2019

The DHS Authorized Representative for the purposes of administration of this Agreement is Jovon Perry, jovon.perry@state.mn.us, Economic Assistance and Employment Supports Director, or her successor.

The MDH Authorized Representative for the purposes of administration of this Agreement is Janet Olstad, janet.olstad@state.mn.us, Assistant Division Director Community and Family Health, or her successor.

Each Authorized 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 party 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. 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 liability of each party shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable laws.

10. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that DHS will not be disclosing or providing MDH classified as "not public data" on individuals under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act"), to MDH under this Agreement. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minnesota Statutes section 13.02, subdivision 8a.
- B. It is expressly agreed that MDH will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, MDH is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, MDH is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If MDH has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, MDH will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, both parties must comply with the Data Practices Act. Any data created, collected, received, stored, used, maintained or disseminated by either party in performing duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act by either party.

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

APPROVED:

1. Minnesota Department of Human Services: Encumbrance Verification

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

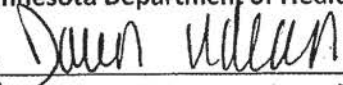
By: 

Date: 9-29-17

SWIFT Contract No: IAK 129725

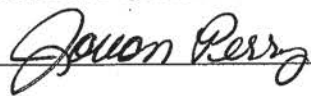
SWIFT PO #: 3-55533

2. Minnesota Department of Health

By: 
Title: Accounting Supervisor Principal

Date: 9/1/17

3. Minnesota Department of Human Services

By: 

With delegated authority

Title: EAESD DIRECTOR

Date: 9/20/2017

MINNESOTA DEPARTMENT OF HUMAN SERVICES – MINNESOTA
DEPARTMENT OF HEALTH INTERAGENCY AGREEMENT

Recitals:

WHEREAS, the Minnesota Department of Human Services (DHS) and the Minnesota Department of Health (MDH) are empowered to enter into interagency agreements pursuant to Minnesota Statutes section 471.59, subdivision 10;

WHEREAS, Minnesota Statutes section 256J.02, subdivision 1, authorizes DHS, through its Economic Assistance and Employment Supports Division, to receive, administer and expend funds available under the Temporary Assistance to Needy Families (TANF) block grant authorized under Title I of Public Law 104-193 (the Personal Responsibility and Work Opportunity Reconciliation Act of 1996) and under Public Law 109-171 (the Deficit Reduction Act of 2015);

WHEREAS, Minnesota Statutes section 256J.02, subdivision 2(10), allows for the use of TANF funds and makes TANF block grant funds available to MDH;

WHEREAS, the 2017 Minnesota Legislature (Laws of Minnesota 2017, 1st Spec. Sess., chapter 6, article 18, section 3) authorized a TANF appropriation to MDH for the purpose of decreasing racial and ethnic disparities in infant mortality rates pursuant to Minnesota Statutes section 145.928, subdivision 7;

WHEREAS, Minnesota Statutes section 256J.02, subdivision 6 sets expectation of how TANF funds appropriated to other entities are used and requires DHS to coordinate with MDH to ensure that any expenditures from the TANF block grant are spent in accordance with the requirements and limitations of Part A of Title IV of the Social Security Act, as amended, and any other applicable federal requirement or limitation; and

WHEREAS, Minnesota Statutes section 256J.02, subdivision 6, also requires DHS to coordinate with MDH to ensure that expenditures from the TANF block grant are spent in compliance with the requirements and limitations of federal law and any reporting requirements of federal law are met.

NOW, THEREFORE, it is agreed:

1. Duties

1.1 MDH Duties

MDH shall:

A. Use federal TANF funds received under this Agreement in the following manner:

1. Each fiscal year, MDH shall receive and distribute two million dollars (\$2,000,000.00) for the purpose of achieving the work of the Eliminating Health Disparities Initiative grants. MDH shall distribute the funds according to Minnesota Statutes section 145.928.

2. Ensure that all TANF eligibility requirements for reimbursement are met, as required by 45 C.F.R., Parts 260 through 265 (the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, or "PRWORA") and pursuant to Public Law 109-171 (the Deficit Reduction Act of 2005, or "DRA").
 3. In accordance with the third purpose of TANF, ensure that TANF funds are used to prevent and reduce the incidence of teen pregnancies in Minnesota, thus reducing infant mortality rates and out-of-wedlock pregnancies according to 45 C.F.R. § 260.20(c); the third purpose of TANF. Funds must be targeted at reducing disparities in infant mortality rates between whites and other racial and ethnic population pursuant to Minnesota Statutes section 145.928, subdivision 7.
- B. Ensure that all grantees collect and retain all information necessary for federal and state audit requirements, and ensure that grantees implement any changes to updates made to federal TANF reporting requirements for the use of federal TANF funds as notified by DHS.
 - C. Respond in a timely fashion to all federal reporting and billing requests.
 - D. Collaborate with DHS whenever legislative activity that would change the funding formula (including carryover or reallocation authority for the Eliminating Health Disparities Initiative) is being considered or proposed.
 - E. Collaborate with DHS regarding developing requests for proposals (RFP) and grant proposal review and awards.
 - F. Provide DHS with an annual report, due on every January 15 during the effective period of this Agreement, on the types of services and initiatives implemented as a result of grant agreements, including names of service grantees or providers.
 - G. Provide DHS with a copy of the legislative report due January 15 of each even-numbered year. The legislative report will discuss the results of the evaluation conducted under Minnesota Statutes section 145.928 subdivision 13.
 - H. Within ninety (90) days of execution of this Agreement, collaborate and meet with DHS to establish the process, format, and timing of an annual report with summary information of the number of people served, the type of services provided, names of service grantees or providers. The report shall explore ways in which DHS and MDH can collaborate to achieve shared outcomes.
 - I. Within ninety (90) days of the execution of this Agreement, collaborate and meet with DHS to establish formal grant monitoring policies and procedures that are consistent with all current and future grant oversight policies promulgated by the Office of Grants Management of the Minnesota Department of Administration ("OGM") to be performed by MDH regarding grant spending monitoring of TANF grantees.
 - J. Meet no less than every six months with the DHS Authorized Representative or her designee. DHS will

determine the meeting format and content that best meet DHS's needs, with a view to determining MDH's activities, number of participants served, grant outcomes, and lessons learned via the evaluation conducted pursuant to section 1.1(H) of this Agreement.

1.2. DHS DUTIES:

DHS shall:

- A. Inform MDH's Authorized Representative, in writing, of updates or changes to federal TANF reporting requirements and update or changes to the use of federal TANF funds. DHS shall inform MDH of these developments as soon they are promulgated by federal and state authorities.
- B. Pursuant to section 1.1(H) of this Agreement, meet and collaborate with MDH to create an annual report on the number of individuals served pursuant to the programs funded through this Agreement, and create a data collection method designed to explore ways to share, to the extent authorized by law, early findings regarding the potential intersections of shared outcomes.
- C. Meet and work with MDH to establish and implement formal grant monitoring policies and procedures, as set forth in section 1.1(I) of this Agreement.
- D. Meet with MDH no less than every six months, as set forth in section 1.1(I) of this Agreement

2. CONSIDERATION AND TERMS OF PAYMENT

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

- A. The total obligation of DHS for all compensation and reimbursement to MDH for all services performed by MDH under this Agreement commencing as of the effective date of this Agreement will not exceed four million dollars (\$4,000,000.00).
- B. MDH will submit, at a minimum, quarterly invoices pursuant to section 2.2 of this Agreement. These invoices will be amount to the total expenditures to be paid under this Agreement. Each invoice must list separately the expenditures for program and administrative costs, and organize expenses by the federal purpose(s) for which it was used.
- C. Any unexpended balance of the TANF funds appropriated for family home visiting grants in the first year of the Agreement (state fiscal year 2018) does not cancel but is available under the Agreement for the second year (state fiscal year 2019). Unexpended funds remaining at the end of state fiscal year 2019 will cancel unless appropriating or statutory language permits otherwise.

2.2 Terms of Payment. DHS shall pay MDH within thirty (30) days after the MDH has presented DHS with invoices for services performed.

- A. MDH must submit invoices according to the following schedule:

<u>Service Period</u>	<u>Due Date</u>
January – March	April 30
April – June	July 30
July – September	October 30
October – December	January 30

- B. MDH will submit its invoices in a timely fashion. MDH will inform DHS if there are any delays that could affect MDH's submission of the quarterly ACF-196R TANF Expenditure Report, which is due forty-five (45) days after each quarter ends.
- C. In order to guarantee payment from the correct fiscal year, MDH must submit final invoices to DHS for each state fiscal year no later than August 10. If DHS receives invoices after August 10, it will pay them depending on availability of funds.

3. Conditions of Payment. All services provided by MDH 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 July 1, 2017, 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 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 July 1, 2017 for services and deliverables performed on or after July 1, 2017 by MDH under this Agreement.

5. Cancellation. Either party may cancel this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, MDH 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, Jovon.perry@state.mn.us, Economic Assistance and Employment Supports Director, or her successor.

MDH's Authorized Representative for the purposes of administration of this agreement is Bruce Thao Bruce.Thao@state.mn.us or his successor.

Each Authorized 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 party 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. 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 liability of each party shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws.

10. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that DHS will not be disclosing or providing MDH information classified as "not public data" on individuals under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act"), under this Agreement. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minnesota Statutes section 13.02, subdivision 8a.
- B. It is expressly agreed that MDH will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, MDH is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, MDH is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If MDH has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, MDH will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, both parties must comply with the Data Practices Act. Any data created, collected, received, stored, used, maintained or disseminated by either party in performing duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act by either party.

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

APPROVED:

1. Minnesota Department of Human Services: Encumbrance Verification

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

By: Jouan Perry W. Burns
Date: 9/20/2017 9-29-17
SWIFT Contract No: _____ IAK 129726
SWIFT PO #: _____ PO# 3-55535

2. Minnesota Department of Health

By: Dawn Udean
With delegated authority
Accounting Supervisor Principal
Title: _____
Date: 9/30/17

3. Minnesota Department of Human Services

By: _____
With delegated authority
Title: _____
Date: _____

129760
PO 25020

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Health ("MDH") and the Minnesota Department of Agriculture ("MDA").

Recitals

WHEREAS, MDH and MDA are empowered to enter into interagency agreements pursuant to Minnesota Statutes section 471.59, subdivision 10; and

WHEREAS, MDH provides is responsible for the provision of services to all tenants of the Orville L. Freeman ("Freeman") and MDA/MDH Laboratory ("Lab") buildings for which the tenants are jointly responsible for paying; and

WHEREAS, the services that MDH provides are essential for the building tenants to have meaningful use of the property. For example, MDH provides fire prevention, receptionist services, greenery maintenance, and security badges. MDH enters into contracts with vendors to maintain server rooms, the compressed air system, and the water system, among other things; and

WHEREAS, MDA is a recipient of MDH's facilities management services, in both Freeman and the Lab. Accordingly, MDA wishes to reimburse MDH for its proportionate share of the cost of services that MDH provides.

NOW, THEREFORE, the parties have entered into the following:

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

- With the exception of state holidays, MDH will provide receptionist services for the Freeman Building from 8:00 a.m. to 4:30 p.m., Monday through Friday. This service includes ongoing staff supervision and training, quarterly interagency meetings, and ad hoc discussions to address any issues. MDH will also provide backup reception services, as needed.
- MDH will provide greenery maintenance services for Freeman's Atrium Gardens. The Department of Administration, Office of State Procurement ("OSP") will contract with a qualified vendor to maintain the Atrium Garden.
- MDH will obtain preventive maintenance service contracts to ensure the stability of:
 - Lab Building DI water system;
 - Lab Building vacuum air system;
 - Lab Building compressed air system;

- Freeman and Lab Building server room uninterrupted power supply (“UPS”);
 - Freeman and Lab Building server rooms air conditioning systems;
 - Freeman and Lab Building entry turnstiles; and
 - Freeman and Lab Building server room fire suppression systems.
- MDH will, as needed, arrange for repairs to the:
 - Lab Building DI water system;
 - Lab Building vacuum air system;
 - Lab Building compressed air system;
 - Lab Building O2 sensors in the bulk gas room;
 - Freeman Building audio/visual equipment in rooms B144 – B145;
 - Freeman and Lab Building server room uninterrupted power supply;
 - Freeman and Lab Building server rooms air conditioning systems;
 - Freeman and Lab Building server room fire suppression systems;
 - Freeman and Lab Building entry turnstiles;
 - Freeman and Lab Building interior cameras; and
 - Freeman and Lab Building interior keycard readers.
 - MDH will pay for electricity use in server rooms. Electricity use is provided by the Department of Administration’s Plant Management Division pursuant to conditions of the executed lease agreement.
 - MDH will pay for visitor badges and distribute them at the Freeman reception area/front desk. Visitors to either Freeman or the Lab may obtain these badges at the front desk when they arrive at Freeman.
 - MDH will arrange for the provision of bulk argon and nitrogen gases for use by in the Lab Building. Both MDH and MDA may use these gasses. MDH will assume responsibility for inventorying, ordering, receiving and processing payments for the bulk gasses.

3 Consideration and Payment

A. For each year of this Agreement, MDA will reimburse MDH for its proportionate share of the costs outlined *infra*, which amounts to 33.21% of the total. Accordingly, MDA will reimburse MDH for 33.2% of the following expenses:

- Receptionist services;
- Greenery maintenance services;
- Freeman and Lab Building entry turnstiles;
- Freeman Building audio/video equipment in rooms B144 – B145;
- Freeman and Lab Building interior cameras ;
- Freeman and Lab Building interior keycard readers; and
- Visitor badges in the Freeman and Lab Buildings.

B. In each year of the agreement, MDA will also reimburse MDH for 40.66% of the cost of preventive maintenance contracts and the cost of repairs not covered by service agreements for the following systems, as follows:

- Lab Building DI water system;
- Lab Building vacuum air system;
- Lab Building compressed air system; and
- Lab Building O2 sensors in the bulk gas room (repairs only; no preventive maintenance contract).

C. In each year of the agreement, MDA will reimburse MDH for 30 percent of the following costs:

- Freeman and Lab Building server room UPS system;
- Freeman and Lab Building server rooms air conditioning systems;
- Freeman and Lab Building server room fire suppression systems; and
- Electrical usage in the Freeman and Lab Building server rooms.

D. In each year of the agreement, MDA will reimburse MDH for 50 percent of the cost for bulk argon and nitrogen gases for use by both agencies in the Lab Building.

E. MDH will bill MDA on a monthly basis for actual expenditures incurred in the prior month. Estimated costs for each service are provided in Exhibit A, which is attached and incorporated into this Agreement.

F. MDA's total estimated obligation is \$244,201.29 for all compensation and reimbursements for the period July 1, 2017 through June 30, 2019.

4 Conditions of Payment

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

5 Authorized Representative

MDH's Authorized Representative is Kevin Umidon, Facilities Manager, or his successor.

MDA's Authorized Representative is Doug Buhl, Facilities Manager, 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: Leid K Rowley

Date: 8-17-17
129760 300025020

3. Minnesota Department of Agriculture

By: [Signature]
(with delegated authority)

Title: Deputy Commissioner

Date: 8-21-17

2. Minnesota Department of Health

By: [Signature]
(With delegated authority)

Title: Accounting Supervisor Principal

Date: 8/1/17

Exhibit A	Estimated costs per year	Health	AG	HR	BAH						
Services:											
Receptionist services	\$ 118,733.39	\$ 72,451.11	\$ 39,431.36	\$ 3,490.76	\$ 3,360.15	Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.					
Preventive maintenance:											
Lab Building DI water system.	\$ 34,000.00	\$ 20,175.60	\$ 13,824.40			Based on 59.34 %health and 40.66 % AG					
Lab Building vacuum air system.	\$ 2,770.00	\$ 1,643.72	\$ 1,126.28			Based on 59.34 %health and 40.66 % AG					
Lab Building compressed air system.	\$ 9,500.00	\$ 5,637.30	\$ 3,862.70			Based on 59.34 %health and 40.66 % AG					
Freeman and Lab Building server room uninterrupt power supply (UPS).	\$ 7,000.00	\$ 4,900.00	\$ 2,100.00			Based on a 70% health and 30% AG split					
Freeman and Lab Building server rooms air conditioning systems.	\$ 3,215.00	\$ 2,250.50	\$ 964.50			Based on a 70% health and 30% AG split					
Freeman and Lab Building server room fire suppression systems.	\$ 4,308.70	\$ 3,016.09	\$ 1,292.61			Based on a 70% health and 30% AG split					
Greenery maintenance	\$ 11,880.00	\$ 7,249.18	\$ 3,945.35	\$ 349.27	\$ 336.20	Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.					
Repairs to the:											
Lab Building DI water system.	\$ 4,375.00	\$ 2,596.13	\$ 1,778.88			Based on 59.34 %health and 40.66 % AG					
Lab Building vacuum air system.	\$ 1,250.00	\$ 741.75	\$ 508.25			Based on 59.34 %health and 40.66 % AG					
Lab Building compressed air system.	\$ 1,250.00	\$ 741.75	\$ 508.25			Based on 59.34 %health and 40.66 % AG					
Lab Building O2 sensors in the bulk gas room.	\$ 1,200.00	\$ 712.08	\$ 487.92			Based on 59.34 %health and 40.66 % AG					
Freeman Building audio/visual equipment in rooms B144 – B145.	\$ 1,500.00	\$ 915.30	\$ 498.15	\$ 44.10	\$ 42.45	Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.					
Freeman and Lab Building server room uninterrupt power supply (UPS).	\$ 20,500.00	\$ 14,350.00	\$ 6,150.00			Based on a 70% health and 30% AG split					
Freeman and Lab Building server rooms air conditioning systems.	\$ 9,170.00	\$ 6,419.00	\$ 2,751.00			Based on a 70% health and 30% AG split					
Freeman and Lab Building server room fire suppression systems.	\$ 3,500.00	\$ 2,450.00	\$ 1,050.00			Based on a 70% health and 30% AG split					
Freeman Building entry turnstiles.	\$ 1,250.00	\$ 762.75	\$ 415.13	\$ 36.75	\$ 35.38	Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.					
Freeman Building interior cameras.	\$ 1,875.00	\$ 1,144.13	\$ 622.69	\$ 55.13	\$ 53.06	Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.					
Freeman building interior keycard readers.	\$ 1,875.00	\$ 1,144.13	\$ 622.69	\$ 55.13	\$ 53.06	Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.					
Special Utilities:											
The electricity use in server rooms	\$ 45,000.00	\$ 31,500.00	\$ 13,500.00			Based on 70%health and 30 % AG					
Bulk argon and nitrogen gases for lab use	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00			Split 50%					
Supplies:											
Visitor badges	\$ 5,000.00	\$ 3,051.00	\$ 1,660.50	\$ 147.00	\$ 141.50	Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.					
Annual total	\$ 339,152.09	\$ 208,851.50	\$ 122,100.64	\$ 4,178.13	\$ 4,021.81						
Total estimated obligation for the period 7/1/17 - 6/30/19	\$ 678,304.18	\$ 417,703.01	\$ 244,201.29	\$ 8,356.27	\$ 8,043.62						

1297600

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Health (MDH) and Human Services (DHS).

WHEREAS, MDH and DHS are empowered to enter into interagency agreements pursuant to Minnesota Statutes section 471.59, subdivision 10; and

WHEREAS, MDH is empowered to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness, disease, injury and violence pursuant to Minnesota Statutes, section 144.05, subdivision 1(b); and

WHEREAS, pursuant to Minnesota Statutes section 144.0742, MDH is empowered to enter into contracts with any private or public entity for the provision of statutorily prescribed public health services; and

WHEREAS, pursuant to Minnesota Statutes section 144.074, MDH may receive and accept money from any source, including other agencies, for any public health purpose within the scope of MDH's statutory authority; and

WHEREAS, MDH financially supports (through "Safe Harbor") organizations and individuals who provide services to sexually exploited youth, and has now received state funds pursuant to the Laws of Minnesota 2017, 1st Spec. Sess., chapter 6, article 18, section 3, subd. 22(f)(1) through (3), to provide those individuals and groups with additional training and technical assistance for Safe Harbor; and

WHEREAS, DHS will provide training and technical assistance for these Safe Harbor grantees, improving their responses to sexually exploited youth, especially their ability to improve capacity and add resources in greater Minnesota; and

WHEREAS, MDH has skills and technical resources to develop the statewide Safe Harbor model in community settings and to provide, in partnership with DHS, technical assistance to homeless youth service providers, crime victim organizations, public health, social service, advocacy and clinical staff in those settings; and

WHEREAS, DHS is the only state agency that receives state funding for housing/shelter and outreach services specifically for sexually exploited youth under age 24 and DHS is in the best position to provide training and technical assistance to grantees providing those services.

NOW, THEREFORE, the parties have entered into the following:

Agreement

I Term of Agreement

- 1.1 *Effective date*: August 14, 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

DHS shall increase its capacity to provide training and technical assistance to Safe Harbor housing/shelter and outreach grantees providing direct service to sexually exploited youth under age 24 in Minnesota. This increased capacity will allow for more technical assistance and training to additional grantees, expanding shelter and housing beds in greater Minnesota. Training and technical assistance consists of: one-on-one technical assistance for grantees sharing best practices, including travel to housing/shelter sites; regional training on how to safely shelter sexually exploited youth; and increase in staff capacity to respond to grantees requests or issues.

3 Consideration and Payment

MDH will compensate DHS in the amount of \$50,000.00 each year for two years to employ staff to provide training and training assistance to Safe Harbor housing grantees.

DHS will send invoices to MDH each month with costs incurred pursuant to Article 2 of this Agreement, *supra*. MDH will promptly review and pay invoices.

MDH's total obligation for all compensation and reimbursements due and owing to DHS under this agreement will not exceed \$100,000.

4 Conditions of Payment

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

5 Authorized Representative

MDH's Authorized Representative is Lauren Ryan, Safe Harbor Director, P.O. Box 64882, St. Paul, MN 55164, 651-201-5412, or her successor.

DHS's Authorized Representative is Tikki Brown, Director of Office of Economic Opportunity, 444 Lafayette Rd North, St. Paul MN 55155, 651-431-3822, 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.

[Remainder of this page intentionally left blank.]

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

Signed: *Ronda C. Nelson*
Date: 8/8/17

2. Minnesota Department of Human Services

By: *[Signature]*
(With delegated authority)
Title: CEO DIRECTOR
Date: 2/27/2018

3. Minnesota Department of Health

By: *[Signature]*
(with delegated authority)
Title: Amy Yolanda Castillo, Grants & Contrs. Coord.
Financial Management
Date: 4/12/18

Amendment Number: 2 to IAK% 140244

Grant Contract Start Date: October 1, 2017

Original Grant Contract Expiration Date: September 30, 2018

Current Grant Contract Expiration Date: December 30, 2018

Requested Grant Contract Expiration Date: September 30, 2019

Original Grant Contract Amount: \$397,128.00

Total Grant Contract Amount: \$ 794,256.00

Previous Amendment(s) Total: \$ 99,282.00

Amendment Amount: \$ 297,846.00

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services (DHS) and Minnesota Department of Health (MDH).

Recitals

WHEREAS The State has an Interagency Agreement between DHS and MDH identifies as SWIFT Contract No.: 140244, ("Original Agreement") to provide Refugee Resettlement Plan (Refugees who are in medical need).

WHEREAS this agreement is being amended to extend services through September 30, 2019 and add \$297,846.00 to the contract, which will increase the total agreement to \$794,256.00.

WHEREAS both parties are willing to amend the Original Agreement as stated below.

Therefore, the parties agree that:

Contract Amendment

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

REVISION 1. Clause 2. "**DHS Duties**" is amended as follows: DHS shall reimburse MDH for duties satisfactorily performed on or after October 1, 2017, in accordance with Attachments A, ~~and B, and C~~ and EXHIBIT 1, "Detailed Budget Justification, and EXHIBIT 2, "Detailed Budget Justification".

REVISION 2. Clause 3. "Consideration and Terms of Payment" is amended as follows

3.1 Consideration. Consideration for all services performed by MDH pursuant to this Agreement shall be paid by DHS as follows:

Compensation. Compensation for all services performed by MDH pursuant to this Agreement shall be paid by DHS in accordance with Attachment C, EXHIBIT 1, "Detailed Budget Justification, and EXHIBIT 2, "Detailed Budget Justifications," which ~~is~~ are attached and incorporated into this Agreement.

The Total obligation of DHS shall not exceed ~~four hundred ninety-six thousand, four hundred and ten dollars and zero cents (\$496,410.00)~~ seven hundred ninety-four thousand, two hundred and fifty-six dollars and zero cents (\$794,256.00) and in accordance with Attachment C, EXHIBIT 1, "Detailed Budget Justification, and EXHIBIT 2, "Detailed Budget Justifications," which ~~is~~ are attached and incorporated into this Agreement.

3.2 Terms of Payment. DHS shall make payment to MDH within thirty (30) days after MDH has presented DHS with invoices for services performed. MDH will ensure timely submission of invoices and inform DHS if there is a delay.

REVISION 3. Clause 5. "Term of Agreement" is amended as follows. Other sections of this clause remain unchanged:

Terms of Agreement. Pursuant to Minnesota Statutes section 16C.05, subdivision 2, this Agreement shall be effective on October 1, 2017, or upon the date the final required signature is obtained by DHS, whichever occurs later. It shall remain in effect through ~~December 30, 2018~~ September 30, 2019, 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 AGREEMENT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT. THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS ARE 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.

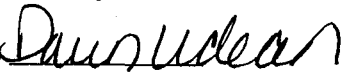
By: 

Date: 12-26-18

Grant No: 140244

2. MINNESOTA DEPARTMENT OF HEALTH

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the Minnesota Department of Health.

By (with delegated authority): 

Title: Accounting Supervisor Principal

Date: 12/27/18

3. MINNESOTA DEPARTMENT OF HUMAN SERVICES

Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.

By (with delegated authority): 

Title: EAESD DIRECTOR

Date: 12/28/18

Budget by Project Activities
Budget

Period: **1/1/2019 - 9/30/2019**

FILL IN YELLOW FIELDS ONLY

		AGENCY NAME: Minnesota Department of Health		
Line No.	Budget Category	Budget Narrative	Justification (please show calculations)	Amount in Budget Period
A-1	Salaries	<p>Refugee Health Coordinator coordinates the Refugee Health Program screening activities; she is responsible for ensuring efficient and effective administration of its core screening and referral activities through critical qualitative and quantitative analysis, and prioritization. The program's core activities are: ensuring screening, treatment and referrals of newly arrived primary refugees within 90 days of arrival meeting at least a 95% screening rate objective, training and supporting local public health and screening clinic staff to ensure all providers are following the nationally recommended screening guidelines and assisting resettlement agencies with identifying the appropriate resources and education materials to ensure timely health assessments for newly arrived refugees.</p> <p>Refugee Health Nurse Consultant will develop, implement and evaluate a statewide system for local public health agencies to ensure consistently high rates of health assessment screenings for newly arrived refugees within 90 days of arrival in their county; provide clinical consultation and administrative guidance to local public health agencies regarding health services for newly arrived primary and secondary refugees in their county; and develop, implement and evaluate the educational needs of health care providers, interpreters, service advocates and others working with the health aspect of the refugee resettlement process in Minnesota to improve the health screening and care services provided to new refugee arrivals.</p> <p>Refugee Health Epidemiologist Senior will oversee the day-to-day coordination and monitoring of the Refugee Health Program's objectives using the reported medical screening data. Ms. Urban manages the database for all refugee health-related information. She monitors screening status, and all incoming screening results, analyzes the data, oversees quality assurance for the data, puts annual data on the refugee health program website and responds to all requests for data. She generates summary reports for state and national partners including resettlement agencies, health care providers, local public health, ORR and CDC to improve the overseas and domestic refugee health screening guidelines, develop interventions to improve access to care and health for newly arrived refugees. Ms. Urban will coordinate the secondary refugee transfers and data management. Ms. Urban will be responsible for data for the ORR-6 (TPR) and other required reports by ORR are completed in a timely manner. This includes ensuring data is collected and stratified to include additional reporting measures per the 2011/12 guidelines including screening completion rates and referrals made for primary care, specialty care, dental, vision, mental health, etc.</p> <p>Health Care Systems Coordinator directly works with each of the local resettlement agencies (VOLAG) along with input from local public health (LPH) to ensure expedited screening or linkage to primary care. This will ensure health care and systems coordination for newly-arrived refugees with complex health and mental health conditions. She identifies and leads the development of systems to address these needs including training of VOLAG staff. Ms. Higgins monitors objectives and outcomes using a standardized data collection form and database; responsibilities are clearly delegated and expected outcomes are identified for the refugees. These complex conditions are identified pre-arrival or during the first 90 days of resettlement. The specific goals for these new arrivals are to assure that such individuals: 1) are linked with appropriate health-related resources, including accessing expedited MA within 1-3 days upon arrival or identification of the need post-arrival, and 2) can access health care services and resources for themselves or their minor children as identified in the care plan.</p>	Please complete tab #3	\$ 156,270
A-2	Benefits	Fringe for all positions except Student Workers calculated at 31.1% (6.2% FICA, 1.45% Medicare, 5.25% retirement, and 18.2% insurance). Student Workers are calculated at 7.65% (6.2% for FICA and 1.45% for Medicare).		\$ 48,599
A-3	Staff in-state travel	The amount of \$900 is budgeted to support in-state travel for project personnel. In-state travel expenditures will include on-site visits to clinics serving new refugees and refugee resettlement agencies as well as other program implementation activities, e.g. refugee health-related meetings outside of the MDH building. Reimbursement rates are established through collective bargaining agreements with the state of Minnesota. Mileage rates are currently reimbursed at \$0.545 per mile.	Quarter 1 = 499 miles x \$0.545 = \$272 Quarter 2-4 = 1,152 miles x \$0.545 = \$628 Total = 1,651 anticipated miles yearly x \$0.545 = \$900	\$ 628
A-4	Space Rental			
A-5	Client Support			
A-6	Telephone	Telephone and fax charges (associated with normal and long distance usage). Approximately \$1,050 per FTE.	Quarter 1 = \$591 Quarter 2-4 = \$1,845 Total = 2.32 FTE x \$1,050 = \$2,436	\$ 1,845

Line No.	Budget Category	Budget Narrative	Justification (please show calculations)	Amount in Budget Period
A-7	Office Supplies	<p><u>Education Materials</u></p> <p>a) <i>Directories</i> - We request funds to support the biannual updates printing, and disseminating of: Health Resources Serving Diverse Cultural Communities directory that assists screening clinics with finding appropriate specialty care, primary care, mental health and dental services for newly arrived refugees. The average printing cost/directory is \$4.50/copy; ~150 copies are printed annually (totaling \$675/yr).</p> <p>b) <i>Mental Health First Aid Training Manuals</i> - We request funds to purchase Mental Health First Aid training manuals as authorized by ORR as an allowable CMA expenditure. Manuals are \$8/copy; we expect to host 1 training for 30 persons per class (total \$8.00 x 30= \$240)</p>	<p>a) Directories Quarter 1 = 25 x \$4.50 = \$113 Quarter 2-4 = 125 x \$4.50 = \$562 Total = 150 Directories x \$4.50 = \$675</p> <p>b) Mental Health First Aid Training Manuals Quarter 1 = 30 x \$8 = \$240 Quarter 2-4 = 0 x \$4.50 = \$0 Total = 30 Manuals x \$8 = \$240</p>	<p>\$ 562</p>
A-8	Computer			
A-9	Photocopying	<ul style="list-style-type: none"> • Photocopying is charged to activities based on a photocopy code entered when making copies at a rate of \$.06 for black and white, and \$.38 for color. • All of the overseas paperwork on each new refugee is copied before the originals are mailed to the respective local public health agency which organizes the health screening. Each refugee has an average of 12 pages (overseas exam plus pink screening form). Based on an estimated 1,234 primary and secondary refugees arriving annually, based on CY2017-18 average, the estimated number of copies is 12,000. • Other photocopying includes agendas and handouts for weekly internal staff meetings. 	<p>Quarter 1 = \$252 Quarter 2-4 = \$636 Total = \$888</p>	<p>\$ 636</p>
A-10	Consultant / Professional services			
A-11	Staff out-of-state travel	<p>One out-of-state trip: One trip for the RHC or designated staff who are presenting or serve on national committees. The requested amount is \$1,422. Actual travel expenses may vary from the budgeted amount due to airfare pricing changes.</p>	<p>Flight \$400 Registration \$400 Hotel \$150/night x 3 nights = \$450 Meals (Per Diem) breakfast \$11.00 x 3 = \$33 lunch \$13.00 x 3 = \$39 dinner \$20.00 x 3 = \$60 Taxi/shuttle \$40 Estimated total \$1,422</p>	<p>\$ 1,422</p>

Project/Agency	Budget Narrative	Justification (please show calculations)	Amount in Budget Period
A-12 Contractual	<p>Medical Screening Coordination and Referral Services</p> <p>Coordinate and compliment services at the county level to ensure high rates of health at the county level to ensure a >95% health screening rate for primary refugees and >80% for secondary refugees. Medical Screening Coordination: County health department are expected, upon receipt of the ACVA and overseas exam results, to contact each refugee and schedule clinic visits for the domestic health assessment. This task involves many challenging steps. Most refugee health assessment exams involve two or three separate visits to the clinic, so the following steps are repeated with each visit. County staff must identify the spoken language of each refugee and contact an interpreter to assist with phone calls. Tracking down the correct phone number and address of the newly arrived individual can involve multiple calls. Transportation to and from the clinic must be arranged and reconfirmed the day before clinical service. Many of the clinics also regularly make calls to remind the family of their appointments the day before, as they understand that many families find the stress of immigration overwhelming in terms of scheduling their lives and remembering when to be where. Interpreter services, if needed, must then be scheduled for each exam.</p> <p>This process is made more complex in rural counties that have limited resources to work with immigrant and refugee populations. Local public health agencies have the additional challenge of working with secondary refugees needing supplemental care coordination for their initial domestic medical exam; in select counties, community health workers will assist with care coordination for secondary refugees. Frequently, LPH are working with private health care systems inexperienced with the recommended clinical components of the domestic refugee health assessment. Many conversations occur between rural county public health staff, medical providers and refugee families to verify health coverage for the visits and to provide guidance for the recommended components of the exam itself.</p> <p>Follow-up and Referral: Another vital service provided by the county public health agency is follow-up and referral. The majority of refugees screened get one or more referrals for follow-up. Many are referred for public health nursing home visits and WIC. Other common referrals include vision and hearing follow-up, dental care, family planning, mental health, or specific medical conditions. Extensive professional time is spent explaining the nature and importance of the referrals to the refugee. The RHP requires each clinic to complete the screening form (separate from the medical chart), including all lab results and referrals, before returning the form to RHP. Significant county staff time is spent on this process, particularly in counties that rely on primary care clinics to complete the exam. Each county also is expected to cooperate with MDH's RHP to ensure that missing data are found and reported to the RHP.</p> <p>We have taken the 2-year (CY17-18) average to estimate the arrival trend for primary and secondary below. Average primary and secondary screenings per year, N=1,234.</p>	<p>Ramsey County (37%): St. Paul-Ramsey County Department of Public Health works with local primary care clinics in their community to accomplish refugee health screenings and receives about 47% of the newly arrived refugees to the state; 7% of those served are secondary refugees. Quarter 1 = \$3,150 Quarter 2-4 = \$8,850 Total = \$12,000</p> <p>Hennepin County (25%): Hennepin County's Public Health Clinic has its own refugee screening clinic and sees 19% of the total arrivals to the state; 44% of those served are secondary refugees. Quarter 1 = \$3,000 Quarter 2-4 = \$6,000 Total = \$9,000</p> <p>Stearns County (7%): Stearns County Public Health works with local primary care clinics in their community to accomplish refugee health screenings. This county sees about 5% of the state's total; 14% of those served are secondary refugees. Quarter 1 = \$1,450 Quarter 2-4 = \$2,550 Total = \$4,000</p> <p>Olmsted County (4%): Olmsted County has its own refugee-screening clinic and sees about 5% of the state's arrivals. Nearly 2% of the refugees served are secondary refugees. Quarter 1 = \$1,000 Quarter 2-4 = \$3,000 Total = \$4,000</p> <p>Anoka County (5%): Anoka County Public Health works with local primary care clinics in their community to accomplish refugee health screenings. This county assists 6% of the state's total; 1% of those served are secondary refugees. Quarter 1 = \$1,000 Quarter 2-4 = \$3,250 Total = \$4,250</p> <p>Kandiyohi County (6%): Kandiyohi County Public Health works with local primary care clinics in their community to accomplish refugee health screenings. This county assists 3% of the state's total. Nearly 13% of those served are secondary refugees. Quarter 1 = \$1,000 Quarter 2-4 = \$0.00 Total = \$1,000</p> <p>Dakota County (2%): Dakota County Public Health works with local primary care clinics in their community to accomplish refugee health screenings. This county assists 2% of the state's total. Nearly 1% of those served are secondary refugees. Quarter 1 = \$0.00 Quarter 2-4 = \$3,000 Total = \$3,000</p>	<p>\$ 31,873</p>

Line No.	Budget Category	Budget Narrative	Justification (please show calculations)	Amount in Budget Period
			<p>Medical Screening Services Name of Contractor: Designated Refugee Screening Clinics Method of Selection: Sole Source Period MA Eligibility Verified: October 1, 2018 - September 30, 2019 Scope of Work: An estimated 12 individuals will not qualify for Medical Assistance and qualify for the flat fee reimbursement; the reimbursement rate, per completed health assessment, is \$580.32 for a total of \$6,963.84 (i.e., estimated 12 screenings; \$580.32*12= \$6,963.84). The process for reimbursements will include payments to clinics around the the state via medical services to vendors. Method of accountability: Screening clinics complete health assessment and reimbursement forms, with eligibility verified by RH program staff. Quarter 1 = \$580.32 x 3 = \$1,741 Quarter 2-4 = \$580.32 x 9 = \$5,223 Total = \$6,964</p>	
A-13	Indirect Costs	Indirect charges are calculated at 23.16% on all direct costs except equipment and is calculated on the first \$25,000 of any contract.	<p>Direct cost x Indirect % = Total Indirect Quarter 1 = \$80,612 x 23.16% = \$18,670 Quarter 2-4 = \$241,835 x 23.16% = \$56,009 Total = \$322,447 x 23.16% = \$74,679</p>	\$ 56,009
A-14	TOTAL BUDGET			\$ 297,844

Salary and Benefit Detail

FILL IN YELLOW FIELDS ONLY

Budget Period:

1/1/19 - 9/30/19

Consortium Partner: A		AGENCY NAME: Minnesota Department of Health					
Line No.	Position Description	Staff Name	Annual Salary	Annual Benefits	FTE on Project	Project Salary	Project Benefits
A-1	Refugee Health Coordinator	Blain Mamo	\$ 70,652	\$ 21,972	1	\$ 70,652	\$ 21,972
A-2	Refugee Health Nurse Consultant	Ellen Frerich	\$ 72,930	\$ 22,681	0.4	\$ 29,172	\$ 9,072
A-3	Refugee Health Epidemiologist Sr.	Kailey Urban	\$ 61,354	\$ 19,081	0.52	\$ 31,904	\$ 9,922
A-4	Health Care Systems Coordinator	Marge Higgins	\$ 61,354	\$ 19,081	0.4	\$ 24,542	\$ 7,632
A-5						\$ -	\$ -
A-6						\$ -	\$ -
A-7						\$ -	\$ -
A-8	TOTAL	Fringe as % of salary: 31%		PROJECT FTE: 2.32		\$ 156,270	\$ 48,599

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement is by and between the Minnesota Department of Health (“MDH”) and the Minnesota Office of Higher Education (“OHE”).

Recitals

WHEREAS, pursuant to Minnesota Statutes section 136A.01, subdivision 2, OHE was established to provide, among other things, necessary state level administration of postsecondary financial aid programs, including accounting, auditing, and disbursing state and federal financial aid funds, and reporting on financial aid programs to the governor and the legislature; and

WHEREAS, pursuant to Minnesota Statutes section 136A.1795, subdivision 2, and as part of its mission to oversee postsecondary financial aid programs, OHE is tasked with establishing and administering a loan forgiveness program for large animal veterinarians who agree to practice in designated rural areas that are underserved and work full time in a practice that is at least fifty percent involved with the care of food animals; and

WHEREAS, pursuant to the Laws of Minnesota 2017, chapter 89, article 3, section 3, the Commissioner of OHE may select a maximum of five applicants each year for participation in the loan forgiveness program, within the limits of available funding; and

WHEREAS, pursuant to the Laws of Minnesota 2017, chapter 89, article 2, section 2, the legislature appropriated \$375,000 in fiscal year 2018 and \$375,000 in fiscal year 2019 for the purpose of funding the large animal veterinarian loan forgiveness program; and

WHEREAS, pursuant to Minnesota Statutes section 144.1501, MDH manages and administers a large-scale student loan forgiveness program that forgives qualifying student loans for Minnesota’s advanced dental therapists, dental therapists, dentists, mental health professionals, medical residents, midlevel practitioners, nurses, nurse-midwives, nurse practitioners, pharmacists, physicians, physician assistants, and public health nurses; and

WHEREAS, in the interest of achieving maximum efficiency by leveraging MDH’s considerable expertise in managing and administering other loan forgiveness programs, both OHE and MDH have agreed that MDH should assume responsibility for the large animal veterinary loan forgiveness program; and

WHEREAS, pursuant to Minnesota Statutes section 144.074, MDH is empowered to receive and accept money, property, or services from any person, agency, or other source for any public health purpose within the scope of statutory authority; and

WHEREAS, pursuant to Minnesota Statutes section 144.0742, MDH is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed public health services; and

WHEREAS, pursuant to Minnesota Statutes section 471.59, subdivision 1, MDH and OHE are empowered to jointly and cooperatively exercise their common powers and are authorized to provide for

the exercise of these powers by entering into this Interagency Agreement; and, finally

WHEREAS, the totality of Minnesota's contracting law and related policies enable OHE and MDH to enter into an agreement in which OHE delegates administration of

NOW, THEREFORE, the parties consent to be bound by the following:

Agreement

1 Term of Agreement

- 1.1 *Effective date*: November 15, 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

MDH will administer the Veterinarian Loan Forgiveness Program for large animal veterinarians consistent with Minnesota Statutes section 136A.1795. See Exhibit A, consisting of the statute governing the Large Animal Veterinarian Loan Forgiveness Program, which is attached and incorporated into the Agreement.

3 Consideration and Payment

OHE will transfer \$375,000 to MDH each year by December 29th.

The total obligation of OHE for all compensation and reimbursements to MDH under this Agreement will not exceed \$375,000.

4 Conditions of Payment

All services provided by MDH under this Agreement must be performed to the satisfaction of OHE, as determined at the sole discretion of OHE's Authorized Representative, or his successor.

Transfer of funds will be made to the following SWIFT accounting string:

Fund: 2000 FinDept: H1239838 ApprID: H12F09J Project: H12HF09F

5 Authorized Representative

OHE's Authorized Representative is Timothy M. Geraghty, Chief Fiscal Officer, 1450 Energy Park Drive, St. Paul, MN 55108 (651) 259-3950, or his successor.

MDH's Authorized Representative is Will Wilson, Supervisor, Office of Rural Health and Primary Care, PO Box 64882, St. Paul, MN 55164-0882 (651) 201-3842, 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.

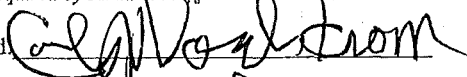
8 Termination

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:

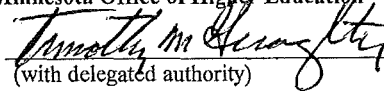


Date:

11-7-2017

3. Minnesota Office of Higher Education

By:


(with delegated authority)

Title:

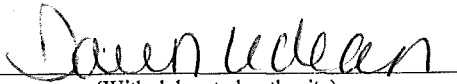
CFO

Date:

11/7/2017

2. Minnesota Department of Health..

By:


(With delegated authority)

Title:

Accounting Supervisor Principal

Date:

11/7/17

EXHIBIT A

1

MINNESOTA STATUTES 2016

136A.1795

136A.1795 LARGE ANIMAL VETERINARIAN LOAN FORGIVENESS PROGRAM.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Veterinarian" means an individual who has been awarded a doctor of veterinary medicine degree from the College of Veterinary Medicine, University of Minnesota.

(c) "Designated rural area" means an area in Minnesota outside the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington, excluding the cities of Duluth, Mankato, Moorhead, Rochester, and St. Cloud.

(d) "Emergency circumstances" means those conditions that make it impossible for the participant to fulfill the service commitment, including death, total and permanent disability, or temporary disability lasting more than two years.

(e) "Qualified educational loan" means a government, commercial, or foundation loan for actual costs paid for tuition, reasonable education expenses, and reasonable living expenses related to the education of a veterinarian.

Subd. 2. **Establishment; administration.** (a) The commissioner shall establish and administer a loan forgiveness program for large animal veterinarians who:

- (1) agree to practice in designated rural areas that are considered underserved; and
 - (2) work full time in a practice that is at least 50 percent involved with the care of food animals.
- (b) Appropriations made to the program do not cancel and are available until expended.

Subd. 3. **Eligibility.** (a) To be eligible to participate in the loan forgiveness program, an individual must:

(1) be a veterinarian who has been awarded a veterinary medicine degree within three years of submitting an application under this section, or be enrolled in the veterinarian degree program and making satisfactory progress in the College of Veterinary Medicine, University of Minnesota; and

(2) submit an application to the commissioner in the form and manner prescribed by the commissioner.

(b) An applicant selected to participate must sign a contract agreeing to complete a five-year service obligation to practice as required under subdivision 2, paragraph (a).

Subd. 4. **Loan forgiveness.** (a) The commissioner may select a maximum of five applicants each year for participation in the loan forgiveness program, within the limits of available funding. Applicants are responsible for securing their own qualified educational loans.

(b) The commissioner must select participants based on their suitability for practice serving the designated rural area, as indicated by experience or training. The commissioner must give preference to applicants closest to completing their training.

(c) The commissioner must make annual disbursements directly to the participant of \$15,000 or the balance of the participant's qualifying educational loans, whichever is less, for each year that a participant meets the service obligation required under subdivision 3, paragraph (b), up to a maximum of five years.

(d) Before receiving loan repayment disbursements and as requested, the participant must complete and return to the commissioner an affidavit of practice form provided by the commissioner verifying that the

participant is practicing as required under subdivision 2, paragraph (a). The participant must provide the commissioner with verification that the full amount of loan repayment disbursement received by the participant has been applied toward the designated loans. After each disbursement, verification must be received by the commissioner and approved before the next loan repayment disbursement is made.

(e) Participants who move their practice remain eligible for loan repayment as long as they practice as required under subdivision 2, paragraph (a).

Subd. 5. Penalty for nonfulfillment. If a participant does not fulfill the required minimum commitment of service required under subdivision 3, paragraph (b), the commissioner must collect from the participant the total amount paid to the participant under the loan forgiveness program plus interest at a rate established according to section 270C.40. The commissioner must deposit the money collected in the state general fund. The commissioner must allow waivers of all or part of the money owed the commissioner as a result of a nonfulfillment penalty if emergency circumstances prevented fulfillment of the service obligation.

Subd. 6. Rules. The commissioner may adopt rules to implement this section.

History: 2009 c 95 art 2 s 23; 2013 c 99 art 2 s 29; 2014 c 149 s 29-32

MINNESOTA DEPARTMENT OF HUMAN SERVICES – MINNESOTA DEPARTMENT OF HEALTH
INTERAGENCY AGREEMENT

Recitals:

WHEREAS, the Minnesota Department of Human Services (DHS) and the Minnesota Department of Health (MDH) are empowered to enter into interagency agreements pursuant to Minnesota Statutes section 471.59, Subdivision 10;

WHEREAS, Minnesota Statutes section 144.3872, directs MDH to carry out appropriate education, prevention, and outreach activities in communities that traditionally practice Female Genital Mutilation (FGM) such as female circumcision, excision, or infibulation to inform people in those communities about the health risks and emotional trauma inflicted by those practices and to inform them and the medical community of the criminal penalties contained in section 609.2245; and

WHEREAS, Minnesota Statutes section 256E.22, subdivision 7(a)(4) directs DHS to develop public awareness on preventing child abuse; to encourage professional persons and groups to recognize instances of child abuse and work to prevent them, to make information on child abuse prevention available to the public and to organizations and agencies; and to encourage the development of prevention programs.

NOW, THEREFORE, the parties consent to be bound by the following:

Agreement

1. Duties:

1.1 MDH Duties:

MDH shall:

- Provide and administer grants to organizations with cultural competence in communities that are impacted by Female Genital Mutilation (FGM) to support community-led efforts to educate and inform their communities of the health risks and emotional trauma inflicted by those practices and the criminal penalties associated with the practice.
- Recruit and co-facilitate a FGM Prevention and Outreach Working Group, in partnership with the International Institute of Minnesota, that will identify gaps in prevention and outreach efforts, effective prevention and outreach strategies, messaging, and potential collaborations. Workgroup members shall include, but will not be limited to, communities impacted by FGM, health care providers, state, federal and local agencies working on FGM, and other key stakeholders identified by MDH in consultation with DHS.
- Provide DHS with quarterly written updates on activities. This includes, but is not limited to, key activities, trainings, and community events planned or conducted by grant recipients, and FGM

Prevention and Outreach Working Group meeting notes and any workplan, strategies, or activities planned or completed by the Working Group.

1.2. DHS DUTIES:

DHS shall:

- Respond promptly to any requests from MDH to review or comment on materials or activities.
- Provide consultation, support, and technical assistance on an as-needed basis regarding child abuse and neglect prevention and outreach to communities, specific to FGM and in general.

2. CONSIDERATION AND TERMS OF PAYMENT.

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

- A. DHS will pay MDH according to the breakdown of costs in Exhibit A, which is attached and incorporated as part of this Agreement. MDH can make necessary budget adjustments of up to 10 percent of the budget. Any budget modification that is greater than 10 percent requires the prior approval of DHS. The total obligation of DHS for all compensation and reimbursement to MDH under this Agreement will not exceed one hundred ninety-nine thousand and forty five dollars (\$199,045).
- B. MDH will submit quarterly invoices, pursuant to sub-section 2.2 of this Agreement, for the amount of expenditures paid under this Agreement.

2.2 Terms of Payment. DHS shall pay MDH within thirty (30) days after MDH presents invoices for services performed.

- A. MDH shall submit invoices according to the following schedule:

<u>Service Period</u>	<u>Due Date</u>
January – March	April 30
April – June	July 30
July – September	October 30
October – December	January 30

2.3 Conditions of Payment. All services provided by MDH pursuant to this Agreement must be performed to DHS' satisfaction, as determined at the sole discretion of DHS' authorized representative.

3. Term of Agreement. This Agreement shall be effective on December 15, 2017, 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 June 30, 2019.

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

5. Authorized Representatives. DHS's Authorized Representative for the purposes of administration of this Agreement is Rebecca Wilcox, 651-431-4699, rebecca.wilcox@state.mn.us or her successor. MDH's Authorized Representative for the purposes of administration of this Agreement is Kristin Sweet 651-201-4888, kristin.sweet@state.mn.us or her successor. Each representative shall have final authority for acceptance of services of the other party and shall have the responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

6. Assignment. Neither MDH nor DHS shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

7. 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.

8. Liability. 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 liability of each party shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws.

9. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that DHS will not be disclosing or providing MDH information classified as "not public data" on individuals under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") under this Agreement. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that MDH will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS, for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, MDH is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, MDH is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If MDH has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, MDH will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, both parties must comply with the provisions of the Data Practices Act. Any data created, collected, received, stored, used, maintained or disseminated by either party in performing its duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes,

section 13.08 apply to the release of the data governed by the Data Practices Act by either party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

APPROVED:

1. Minnesota Department of Human Services:
Encumbrance Verification

By: Rubén Tucci
Title: Contract Coordinator
Date: 11/30/17
SWIFT Contract No.: IAK 135291

2. Minnesota Department of Health

By: M. N. Udean
With delegated authority
Title: Accounting Supervisor Principal
Date: 12/7/17

3. Minnesota Department of Human Services

By: [Signature]
With delegated authority
Title: Division Director
Date: 12/14/2017

Distribution:

DHS – Original (fully executed) contract

MDH

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

Exhibit A

Minnesota Department of Human Services – Minnesota Department of Health Interagency Agreement
Female Genital Mutilation Prevention and Outreach Budget

Salary and Fringe	\$39,141	
Ann Linde (Planner Sr)/0.22 FTE/\$32.94		
Ellen Frerich (Public Health Nursing Adv Sr)/0.09FTE /\$45.50		
To be named (Student Worker Paraprofessional, Sr)/ 0.20 FTE/\$18.34		
Or their successors		
Supplies and Expenses	\$2,500	
Grants to organizations for community outreach		\$100,000
Contracts or annual plans for expert partners to participate or lead community events		\$20,000
Indirect costs (shared administrative support and service functions, such as facility rental, department management, human resources and information technology systems)		\$37,404
Total	\$199,045	

AMENDMENT FOR INTERAGENCY AGREEMENT

Amendment Number: 1 to GRK% 137137

Grant Contract Start Date: February 1, 2018

Original Grant Contract Expiration Date: December 31, 2019

Current Grant Contract Expiration Date: December 31, 2019

Requested Grant Contract Expiration Date: December 31, 2019

Original Grant Contract Amount: \$ 1,812,688

Total Grant Contract Amount: \$ 3,648,153

Previous Amendment(s) Total: \$ 0

Amendment Amount: \$ 1,835,465

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Disability Services Division ("STATE") and Minnesota Department of Health ("GRANTEE"), identified as No. 1 to Interagency Agreement IAK%137137; and

Recitals

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

WHEREAS the federal Ryan White CARE Act, Pub.L. 101-381, 104 Stat. 576, provides funding to states for HIV/AIDS support services, healthcare provider training programs, and technical assistance to organizations that work with people infected with HIV/AIDS.

WHEREAS DHS Minn. Stat. 256.01, subd. 2(a)(6) authorizes DHS to make contracts and grants with public agencies to carry out its duties, and 256.01, subd. 20, authorizes DHS to administer federal funds to provide comprehensive health and support services to people with HIV/AIDS and utilize ADAP rebate funds in accordance with HRSA guidelines.

Revised 04/2015

WHEREAS Minnesota Statutes Section 144.0742 authorizes MDH to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed public health services.

WHEREAS, Minnesota Statutes Section 144.05, Subdivision 1(b), authorizes MDH to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness and disease and the limitation of disabilities resulting therefrom.

WHEREAS, MDH is responsible to coordinate and integrate local, state, and federal programs and services affecting the public's health pursuant to Minnesota Statutes § 144.05, subd. 1(f).

WHEREAS, the Requesting Agency requires the Providing Agency to provide the services included in the original interagency agreement, and requires the Providing Agency to provide additional services,

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.

Therefore, the parties agree that:

REVISION 1: Clause 1.1, 2a "Providing Agency's Duties" is amended as follows:

1. Program Implementation
 - a. Administer Ryan White HIV/AIDS Treatment Extension Act of 2009 HRSA Supplemental (hereinafter Part B) and Rebate funds in the amount of ~~one million, eight hundred twelve thousand, six hundred eighty-eight dollars (\$1,812,688)~~ three million, six hundred and forty eight thousand, one hundred fifty three dollars (\$3,648,153) through legal contracts with appropriate subcontractors as outlined in the attached budget "~~Attachment B Budget,~~" "Attachment B.1 Budget" which is attached and incorporated into this Agreement, to provide eligible services for the following Health Resources and Services Administration (HRSA) Ryan White HIV/AIDS Program funding categories as outlined in the Work Plans (Attachments A and A.1):
 - i. Early Intervention Services (EIS): activities to increase an individual's awareness of their HIV status and , if needed, facilitate access to the HIV care system using HIV testing, referral services, health literacy/education and linkage to care.
 - ii. Outreach Services to Targeted Populations: activities to identify people with unknown HIV disease or those who know their status so that they may become aware of, and may be enrolled in care and treatment services.
 - iii. Provide culturally specific psychosocial programs to American Indians living with HIV to improve health through engagement or reengagement in care.

REVISION 2: Clause 1.1, 3a "Providing Agency's Duties"

3. Quarterly Reporting

- a. PROVIDING AGENCY will provide REQUESTING AGENCY with quarterly, written reports outlining the work accomplished in the Work Plan (Attachments A and A.1). Reports will be submitted on the following schedule each year of the agreement:

Service Period	Report Due By
February 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 31
October 1 – December 31	January 31

REVISION 3: Clause 2.1, A

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. REQUESTING AGENCY shall pay PROVIDING AGENCY the amount of ~~one million, eight hundred twelve thousand, six hundred eighty-eight dollars (\$1,812,688)~~ three million, six hundred and forty eight thousand, one hundred fifty three dollars (\$3,648,153) as described in Attachment B.1, Budget.

REVISION 4: Clause 2.2 Terms of Payment

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.

<u>Service Period</u>	<u>Invoice Due</u>
<u>February 1 – March 31</u>	<u>April 15</u>
<u>April 1 – June 30</u>	<u>July 15</u>
<u>July 1 – September 30</u>	<u>October 15</u>
<u>October 1 – December 31</u>	<u>January 15</u>

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

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: Bob Burns

Date: 10-26-18

Grant No: GRK137137

3. STATE AGENCY

Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.

By (with delegated authority): Carrie

Title: Assistant Comm

Date: 11-19-18

2. GRANTEE

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the Grantee.

By: Dawn McLean

Title: Accounting Supervisor Principal

Date: 11/3/18

I certify that the signatories for the Grantee have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the Grantee to the terms of this grant contract.

(Attorney for Grantee)

By: _____

Title: _____

Date: _____

ATTACHMENT A.1

**MDH HRSA Supplemental
WORK PLAN – Amendment 1**

Minnesota Department of Health has current relationships with many community-based and clinic-based sites with experience and expertise around HIV prevention, testing and care within the Black and Latino communities, particularly MSM and IDU/MSM populations. Many of these agencies are within the high prevalence zip codes identified by MDH in the 11-county metropolitan area. MDH has similar partnerships with agencies serving the Greater Minnesota area. DHS will contract with MDH to leverage these relationships to implement targeted HIV testing within these communities to increase the number of individuals who know their HIV status, are linked to HIV medical care and/or referred to pre-exposure prophylaxis (PrEP) and syringe services. Active linkage to care will include testing site staff assuring newly diagnosed individuals are completing their first HIV medical care appointment. Testing and linkage activities will be incentivized to increase the number of individuals tested and actively linked to care.

<i>Objective 1: Implement HIV Outreach and EIS within Black and Latino community, specifically MSM and MSM/IDU in the following zip codes having the highest disease burden: 55407, 55403, 55404, 55408, 55411, 55412, 55106, 55406, and 55405 55422.</i>		
Task	Projected Outcome	Measurement (Data Source)
Contract with Minnesota Department of Health (MDH) to implement HIV testing in target populations.	Inter-agency agreement developed and executed between DHS and MDH	Signed Inter-agency agreement (IAA) (Finalized IAA)
MDH collaborates with community-based organizations (CBOs) and clinics to provide HIV testing and/or services to individuals living with HIV in target populations.	MDH funds eight-seven agencies with experience and expertise implementing HIV testing within target populations.	Seven contractual agreements signed and executed (Final Contracts)
Contracted agencies will implement HIV outreach testing	10,500 tests (1,500 tests per agency or clinic) 2,800 tests (400 tests per agency or clinic)	# individuals tested (CAREWare) # positive individuals identified
Active linkage to HIV medical care and referrals to core medical and support services	105 newly diagnosed positives are actively linked 100 percent of newly diagnosed positives are actively linked	# positives linked to HIV medical care (CAREWare) # positives referred to Ryan White Services

Referrals made to PrEP services for high-risk negatives	Referrals are made and documented	# negative individuals linked to PrEP services (Quarterly Reports) # negative individuals linked to syringe services
MDH analyzes and documents HIV testing outcomes for DHS	Quarterly reports to DHS	Approved quarterly reports. (Quarterly Reports)
Objective 2: Implement HIV Outreach and EIS in Olmstead, Mower and Stearns counties targeting foreign-born individuals and within St. Louis, Olmsted, Benton and Clay counties targeting injection drug users.		
Task	Projected Outcome	Measurement (Data Source)
Contract with Minnesota Department of Health (MDH) to implement HIV testing in target populations.	Inter-agency agreement developed and executed between DHS and MDH	Signed Inter-agency agreement (IAA) (Finalized IAA)
MDH collaborates with one community-based organization (CBO) and/or clinics to provide HIV testing and/or services to individuals living with HIV in target populations.	MDH funds one agency with experience and expertise implementing HIV testing within target populations.	One contractual agreement signed and executed (Final Contracts)
Contracted agencies will implement early intervention and outreach services.	1,500 tests per agency or <u>clinic 400 tests per agency or clinic</u>	(CAREWare) # of newly diagnosed positives individuals identified # of out-of-care individuals identified
Active linkage to HIV medical care and referrals to core medical and support services. Through outreach services, individuals who know their status but have dropped out or care will be reconnected	105 newly diagnosed positives are actively linked <u>100 percent of newly diagnosed positives are actively linked</u> 20 individuals will be re-engaged in HIV medical care	(CAREWare) # of newly diagnosed positives linked to HIV medical care # of newly diagnosed positives referred to core medical and support services # of known PLWH linked to care through Outreach services.
Referrals made to PrEP services for high-risk negatives	Referrals are made and documented in client files	(Quarterly Reports) # of negative individuals linked to PrEP services. # of negative individuals linked to syringe services.

MDH analyzes and documents HIV testing outcomes for DHS	Quarterly reports to DHS	Approved quarterly reports. (Quarterly Reports)
Objective 3: Implement HIV Outreach and EIS targeting residents of Greater Minnesota with highest numbers of incidence of new HIV infections over the last 10 years.		
Task	Projected Outcome	Measurement (Data Source)
<u>Contract with Minnesota Department of Health (MDH) to implement HIV testing in target populations.</u>	<u>Inter-agency agreement developed and executed between DHS and MDH</u>	<u>Signed Inter-agency agreement (IAA)</u> (Finalized IAA)
<u>MDH collaborates with local public health (LPH) and/or clinics to provide HIV testing and/or services to individuals living with HIV in Greater MN.</u>	<u>MDH funds four agencies with experience and expertise implementing HIV testing in Greater MN.</u>	<u>Four contractual agreements signed and executed (Final Contracts)</u>
<u>Contracted agencies will implement early intervention and outreach services.</u>	<u>200 tests (100 tests per agency or clinic)</u>	(CAREWare) <u># of newly diagnosed positives individuals identified</u> <u># of out-of-care individuals identified</u>
<u>Active linkage to HIV medical care and referrals to core medical and support services. Through outreach services, individuals who know their status but have dropped out or care will be reconnected</u>	<u>100 percent of newly diagnosed positives are actively linked</u> <u>10 individuals will be re-engaged in HIV medical care</u>	(CAREWare) <u># of newly diagnosed positives linked to HIV medical care</u> <u># of newly diagnosed positives referred to core medical and support services</u> <u># of known PLWH linked to care through Outreach services.</u>
<u>Referrals made to PrEP services for high-risk negatives</u>	<u>Referrals are made and documented in client files</u>	(Quarterly Reports) <u># of negative individuals linked to PrEP services.</u> <u># of negative individuals linked to syringe services.</u>
MDH analyzes and documents HIV testing outcomes for DHS	Quarterly reports to DHS	Approved quarterly reports. (Quarterly Reports)
Objective 4: Implement HIV Outreach and EIS in Mille Lacs County, Cass County, Beltrami County, Red Lake and Mahanomen areas targeting American Indians.		
Task	Projected Outcome	Measurement (Data Source)
<u>Contract with Minnesota Department of Health (MDH) to implement HIV</u>	<u>Inter-agency agreement developed and executed between DHS and MDH</u>	<u>Signed Inter-agency agreement (IAA)</u> (Finalized IAA)

<u>testing in target populations.</u>		
<u>MDH collaborates with tribal health and/or Indian Health Services clinics to provide HIV testing and/or services to American Indians living with HIV..</u>	<u>MDH funds four agencies with experience and expertise implementing HIV testing within target populations.</u>	<u>Four contractual agreements signed and executed (Final Contracts)</u>
<u>Contracted agencies will implement early intervention and outreach services.</u>	<u>200 tests (100 tests per agency or clinic)</u>	<u>(CAREWare)</u> <u># of newly diagnosed positives individuals identified</u> <u># of out-of-care individuals identified</u>
<u>Active linkage to HIV medical care and referrals to core medical and support services. Through outreach services, individuals who know their status but have dropped out or care will be reconnected</u>	<u>100 percent of newly diagnosed positives are actively linked</u> <u>10 individuals will be re-engaged in HIV medical care</u>	<u>(CAREWare)</u> <u># of newly diagnosed positives linked to HIV medical care</u> <u># of newly diagnosed positives referred to core medical and support services</u> <u># of known PLWH linked to care through Outreach services.</u>
<u>Referrals made to PrEP services for high-risk negatives</u>	<u>Referrals are made and documented in client files</u>	<u>(Quarterly Reports)</u> <u># of negative individuals linked to PrEP services.</u> <u># of negative individuals linked to syringe services.</u>
<u>MDH analyzes and documents HIV testing outcomes for DHS</u>	<u>Quarterly reports to DHS</u>	<u>Approved quarterly reports. (Quarterly Reports)</u>
Objective 3 Objective 5: Provide ADAP medication assistance for PLWH newly diagnosed or re-engaged in care through EIS and Outreach services who do not have access to health care coverage		
Task	Projected Outcome	Measurement (Data Source)
<u>Outreach and EIS workers will refer and link clients to medical case management, benefits counseling or other services to assess insurance status and assist with applications to Program HH. Outreach and EIS programs will refer HIV-positive clients to medical case management, benefits</u>	<u>Referrals and linkage are made and documented in client files. 90 percent of newly diagnosed or newly engaged clients will be assessed for access to health care coverage. Referrals will be made to medical case management or benefits counseling and documented in client files.</u>	<u>(CAREWare)</u> <u># of newly diagnosed and re-engaged clients who have had medical visit during project year.</u>

<u>counseling or other services to assess insurance status and assist with applications to ADAP or other sources of coverage such as Medicaid or MinnesotaCare.</u>		
<u>Program HH (ADAP)</u>	<u>Increased number of clients using ADAP drug assistance through Program HH from the zip codes and rural counties where EIS and Outreach are offered to 50 percent.</u>	<u>(MMIS and CAREWare)</u> <u>Quarterly assessment of proposed counties and zip codes.</u>
<i><u>Objective 6: Provide culturally specific psychosocial programs to American Indians living with HIV to improve health through engagement or reengagement in care.</u></i>		
<u>Task</u>	<u>Projected Outcome</u>	<u>Measurement (Data Source)</u>
<u>Ensure people living with HIV strengthen social and cultural connections that support HIV health, connection to and retention in care.</u>	<u>At least 30 eligible individuals living with HIV participate in psychosocial services that emphasize traditional American Indian teachings on health and wellness, and community connections</u>	<u>(CAREWare)</u> <u># of clients linked to care</u> <u># of clients with health care visit</u>
<u>Contracted agency will provide monthly support groups</u>	<u>At least 30 individuals living with HIV will participate in a support group over the course of the contract period</u>	<u>(CAREWare)</u> <u># connected to care identified</u> <u># attending group</u>
<u>Contracted agency will coordinate four wellness events to further strengthen understanding and connection to American Indian culture and traditions</u>	<u>8 individuals living with HIV will participate in quarterly culturally specific events</u>	<u>(CAREWare)</u> <u># connected to care</u> <u># attending event</u>

ATTACHMENT B.1
MDH Budget - Year 1 - HRSA Supplemental
2/1/18 -12/31/18

Sub-recipient:	% FTE	Contract Number:	For fiscal year:
		Amount to Contract	Notes
I. Personnel			
Health Program Representative, Senior (Jessica Barry, \$69,056)	25%	\$ 17,264.00	Program Specialist - Contract Manager
Student Worker (TBD, \$37,461)	50%	\$ 18,731.00	Student Worker
Personnel Subtotal	0.75	\$ 35,995.00	
Fringe		6,939.00	Fringe benefits are calculated at 31.9% on salaries and wages for full time staff and 7.65% for students. \$17,264 x 31.9% = \$5,507 (HPR Senior) + \$18,713 x 7.65% = \$1,432 (Student) = \$6,939
Total Personnel	0.75	\$ 42,934.00	
II. Consultant/Contractual			
Outreach and Early Intervention Services Contracts		831,600.00	a. The below programs will provide outreach and EIS services to the 10 most affected zip codes in MN targeting Black and Hispanic MSM and MSM/IDU. Annex Teen Clinic - Minneapolis, MN North Point Clinic - Minneapolis, MN Turning Point - Minneapolis, MN African American AIDS Task Force - Minneapolis, MN Clinic 555 - St. Paul, MN Westside Clinic - St. Paul, MN Aliveness Project - Minneapolis, MN b. The below program will target the 6 counties in Greater MN that have the most prevalence with IDU and foreign born individuals who are at highest risk for acquiring HIV. Rural AIDS Action Network - Greater MN, various locations c. Each agency will be funded for \$103,950: 1 FTE based on current grantees = \$76,200 1,500 tests (\$10 per test kit) = \$15,000 Clia Waiver \$250 per agency = \$250 Communications and Educational Materials = \$10,000 Travel = \$2,500
Total Consultant/Contractual		\$ 831,600.00	
Travel			
Mileage		\$ 6,420.00	1000 miles x 12 months x \$.535/mile = \$6,420 Travel for trainings, technical assistance needs and grant management to all funded sites.
Total Travel		\$ 6,420.00	
III. Supplies			
Office Supplies		\$ 188.00	Funds for miscellaneous offices supplies are requested for all positions (\$250 per FTE (.75 FTE)).
Total Supplies		\$ 188.00	
IV. Other Program Costs			
Copy cost and communication expenses		\$ 225.00	Photocopying and communications (including cellphones for designated staff and long distance telephone communications). Funds are requested for all positions (\$300 per FTE (.75 FTE)).
Total Other Program Costs		\$ 225.00	
Total Direct Program Costs		\$ 881,367.00	
V. Administration/Indirect			
Administrative/Indirect	10%	\$ 24,977.00	\$249,767 X 10% (MDH only charges indirect costs on the first \$25,000 of each subcontract)
Total Administration/Indirect		\$ 24,977.00	
Total of All Categories I-V		\$ 906,344.00	
Admn %		3%	

ATTACHMENT B:1
MDH Budget - Year 2 - HRSA Supplemental
1/1/19 - 12/31-19

Sub-recipient:	% FTE	Contract Number: Amount to Contract	For fiscal year: Notes
I. Personnel			
Health Program Representative, Senior (TBD, \$71,471)	100%	\$ 71,471.00	EIS HIV Testing Coordinator (Metro)
Health Program Representative, Senior (TBD, \$71,471)	100%	\$ 71,471.00	EIS HIV Testing Coordinator (Greater MN)
Health Program Representative, Senior (Jessica Barry, \$71,471)	25%	\$ 17,868.00	Program Specialist - Contract Manager
Research Scientist III (TBD, \$75,356)	100%	\$ 75,356.00	ELR Manager
Student Worker (TBD, \$39,985)	50%	\$ 19,993.00	Student Worker
Management Analyst II (TBD, \$63,162)	100%	\$ 63,162.00	CAREWare/Evaluation Web Trainer
Clinical Nurse Specialist (TBD, \$96,008)	100%	\$ 96,008.00	HIV Clinical Educator
Health Program Representative, Intermediate (TBD, \$63,162)	100%	\$ 63,162.00	Surveillance HPR
Personnel Subtotal	6.75	\$ 478,491.00	
			Fringe benefits are calculated at 31.1% on salaries and wages for permanent employees (6.25 FTE) calculated fringe for students is 7.65% (.50 FTE). Estimated Fringe Benefit Rate: FICA: 6.20% Medicare: 1.45% Retirement: 5.25% Insurance: 18.20% Total: 31.10%
Fringe		144,122.00	
Total Personnel	6.75	\$ 622,613.00	
II. Consultant/Contractual			
Outreach and Early Intervention Services Contracts		\$ 1,852,650.00	The below programs 1-7 will provide outreach and EIS services to the 10 most affected zip codes in MN targeting Black and Hispanic MSM and MSM/IDU in the metro area. Contracts 8-9 will provide EIS and outreach services targeting populations in greater MN. Contracts 10-13 tribal clinics will provide outreach and EIS services to Native Americans residing in counties with the highest syphilis rates to increase HIV testing. Contracts 14-17 local public health agencies will provide outreach and EIS services within Greater MN areas with the highest incidence through their County Health Boards, contracts TBD. There will be 17 total EIS contracts, eight of which are currently funded through supplemental funding. 1. Annex Teen Clinic - Minneapolis, MN - \$103,950 2. Hennepin County, North Point Clinic - Minneapolis, MN - \$103,950 3. Turning Point - Minneapolis, MN - \$103,950 4. African American AIDS Task Force - Minneapolis, MN - \$103,950 5. Ramsey County, Clinic 555 - St. Paul, MN - \$103,950 6. Westside Clinic - St. Paul, MN - \$103,950 7. Aliveness Project - Minneapolis, MN - \$103,950 8. Rural AIDS Action Network - Greater MN - \$112,500 9. Family HealthCare - Greater MN - \$112,500 10. White Earth Nation - White Earth - \$112,500 11. Ball Club - Deer River / Bemidji Tribal Clinics - Bemidji - \$112,500 12. Leech Lake Band of Ojibwe - Case Lake - \$112,500 13. Indian Health Services - Red Lake, MN - \$112,500 14. Mower Community Health Boards - Greater MN - \$112,500 15. St. Louis Community Health Boards - Greater MN - \$112,500 16. TBD Community Health Boards - Greater MN - \$112,500 17. TBD Community Health Boards - Greater MN - \$112,500
Children's Hospital		\$ 50,000.00	After seeing a marked increase of unreported perinatal HIV cases to both MDH and the Minnesota perinatal HIV program, Children's and MDH have identified a need for increased education and outreach to Obstetric/gynecologic specialists and Infectious Disease providers across the state. Children's will focus on their obligation to report pregnant, HIV positive women to the state health department as well as the care coordination services and benefits of the Minnesota perinatal HIV program. When women are not reported in a timely manner, not only is there a lack of resources and services offered to the woman, but there is also a higher risk of vertical HIV transmission, inadvertent HIV disclosure to friends and/or family, and risk of the newborn child missing necessary care and treatment. Having a physician discuss perinatal treatment recommendations, cases where there have been transmissions or near misses, and the benefits of care coordination services will be extremely beneficial, as the physician can answer any medical questions the physicians may have. This outreach will be targeted at specific clinics and hospitals, which Children's and MDH identify, based on lack of proficiency in serving this population. This project will work across the state and promote the perinatal HIV care coordination, better reporting, and educate on perinatal HIV topics. a. Principle Investigator Salary Base Salary % effort Requested Salary Fringe Benefits Salary Request \$ 189,600 13% \$ 24,648 \$ 6,900 \$ 31,548 b. Co-Investigator Salary \$ 70,000 10% \$ 7,000 \$ 1,932 \$ 8,932 Supplies \$2,974 Travel \$2,000 Indirect \$4,546 Total \$50,000
Indigenous Peoples Task Force		\$ 26,430.00	Psychosocial Support
Total Consultant/Contractual		\$ 1,929,080.00	

ATTACHMENT B.1
MDH Budget - Year 2 - HRSA Supplemental
1/1/19 - 12/31-19

Travel			
Mileage		\$ 6,000.00	Mileage for the EIS coordinator for greater MN. This will allow the coordinator to do training and site visits in greater MN. 917 miles/month x 12 months x \$.545/mile = \$6,000
Air travel		\$ 1,200.00	Out of state travel for two staff to attend the Ryan White All Grantee meeting. Flight: \$600 x 2 staff = \$1,200
Meals		\$ 264.00	Out of state travel for two staff to attend the Ryan White All Grantee meeting. Meals: \$44 x 3 nights x 2 staff = \$264
Ground transportation		\$ 173.00	Out of state travel for two staff to attend the Ryan White All Grantee meeting. Ground Transportation: \$86.50 x 2 staff = \$173
Hotel		\$ 900.00	Out of state travel for two staff to attend the Ryan White All Grantee meeting. Hotel \$150 x 3 nights x 2 staff = \$900
Total Travel		\$ 8,537.00	
III. Supplies			
Office Supplies		\$ 1,688.00	General office supplies are calculated and requested for all positions (\$250 per FTE x 6.75)
Computer		\$ 10,800.00	Computers 6 @ \$1,800
Total Supplies		\$ 12,488.00	Computers will need to be purchased for all new positions.
IV. Other Program Costs			
Space reconfiguration costs		\$ 50,000.00	Due to the increase in staff, a reconfiguration of space at MDH will need to be done to allow for more cubical space.
Copy cost and communication expenses		\$ 2,025.00	Photocopying and communications (including cellphones for designated staff and long distance telephone communications, office photocopy costs). Funds are requested for all positions (\$300 per FTE x 6.75).
Total Other Program Costs		\$ 52,025.00	
Total Direct Program Costs		\$ 2,624,743.00	
V. Administration/Indirect			
Administrative/Indirect	10%	\$ 117,066.00	Indirect charges are calculated at 10% on all direct charges except contractual items greater than \$25,000. Salaries and Wages \$478,490 Fringe Benefits \$144,122 Travel \$8,537 Equipment \$0 Supplies \$10,800 Contractual Costs \$475,000 Construction \$50,000 Other \$3,713 Total \$1,170,662 x 10% = \$117,066
Total Administration/Indirect		\$ 117,066.00	
Total of All Categories I-V		\$ 2,741,809.00	
Admin %			4%



AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2018-072

WHEREAS, the State of Minnesota, **Minnesota Department of Health**, has an interagency agreement identified as **2018-072** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **1, 3 and 4** of the original contract shall be amended to read:

1. Services to be Performed:

The Division agrees that through its Master Contract with Trissential it will sub-contract with Trissential to provide consulting services as identified in Exhibit A and A-1, which is are attached and incorporated as part of this contract.

3. Consideration and Terms of Payment:

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

Up to ~~233,683~~ hours at a rate of \$150.00 per hour for services provided by Pam DeGrote, Trissential, and up to ~~\$2,800.00~~ \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$37,800.00~~ \$110,450.00.

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

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

4. Effective Dates:

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

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: <i>Dawn Udean</i> Title: Accounting Supervisor Principal Date: <i>4/13/18</i>	By: <i>Renda E Keppa</i> Title: Business Manager Date: <i>April 6, 2018</i>



DEPARTMENT OF HEALTH

Interagency Agency Agreement Amendment # 1

Approval Form for Division Management

MDH Internal Form for Division Management

Division & Section: Environmental Health/Drinking Water Protection	Program: Administrative
Contractor: Minnesota Management & Budget, Management Analysis Division	Contract Period: 01/1/2018 – 04/30/2018 <u>09/30/2018</u>
Original Contract Number (amendments only): Contract No. 134947 / PO No. 3000053618	Contract Amount: \$37,800.00-\$110,450.00

Interagency Agreement: Amendment #1
MAD Project Agreement: 2018-072 – Trissential Contractor
Time and Money amendment

If this is a contract:

1. A professional/technical contract is the proper vehicle for this agreement. This should not be a grant, interagency agreement, annual plan agreement, or any other type of contract. Yes No -Not Applicable
2. At present, there are no unresolved 16A.15/16C.05 violations associated with this contract. If there is such a problem, the required form is attached. Yes No
3. This agreement was drafted using the most current templates, as prescribed by the Department of Administration. Any deviations from the template have been reviewed and approved *in advance* by Financial Management. Yes No
4. The timeframe set forth in this contract is within the scope of the certification and any required RFP or other solicitation. The duties prescribed by this contract can be accomplished with the allotted funding, and are within the scope of the certification and any RFP or other solicitation. The project is within the proposed budget, and there is adequate state and/or federal funding available. Yes No -- Not Applicable
5. If this is a single/sole source contract, it has been approved by the Department of Administration. Yes No -- Not Applicable
6. All materials related to the RFP, the selection process, and the contractors selected are complete and available for review if necessary. Yes No -- Not Applicable
7. The contract certification has been reviewed, approved, and signed. Yes No -- Not Applicable
8. At present, there is no conflict of interest presented by this contract. The selection of the contractor was not the result of collusion, prior relationships, the giving or promise of a gift,

compensation, fraud, or improper influence exerted by any person or entity. Necessary actions will be taken if a conflict of interest emerges in the future. **Yes** **No**

9. This contract is in support of a program which is aligned with the mission of the Minnesota Department of Health and is an appropriate expenditure of the funding source. **Yes** **No**
10. If this contract involves a former state employee, it has been screened and approved by HRM. If this contract has a consulting, training, coaching or another learning component for internal staff development, it has been screened and approved by HRM, Center for Workforce Development. If this contract has a communications component (e.g., web pages, news releases, broadcast communications, etc.), it has been screened and approved by the Communications Office. **Yes** **No** -- Not Applicable
11. The contractor who is a party to this contract is not a debarred or suspended vendor on the state or federal lists. Both lists have been checked and it has been verified that the contractor is eligible to do business with the United States Government and the State of Minnesota. **Yes** **No**
12. This contract was written in accordance with the Minnesota Human Rights Act, § 363A.36. If this contract is valued in excess of \$100,000 and the contractor had more than 40 full-time employees in Minnesota on a single working day during the previous 12 months, the Commissioner of the Department of Human Rights has issued a certificate of compliance. If the other party to this contract is a city, county, or school district, then the contractor is a political subdivision and is exempt from the requirement to obtain a certificate of compliance. -- Not Applicable

If this is an amendment: Yes, Amd #1

13. All of the previous statements, numbered 1 through 10, are true and correct to the best of my knowledge. **Yes** **No**
14. The initial contract period, plus this amendment and any other amendments, does not exceed five years. **Yes** **No**
15. This amendment entails tasks that are substantially similar to those in the original contract, or tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. Contracts may only be amended within the scope of the original certification and RFP.
Yes **No**
16. This amendment serves the interest of the State of Minnesota better than a new contract, and will cost no more. **Yes** **No**
17. Financial Management has been provided with copies of the original executed contract and any previous executed amendments, to ensure an informed and thorough review. **Yes** **No**
18. If this is a previously proposed amendment that has been declined by Financial Management, this is clearly noted and all changes to address the issue are highlighted. **Yes** **No** -- Not Applicable
19. There is an adequate rationale to support the extension of time or the addition of more money or duties. Even if this amendment is no-cost, a sufficient explanation has been provided.
Yes **No**
20. The original contract has not expired, and will not expire before it is amended. If the contract has expired, Financial Management has been notified of the same, including an explanation of why

the contract lapsed before it was amended, and confirmation that the contractor has been ordered to stop work immediately. Yes No


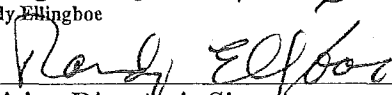
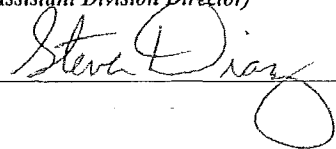
In case of both contracts and amendments whose total exceeds \$25,000:

21. In order to comply with Minnesota Statutes section 16C.08, subdivision 4(c), within 30 days of final completion of this agreement, MDH shall prepare a report in connection with this contract. The report shall be electronically submitted to the Commissioner of the Department of Administration, who shall make it available publicly and submit a copy to the Legislative Reference Library. The information in the report will not be false, defamatory, or prepared with malicious intent to harm the contractor. Instead, the report will:

- summarize the purpose of the contract, including why it was necessary to enter into the contract;
 - state the amount of money spent on the contract;
 - if the contract was based on a sole source justification, explain why MDH determined there was only a single source for the services; and
 - include a written performance evaluation of the work done under the contract, including an appraisal of the contractor's timeliness, quality, cost, and overall performance in meeting the terms and objectives of the contract.
- Yes No

PLEASE NOTE:

Divisions should submit contracts and amendments at least six weeks in advance of the effective date. If submitted less than six weeks in advance, all necessary reviews and approvals may not occur by the intended effective date of the contract and could delay the implementation of the contract. The department is relying on the statements made on this approval form as part of its review process. This form addresses the problems most commonly encountered by Financial Management. It does not address every possible issue. Financial Management may request additional information or changes.

Authorized Representative's Signature: Dan Symonik 	Date: 4-10-18
Manager's Signature: Randy Ellingboe 	Date: 4-10-18
Division Director's Signature: (or Assistant Division Director) 	Date: 4-11-18



**AMENDMENT to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES
AGREEMENT NUMBER 2018-090**

WHEREAS, the State of Minnesota, Minnesota Department of Health, has an interagency agreement identified as 2018-090 with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

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

3. Consideration and Terms of Payment:

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

Up to ~~1,000~~ 3,000 hours at a rate of \$145.00 per hour for services provided by Trissential, and up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$153,000.00~~ \$443,000.00.

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

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

4. Effective Dates:

This agreement is effective January 1, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, ~~2018~~ 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: <i>Sherry Kromschroeder</i> Sherry Kromschroeder Title: Financial Management Director Date: <u>6-29-18</u>	By: <i>Renda E Rappa</i> Renda E Rappa Title: Business Manager Date: <u>June 5, 2018</u>



MAD Project Number: 2018-090
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Health

MAD Contact: Renda Rappa

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$153,000.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

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

Contract: 136391 / 1/5/18 / Jcn
 Number/Date/Entry Initials

Order: 54477 / 1/5/18 / Renda Nelson
 Number/Date/Signatures

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

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

1. Services to be Performed:

The Division agrees that through its Master Contract with Trissential it will sub-contract with Trissential to provide consulting services as identified in Exhibit A, which is attached and incorporated as part of this contract.

2. Contacts:

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

3. Consideration and Terms of Payment:

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

Up to 1,000 hours at a rate of \$145.00 per hour for services provided by Trissential, and up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$153,000.00.

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

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

4. Effective Dates:

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

5. Cancellation:

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

6. Requesting Agency's Authorized Agent:

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

7. Interagency Agreement Authorization:

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

8. Amendments:

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

9. State Audit:

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

10. Liability:

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

Approved:

1. Requesting Agency	2. Management Analysis and Development
By: Dawn Udean Title: Accounting Supervisor Principal Date: 1/5/18	By: Renda E Rappa Title: Business Manager Date: Jan 4, 2017

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is by and between the Minnesota Department of Health ("MDH") and the Minnesota Board on Aging ("MBA").

Recitals

WHEREAS, pursuant to Minnesota Statutes section 144.05, subdivision 1, MDH's agency mission is to develop and maintain an organized system or programs and services for protecting, maintaining, and improving the health of Minnesota's citizens; and

WHEREAS, pursuant to Minnesota Statutes section 256.975, subdivision 2, the duties of MBA include, among other things, creating public awareness of the special needs and potentialities of older persons, gathering and disseminating information about research and action programs in the field of aging, and providing continuous review of ongoing services, programs, and proposed legislation affecting the elderly in Minnesota; and

WHEREAS, pursuant to Minnesota Statutes section 256.975, subdivision 7, MBA maintains a Senior LinkAge telephone line as the place for citizens to call for aging services and information; and

WHEREAS, MBA also maintains a Disability Linkage Line to disseminate information and resources pertaining to people who have disabilities. *Ibid.*; and

WHEREAS, MBA also maintains aging information on its MinnesotaHelp.info web site, including housing options for senior citizens and people with disabilities. *Ibid.*; and

WHEREAS, with the passage of time, the MinnesotaHelp.info site has been utilized by other Minnesota state boards and agencies, including MDH, to transmit not only information about the elderly and people with disabilities, but also information about adolescents and youth with special needs

WHEREAS, the Minnesota legislature established a family home visiting program for purposes of fostering healthy beginnings, improving pregnancy outcomes, promoting school readiness, preventing child abuse and neglect, reducing juvenile delinquency, promoting positive parenting and resiliency in children, and promoting family health and economic self-sufficiency for children and families. See Minn. Stat. § 145A.17, subd. 1; and

WHEREAS, Title V of the Social Security Act authorizes MDH, through both its Maternal and Child Health Program and its Maternal, Infant and Early Childhood Home Visiting Program, to assure that pregnant women and families with young children have access to and are referred to appropriate community services to fully meet their needs; and

WHEREAS, pursuant to Minnesota Statutes section 4.045, the Children's Cabinet has a focus on early childhood systems reform, and accordingly, the Minnesota Departments of Education, Human Services and Health are committed to improving Minnesota's Early Childhood experience for young children and their families; and

WHEREAS, both MDH and MBA are empowered to enter into interagency agreements pursuant to Minnesota Statutes section 471.59, subdivision 10; and

WHEREAS, pursuant to Minnesota Statutes section 144.0742, MDH is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed public health services; and

WHEREAS, pursuant to Minnesota Statutes section 256.975, subdivision 2(8), MBA is empowered to award grants, enter into contracts, and adopt such rules as it deems necessary to carry out the board's mission; and

WHEREAS, MDH and MBA each desire to enter into a contract with one another whereby MBA will enter and code resource data for pregnant women and families with young children on MBA's MinnesotaHelp.info web page; and

WHEREAS, MBA is willing and able to perform the work requested by MDH, and MDH is willing and able to compensate MBA accordingly.

NOW, THEREFORE, based on the foregoing, the parties consent to be bound by the following:

Agreement

1. Duties:

1.1 MBA's Duties:

MBA shall:

- In partnership with MDH, identify the referral information and resources to MinnesotaHelp.info for the purpose of ensuring that families and providers can readily find and connect with appropriate resources;
- In partnership with MDH, identify critical key words and service descriptions that will enable families and organizations using MinnesotaHelp.info to locate applicable resources in their search;
- In partnership with MDH, assist with conducting focus groups of families and providers to include necessary information on MinnesotaHelp.info, and that its design supports user experience;
- Attend workgroup meetings as appropriate or as invited;
- Assure that all resource information identified is entered on MinnesotaHelp.info in an appropriate and timely manner;
- Respond in a timely fashion to all requested budget, work plan, reporting and billing requirements;
- Develop batch data integration strategies from the state agency data sources;
- Attend and update the Help Me Grow Strategic Workgroup as invited;
- Assist with developing training for new providers as applicable;

- Annually request updated information and follow-up with resources identified for pregnant women and young children and their families to assure information is correct and appropriately entered;
- Meet at least annually with MDH'S authorized representative or her designee;
- Submit by March 30, 2018 a work plan and budget for the time period 3/1/2018 to 9/30/2018 outlining how the work will be done. When reviewed and approved by MDH's authorized representative, the work plan and budget will be attached and incorporated into this Interagency Agreement;
- Submit by September 30 of each subsequent year an annual work plan and budget for the following years: 10/1/2018 to 9/30/2019; 10/1/2019 to 9/30/2020; and 10/1/2020 to 2/28/2021. After review and approval by MDH's authorized representative, the work plan and budget will be attached and incorporated into this Interagency Agreement; and
- In year two and year three, incorporate into the work plan and budget each year the design and implementation of a navigator tool. The "navigator" tool will make it easier for families and providers to find the information they need. The HMG Searchable Database work group, in consultation with the MBA, will identify the topic area for the navigator tool. Possible topic areas include, young children with developmental delays, pregnant women, or enhancing the Children with Special Health Needs Navigator.

1.2. MDH'S DUTIES:

MDH shall:

- In partnership with MBA, identify referral information and resources to be added to MinnesotaHelp.info to enable families and providers can readily find and connect with appropriate resources;
- In partnership with MBA, identify critical key words and service descriptions in MinnesotaHelp.info that will enable families and organizations to locate applicable resources in their search;
- In partnership with MBA, conduct focus groups of families and providers to assure that necessary information is included in MinnesotaHelp.info and that the design supports user experience;
- Assist in the testing of MinnesotaHelp.info to assure that appropriate resources for pregnant women and families with young children are identified when searched;
- Invite MBA to workgroup and steering committee meetings as appropriate;
- Actively participate on the HMG Searchable Database workgroup and the HMG Strategic work group; and
- Meet at least annually with MBA's authorized representative or her designee.

2. CONSIDERATION AND TERMS OF PAYMENT

2.1 Consideration. Consideration for all services performed by MBA pursuant to this Agreement shall be paid by MDH as follows:

- A. The total obligation of MDH for all compensation and reimbursement to MBA under this Agreement will not exceed three hundred thousand dollars (\$300,000).

- B. MBA will submit quarterly invoices, pursuant to sub-section 2.2 below, for the amount of expenditures to be paid under this Agreement.

2.2 Terms of Payment. Payment shall be made by MDH to MBA within thirty (30) days after MBA has presented invoices for services performed to MDH.

- A. Invoices must be submitted according to the following schedule:

March 2018 to June 30, 2018 by July 30th, 2018

July 1, – September 30, by October 30th

October 1, – December 31, by January 30th

January 1, – March 31, by April 30th

April 1, – June 30, by July 30th

MBA will ensure timely submission of invoices and inform MDH if there is a delay.

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

4. Terms of Agreement. This agreement shall be effective on ~~March 1, 2018~~, or upon the date that the final required signature is obtained by MBA, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later. **MBA must not begin work under this Agreement until this Agreement is fully executed and MBA has been notified by the MDH'S Authorized Representative to begin the work.**

This Agreement shall remain in effect through February 28, 2021, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first. Funds are available and payable effective March 1, 2018 for services and deliverables performed on or after March 1, 2018 by MBA under this Agreement.

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

6. Authorized Representatives. MDH'S authorized representative for the purposes of administration of this agreement is Janet Olstad janet.olstad@state.mn.us, Assistant Division Director of Community and Family Health, or her successor. MBA'S authorized representative for the purposes of administration of this agreement is Karl Benson, kari.benson@state.mn.us, Director of Aging and Adult Services/Executive Director of the MN Board on Aging, or her 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 MBA nor the MDH 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. MBA and MDH 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. MBA and MDH 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.

A. Both MDH and the MBA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as it applies to all data provide pursuant to this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated pursuant to this Agreement. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act by either the MBA or the MDH. If either party receives a request to release data created, collected, received, stored, used, maintained or disseminated pursuant to this Agreement, the party receiving such a request shall immediately notify and consult with the other party's Authorized Representative as to how to respond to the request.

D.

E.

F.

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Signature Page Follows

APPROVED:

1. MINNESOTA DEPARTMENT OF HEALTH ENCUMBRANCE VERIFICATION

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

By: David Dillon

Date: 4/6/18

SWIFT Contract No: 139371

SWIFT PO #: 55910

2. MINNESOTA BOARD ON AGING

By: Kari Beers

Title: Executive Director

Date: 4/18/18

3. MINNESOTA DEPARTMENT OF HEALTH

By: Dawn Udeen

With delegated authority

Title: Accounting Supervisor Principal

Date: 4/24/18 4/24/18-DEC

Vendor Name: Minnesota Management and Budget		Vendor Number: G100000000		Vendor Location Code:001	
Vendor Address: 400 CENTENNIAL OFFICE BLDG		Federal Employer I.D.:			
		MN Tax I.D. # (if applicable):			
Requestor's Name/Employee ID#: (required by SWIFT) Hardi Wangsabesari/01192747		Targeted TG/ED/VO Vendor?		Y / N	
		(Circle "Y" or "N" for all agreement types except grants and grant amendments.)			
Starting State Fiscal Year:	2019	Total Amount of Original Agreement:	\$	67,448	
Agreement Start Date:	10/05/2018	Total Amount of Original, plus ALL Previous Amendments:	\$		
Initial End Date:	01/31/2019	Total Amount of this Amendment ONLY:	\$		
Amd Revised End Date:		Grand Total (Original + all Amendments):	\$	67,448	
Please Check ONE option for Amendments:		Time Only		Money Only	
		Time and Money			

Special Instructions: _____


Does this contract contain not public data information? (circle one): Y / N

If "Y" provide a description for FM entry into SWIFT: _____

ACCOUNTING INFORMATION

State Fiscal Year 201 _____						
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount	Project Funding Start Date
1200	H123 3301	H12172H			\$67,448	07/01/2018
	H123				\$	
	H123				\$	
State Fiscal Year 201 _____						
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount	Project Funding Start Date
	H123				\$	
	H123				\$	
	H123				\$	
State Fiscal Year 201 _____						
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount	Project Funding Start Date
	H123				\$	
	H123				\$	
	H123				\$	

FINANCIAL MANAGEMENT USE ONLY

Encumbrance Signature		Date	10/17/18
Contract Number	149213	Origin Code	867
Purchase Order Number	61504	Source Type	
Category Code	80101500	Account ID	411903



MAD Project Number: 2019-076
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Health

MAD Contact: Renda Rappa

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$67,448.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: 10/5/18 End Date: 1/31/19

Contract: 149213 10/17/18 SR
 Number/Date/Entry Initials

Order: 3-61504 10/17/18 SR
 Number/Date/Signatures

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

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

1. Services to be Performed:

The Division agrees that through its Master Contract with Alliant Consulting, Inc. it will sub-contract with Alliant Consulting, Inc. to provide strategic consulting identified in Exhibit A, which is attached and incorporated as part of this contract.

2. Contacts:

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

3. Consideration and Terms of Payment:

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

Up to 303 hours at a rate of \$200.00 per hour for services provided by Alliant Consulting, Inc., and up to \$4,848.00 for contract management as documented by invoice prepared by the Division. The Division will also invoice up to \$2,000.00 for expenses incurred by Alliant Consulting Inc. The total amount the Division will invoice under this agreement shall not exceed \$67,448.00.

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

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

4. Condition of Payment:

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

5. Effective Dates:

This agreement is effective October 5, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until January 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representatives:

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

8. Interagency Agreement Authorization:

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

9. 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.

10. State Audit:

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

11. Liability:

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

Approved:

1. Management Analysis and Development	2. Minnesota Department of Health
By: <i>Renda E Rappa</i> Title: <i>Business Manager</i> Date: <i>Oct 4, 2018</i>	By: <i>[Signature]</i> Title: <i>Accounting Director</i> Date: <i>10/17/18</i>

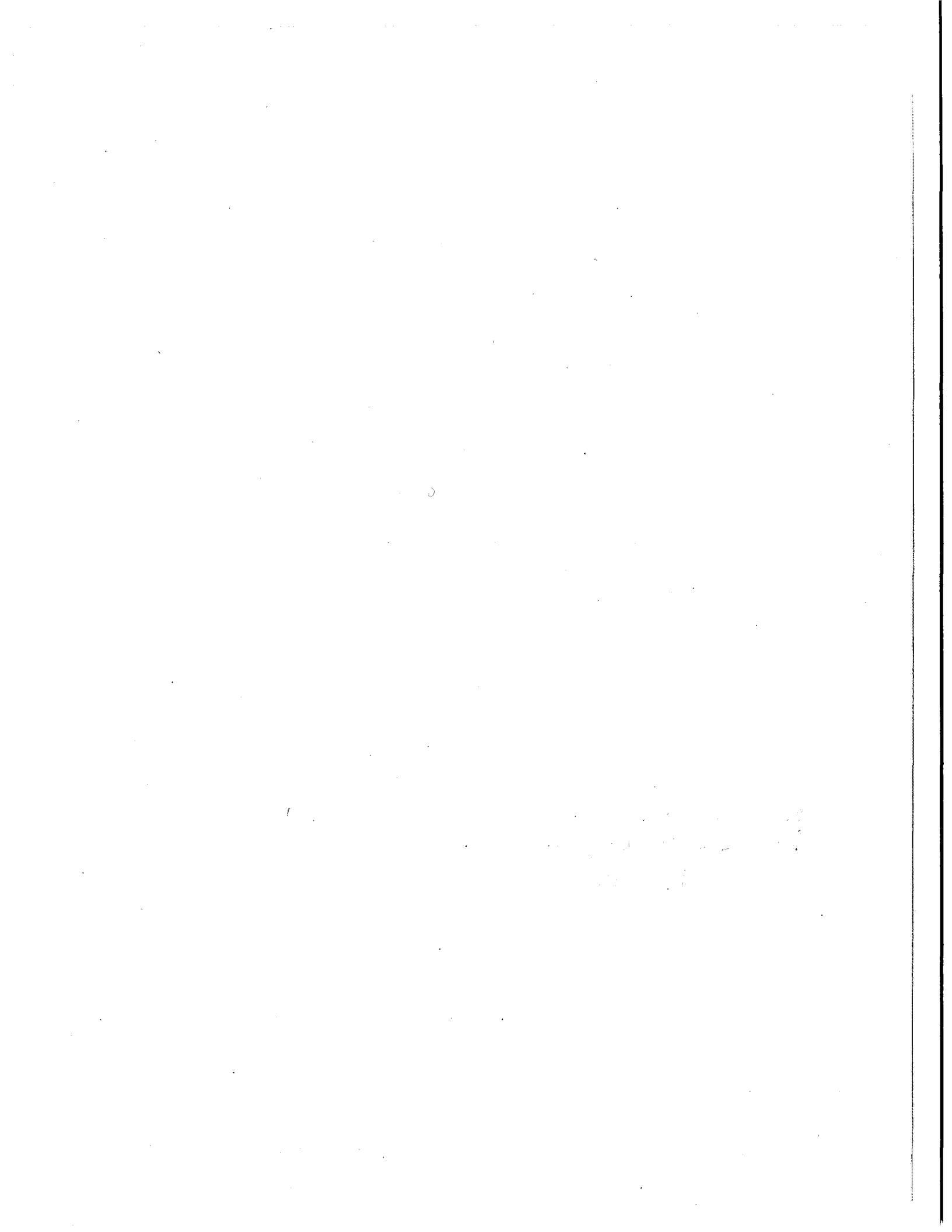


EXHIBIT A

**Minnesota Department of Health
Health Regulation Division,
Home Care and Assisted Living Program
Home Care Providers 3-Year Inspection Process Review
Proposal**

September 21, 2018

Prepared and Submitted by

Alliant Consulting, Inc.

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Introduction

The Health Regulation Division of Minnesota's Department of Health (MDH) has requested that Alliant Consulting develop a proposal to conduct a review of its Home Care Providers' 3-year inspection process and operations.

This document will provide a description of Alliant's understanding of the background leading to the proposal request and the objectives and deliverables of this engagement. It will describe Alliant's proposed approach including work activities, resource requirements and the consulting investment to deliver the described outcomes.

Background

The Health Regulation Division of MDH is seeking help with process review related to three-year inspections of home care providers <https://www.revisor.mn.gov/statutes/cite/144A.474>.

The division is struggling to keep up with the inspections (or surveys) and have identified six processes to be reviewed for opportunities to accelerate the review process and to determine what resources are required to consistently meet regulatory expectations for inspections of comprehensive and basic services home care providers.

The inspections have been in place only a couple of years and data that is easy to analyze, reliable and useful may not be readily available.

The Health Regulation Division has recently undertaken a project to revise and update the tools used by surveyors and are just beginning to pilot the forms. They have begun conducting more follow-up surveys through desk-audit rather than onsite and are also taking enforcement action sooner rather than continuing to conduct follow-up surveys when issues are identified. There are plans to address other opportunities that have not yet been implemented.

The division is also in the process of designing a new e-Licensing system called the MN Licensing and Certification System (LCS). LCS is expected to provide solutions for some of the known challenges, but not in the near term. Given the public policy focus on reducing elder abuse, there may be changes in licensing requirements or other regulations that might significantly impact the Division's work following the 2019 legislative session.

Areas that may impact or be impacted by changes in process include: Licensing and Certification, Office of Health Facility Complaints (OHFC), Office of Ombudsman for Long-Term Care (OOLTC), Department of Human Services (DHS), and homecare providers.

There is a wish to have the review conducted, recommendations for near- and long-term improvements and an initial resource capacity study completed before the end of calendar year 2018.

Alliant Consulting, Inc. is a woman-owned, WBENC certified consulting firm based in St. Paul, MN. Established in 1997, our practice focuses on partnering with our clients to identify and implement operational performance improvements and establish organizational culture and supportive tools and processes that are focused on customer satisfaction, quality and continuous improvement. Clients include Minnesota's Department of Human Services Disability Services and Behavioral Health Divisions, Apria Health Care, Hill Physicians. We are currently supporting the redesign of the MnCHOICES services assessment to be more streamlined, person-centered and provide comprehensive, reliable data. Profiles of Alliant's principals are included in Appendix A.

Objectives and Deliverables

The overall purpose of this review will be to provide the Health Regulation Division with information, recommendations and tools that can be used to

- Improve productivity and optimize their resource capacity
- Assess the resource needs to meet regulatory requirements given the current number of home care providers
- Be able to project resource requirements and adjust plans as the number of home care providers changes

This review will be designed and conducted to answer the following key questions.

1. How can we optimize current resources to maintain or improve the quality, service and productivity in conducting the 3-year inspections of home care providers in the Health Regulation Division's HCALP program?
2. What volume of inspections can reasonably be expected to be conducted with current staff levels once they achieve that optimal level?
3. Once resources are optimized, what are the appropriate staffing levels and resource requirements needed to meet regulatory requirements, given the current number of home care providers.
4. What can reasonably be achieved in the near term and long term?
 - a. What can easily be implemented quickly that will impact productivity? What is the expected improvement and how will we know if we reach it?
 - b. What would be longer-term actions/investments required to fully optimize resources? What would be the expected performance improvement from those longer-term investments?
5. What would be required to maintain continuous improvement throughout the Home Care Inspections process?

Approach / Work Description

We anticipate the review and recommendations work can be completed over 10 -11 calendar weeks, depending upon availability of information and key resources.

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There are two main streams of work in this engagement. One is focused on processes and practices and the other on assessing workload and developing a capacity planning tool. Since one impacts the other, it will be necessary to begin with both streams and adjust workload projections based on decisions regarding what recommendations to implement and the timing of those changes.

We will begin planning prior to the actual start of the project so we can optimize our time working with the Health Regulation team. This likely will mean conducting a coordinating call with a designated "Core Team Lead" during which we layout preparation steps ranging from gathering data for review and setting steps to schedule the first week meetings, to finding a work space and obtaining security access. A key topic will be how to communicate with the team about this engagement.

The first week will be dedicated to confirming expectations, establishing communication and coordination structure and assessing what information and people are available so the work plan can be firmed up. Generally, some initial data-gathering interviews and even some initial process mapping might be initiated as well.

In weeks two and three, we will be documenting the "as is" processes and work activities and determining what we will need to implement to track data required for workload assessment and capacity planning. While we may need to travel to some of the staff, we are hopeful the majority of the input from greater Minnesota can be achieved via skype/teleconference.

During weeks three through seven, data will be gathered, and workload assessment and planning tools developed. On the process improvement side, we will conduct process flow reviews to identify barriers to service, quality and workflow best practices and begin to develop recommendations. Further studies will be identified and implemented.

In week eight, we will present findings and recommendations to leadership, and facilitate decision-making regarding the near and long-term recommendations to pursue. The initial workload studies will also be presented, recognizing they may be altered based on recommendations improvement decisions.

Week nine will be focused on refining recommendations and the workload/capacity assessment and building the implementation plan and timeline, which will include how to communicate with the team about the findings, recommendations and change plans.

A final presentation of the agreed upon implementation plan will be provided to leadership and work sessions with those accountable for implementation activities will be conducted. The work approach and outcomes will be documented and provided to the team in the form of an engagement summary in hard copy and electronic formats.

The following workplan provides a sense of the timing and Alliant's work hours.

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Work Plan

Work element		PRE- ENGAGEMENT	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12	TOTAL
1 Pre-engagement preparations															
a Coordinating call with Core Team lead	Refine work plan, develop communication, gather data, logistics, scheduling	X													0
b Core team gathers data		X													0
c Core team communicates with staff		X													0
d First week's meetings scheduled		X													0
e Work space/security credentials/email set up		X													0
f Contract fully executed		X													0
2 Expectations/planning/Review meetings with MDH Leaders/CI Team															
a One on one expectations interviews with key leaders: AC, Dir, AD, Mgr, Supv, CI team lead	7 interviews @ 2 hrs work time per 45 min. interview		14	0	0	0	0	0	0	0	0	0	0	0	14
b Organizing/expectations meeting: Establish how this initiative interacts with other related initiatives, agree on meeting structure for coordination, debriefs, updates, documentation alignment	1 hr meeting- Prep, participate, notes out		3												3
b Interviews with key leads/contacts from impacting/impacted areas outside of Health Regulations	Up to 6 meetings: 2 hrs per 1-hr mtg		4	4	2	0	0	0	0	0	0	0	0	0	10
c Review data and information available about work completed to date; volume and performance data			8	2											10
d Adjust work plan and schedule activities- work process mapping/review; activity list development; staff interviews			3												3
e Core Team daily debrief/coordination meetings	2 1/2-hr mtgs daily		10	10	10	10	10	10	10	10	10	10	10	10	90
f Weekly updates to leadership			10	3	3	3	3	3	3	3	3				24
g Presentations: Recommendations Review & guidance/Final Plan Review	1 2-hour mtgs.									4		4			8
h Transition to leadership team	12-hour mtg											4			4

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Work element	PRE-ENGAGEMENT	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12	TOTAL
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3 Process and Practice review activities

a	Group Interviews: Admin specialists, Health Program Reps, Evaluators (2 groups). Individual interviews: Supervisors, Nursing Evaluator, Reviewer, Reconsiderations Rep, Planner-LTC	9 interviews: 1.5 hours per 1 ho	6	8										14
b	Work process mapping- initial flows	Estimate 6 process flows @ 2 hrs		2	10									12
c	Review flows with staff to identify variations-in process, tools, practice	6 flows @ 2 hrs/per			4	8								12
d	Core Team and select staff identify opportunities/barriers to service/quality/wkflow best practice and develop recommendations	Lead CT/sups/staff in process review; document				6	8							14
e	Identify and conduct studies indicated by opportunities to confirm, assess value of change	Identify further studies; follow up with core team in huddles/debrief					2	2						4
f	Develop recommendations-near/long-term for presentation					2		4						6

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4 Workload assessment & planning tools development

a	Conduct activity list development interviews	2 per position @ .1 hour per plus prep est. 9 positions		6	11	0	0	0	0	0	0	0	0	0	17
b	Prepare volume tracking tools				4									4	
c	Follow up on volume tracking				2.5	2.5	2.5	2.5						10	
d	Design & run staffing requirements; current & future with process improvements					4	4	8	4	2				22	

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Work element	PRE-ENGAGEMENT	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12	TOTAL
5 Recommendations & Implementation Planning	Presentation time included in Item 2.													
a Develop implementation plan based on recommendations decisions									4					4
b Review w/leadership & adjust										6				6
c Final presentation (above)											0			0
6 Documentation and transition														10
a Document engagement and provide materials, reports, tools to MDHR										4	8			12
Total Hours	0	48	35	44	29.5	31.5	21.5	27.5	25	25	16	0	0	303

303 hours @ \$200 = \$60,600.00
 Potential Travel (Greater MN) Expense = \$2,000.00
 62,600.00

Resource Requirements

Alliant Consulting

Alliant will provide 2 consultants to who will provide the services described in this proposal. Linda Rabagliati, Vice President, Consulting Services and COO will take the lead on this project, supported by Toni Malanaphy-Sorg who will participate in daily debriefs and key planning and presentation events. A senior consultant will be assigned to work alongside Linda and the Core Team, providing guidance to team members while also conducting process mapping, studies, etc.

MDH Health Regulation Division

We expect that virtually all members of leadership and staff will participate and provide input to the review and recommendations that result from this engagement. We have provided a thumbnail estimate of the time investment expected. As the project is further defined in week one, these may change, but all should be clear by the second week of the engagement.

MDH Leadership (Assistant Commissioner, Director, Assistant Directors): 45-minute interviews in the first week, participation in 2-hour presentations in weeks eight and ten. Invited to weekly updates.

Health Regulation "Core Team"

Manager: 45-minute interviews in the first week, participation in 2-hour presentations in weeks eight and 10. Weekly updates. Invited to daily debrief and huddle meetings (1/2 hour beginning/end of each day)

Supervisors: 45-minute interviews in the first week, participation in 2-hour presentations in weeks eight and ten. Two – three structured interviews regarding their work responsibilities and their units, daily debrief and huddle meetings (1/2 hour beginning/end of each day), weekly updates plus participation as available in work process reviews, recommendations development work sessions, implementation plan review and transition of tools for their use. We anticipate supervisors may spend up to a third of their work week during the course of the engagement.

Select staff: will assist with documenting "as is" process flows, generally 3 – 4 hours of time over the course of a couple days. May also be asked to conduct specialized studies related to recommendations. We will not take any staff from their work without approval of their supervisor and while these select staff may spend more time than others, we will do our best to limit time away from work to 2 hours or less at any one time.

All staff members: All staff will be invited to participate in a structured interview (in groups where it makes sense) where we ask them about what is working/not working in terms of delivering good service and quality and what would make their work easier to do. Additionally, we will need to interview at least one individual from each discreet position to develop work activity lists and from there will ask some to track their work for a period of at least two and up to four weeks.

Stakeholders from other areas: We anticipate holding structured interviews with select staff or leadership from areas that impact or are impacted by the home care inspection processes. At a minimum this would involve a one-hour interview. There may be decisions to include their staff in some of the process flow review, and if recommendations cross over into those areas, we may wish to include their leadership in the recommendations presentation and final plan review in weeks eight and ten. These include Licensing and Certification, Office of Health Facility Complaints (OHFC), Office of Ombudsman for Long-Term Care (OOLTC), Department of Human Services (DHS), and homecare providers.

We anticipate at least one member of the CI team will participate in key planning meetings and updates (invited to debriefs) so efforts can be coordinated between this work and other efforts under way.

Roles and Responsibilities

Alliant Consulting

1. Prepare materials, tools and documentation required to support the objectives described above
2. Manage project schedule, timeline and activities to achieve deliverables described
3. Prepare assigned staff who are participating in the project for any assignments
4. Review current data and documentation available
5. Prepare and review findings, recommendations and implementation plan
6. Design and provide a tool for assessing workload and projecting resource requirements
7. Design and facilitate work sessions and presentation meetings as described
8. Provide weekly progress reports and updates to stakeholders (e.g. Advisory Council)/leadership as requested
9. Document the work completed, supportive materials and the outcomes in an engagement summary
10. Deliver all documentation in electronic format

MDH Health Regulation Division

1. Communicate expectations of the engagement to the organization and key stakeholders such as the Advisory Council
2. Provide data, and information pertinent to the project

3. Review information presented and provide timely feedback and decisions to keep the work on schedule
4. Provide time for resources to participate in project activities as described
5. Provide office space to work and all materials required to support the program for the duration of the project
6. Provide supplies and tools required
7. Provide time for leadership/stakeholders to participate in regular update meetings and key presentations

Consulting Investment

The consulting investment for this engagement is \$60,600.00 for consulting services, plus any direct travel expenses incurred (lodging, transportation, meals to/from greater Minnesota locations).

Consulting fees are quoted on a "not to exceed" basis for the engagement as described above.

There will also be fees for Management Analysis and Development services; generally, 8% of the total consulting investment.

We do not anticipate any travel per se but suggest estimating \$500 per trip.

Benefits

This approach is designed to not only identify recommendations to improve the overall efficiency of the reviews but also to maintain or improve the service and quality performance related to this work.

The Division will have a tool they can use and adjust as their work processes change that will provide them a way to translate anticipated changes in the number of providers into reasonable staffing plans.

The Division will have a full implementation plan and timeline that provides the road map to implementing recommendations in the near term to drive immediate capacity relief while outlining longer-term changes that build on the progress made.

The timing is good, given the recent launch of redesigned survey tools to get feedback on the tool in conjunction with the discovery work and feed that back to the design team.

It is likely that in reviewing work processes other operating issues will come to light. Alliant will be able to identify and address those appropriately with guidance from leadership.

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Alliant
CONSULTING
I N C

Appendix A

Profiles

Toni Malanaphy-Sorg

CEO & President

Toni Malanaphy-Sorg is President and CEO of Alliant Consulting, Inc. She has over 36 years' experience as a management consultant, having held positions as project manager, director and Executive Vice President of Consulting Services during her tenure with two national consulting firms. Prior to her consulting career, she held management positions with Hallmark Cards, Inc. and R.H. Macy & Co. She is a co-founder of Alliant Consulting, Inc.

Toni's consulting experience includes substantial work in the Government and Non-profit sectors, Media Industry: Cable Television, Telecommunications, Newspaper Publishing, Radio and Television. She has worked with organizations ranging in size from small, privately held businesses to Fortune 200 companies in both union and non-union environments. Consulting experience includes:

- Retail
- Insurance
- Health Care/Hospital
- Government Agencies: University, Disability Services, Public Safety, Public Service
- Manufacturing
- Media
- Nonprofit Industries

Her work has centered on the design and implementation of major reorganizations involving multiple disciplines and functions to generate service, quality, and productivity improvements delivering increased revenue and customer retention while reducing costs.

She has extensive experience in strategic planning, operations/organization assessment; operational performance standards and metrics design; work flow and work process redesign; organizational design; quality, service and productivity management systems design; management skills development; compensation and incentives program design; communications program design and change management. Toni has hands-on experience in multiple operational areas including, customer service, sales, marketing, digital media, order fulfillment, telephone service, distribution, packaging, creative services, production control, sales support, inventory management, billing and collections.

Toni has particular expertise in:

- Strategic Planning and sustainability
- Administrative services operations
- Management effectiveness
- Work process and roles alignment
- Call center and service operations management
- design and utilization
- Project Design and management
- Task team design and management
- Executive and management training and coaching
- Key indicator reporting

She is a hands-on implementation coach who works effectively with all levels of an organization, providing real-time guidance and problem solving to ensure successful achievement of project goals.

Linda Rabagliati

COO & VP Consulting Services

Linda Rabagliati is Vice President, Consulting Services and COO for Alliant Consulting, Inc. She has over 36 years of experience in management consulting and has held the positions of Project Manager, Director and Vice President of Consulting Services during her tenure with two international and one national consulting firm before co-founding Alliant Consulting.

Prior to her career in management consulting, Linda's business experience encompassed waste management, operational management, production planning and scheduling, purchasing and inventory management, engineering and quality assurance in several high-tech manufacturing environments.

Linda has designed and managed major reorganization projects for both small business and Fortune 200 clients. Her consulting experiences span a variety of businesses in union and non-union environments. They included:

- Higher Education
- Health Care / HME / DME
- Publishing/Media
- Non-Profit/Human Services
- Cable Television/Telecommunications
- Government
- Manufacturing/High-tech
- Utilities
- Hospitality
- Banking/Insurance
- Consumer Goods/Multi-level Sales
- Logistics

These projects often spanned multiple departments and disciplines and have resulted in increased revenues, customer satisfaction, retention, cost and waste reduction. Her consulting projects have involved virtually every component within businesses. She has designed and administered customer surveys, employee and management skills, interventions, developed customer-driven service, quality and performance standards/benchmarks/scorecards and led the reorganization required to achieve those standards.

Linda has particular expertise in:

- Operational/needs assessment
- Standards/benchmarks and scorecard development
- Work process and organizational redesign
- Management skills development and training
- Employee skills training program design and administration
- Strategic and organizational planning
- Telephone system configuration and management
- Systems redesign and implementation
- Waste utilization and reduction
- Staffing and scheduling process design and implementation
- Sales management effectiveness
- Call Center design and management
- Executive and management coaching
- Metrics reporting design, implementation and utilization
- Incentives and compensation design and implementation
- Complex implementation processes
- Facilities management and design

Inventory and procurement management systems design and implementation

Linda works effectively with all levels of her client's organization, providing hands-on guidance, leadership and mentorship to front-line employees and management as well as senior executives.

Marilyn Etzbach

Sr. Consultant

Marilyn Etzbach is a senior consultant with Alliant Consulting, Inc. and has more than 18 years of operational and organizational development experience. In addition to her career in management consulting, EM spent nine years working in the publishing industry and four years as store manager for a 6 MM retail store.

Marilyn Etzbach's industry experience includes government (state and county), retail store operations, newspaper publishing, cable television, healthcare, information technology, customer service and manufacturing. Her consulting assignments have included small businesses as well as Fortune 200 companies.

Marilyn Etzbach consulting assignments include change management, reorganization from assessment through design and implementation of programs that have led to measurable performance improvements in sales, service, delivery, quality, customer retention, revenue and costs in both union and non-union environments.

Other key elements of her work:

- Change management
- Organization planning and development
- Operational assessment
- Complex implementation processes
- Management and employee skills evaluation, design and training
- Sales management systems
- Integration of technology and operational processes in workflow redesign and management
- Performance measurement and reporting
- Planning, quota design, routing for field services
- Train the trainer programs
- Management and staff coaching
- Forecasting, workload assessment, staffing/scheduling analysis
- Communication programs
- Inventory tracking and control-warehouse and field
- Designing and managing a relational database

Marilyn Etzbach is a skilled facilitator and project manager who works well with staff at all levels within an organization, helping them identify and realize and measure opportunities for performance improvement.

Lea Bittner-Eddy

Sr. Consultant

Lea Bittner-Eddy is a senior consultant with Alliant Consulting, Inc. and is an organization development professional with over 20 years of experience in learning and development, change management, process improvement, implementation and project design and management in public, private and non-profit organizations.

Lea's industry experience includes extensive government (state and county), healthcare, information technology, customer service, financial planning and human resources. Her consulting assignments have included government as well as Fortune 200 companies.

Lea's experiences include change management, major work process redesign, reorganization development, resulting in significant performance improvement in service, delivery, quality, costs and retention in both union and non-union environments.

Other key elements of her work

- Change management
- Process improvement
- Organization development
- Team/leader effectiveness
- Learning and Development
- Management and employee skills
- Employee engagement/workplace culture
- Strategic planning
- Complex implementation processes
- Communication Programs
- Leadership, Management and staff coaching
- Metrics and reporting

Design and implementation

Lea has designed and managed complex organizational and operational redesign and implementation projects, which have led to measurable improvements in service, quality and performance. She is a skilled facilitator and change agent who works well with Executives and all levels of management and staff within an organization, helping them identify, realize, and measure opportunities for performance improvement.

**STATE 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: \$571,641.37
Proposed Start Date: when executed
Proposed End Date: 06/30/2019

SFY18 - SWIFT FinDeptID: H55EB 31690 \$282,641 amount
SFY19 - SWIFT FinDeptID: H55EB 31690 \$289,000 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: H12000000

SWIFT Contract #: IAK 143149

SWIFT Purchase Order #: 3000061431

Buyer Initials: DAG **Date Encumbered:** 06/12/2018

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

STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES
MANAGED CARE COMPLIANCE INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT, and amendments and supplements thereto ("Agreement"), is between the State of Minnesota, acting through its Department of Human Services, Health Care Research and Quality Division ("DHS"), and the Minnesota Department of Health ("MDH") (each an "Agency" and collectively, the "Agencies").

Recitals

- A. DHS and MDH are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10.
- B. DHS contracts with licensed health maintenance organizations and county-based purchasing organizations (hereafter, managed care organizations or MCOs) to provide health care services to publicly funded program enrollees, participating in Medical Assistance and MinnesotaCare (Families and Children), Minnesota Senior Health Options Program (MSHO), Minnesota Senior Care Plus (MSC+), and Special Needs Basic Care (SNBC) (hereinafter, Minnesota Health Care Programs or MHCP).
- C. Pursuant to Minnesota Statutes section 144.05, subdivision 1, MDH is the state agency responsible to protect, maintain, and improve the health of citizens of Minnesota. MDH is also the agency that regulates: (1) health maintenance organizations (HMOs) under Minnesota Rules, chapter 4685 and Minnesota Statutes, chapter 62D; (2) community integrated services networks under chapter 62N; (3) certain health plan companies under chapter 62Q; (4) county-based purchasing (CBP) organizations under Minnesota Statutes, section 256B.692; and (5) CBP health services for the public programs, pursuant to Laws of Minnesota 1997, chapter 203.
- D. The purpose of this Agreement is for MDH to collect compliance information and other pertinent information during the Quality Assurance Examinations of Managed Care Organizations (MCOs) in order for MDH and DHS to evaluate the performance and compliance of MCOs contracted to provide health care service to enrollees of DHS' Minnesota Health Care Programs.
- E. DHS is authorized to enter into contracts for the administration of the Medical Assistance program pursuant to Minnesota Statutes, section 256.01, subdivision 2.
- F. Under this Agreement, MDH will collect and share with DHS compliance information described in Section 1 and Attachment A, "Triennial Compliance Assessment (TCA) Information," which is attached to and incorporated into this Agreement, from licensed MCOs contracted with DHS.
- G. Under this Agreement, any data and information made available to DHS will retain the classification applicable as if it were maintained by MDH according to Minnesota Statutes, section 13.03, subdivision 4(c) because both MDH and DHS are government entities, and DHS agrees to prevent disclosure of Not Public data and information it receives from MDH.

- H. Pursuant to Minnesota Statutes, section 13.46, subdivision 2(a)(6), DHS is permitted to share private data on individuals with MDH to administer federal funds or programs.
- I. DHS and MDH are committed to promoting the use of MCO resources in Minnesota in a manner that promotes efficiencies and avoids duplication of efforts and costs.
- J. On July 8, 2016, MDH entered into an Interagency Agreement with the Minnesota Department of Commerce (the "MDH-Commerce Interagency Agreement"), which is attached to and incorporated into this Agreement as Attachment B. Under the terms and conditions of the MDH-Commerce Interagency Agreement, the Department of Commerce provides services to MDH including:
 - (i) Financial solvency monitoring, regulation, rehabilitation, and liquidation of all entities that are licensed or are applying for licensure pursuant to Minnesota Statutes chapters 62D, 62N, 62T, and of county boards or groups of county boards that purchase or provide, or propose to purchase or provide, health care services under Minnesota Statutes section 256B.692;
 - (ii) Actuarial services necessary to determine that MDH-regulated health plan companies or applicants for licensure under Minnesota Statutes chapters 62D, 62N, and 62T comply with all financial and rate filing requirements;
 - (iii) Consultation services to MDH with respect to the impact of financial and rate regulations that impact areas under MDH jurisdiction; and
 - (iv) Consultation services with respect to the investigation of financial and premium rate complaints that arise in connection with MDH's investigation of consumer complaints under its jurisdiction.
- K. MDH, under the terms of the MDH-Commerce Interagency Agreement, provides services to the Department of Commerce including:
 - (i) Consultation services with respect to entities subject to Minnesota Statutes Chapter 62M and health care providers designated by insurers pursuant to Minnesota Statutes section 72A.20, subdivision 15.
 - (ii) Consultation services with respect to issues of health care that arise in connection with the Department of Commerce investigation of consumer complaints under its jurisdiction;
 - (iii) Participate in support of any judicial or administrative proceedings related to a disciplinary action undertaken by the Department of Commerce if the action is based on a MDH recommendation regarding health care matters;

- (iv) Implement recommendations for corrective or disciplinary action proposed by the Department of Commerce in connection with issues of financial solvency, rates, and contract approval.

Therefore, the Agencies agree as follows:

1. DUTIES:

1.1 MDH'S DUTIES. MDH shall:

- A. Comply with all the terms and conditions of the MDH-Commerce Interagency Agreement insofar as that Agreement pertains to licensed MCOs contracted with DHS.
- B. Consult with DHS on performance measures, used to evaluate all MCOs under contract with DHS, as follows:
 - (1) MDH shall consider input provided by DHS on the annual selection of public program performance measures based on National Committee for Quality Assurance (NCQA) Healthcare Effectiveness Data and Information Set (HEDIS) measures.
 - (2) MDH shall consult with DHS prior to releasing public reports on public program performance measures. If MDH'S reports include public health care program performance measures, the report must identify these populations as "Minnesota Health Care Programs" or "publicly funded health care programs." If the public health care program performance measures represent a specific DHS program, MDH shall identify the specific DHS program.
- C. Conduct Quality Assurance (QA) Examinations, as follows:
 - (1) Conduct QA Examinations of each licensed MCO contracting with DHS, at least every three (3) years. MDH will provide a copy of the final QA Examination report to DHS within 30 days of the report's completion.
 - (2) Conduct a mid-cycle review of MCOs contracted with DHS 18 months following completion of its QA Examination to monitor implementation of corrective actions to remedy deficiencies identified from the previous QA Examination. MDH will provide a copy of the mid-cycle review to DHS within 30 days of the report's completion.
 - (3) Sixty (60) calendar days prior to the start of each calendar year, MDH shall provide DHS with a proposed schedule of QA Examinations and mid-cycle reviews to be conducted and promptly inform DHS of any changes to the schedule.
 - (4) Contact DHS before a scheduled on-site examination to discuss DHS's

identified issues to be reviewed during the QA Examination or mid-cycle review.

- (5) The QA Examinations shall include on-site visits at the MCOs and may, as needed, include a sample of its delegates or other health facilities owned and operated by an MCO. Delegate and provider on-site visits will be conducted if specific issues arise during the examination or if there is a need for clarification.
 - (6) MDH shall allow DHS to inspect and review any materials obtained or created during the QA Examination or mid-cycle review.
 - (7) MDH shall meet with DHS to discuss the findings of the QA Examination prior to the completion of the final QA Examination report.
 - (8) MDH shall inform DHS of outstanding mid-cycle issues and if necessary meet to discuss the issues prior to completing the final mid-cycle report.
 - (9) MDH shall identify in the final QA Examination report or a separate letter stating which deficiencies in the current report are repeat deficiencies from the previous QA Examination.
 - (10) MDH shall update, inform and provide copies to DHS of the final QA Examination corrective action plan within 30 days of receiving the plan from the HMO or county-based purchasing entity.
 - (11) MDH shall attach the final QA Examination Report to DHS's Triennial Compliance Assessment (TCA) report on met and not met compliance findings.
 - (12) MDH will monitor during the Mid-cycle QA Examination if the corrective actions taken to resolve TCA "not-met" items were completed. If the MCO failed to correct "not-met" items, DHS will be notified.
- D. Collect compliance information during the QA Examination on DHS's Managed Care Organization Compliance Standards for Minnesota Health Care Programs as specified in Attachment A. These items may be expanded or modified with mutual agreement between DHS and MDH. The information collected shall be summarized in a written report completed within 90 days of the completed QA Examination. The collection process shall be consistent with Balanced Budget Act of 1997 (BBA), Managed Care Regulation Protocols, current Managed Care Compliance Interagency Agreement, and current NCQA Standards and Guidelines for the Accreditation of MCOs.
- E. Evaluate proposed county-based purchasing entities.
- (1) Provide technical assistance about the application procedures and regulatory requirements to interested parties and to applicants.

- (2) Provide informational updates to DHS, and respond to inquiries from DHS, about applications for county-based purchasing entities.
 - (3) Allow DHS to inspect and review all materials submitted by county-based purchasing entities.
 - (4) Applications from proposed county-based purchasing arrangements will be reviewed within 60 days of receipt of the complete application.
 - (5) Conduct an initial quality assurance examination within 180 days after first required date of service to enrollees in order to determine the functional capacity of the county-based purchaser. The initial quality examination must include (but is not limited to) an evaluation of: appointed entity, physician participation, staff resources and qualifications, delegation activities, information systems, program evaluation, grievance and appeal process, utilization review, quality improvement program components and provider credentialing. MDH will provide DHS with a copy of the completed initial QA Examination within 30 days of completion of the report.
 - (6) Collect, analyze and report evidence sufficient to determine compliance with applicable statutes and rules, including those related to financial solvency of the applicant. MDH will provide notification to DHS of its final determination.
- F. Work cooperatively with DHS's Purchasing and Service Delivery Division to review and approve evidence of coverage (EOC) submitted by MCOs that have met applicable requirements under Minnesota Statutes, chapters 62D and 62N within 30 calendar days of receipt. This review will be specific to state HMO and/or CBP requirements and need not include review and approval of the federally required grievance, appeal and state fair hearing requirements.
- G. Enforce, to the extent permitted by law, all applicable legal requirements for county-based purchasing entities under contract to DHS, pursuant Minnesota Statutes section 256B.692.
- H. Send to DHS's Director of Health Care Research and Quality (HRQ), on a quarterly basis, written reports specified in Attachment C, "MDH's Reports Due to DHS," which is attached and incorporated into this Agreement, including:
- (1) **Quarterly MCO Complaints Report.** Complaints, by health plan company and category of complaint, filed by all enrollees of MCOs under contract with DHS, to identify trends and issues that may affect enrollees. Enrollment categories include: Families & Children (F&C) and MinnesotaCare, MSHO/MSC+; SNBC; individual; insurance; large groups; self-insured; small group; state employee health plan; and other. Enrollees include both MCO enrollees and non-MCO enrollees. MDH shall redact all personal identifiers of persons who are not MCO enrollees in a manner that satisfies the standards used in the Health Insurance Portability and Accountability Act (HIPAA) under 45 C.F.R. §§

164.514(a) and 164.514(b).

- (2) **Quarterly Managed Care Compliance Interagency Agreement Activity Status Report.** Summary of work undertaken during the quarter, problems identified, proposed corrective actions, current status and the number of full-time equivalent positions used to accomplish the work.
 - (3) **Quarterly Managed Care Compliance Interagency Agreement Invoice Statement.** Quarterly invoice statement for services performed detailing individuals, salaries and expenses consistent with Attachment D, "Managed Care Compliance Interagency Agreement Budget Breakdown," which is attached and incorporated into this Agreement.
 - (4) **Annual Expenditure Report.** An annual report on the Managed Care Compliance Interagency Agreement expenditures, submitted by July 30th of each state fiscal year. The format for this report is provided in Attachment E, "Managed Care Compliance Interagency Agreement Annual Expenditure Report". The annual expenditure report described in this paragraph must identify the State matching funds and its funding source expended under this Agreement.
- I. Produce and provide DHS with paper and electronic copies of reports in Word, Excel or other agreed upon computer application format.
 - J. Provide matching state funds of at least the same amount as DHS expends under this Agreement. Matching state funds include supplies and expenses, costs, software licensing, training and development fees as well as management, supervision and analyst staff other than those directly paid by these funds for administering the functions described in Section 1.1, "MDH's Duties," items A through N of this Agreement.
 - K. Comply with state and federal information non-duplication requirements. MDH, DHS and the External Quality Review Organization shall consult and cooperate when collecting managed care information.
 - L. Grant DHS' request to conduct a targeted quality and/or financial exam(s), if there is a reasonable basis to suspect possible violation of Federal regulation or State law, rule, or regulation on the part of the regulated entity and/or any of its participating providers.
 - M. Assign staff to fulfill the functions in this Agreement.
 - N. Obtain HEDIS Hybrid measure submission summary information from MCOs for the F&C and SNBC Contracts and provide a copy to DHS.

1.2. DHS'S DUTIES. DHS shall:

- A. Work cooperatively with MDH on review and approval of certificates of coverage

submitted to it by MCOs for compliance with applicable laws and administrative rules. DHS is solely responsible for review and approval of the grievance, appeal and state fair hearing sections of the EOC.

- B. Provide as requested by MDH, preparatory QA Examination and mid-cycle review information as described in Attachment F, "Quality Assurance Examination Preparatory Information," which is attached and incorporated into this Agreement, within 30 days of receiving the request which is attached and incorporated into this Agreement.
- C. Share with MDH External Quality Review (EQR) report(s), disenrollment survey results, enrollee grievance and appeal data and Denials, Terminations and Reductions (DTR) data as needed to identify trends and issues which MDH has authority to evaluate and audit through investigation and examination. DHS shall share other available information that may be needed to complete the QA Examinations or the information gathered by MDH for DHS's Managed Care Organization Compliance Standards for Minnesota Health Care Programs.
- D. Identify quality of care cases reported by enrollees and refer cases to MDH for investigation.
- E. Hold all QA Examination documents in accordance with Minnesota Statutes, chapter 13.
- F. Provide technical assistance upon request by MDH.
- G. Collaborate with MDH in the development of ongoing measures of utilization, quality of care, access and financial solvency for county-based purchasing arrangements.
- H. Collaborate with MDH in development of comprehensive QA Examination that incorporates reasonable elements of Balanced Budget Act of 1997 (BBA) and Minnesota Health Care Programs managed care contract monitoring.
- I. Provide MDH with an electronic copy of completed MCO Final TCA Reports.
- J. Pay for 2.25 full time equivalent (FTE) positions which shall not exceed four hundred sixty-four thousand two hundred twenty-one dollars (\$464,221) for fiscal years 2018 and 2019 consistent with Attachment D. Based on review of FTE utilization summary prepared for the first quarter of this Agreement and projection of the tasks to be performed during the remainder of the Agreement, the budget and number of positions may be revised as necessary.
- K. Provide MDH's Authorized Representative with a list of all MCOs under contract with DHS by January 31st of each calendar year, including the effective date and counties in which each product is offered. Posting of the contracts on DHS's website shall satisfy this requirement.

- L. DHS shall submit, in a timely manner, to MDH a final Triennial Compliance Assessment Report for attachment to the final QA Examination Report.
- M. DHS shall provide to MDH, information on DHS's compliance activities to ensure compliance with TCA "not-met" items.

2. Consideration and Terms of Payment.

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

- A. Consideration for all services performed by MDH pursuant to this Agreement shall be paid by DHS, but the amount shall not exceed five hundred seventy-one thousand six hundred forty one dollars (\$571,641). MDH shall provide matching state funds of at least the same amount as DHS funds expended under this Agreement.
- B. Compensation shall be consistent with the Budget Breakdown, Attachment D. Reimbursement shall be quarterly cost-reimbursed based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and labor distribution reports. Immediately upon execution of this agreement, MDH may submit an invoice for all costs incurred in performing services pursuant to this Agreement during the state fiscal year 2018, regardless of whether those expenses were incurred prior to the effective date of this agreement.

2.2 Terms of Payment. Payment shall be made by DHS within thirty (30) calendar days after MDH has presented invoices for services performed to DHS.

3. Conditions of Payment. All services provided by MDH 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 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 June 30, 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 MDH at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, MDH shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. Authorized Representatives.

- 6.1 **DHS' Authorized Representative.** DHS' Authorized Representative for the purposes of administration of this Agreement is Mark Foresman or his successor.
- 6.2 **MDH'S Authorized Representative.** MDH'S Authorized Representative for the purposes of administration of this Agreement is Tom Major or his successor.
- 6.3 **Authority.** 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 MDH 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.** MDH 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. MDH and DHS 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 G, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

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

APPROVED:

1. DHS ENCUMBRANCE VERIFICATION

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

By: Debra Hawan

Date: 6/12/18

SWIFT Contract No: 143149

SWIFT PO #: 3-61431

2. MDH

By: Dawn Udean

Title: Accounting Supervisor Principal

Date: 6/15/18

3. DHS

By: Adam L. Moders

With delegated authority

Title: Assistant Commissioner

Date: 6/19/18

Distribution:

DHS – Original (fully executed) contract

MDH

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

Attachment A: Triennial Compliance Assessment (TCA) Information

Triennial Compliance Assessment (TCA) Information SFY 2018

No.	Description	2017 Managed Care Contract Reference for the Minnesota Health Care Programs
1	Quality Improvement (QI) Program Structure	Section 7.1.1
2	Utilization Management	Section 7.1.3
3	Special Health Care Needs	Section 7.1.4, A through C
4	Practice Guidelines	Section 7.1.5
5	Annual Evaluation	Section 7.1.8 (42 C.F.R 438.240(e))
6	Performance Improvement Projects	Section 7.2
7	Disease Management	Section 7.3 (SNBC contract section 7.2.6)
8	Advance Directives Compliance	Article 16
9	Validation of MCO Care Plan Audits for MSHO and MSC+	Sections 6.1.4(A)(2), 6.1.4(A)(3), 6.1.4(A)(4), 6.1.5(B)(4), 6.1.5(B)(5)
10	Information System	Section 7.1.2
11	Subcontractor Disclosures	Sections 9.3.1(A) and 9.3.16
12	Other areas by mutual agreement	TBD

Triennial Compliance Assessment (TCA) Information SFY 2019

No.	Description	2018 Managed Care Contract Reference for the Minnesota Health Care Programs
1	Quality Improvement (QI) Program Structure	Section 7.1.1
2	Utilization Management	Section 7.1.4
3	Special Health Care Needs	Section 7.1.5
4	Practice Guidelines	Section 7.1.6
5	Annual Evaluation	Section 7.1.9 (42 C.F.R 438.240(e))
6	Performance Improvement Projects	Section 7.2
7	Disease Management	Section 7.3 (SNBC contract section 7.2.6)
8	Advance Directives Compliance	Article 16
9	Validation of MCO Care Plan Audits for MSHO and MSC+	Sections 6.1.4(A)(2), 6.1.4(A)(3), 6.1.4(A)(4), 6.1.5(B)(4), 6.1.5(B)(5)
10	Information System	Section 7.1.3
11	Subcontractor Disclosures	Sections 9.3.1(A) and 9.3.16
12	Other areas by mutual agreement	TBD

Attachment B:

The MDH-Commerce Interagency Agreement.

STATE OF MINNESOTA
INTERAGENCY AGREEMENT
Between the
Minnesota Departments of Commerce and Health

Agreement

1 Term of Agreement

- 1.1 *Effective date:* July 1, 2016 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 THE DEPARTMENT OF COMMERCE (hereinafter referred to as DOC) SHALL:

- A. Assume responsibility for the duties specified in this Agreement related to financial solvency monitoring, regulation, rehabilitation and liquidation of all entities that are licensed or applying for licensure under Minnesota Statutes chapters 62D, 62N or 62T, and of all county boards or groups of county boards that purchase or provide or that are proposing to purchase or provide health care services under Minnesota Statutes section 256B.692. Entities that are licensed under Chapters 62D, 62N or 62T shall hereinafter be collectively referred to as "MDH-regulated health plan companies." County boards and groups of county boards that elect to purchase or provide health care services under Minnesota Statutes section 256B.692 shall hereinafter be collectively referred to as "county-based purchasers." Services to be provided by the DOC shall include but not be limited to:
 - 1. Schedule and conduct financial examinations as required and permitted by statutes. Financial examinations shall be conducted in a manner consistent with Minnesota law and standards developed by the National Association of Insurance Commissioners (NAIC). DOC will conduct examinations using procedures contained in the NAIC Financial Condition Examiners Handbook. Except where Minnesota law is more specific, DOC will determine compliance with the accounting practices and procedures contained in the NAIC Accounting Practices and Procedures manual, and the NAIC Health Annual Statement Instructions. (Financial Examinations)
 - 2. Review and analyze periodic financial reports filed by MDH-regulated health plan companies and by county-based purchasers; (Financial Analysis)
 - 3. Within 15 days of receiving each annual and quarterly financial report filed by any MDH-regulated health plan company, provide a copy of the report to the Managed Care Systems Section of MDH, Suite 300, 85 7th Place E., Golden Rule Building, St. Paul, Minnesota; (Financial Analysis)
 - 4. Within 15 days of receiving each annual and quarterly financial report filed by any entity under contract for prepaid Medicaid services with the Minnesota Department of Human Services, provide a copy of the report to the Purchasing and Service Delivery Division of the Minnesota Department of Human Services, 444 Lafayette Road, St. Paul, Minnesota; (Financial Analysis)

5. Within 60 days of receiving each annual financial report of Minnesota Health Maintenance Organizations (HMOs), provide a summary report of the premium revenue reported by all HMOs for the purpose of calculating the annual surcharge pursuant to Minnesota Statutes section 256.9657, Subd. 3 by the Department of Human Services; (Health Actuarial)
6. Report the findings of financial examinations and/or financial analysis reviews to the Commissioner of Health via Thomas Major, Managed Care Systems or his successor.; (Insurance Solvency Manager)
7. Recommend enforcement or other remedial action to the Commissioner of Health; (Insurance Solvency Manager)
8. Review applications by entities seeking certificates of authority, licenses or approvals under chapters 62D (HMOs), 62N (CISNs) and 62T (community purchasing arrangements) regarding the solvency condition of the applicant, and make recommendations to the Commissioner of Health regarding the applicant's compliance with the financial requirements; (Financial Analysis)
9. Review preliminary and final proposals submitted by entities that are or wish to be county-based purchasers, and make recommendations to the Commissioner of Health regarding the entity's compliance with the financial requirements; (Financial Analysis)
10. Communicate/correspond directly with MDH-regulated health plan companies or applicants and with entities that are or wish to be county-based purchasers to the extent necessary to accomplish the tasks set forth above; and (Financial Analysis)
11. Upon adoption of an order of rehabilitation or liquidation by the Commissioner of Health, serve as the Commissioner of Health's agent in effecting and monitoring the orderly rehabilitation or liquidation of health maintenance organizations pursuant to the provisions of chapter 60B and section 62D.18. (Deputy Commissioner)

B. Assume responsibility for providing all actuarial services necessary to determine that MDH-regulated health plan companies or applicants for licensure under Minnesota Statutes chapters 62D, 62N and 62T comply with all financial and rate filing requirements. Services to be provided by the DOC shall include but not be limited to: (Health Actuarial)

1. Review rate filings and rate increase filings for compliance with statutory requirements contained primarily in Minnesota Statutes Chapters 62A and 62L;
2. Review actuarial memoranda sent with filings for correctness and compliance with Actuarial Standards of Practice;
3. Make recommendations to the Commissioner of Health that rate filings be approved or disapproved;
4. Provide actuarial support to financial examiners with regard to actuarially correct calculations and reporting of actuarial items such as claim reserves, premium reserves and provider contract liabilities;
5. Provide actuarial support to desk analysts, including review of annual reports and quarterly audited financial statements required by Minnesota Statutes section 62D.09;
6. Review the MDH-regulated health plan company or applicant's calculation of their Risk-Based Capital and related information that appears in their annual report;
7. Review any actuarial opinions provided by MDH-regulated health plan companies or applicants for licensure or certificate of authority; and
8. Provide other miscellaneous support, such as providing technical information to the legislature relating to proposed legislation.

- C. Provide consultation services to MDH with respect to impact of financial and rate regulation in connection with approval or disapproval of policies, certificates of coverage, provider agreements, management agreements and similar documents that arise in connection with MDH's jurisdiction.

MDH will send copies of documents to DOC and identify any special issues for which consultation is sought.

DOC will respond with recommendations to MDH within 20 days of receipt of documents from MDH. Expedited reviews will be addressed on a case-by-case basis.

- D. Provide consultation services to MDH with respect to investigation of financial and premium rate complaints that arise in connection with MDH's investigation of consumer complaints under its jurisdiction.
1. Review those cases or portions of cases referred to it by MDH that fall within DOC's special financial expertise;
 2. Perform any research or investigation necessary to appropriately analyze the issues referred;
 3. Provide a report to MDH setting forth its conclusion as to the financial matters at issue, and its recommendations for any action it believes MDH should take regarding the financial matters; and
 4. Keep records of its research and investigation into financial matters referred by MDH, and make the records available to MDH on request.
- E. Participate, on request, in support of any administrative or judicial proceeding related to a disciplinary action undertaken by MDH insofar as the action is based on DOC's recommendations regarding financial matters.
- F. As ordered by the Commissioner of Commerce, implement recommendations for corrective or disciplinary action proposed by MDH in connection with cases referred by DOC to MDH with respect to health care issues.

2.2 THE DEPARTMENT OF HEALTH SHALL:

- A. Provide consultation services to DOC with respect to utilization review organization registration, monitoring and regulation of all entities subject to Chapter 62M and arrangements for differential coverage through providers designated by an insurer subject to Minnesota Statutes section 72A.20, Subd. 15.
1. If requested to do so by DOC, MDH will review applications, annual submissions, consumer complaints or other issues that fall within its special health care expertise;
 2. Perform any research or investigation necessary to appropriately analyze the issues referred;
 3. Provide a written report to DOC setting forth its conclusions as to the health care matters at issue, and its recommendations for any action it believes DOC should take regarding the health care matters; and
 4. Keep records of its research and investigation into health care matters referred by DOC, and will make the records available to DOC.

- B. Provide consultation services to DOC with respect to issues of health care, including medical necessity, quality of care, and access to care, that arise in connection with DOC's investigation of consumer complaints under its jurisdiction.
 - 1. Review those cases or portions of cases referred to it by DOC that fall within its special health care expertise;
 - 2. Perform any research or investigation necessary to appropriately analyze the issues referred;
 - 3. If providing such services requires retention of third party vendors, solely for DOC's investigation, MDH agrees not to retain such services unless it first receives written authorization from DOC. In addition, DOC shall be responsible for the costs of such third party services;
 - 4. Provide a written report to DOC setting forth its conclusions as to the health care matters at issue, and its recommendations for any action it believes DOC should take regarding the health care matters; and
 - 5. Keep records of its research and investigation into health care matters referred by DOC, and will make the records available to DOC on request.
- C. Participate, on request, in support of any administrative or judicial proceeding related to a disciplinary action undertaken by DOC insofar as the action is based on MDH's recommendations regarding health care matters.
- D. As ordered by the Commissioner of Health, implement recommendations for corrective or disciplinary action proposed by DOC in connection with issues of financial solvency, rates, and contract approval.
- E. Transfer records, annual reports, identification of county-based purchasers and related financial requirements and such other documents to DOC as may be required by DOC to conduct its responsibilities under this agreement.
- F. Retain responsibility for ordering corrective and disciplinary action in connection with deficiencies in GLBA compliance by entities regulated by the MDH and defined under 15 U.S.C. § 6801 *et seq.*, as a "financial institution" or person engaging in the provision of insurance.

3 Right to communicate and correspond directly

MDH and DOC agree that each has the right to communicate and correspond directly with health plan companies under the regulatory jurisdiction of the other to the extent that such communication and correspondence is necessary to accomplish the tasks set forth in this Agreement. MDH and DOC further agree that DOC has the right to communicate and correspond directly with entities that are or wish to be county-based purchasers to the extent that such communication and correspondence is necessary to accomplish the tasks set forth in this Agreement.

4 Consideration and Terms of Payment

MDH shall reimburse DOC for its personnel costs and other expenses actually incurred by DOC in performing the services specified in paragraphs 2.1 (A), and 2.1 (B) of this Agreement.

There will be no payments by either party for services performed under paragraphs 2.1 (C), 2.1 (D), 2.1 (F), and of 2.2 of this Agreement.

The total amount to be reimbursed to DOC for services specified in paragraphs 2.1 (A), 2.1 (B) and 2.1 (E) of this Agreement for MDH-regulated health plan companies shall not exceed \$300,000 for each one-year period of this agreement. Beginning July 1, 2016, and at the beginning of each fiscal year thereafter for the life of this Agreement, MDH will transfer \$100,000 to DOC to provide cash needed to begin work. Thereafter, DOC will bill MDH quarterly and attach documents to support the amount of the invoice, beginning with the quarter ending September 30, 2016 and continuing throughout the term of this Agreement. In each invoice, DOC will separately itemize personnel and other expenses related to each financial examination performed by DOC under paragraph 2.1(A) of this Agreement and shall itemize services by MDH-regulated health plan companies and county-based purchasers. At the end of each fiscal year during the life of this Agreement, MDH will process a transfer correction in the amount of \$100,000.

MDH shall reimburse DOC for services performed and expenses incurred under paragraph 2.1 (E).

5 Authorized Representatives

MDH's Authorized Representative is Thomas Major, Health Program Manager, Managed Care Systems, or his successor, Suite 300, 85 7th Place E., Golden Rule Building, St. Paul, MN 55101,

DOC's Authorized Representative is Kathleen Orth, Chief Examiner-Solvency Manager, or her successor, 85 7th Place E., Suite 500, Golden Rule Building, St. Paul, MN 55101.

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 authorized by law, and shall not be responsible for the acts of any others and the results thereof. MDH and DOC shall be governed by the provisions of the Minnesota Tort Claims Act

8 Data Issues

MDH and DOC agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either agency to the other, in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either agency in accordance with this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this paragraph by either agency. Whenever either agency receives a data practices request for data related to the authority of the other agency according to this Agreement, the agency receiving the data practices request shall promptly notify the other agency, and the other agency shall respond to the request.

All reports, studies, photographs, negatives, data, surveys, or other finished or unfinished documents prepared by DOC or obtained by DOC under paragraph 2.1 of this Agreement, and all records, annual reports and other documents transferred from MDH to DOC under paragraph 2.1(E) of this Agreement, shall be remitted to MDH by DOC within 30 calendar days after the completion, termination, or cancellation of this Agreement.

9 Termination

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

In addition, if at any time funds become unavailable, this Agreement shall be terminated, immediately upon written notice of such fact by MDH to DOC. In the event of such termination, DOC shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

10 Assignment

Neither MDH nor DOC shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party.

11 Other Provisions

Unless otherwise indicated, all references to days in this Agreement mean working days.

MINNESOTA DEPARTMENT OF HEALTH

By: Mary Edwards
(with delegated authority)

Print Name:

Title: Mary Edwards, Acctg. Supv., Fin. Mgmt

Date: 6/30/16

MINNESOTA DEPARTMENT OF COMMERCE

By: Anne O'Connor
(with delegated authority)

Print Name: Anne O'Connor

Title: Deputy Commissioner-Chief of Staff

Date: 6.8.16

STATE ENCUMBRANCE VERIFICATION

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

Signed: Amy Jellison

Print Name: Amy Jellison

Title: Accounting Officer

Date: 6/29/16

Attachment C: MDH's Reports Due to DHS

MDH SFY 2018 Reports Due to DHS:

No.	Report	Report Format	Data Practices Status	Due Dates
1	Quarterly MCO Complaint Report	Emailed Word or Excel document	Public	a. Oct. 20, 2017 b. January 19, 2018 c. April 20, 2018 d. July 20, 2018
2	Quarterly Managed Care Compliance Interagency Agreement Activity Status Report	Emailed Word or Excel document	Public	a. Oct. 20, 2017 b. January 19, 2018 c. April 20, 2018 d. July 20, 2018
3	Quarterly Managed Care Compliance Interagency Agreement Invoice Statement	Emailed Word or Excel document	Public	a. Oct. 20, 2017 b. January 19, 2018 c. April 20, 2018 d. July 20, 2018
4	DHS's Managed Care Compliance Interagency Agreement Annual Expenditure Report	Signed PDF document (please use Attachment E) emailed	Public	July 20, 2018
5	Proposed schedule of QA Examinations and mid-cycle reviews	Emailed Word or Excel document	Public	Sixty (60) calendar days prior to the start of calendar year
6	Final QA Examination Report	Emailed Word or Excel document	Public	Per QA exam schedule
7	HEDIS Hybrid measures for the F&C and SNBC contracts	Emailed Word or Excel document	Public	Following receipt from MCOs

MDH SFY 2019 Reports Due to DHS:

No.	Report	Report Format	Data Practices Status	Due Dates
1	Quarterly MCO Complaint Report	Emailed Word or Excel document	Public	a. Oct. 19, 2018 b. January 18, 2019 c. April 19, 2019 d. July 18, 2019
2	Quarterly Managed Care Compliance Interagency Agreement Activity Status Report	Emailed Word or Excel document	Public	a. Oct. 19, 2018 b. January 18, 2019 c. April 19, 2019 d. July 18, 2019
3	Quarterly Managed Care Compliance Interagency	Emailed Word or Excel document	Public	a. Oct. 19, 2018 b. January 18, 2019 c. April 19, 2019

	Agreement Invoice Statement			d. July 18, 2019
4	DHS's Managed Care Compliance Interagency Agreement Annual Expenditure Report	Signed PDF document (please use Attachment E) emailed	Public	July 18, 2019
5	Proposed schedule of QA Examinations and mid-cycle reviews	Emailed Word or Excel document	Public	Sixty (60) calendar days prior to the start of calendar year
6	Final QA Examination Report	Emailed Word or Excel document	Public	Per QA exam schedule
7	HEDIS Hybrid measures submission summary for the F&C and SNBC contracts	Emailed Word or Excel document	Public	Following receipt from MCOs

**Attachment D: Managed Care Compliance Interagency Agreement Budget
Breakdown**

SFY 2018 and 2019 Managed Care Interagency Agreement Budget Breakdown

No.	Budget Item	FTE/Description	DHS Amount SFY 2018	DHS Amount SFY 2019
1	Salary and Fringe Benefits: 3 Examiner Positions	At .50 each (total FTE: 1.5)	\$149,713.15	\$153,081.70
	2 Analyst Positions	At .25 each (total FTE: .50)	\$51,483.99	\$52,642.38
	1 Manager Position	At .25	\$28,331.02	\$28,968.46
2	Supplies and other related expenses	Program supplies	NA	NA
3	NCQA HEDIS Hybrid Measures Collection Expense	Subcontractor expense	NA	NA
4	Subtotal	Direct Expenses	\$229,528.16	\$234,692.54
5	Indirect Cost	23.14%	\$53,112.82	\$54,307.85
6	TOTAL	All expenses (direct and indirect)	\$282,640.98	\$289,000.39

Attachment E:

Managed Care Compliance Interagency Agreement Annual Expenditure Report

SFY _____

Category	DHS Funds	MDH – State Share Funds	TOTAL
1. Salaries & Wages			
2. Fringe Benefits			
3. Travel	NA		
4. Equipment	NA		
5. Supplies			
6. Other Related Expenses			
SUBTOTAL			
7. Indirect Cost			
8. Contract Services			
TOTAL			

I hereby certify MDH has incurred the expenses in the same amount as indicated above and the expenses were paid with MDH's state funds.

 MDH
 Representative Signature

 Date

This report must identify the State matching funds expended under this Agreement. The report must also identify the funding source of the State matching funds. Questions on completing this form please contact Chris Bjorge at (651) 431-2736.

Attachment F:

Quality Assurance (QA) Examination Preparatory Information

DHS will provide MDH with preparatory information within thirty (30) days of receiving a request for information. MDH will include the QA Examination (Mid-cycle review) time period in its request. The following are the usual items that will be provided by DHS to MDH prior to each QA Examination. Other items of information may be added upon mutual agreement.

1. Grievance; Appeal; Denial, Termination, or Reduction (DTR); and other issues identified by the Ombudsman for Managed Care.
2. Approved DTR and Appeal Rights Notices including dates approved for each of the examination years.
3. Most current External Quality Review (EQR) reports and information.
4. Listing and description of MCO issues.
5. Annual Listing of public programs (Families & Children MA, MinnesotaCare, MSHO, MSC+, and SNBC), effective participation date and service area (counties) the MCO participates in.
6. Annual listing of MCO Performance Improvement Projects (PIPs) and any recently complete PIPs.
7. Care Plan Audit samples.
8. TCA informational materials for MCOs.
9. Minnesota Health Care Programs (MHCP) updates, MCO/DHS contract changes and other information.
10. Other information as requested.

ATTACHMENT G: DATA SHARING AGREEMENT TERMS AND CONDITIONS

This Attachment sets forth the terms and conditions in which the parties will share, use, and disclose data that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, 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 data and information that may be created, collected, received, maintained, or disseminated by the parties pursuant to this Agreement.

DHS is the primary state agency to help people meet their basic needs by providing or administering a variety of services for children, people with disabilities, and older Minnesotans.

DHS contracts with licensed MCOs to provide health care services to publicly funded program enrollees, participating in DHS' Minnesota Health Care Programs.

MDH is the state agency responsible to protect, maintain, and improve the health of citizens of Minnesota, and is the agency designated to regulate: (1) HMOs under Minnesota Rules, chapter 4685 and Minnesota Statutes, chapter 62D; (2) community integrated services networks under chapter 62N; (3) certain health plan companies under chapter 62Q; (4) CBP organizations under Minnesota Statutes, section 256B.692; and (5) CBP health services for the public programs, pursuant to Laws of Minnesota 1997, chapter 203.

Minnesota Statutes section 144.05, subdivision 1, clause (b), authorizes the Minnesota Commissioner of Health to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness and disease and the limitation of disabilities resulting therefrom.

Under this Agreement, MDH will collect and share with DHS compliance information described in Section 1 and Attachment F of this Agreement from licensed MCOs contracted with DHS.

Independent from this Agreement, MDH collects and maintains the Protected Information described in Section 1 and Attachment A of the Agreement and this Attachment from licensed MCOs as the state agency designated to regulate the quality assurance of MCOS and for its own public health purposes.

Under this Agreement, any data and information made available to DHS will retain the classification applicable as if it were maintained by MDH according to Minnesota Statutes, section 13.03, subdivision 4(c) because both MDH and DHS are government entities, and DHS agrees to prevent disclosure of Not Public data and information it receives from MDH.

Pursuant to Minnesota Statutes, section 13.46, subdivision 2(a)(6), DHS is permitted to share private data on individuals to MDH to administer federal funds or programs.

For purposes of this Agreement, MDH shall not be considered part of the Welfare System, as that term is defined in Minn. Stat. 13.46 Subd. 1.

The Health Insurance Portability Accountability Act (HIPAA) at 45 C.F.R. § 164.512 (b)(1)(i) permits uses and disclosures of Protected Health Information by DHS to MDH in MDH's capacity as a public health authority that is authorized by law to collect or receive such information for the purpose of preventing or

controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions.

It is expressly agreed that MDH is not a HIPAA covered entity. In addition, it is expressly agreed MDH is not collecting, creating, transmitting, and maintaining Protected Health Information on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, the parties expressly agree that MDH is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, the Agreement. 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 Attachment.

The parties therefore agree as follows:

DEFINITIONS

- A. "Agent" means the MDH's employees, contractors, subcontractors, and other non-employees and representatives.
- B. "Agreement" means the interagency agreement identified as IAK%109384 and between DHS and MDH to evaluate the performance and compliance of MCOs contracted to provide health care service to enrollees of DHS' Minnesota Health Care Programs.
- C. "Applicable Safeguards" shall mean the state and federal provisions listed in Section 2.1 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.
- E. "Contract" means DHS contracts with County Based Purchasers and Health Maintenance Organizations as MCOs.
- F. "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.
- G. "Individual" means an individual as that term is defined in Minnesota Statute 13.02.
- H. "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 the Agreement and this Attachment.
- I. "Protected Information" means any information that is or will be used by DHS or MDH under the Agreement that is protected by federal or state laws, statutes, regulations or standards, including those listed in this Attachment. 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, and "Health Data" as that term is defined by Minn. Stat. 13.3805. Protected Information also includes, but is not limited to, Protected Health Information as defined by HIPAA, and such information maintained within or accessed via a State information management system, including

a State "legacy system" and other State application.

- 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.

1. INFORMATION EXCHANGED

- 1.1 This Attachment governs the data that will be exchanged between the DHS and MDH in performance of the Agreement. The data exchanged under the Agreement will include the data elements specified in Section 1, Attachment B, and Attachment F of the Agreement.
- 1.2 The data exchanged under the Agreement is required in order for MDH to conduct Quality Assurance evaluations of MCOs contracted with DHS, and in order for DHS to evaluate the performance and compliance MCOs contracted to provide health care service to enrollees of DHS' Minnesota Health Care Programs.
- 1.3 Upon receipt of Protected Information by MDH, the data will be held as Health Data under Minnesota Statutes section 13.3805, which is classified as private data on individuals.
- 1.4 Upon the receipt of Protected Information by DHS, the data will be held as not public data under Minnesota Statutes, section 13.46 and protected health information under 45 C.F.R. 164.103, which is classified as private data on individuals and individually identifiable health information.
- 1.5 DHS is permitted to share the Protected Information with MDH pursuant to the authorities specified in the Recitals in this Attachment and the Agreement.
- 1.6 MDH is permitted to share the Protected Information with DHS pursuant to the authorities specified in the Recitals in this Attachment and the Agreement.

2. INFORMATION PRIVACY AND SECURITY

MDH and DHS must comply with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 as it applies to all data provided by either party under the Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party under the Agreement. The civil remedies of Minn. Stat. § 13.08 apply to MDH and DHS.

2.1 Compliance with Applicable Safeguards.

A. **State 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. 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. U.S. Privacy Act of 1974;
5. Computer Matching Requirements (5 U.S.C. 552a);
6. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook" Publication 3373); and
7. 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 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 Data Responsibilities.

A. Use Limitation.

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

B. **Individual Privacy Rights.** The parties shall ensure individuals are able to exercise their privacy rights regarding Protected Information as provided in the Applicable Safeguards, including but not limited to the following:

1. **Complaints.** The parties shall work cooperatively with each other 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, MDH or DHS must forward to the other any request to make any amendment(s) to Protected Information in order for that party to satisfy its obligations under Minn. Stat. § 13.04, subd. 4.

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

1. **Reasonable Assurances.** Before the Agents of either party are allowed to use or disclose Protected Information, that party must provide the other party it will obtain reasonable assurances that its Agents will comply with the terms of this Agreement and Applicable Safeguards through, at a minimum, reviewing its Agents' information security and privacy training history.
2. **Documentation.** Each party shall make available documentation required by this Section upon request by the other party.

D. Ongoing Responsibilities to Safeguard Protected Information.

1. **Privacy and Security Policies.** Each party 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.** Each party 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 Attachment.
3. **Monitoring Agents.** Each party shall ensure that any contractor, subcontractor, or other agent to whom that party discloses Protected Information or to whom that party employs or retains to create, receive, use, store, disclose, or transmit Protected Information agrees to the same restrictions and conditions that apply under the Agreement with respect to such Protected Information.
4. **Minimum Necessary Access to Protected Information.** Each party shall ensure that its Agents use only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.
5. **Training.** Each party shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Agreement and this Attachment.

E. Reporting Privacy Incidents, Security Incidents, and Breaches. Each party will comply with the reporting obligations of this Section as they apply to the kind of protected information involved.

1. **Other Protected Information.** Each party will report all other privacy incidents and security incidents to the other party.
 - a. **Initial report.** The party who suffers a privacy or security incident will report all other privacy and security incidents to the other party, in writing, within five (5) days of discovery. If the reporting party is unable to complete its investigation of, and response to, a privacy incident or security incident within five (5) days of discovery, then the reporting party will provide all information under Section 2.2(E)(1)-(4), of this Attachment that are available at the time of the initial report.

- b. **Final report.** The reporting party will, upon completion of its investigation of and response to a privacy incident or security incident, or upon request of the other party in accordance with Section 2.2(E)(5) submit in writing a report to DHS documenting all actions taken under Section 2.2(E)(1)-(4), of this Attachment.

- F. **Access to Books and Records, Security Audits, and Remediation.** The parties represent that each 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 each other. Each party will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Agreement and will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s).

- H. **Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements or of other matters pertinent to the execution of the Agreement, must be securely maintained and retained by each party 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 2.5 of this Attachment.

- I. **Requests for Disclosure of Protected Information.** If a party or one of its Agents receives a request to disclose Protected Information, that party shall inform the other party of the request and coordinate the appropriate response with the other party and 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 the other party.

- J. **Conflicting Provisions.** To extent that the parties determine, following consultation, that the terms of the Agreement or this Attachment are less stringent than the Applicable Safeguards, the Applicable Safeguards apply. In the event of any conflict in the requirements of the Applicable Safeguards, the most stringent Applicable Safeguard applies.

2.3 Data Security.

- A. **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.

- B. **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 Data Responsibilities.

- A. Each party shall disclose Protected Information only as authorized by law.
- B. Each party shall obtain any consents or authorizations that may be necessary for it to disclose Protected Information.
- C. Each party shall notify the other of any limitations that apply to the use and disclosure of Protected Information that would also limit the use or disclosure of Protected Information by the receiving party.
- D. Each party shall refrain from requesting the other party to use or disclose Protected Information in a manner that would violate applicable law or would otherwise be impermissible.

2.5 Obligation Upon Expiration or Cancellation of the Agreement. Upon expiration or termination of the Agreement for any reason:

- A. In compliance with the procedures in the Applicable Safeguards, or as otherwise required by applicable industry standards, the parties shall immediately, destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to DHS all Protected Information that it maintains.
- B. The parties shall ensure and document that the same action is taken for all Protected Information that may be in the possession of its contractors, subcontractors, or agents. Contractors, subcontractors, or agents shall not retain copies of any Protected Information.
- C. In the event that a party cannot reasonably or does not return or destroy Protected Information, it shall notify the other party 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 it or its contractors, subcontractors, or agents maintain the Protected Information.
- D. Each party shall document and verify in a report 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 the providing party; and
 - 3. The identity of organization name (if different), 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.
- F. Any costs incurred in fulfilling obligations under this Section will be the sole responsibility of the party incurring those costs.

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MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

Recitals:

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

WHEREAS, the Minnesota Department of Health (hereinafter MDH) is empowered to enter into interagency agreements pursuant to Minnesota Statutes section 471.559, subdivision 10; and

WHEREAS, the United States Department of Health and Human Services has promulgated regulations to set conditions for federal financial participation (FFP) for health and related supportive services in the Title XIX program for Child and Teen Checkups (hereinafter C&TC) [42 CFR 432.50 aka Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)], for which DHS is the agency responsible; and

WHEREAS, MDH is the state agency responsible to protect, maintain and improve the health of citizens of Minnesota under Minnesota Statutes sections 144.05 and 144.07, and it is the agency designated to administer Maternal and Child Health Services Block Grant (Title V of the Social Security Act as amended), Minnesota Statutes section 145.88; and

WHEREAS, DHS and MDH have determined that the objectives of educating and training public and private providers on early and periodic screening components and anticipatory guidance; providing best practice recommendations related to early and periodic screening components; and providing consultation and technical assistance on early and periodic screening components can best be met through collaboration with one another.

NOW, THEREFORE, it is agreed:

1. Duties: The following duties will be completed by the parties.

1.1 Assessment of Training Needs.

- a. MDH and DHS will meet regularly to review current curricula and trainings to determine whether revisions are needed in the training plan that is established in Clause 1.2 of this Agreement.
- b. Using DHS data, MDH and DHS will determine together which providers are providing C&TC services/screenings and which geographic areas have the largest gaps in C&TC services.
 1. DHS will provide data about C&TC providers and services to MDH on or before July 15, 2018, and will provide additional data as necessary to further inform training and evaluation.
 2. The data will include provider types and geographic areas.
- c. MDH and DHS will work together to create an Assessment to document their findings of curricula and trainings needed. The Assessment shall inform the training plan to be established per Clause 1.2.
- d. DHS and MDH will establish any mutually agreed upon subcontracts with Minnesota professional provider organizations such as Minnesota Chapter of the National Association of Pediatric Nurse Practitioners (MNNAPNAP), Minnesota Chapter of the American Academy of Pediatrics, or Minnesota Academy of Family Physicians

(MNAFP) or other entity regarding C&TC training that both agencies agree would be beneficial.

1.2 Training Plan. DHS and MDH will work together to maintain and revise as needed a training plan for C&TC providers. The training plan:

- a. Will be designed to reach all providers who provide services for the DHS C&TC eligible population. This may involve targeting key types or categories of providers.
- b. May incorporate relationships with external partners to reach providers (for example, health plans, clinic systems, professional associations, and Tribes).
- c. Will identify the modes of training to be employed.
- d. Will address health disparities as identified by DHS and MDH, by, for example, using information from MDH's Advancing Health Equity report and DHS data.
- e. Will consider other public health activities and efforts underway to improve the health of the C&TC population and other public health grants or initiatives addressing the C&TC population.
- f. Will include providers and geographic regions identified by MDH and DHS as needing training.
- g. In the first quarter of each fiscal year, will establish goals and objectives for training by provider, audience type, geographic area, and topic.
- h. Will include joint MDH and DHS trainings for local C&TC coordinators and staff who are responsible for outreach to families and training for local clinics.

1.3 Evaluation. DHS and MDH will work together to establish an evaluation plan by September 30, 2018 that reflects the goals and objectives established in the training plan in Clause 1.2 of this Agreement, and includes mutually agreed upon outcome measures. At a minimum, the evaluation plan will include:

- a. Tracking of providers and local public health and tribal staff that MDH and DHS have trained during the state fiscal year.
- b. Integration efforts with external partners.
- c. C&TC screen rates by geography, provider type and racial/ethnic disparities.
- d. Any revisions, during the two year period, that DHS and MDH staff determine to be necessary.

1.4 Duties of MDH. MDH will develop, administer, and conduct trainings as follows:

- a. **Curriculum.**
 1. MDH will prepare for and conduct training presentations or portions thereof as agreed under the terms and conditions of this Agreement.
 2. MDH will participate in meetings convened by DHS to develop training session agendas, learning objectives, evaluations, schedules, and joint presentation planning, and other materials as needed for trainings identified in Clause 1.4.b.
 3. In consultation with DHS and as approved by DHS, MDH will develop and revise curricula and other training session materials as needed for the C&TC Screening Components Trainings described in the terms of this Agreement. These revisions must be consistent with MDH, DHS and U.S. Department of Health and Human Services standards, professional organization guidelines and recommendations, and current standards of practice. DHS will provide feedback or approval within

two weeks or an agreed upon timeline of receiving revisions to existing curricula or newly developed curricula.

4. **C&TC Comprehensive Screening 2–3 day training sessions:** MDH will forward a copy of all materials distributed and used for the C&TC Comprehensive Screening 2–3 day training sessions for the first contract year and will provide an update when key changes in content have been made.

b. **Training Sessions.** The purpose of the training sessions is for participants to obtain the knowledge and skills needed to provide C&TC services consistent with program standards. MDH will provide at least the following types and frequency of training sessions as listed below. Modifications to the number of sessions and schedule may be negotiated and approved by MDH and DHS by written agreement (which may include e-mail).

1. **C&TC Comprehensive Screening Training.** MDH will provide zero to 2 day training sessions in each contract year, with at least one training session in greater Minnesota, to train Registered Nurses and Public Health Nurses who
 - i. Plan to actively provide C&TC screenings within three to six months of the training date and have not previously attended the C&TC Comprehensive Screening training; or
 - ii. Currently provide C&TC screenings but have not attended the C&TC Comprehensive Screening training in the past six years; or
 - iii. Have not actively provided C&TC screenings in the past year and have not attended the C&TC Comprehensive Screening training in the past four years; or
 - iv. Are preapproved by MDH or DHS to attend the training.
2. **C&TC Refresher.** MDH will provide one to two C&TC refresher training sessions in each contract year to update Registered Nurses, Public Health Nurses, or other appropriate clinic staff on current C&TC content and screening procedures, and to enhance knowledge and skills needed to provide C&TC services consistent with program standards for Registered Nurses and Public Health Nurses who
 - i. Currently provide C&TC screenings and have attended the C&TC Comprehensive Screening training within the past five years; or
 - ii. Are preapproved by MDH or DHS to attend the training.
3. **C&TC Ad Hoc Trainings.** MDH will provide 8–10 training sessions and health plan or system consultation meetings in each contract year as requested by public and private providers, C&TC Coordinators, or DHS on topics such as newborn assessment, adolescent health, and best practices for C&TC screening components. Topics and schedules for ad hoc training sessions will be mutually agreed upon by MDH and DHS in order to assure the most efficient use of resources and to achieve the greatest impact. These training sessions will be coordinated with C&TC Coordinators, primary care clinics, and hospitals to maximize attendance. These training sessions may include videoconference trainings and web-based training.
4. **HIV Screening Training Sessions.** MDH will provide at least four C&TC training sessions in each contract year to train public and private health care providers on the HIV screening requirement, with particular focus on best practices.
5. **Developmental and Mental Health Screening Trainings.** MDH will provide at least five trainings in each contract year to train public and private health care

- providers on the provision of standardized developmental and mental health screenings.
6. **Hearing and Vision Screening Trainings.** MDH will provide at least 10 trainings in each contract year to train public and private health care providers on vision screening, hearing screening, or combined training for both vision and hearing screening. Trainings may be conducted for the beginner or advanced screener and may include tympanometry and otoscopy.
 7. **E-Learning.** MDH will review all C&TC e-learning modules for accurate and up-to-date information annually.
 - i. MDH will update, as needed and based on staff capacity, the content in consultation with DHS based on current best practices, state and national guidelines, federal and state regulations, and user evaluations.
 - ii. MDH will remove outdated e-learning modules as mutually agreed upon by DHS and MDH.
 8. Trainings presented in a web-based format shall capture audience participation, demographics and evaluation to the extent possible given available resources.
- c. **Training Scheduling and Cancellation.** MDH will coordinate the scheduling of training sessions agreed to under this agreement with DHS staff.
1. Annually, MDH will provide DHS with a list of scheduled contracted trainings with dates, times, locations for the next contract year, and provide updates to this schedule as appropriate
 2. MDH will reschedule or change training sessions canceled due to low enrollment or inclement weather, if feasible.
 3. The minimum recommended number of participants for trainings sessions listed in Clauses 1.4.b.2–1.4.b.6 is ten in the metro area or six in greater Minnesota.
 4. The recommended minimum number of participants for the C&TC Comprehensive Screening training sessions is six in the metro area or four in greater Minnesota.
- d. **Advertising and Marketing.** MDH will advertise and market C&TC training, education, and resources.
1. MDH will notify all interested persons/agencies of the available trainings.
 - i. Notification of C&TC Comprehensive Screening training sessions will take place at least eight weeks in advance.
 - ii. Notification of C&TC trainings open to the public such as C&TC Refresher trainings, Developmental and Mental Health Screening trainings, Hearing and Vision Screening trainings will take place at least six to eight weeks in advance.
 - iii. Notification of C&TC Ad Hoc training sessions will take place at least four weeks in advance or as feasible.
 - iv. For scheduled revisions after notice has been given, notice will be given to all interested persons/agencies with as much advance notice as possible.
 2. MDH will submit to DHS a master flyer template of each training announcement (in electronic format) in advance for approval.
 3. For all training sessions referenced in this Agreement, notice of these training sessions will be sent to available lists of relevant groups, such as:
 - i. Interested persons/agencies including C&TC providers (physicians, advanced practice nurses, physician assistants, public health nurses),

Minnesota Health Care Programs (MHCP) enrolled clinics, Maternal and Child Health Coordinators, and other agencies, county/tribal public health, nonprofit or community clinics, tribal or Indian Health Service clinics, and Head Start; and

- ii. School-based clinics, C&TC Coordinators, the school health newsletter list, Community Health Services (CHS) mail bag, MDH training calendar, health plan government representatives, and professional organizations such as Minnesota Chapter of the National Association of Pediatric Nurse Practitioners (MNNAPNAP) or Minnesota Academy of Family Physicians (MNAFP) as feasible.

e. **Registration, Fees, and Cancellation Policy.**

1. Registration

- i. Priority for enrollment in C&TC Comprehensive Screening training sessions will be given to those who would directly provide C&TC screening services to MHCP enrollees.
- ii. Registration will take place via the online MDH-maintained E-Logic Learning System for workshop participant registration, contract reporting, and training management. If MDH stops maintaining this online application, MDH and DHS will mutually agree on an alternative online registration method.

2. Fees

- i. For the C&TC Comprehensive Screening 3 day training sessions, MDH may charge participants a fee of \$400.00–\$600.00 per participant for those attending the full training session and covered by C&TC Administrative contract funds. A reduced fee not to exceed \$150.00 will be available for C&TC providers who are not covered by administrative contract funds. MDH, in consultation with DHS staff, will offer an additional reduced fee for tribal and Head Start providers based upon ability to pay.
- ii. Fees for other trainings other than the C&TC Comprehensive Screening training will not exceed \$16.00 per person per contact hour of training.
- iii. Training sessions for which Continuing Medical Education (CME) credit is offered may have additional fees, based on the cost of the workshop and CME accreditation costs.
- iv. Fees for ad hoc training sessions may vary as agreed upon by DHS and MDH.
- v. Fees may be charged for web-based or E-learning modules that provide Continuing Education Units (CEUs) or CMEs. These fees will not exceed \$16.00 per person per contact hour.
- vi. Fees will be reviewed and adjusted, if necessary, and incorporated into the training plan.
- vii. All fees are subject to DHS approval.

3. Cancellation. The cancellation policy for trainings will read as follows:

- i. C&TC Comprehensive Screening training sessions: *"If cancellation is necessary, please notify MDH as soon as possible. Cancellations received up to three business days before the workshop begins are refundable, minus a \$60 processing fee. If registrant does not cancel or cancels less than three business days before the workshop begins,*

registrant will be liable for the full course fee. MDH reserves the right to cancel any workshop if necessary, in which case registrants will receive a full refund."

- ii. *Cancellation Policy for all other training sessions. "If cancellation is necessary, please notify MDH as soon as possible. Cancellations received up to three business days before the workshop begins are refundable, minus a \$25 processing fee. If registrant does not cancel or cancels less than three business days before the workshop begins, registrant will be liable for the full course fee. MDH reserves the right to cancel any workshop if necessary, in which case registrants will receive a full refund."*
- iii. Registrations and payments made through an electronic system shall be refunded according to the cancellation policy and shall be refunded to the account charged unless otherwise approved by DHS and MDH.

f. **Technical Assistance and Consultation.**

1. MDH will complete an individual C&TC 1:1 consultation for all newly trained RN or PHN providers who received training through the 2-3-day C&TC Comprehensive Screening Components training session. This consultation will consist of a physical exam component, proficiency demonstration, and clinic site visit by MDH staff designed to provide a supervised clinical experience for newly trained RNs or PHNs in order to reinforce their skills and review documentation and clinic set-up. If MDH determines it necessary, a second consultation may be scheduled to assess skills in the performance of C&TC components. Referral for additional training or education will be determined in conjunction with DHS.
2. MDH will provide technical assistance to MHCP managed care and fee-for-service providers, county and tribal staff, Head Start and tribal health providers, C&TC Coordinators, managed care representatives, and other providers on C&TC-related components and best practices such as anticipatory guidance, oral/dental health, hearing/vision screening, etc.
3. MDH will coordinate and assist with C&TC-related training needs as requested by county and tribal C&TC staff, Head Start, Early Childhood Screening, schools, tribal providers, public health clinics, and other C&TC clinics, in consultation with DHS.
4. MDH will provide consultation and technical assistance to state professional healthcare provider organizations, Minnesota State Colleges and Universities (MnSCU), and state and national organizations on C&TC screening best practices.
5. MDH will participate in projects that involve quality improvement in well-child screening components such as Minnesota Child Health Improvement Partnership (MnCHIP), Interagency Developmental Screening Task Force, MN Community Measurement, and others as mutually agreed.
6. MDH will provide consultation to DHS on C&TC Coordinator trainings and updates of C&TC materials developed by DHS, such as Screening Component Standards and Guidelines, screening documentation forms, dental periodicity schedule, C&TC brochures, Parent Checklists and other related activities as agreed to by MDH and DHS.
7. MDH will develop, revise and maintain C&TC Fact Sheets, the MDH C&TC web site, health history forms, and other related activities as agreed to by MDH and

DHS.

8. MDH will ensure that documents and web-based materials are formatted for ADA compliance and will follow MDH communication policy requirements.
9. MDH and DHS will discuss and prioritize these activities every six months, or more frequently as MDH and DHS mutually determine is necessary due to significant planned updates.

1.5 Staffing.

- a. MDH will provide staff as specified in Attachment A, "SFY 2019 Budget," and Attachment B, "SFY 2020 Budget," (budgets), which are attached and incorporated into this Agreement, to ensure that the duties and requirements of this Agreement are met.
- b. MDH will maintain a Staffing Plan for this activity.
 1. The Staffing Plan will identify "key personnel" by name.
 2. MDH will submit the initial Staffing Plan to DHS by July 15, 2018.
 3. MDH and DHS will notify each other of any proposed changes in staffing.
 - a. Changes in the position classifications for key personnel must be agreed upon in writing (which may include e-mail) by DHS and MDH.
 - b. MDH and DHS will provide timely notification of changes in key personnel.
- c. MDH may hire and supervise student workers or interns to conduct research, gather information, and perform other functions as necessary to support the C&TC activities of both agencies.
- d. MDH staff will supervise, review and edit student worker/intern work to assure quality work products before requesting DHS approval.
- e. To maximize the Federal Financial Participation (FFP) rate for this activity, MDH agrees to staff the contractual services it performs in accordance with the requirements of 42 C.F.R., section 432.50(d) at all times during the term of this Agreement and will maintain all necessary documentation and reporting to qualify for FFP funding for staff services.

1.6 Reporting. MDH will prepare and submit an annual report to DHS within 90 days of the end of each contract year. The report will include the following elements:

- a. Training Sessions.
 1. The report will provide a summary list of the flyers sent, including when they were sent and to whom they were sent.
 2. In the annual report to DHS, MDH will provide summary of training activities and attendees for the year.
 3. When reporting on the C&TC Comprehensive Screening 2-3 day training sessions provided, the report will also show the number of 1:1 consults, and if a participant is auditing only and will not be providing C&TC screening services. Upon request by DHS, the report will include if the participant is a licensed Registered Nurse and/or Public Health Nurse or other medical credential type, and participant's supervisor's name.
 4. For C&TC e-learning modules, the report will include participant profession, geographic location, and whether they provide C&TC screening services. The report will also include the number of website hits to each E-learning module annually, identifying each module and the number of hits and/or participation individually, if feasible.

5. The report will include a narrative describing how the curriculum has changed/been updated to meet the participants' needs, as well as new developments in the Maternal and Child Health (MCH) field.
 6. The report will include a summary of all the training participant evaluations. Copies of the individual evaluations will be provided to DHS, upon request, within 90 days after the annual report has been received.
 7. The report will include a statement of total fees collected for each of the trainings.
 8. The report will include a summary of all training cancellations and reason for cancellation.
- b. Activity-specific reporting related to C&TC Ad Hoc training sessions: MDH will forward a record of all requests and topics for ad hoc training sessions to DHS with information on whether or not they were provided, and if not, the reason they were not provided.
 - c. Student worker/intern: MDH will provide a summary of work completed by student worker/interns under this Agreement to DHS. A copy of the work products produced by student worker/interns shall be provided to DHS, if requested.
 - d. Technical Assistance and Consultation. The report will summarize consultation and technical assistance to C&TC Coordinators, public health agencies, tribal health agencies, Head Start, health plan representatives and others.
 - e. Overall Training Plan Evaluation. MDH will report on the outcome of the evaluation plan in clause 1.3 including all mutually agreed upon outcome measures.

1.7 Training Evaluation. MDH will evaluate trainings and workshops.

- a. MDH will request evaluations from all participants at the end of the training or workshop. MDH staff will review the training and workshop evaluation forms and, in consultation with DHS, will update forms if necessary.
- b. 6 months after each training, MDH will survey all participants to determine, at a minimum, if they are using the skills from the training, and any additional information that should be included in the training.
- c. Completed evaluation forms will be used by MDH staff as part of individual training evaluations, overall evaluation of the training plan and may also be used as part of the evaluation plan activities described in section 1.3.a of this Agreement.

1.8 Annual Expenditure Report. MDH will submit an annual expenditure report to DHS in accordance with Attachments A and B (budgets).

- a. The report will summarize all expenditures by line item and must identify the funding sources and amounts of the State matching funds expended.
- b. The report will include all costs attributable to MDH in order to carry out the Duties and requirements of this Agreement.
- c. The report will be prepared in compliance with all applicable federal regulations and requirements including: Title XIX of the Social Security Act, the Code of Federal Regulations Titles 42 and 45, OMB Circular A-87, "Cost Principles for State, Local and Tribal Governments," and applicable provisions within the State Medicaid manual, to ensure that costs claimed for federal reimbursement are accurate and reflect actual costs incurred only for the services provided under this Agreement.
- d. The report will identify expenditures eligible at both the fifty percent (50%) and seventy-five percent (75%) rates of federal financial participation.
- e. The report will be submitted no later than sixty (60) days following the end of each

- contract year.
- f. DHS will furnish a formatted document or spreadsheet to MDH for this report.

1.9 Duties of DHS.

- a. For training sessions on C&TC Screening components developed and implemented by DHS, DHS will:
1. Prepare for and conduct training session presentations or portions thereof in consultation with MDH.
 2. Coordinate and schedule DHS' C&TC-related training sessions and meetings with C&TC administrative staff, C&TC Coordinators, public health, Head Start, private clinic providers around the state and provider organizations such as MNNAPNAP, Minnesota Chapter of the American Academy of Pediatrics, or MNAFP.
- b. DHS will inform MDH of changes to state and federal regulations related to C&TC and Early Periodic Screening, Diagnosis and Treatment (EPSDT) in a timely manner.
- c. DHS will inform MDH in a timely manner of staffing changes, changes to programmatic information which is pertinent to services, components, and standards included in contracted training sessions.
- d. DHS will inform MDH of contract expectations, including all necessary document and reporting requirements, necessary to secure Federal Financial Participation (FFP) rate for activities under this contract to meet the requirements of 42 C.F.R., section 432.50(d).
- e. In consultation with MDH, DHS will revise, update, and develop C&TC materials that reflect current C&TC screening standards and are used for a C&TC screening visit.
- f. DHS will respond to all MDH requests for review of training materials, curricula, or revisions within two weeks of receipt or within a mutually agreed upon time.
- g. DHS will participate in meetings with MDH to develop training session agendas and materials, schedules, joint presentation planning and any other contract responsibilities as needed.
- h. DHS will schedule all necessary regional C&TC meetings; coordinating with MDH contracted staff, county, tribal, health plan, C&TC Coordinators and DHS staff as needed.
- i. DHS will provide MDH with copies of C&TC mailings sent to all C&TC providers and outreach coordinators.
- j. DHS will include MDH C&TC staff on all e-mail bulletins, updates and newsletters that are sent to C&TC providers.
- k. DHS will provide to MDH the reporting format and or details necessary for MDH to comply with all applicable federal regulations and requirements.
- l. DHS will provide regular data reports as mutually agreed upon, and will provide additional data as needed to inform MDH in the development of the training plan and/or content of trainings.

1.10 Interagency collaboration. DHS and MDH will:

- a. Attend C&TC interagency staff meetings held at least two times per contract year. These meetings will be comprised of MDH and DHS staff for the purpose of discussing contract implementation and progress toward C&TC program goals. These may be convened by either agency to discuss the status of this Agreement, duties of the parties, review draft materials, and identify and solve problems.
- b. "Consultation between DHS and MDH," "Consultation with DHS," and "Consultation with MDH," when used in this Agreement, shall mean written correspondence, whether by memo, letter, or e-mail, to assure clear communication. Oral decisions made during conversations and meetings must have written confirmation by both MDH and DHS through a follow up email or letter that can be initiated by either MDH or DHS. All consultation requests made by either party will be acknowledged and addressed within one week unless otherwise specified.
- c. DHS and MDH will review this Agreement at a minimum of every six (6), twelve (12), and eighteen (18) months from the effective date to determine if substantive changes in responsibilities, budget allocations supported by DHS, or training session fees are warranted. If a change in responsibilities which is outside the scope of this Agreement is warranted, an amendment to this Agreement to reflect the agreed upon changes may be required.

2. FUNDING

2.1 Agency funding responsibilities.

- a. **Agency funding responsibilities.** Funding for this activity will be provided with State funds from MDH and with Federal funds from DHS. The total budget for this activity for SFY 2019 and SFY 2020 is summarized in attached Attachment C, "Child & Teen Checkup Provider Training Budget," which is attached and incorporated into this Agreement.
 1. MDH receives a Legislative appropriation for the State share of this activity.
 - i. MDH will fund this activity in an amount not to exceed **one hundred and ninety thousand dollars (\$190,000.00)** in SFY 2019 and in an amount not to exceed **one hundred and ninety thousand dollars (\$190,000.00)** in SFY 2020.
 2. DHS will fund this activity to the maximum amount of Federal Financial Participation allowed per 42 C.F.R., section 432.50 in an amount not to exceed **four hundred eighty-eight thousand six hundred fourteen dollars (\$488,614.00)** in SFY 2019 and in an amount not to exceed **four hundred ninety-three thousand seven hundred seven dollars (\$493,707.00)** in SFY 2020.
- b. **Federal funds.** Payments will be made from federal funds obtained by DHS through Title XIX, Catalog of Federal Domestic Assistance (CFDA) Number 93.778, Early and Periodic Screening, Diagnostic, and Treatment, Medical Assistance Program/Medicaid program, of the Social Security Act of 1935 (Public law 111-150 and amendments thereto).
 1. MDH is responsible for compliance with all applicable federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by MDH's failure to comply with federal requirements.

2. DHS is responsible for compliance with all applicable federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by DHS's failure to comply with federal requirements
3. To maximize the Federal Financial Participation rate for this activity, MDH agrees to staff the contractual services it performs in accordance with the requirements of 42 C.F.R., section 432.50(d) at all times during the term of this Agreement.

3. CONSIDERATION AND TERMS OF PAYMENT

3.1 Consideration. Consideration for all services performed by MDH pursuant to this agreement will be paid by DHS as follows:

- a. **Compensation.** Compensation will be consistent with the Agreement budget found in Attachment A and Attachment B.
 1. Transfers of funds out of a budget line item into another budget line item in an amount which will exceed ten percent (10%) of the amount approved for the contract year, or ten thousand dollars (\$10,000.00), whichever is less, must be requested in writing in advance by MDH and have prior approval from DHS in writing; including e-mail.
 2. Reimbursement will be quarterly cost reimbursement based on the previous quarter's expenses as documented by itemized invoices.
- b. **Total Obligation.**
 1. The total obligation of MDH will not exceed three-hundred eighty thousand dollars (\$380,000.00)
 2. The total obligation of DHS for all compensation and reimbursement to MDH will not exceed nine hundred eighty-two thousand three hundred twenty-one dollars (\$982,321.00).

3.2 Terms of Payment.

- a. Payment shall be made by DHS within thirty (30) days after MDH has presented invoices for services performed to DHS on a form approved by DHS, and DHS's authorized representative accepts the invoiced services.
- b. MDH will present itemized invoices to DHS for services performed on a quarterly basis, no later than three (3) months after the end of the quarter for which payment is requested.
- c. Invoices will include all Budget line categories found in Attachments A and B and will include all costs attributable to MDH in order to carry out the functions of this Agreement. MDH shall furnish or make available information on any accounts, expenditures or reports as requested by DHS or as may be necessary for audit purposes or compliance with FFP requirements; such as receipts, travel vouchers, and labor distribution reports.
- d. Costs within each Budget line category shall identify expenditures eligible for state and federal financial participation and must itemize costs at both the 50% and 75% rates of federal financial participation (FFP) to be claimed per 42 C.F.R., section 432.50. Invoices shall be submitted in a timely manner.

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

5. Terms of Agreement. This agreement shall be effective on July 1, 2018, or upon the date that the final required signature is obtained by MDH; pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through June 30, 2020, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

6. Cancellation. This Agreement may be canceled by DHS or MDH at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, MDH will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. If at any time Federal funds become unavailable, this Agreement will be cancelled immediately upon written notice of such fact by DHS to MDH. In the event of such cancellation, MDH will be entitled to payment, determined on a pro rata basis, for services accepted and satisfactorily performed.

7. Authorized Representatives. DHS's authorized representative for the purposes of administration of this Agreement is Julie Marquardt, Purchasing and Service Delivery or her successor. MDH's authorized representative for the purposes of administration of this Agreement is Susan Castellano or her 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.

8. Assignment. Neither MDH nor DHS shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

9. 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.

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

11. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to MDH under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a. If DHS has responsibilities to comply with the Data

Practices Act or HIPAA for reasons other than this Agreement, DHS will be responsible for its own compliance.

- b. It is expressly agreed that MDH will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, MDH is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, MDH is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If MDH has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, MDH will be responsible for its own compliance.
- c. Notwithstanding paragraph A and B, in its capacity as PROVIDING AGENCY under this Contract, MDH must comply with the provisions of the Data Practices Act under Minn. Stat., ch. 13. Any data created, collected, received, stored, used, maintained or disseminated by MDH in performing its duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either MDH or DHS.
- D. If MDH receives a request to release data created, collected, received, stored, used, maintained or disseminated by MDH in performing its duties under this Contract, MDH must immediately notify and consult with the DHS's Authorized Representative as to how the MDH should respond to the request.
- E. MDH must comply with Minn. Stat. § 13.05, subd. 5, and establish appropriate security safeguards for all records containing data on individuals.
- F. MDH must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by MDH in performing its duties under this Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Signature page follows

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

APPROVED:

1. MINNESOTA DEPARTMENT OF HUMAN SERVICES ENCUMBRANCE VERIFICATION

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

By: *Dawn Nelson*

Date: 7/2/18

SWIFT Contract No: 143533

SWIFT PO #: 3-62338

2. MINNESOTA DEPARTMENT OF HEALTH

By: *Dawn Nelson*

Title: Accounting Supervisor Principal

Date: 6/28/18

3. MINNESOTA DEPARTMENT OF HUMAN SERVICES

By: *Michelle Morace*

With delegated authority

Title: Assistant Commissioner

Date: 6/28/18

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

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

ATTACHMENT A. SFY 2019 BUDGET

Item	Amount
Direct costs	
Salaries & fringe	\$508,248
Other Direct Costs	
Subcontracts, consultants	\$62,552
Supplies, phones, copies, staff development, travel and seminar support	\$15,930
Subtotal – other direct costs	\$78,482
Subtotal, all costs	\$586,731
Indirect costs	\$91,883
TOTAL	\$678,614

Indirect costs are calculated per MDH's agreement with the Federal government, at **twenty-three and fourteen hundredths percent (23.14%)**.

ATTACHMENT B. SFY 2020 BUDGET

Item	Amount
Direct costs	
Salaries & fringe	\$518,413
Other Direct Costs	
Subcontracts, consultants	\$56,653
Supplies, phones, copies, staff development, travel and seminar support	\$15,800
Subtotal – other direct costs	\$72,453
Subtotal, all costs	\$590,866
Indirect costs	\$92,841
TOTAL	\$683,707

Indirect costs are calculated per MDH's agreement with the Federal government, at **twenty-three and fourteen hundredths percent (23.14%)**.

**ATTACHMENT C. Child & Teen Checkup Provider Training Budget: SFY
2019 - 2020**

	Total	DHS	MDH
		(federal share)	(state share)
Salaries, Fringe Benefits	\$1,026,662	\$722,130	\$304,531
(based on actual MDH costs)			
Other Direct Costs	\$150,935	\$75,468	\$75,467
(Sub contractors, trainings, travel, supplies)			
Sub Total All Costs	\$1,177,596	\$797,597	\$380,000
Indirect 23.16%	\$184,724	\$184,724	
Grand Total 2 Year Agreement	\$1,362,320	\$982,321	\$380,000

There is a slight variance in some figures due to rounding.

**AMENDMENT COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Health	Name of Contractor: Minnesota Pollution Control Agency
Current contract term: 07.01.18 to 06.30.19	Project Identification: Swift Contract No. 144023

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C. 03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date:
Why is it necessary to amend the end date?

2. <input type="checkbox"/> Amend Duties and Cost <input checked="" type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below:
2b. Describe the amendment: Attachment 3, which lists the priority analyses for certification, needs updates to reflect an additional analysis, method updates, and a deletion of an analysis.

3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract
Describe the changes that are being made:

Contract Start Date:	<u>07.01.18</u>	Total Contract Amount:	<u>\$ 2,000,000.00</u>
Original Contract Expiration Date:	<u>06.30.19</u>	Original Contract:	<u>\$ 2,000,000.00</u>
Current Contract Expiration Date:	<u>06.30.19</u>	Previous Amendment(s) Total:	<u>\$ 0</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$ 0</u>

This amendment is by and between the **Minnesota Pollution Control Agency**, 520 Lafayette Road N. St. Paul, MN 55155 (“MPCA”) and the **Minnesota Department of Health**, 601 Robert St. BN. St. Paul, MN 55155 (“MDH”).

Recitals

1. The MPCA has a Contract with the MDH identified as SWIFT Contract Number 144023 (“Original Contract”) to provide environmental sample analysis.
2. The Contract is being amended because the scope of Attachment 3 needs to be updated to reflect an additional analysis, updated methods performed, and the deletion of an analysis.
3. The MPCA and the MDH are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Clause 2.A. 23. “**MDH Duties**” is amended as follows:

MDH shall seek and obtain all relevant certifications from nationally recognized laboratory certification authorities, acceptable to the MPCA, for the list of priority analyses provided in Revised Attachment 3, which is attached and incorporated into this Agreement. MDH shall keep the MPCA Principal Liaison informed of the status of this certification process through the submittal of quarterly status reports.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract No. _____

2. CONTRACTOR

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

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

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

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

Revised Attachment 3

Priority Analyses for Certification

Analysis Name	Reference Method	Method performed by MDH	Matrix
Total Suspended Solids	Approved Method for CWA	SM 2540 D-1997	Water
Total Volatile Suspended Solids	Approved Method for CWA	SM 2540 E-1997	Water
Total Phosphorus	Approved Method for CWA	EPA 365.1, Rev 2.0	Water
Nitrate + Nitrite-N	Approved Method for CWA	EPA 353.2, Rev 2.0	Water
PFC	Performance-based Method	MDH SOP	Water
VOCs	EPA Method 8260	EPA 8260B, Rev 2 EPA 8260D, Rev 4	Water
Chlorophyll-A	Std. Methods 10200 H	SM 10200 H-2001	Water
TKN, Kjeldahl Nitrogen, Total	Approved Method for CWA	EPA 351.2, Rev 2.0	Water
Turbidity	Approved Method for CWA	SM 2130 B-2001	Water
Orthophosphate	Approved Method for CWA	SM 4500P G-1999	Water
Ammonia	Approved Method for CWA	EPA 350.1, Rev 2.0	Water
E Coli	Approved Method for CWA	SM 9223 B-1997	Water
PAHs	EPA Method 8270	EPA 8270D, Rev 4	Water
BOD	Approved Method for CWA	Hach 10360 Revision 1.2, September 2011	Water
pH	Approved Method for CWA	SM 4500-H+B-2000	Water
Chloride by IC	Approved Method for CWA	EPA 300.1, Rev 1.0	Water
Sulfate by IC	Approved Method for CWA	EPA 300.1, Rev 1.0	Water
Magnesium, Total	Approved Method for CWA	EPA 200.7, Rev 4.4	Water
Calcium, Total	Approved Method for CWA	EPA 200.7, Rev 4.4	Water
Alkalinity, Total	Approved Method for CWA	SM 2320B-1997	Water
Hardness as CaCO ₃ - (Ca + Mg)	Approved Method for CWA	SM 2340B-1997	Water
<u>1,4-Dioxane</u>	<u>Performance-based Method</u>	<u>MDH SOP</u>	<u>Water</u>



STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This Agreement is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road N. St. Paul, MN 55155 ("MPCA") and the **Minnesota Department of Health**, 601 Robert St. N. St. Paul, MN 55155 ("MDH").

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

A. MDH Duties:

1. MDH shall perform environmental sample analysis for MPCA.
2. MDH shall generate and provide MPCA with the data elements and reports for each sample MDH analyses pursuant to this Agreement.
3. A list of tests including analysis name, method reference, matrix, and price is contained in **Attachment 1**, which is attached and incorporated into this Agreement.
4. With written consent from both parties, methods and/or technologies for sample analysis may be altered from those listed in **Attachment 1**, as long as the change is compliant with regulations and the pricing for each test remains unchanged.
5. MDH shall perform the environmental sample analysis performed pursuant to this Agreement using methods approved by the most recent update of 40 CFR part 136 or final update of SW-846 or referenced by permit, where applicable.
6. Upon request by MPCA, MDH shall make available, in writing, all MDH environmental sample analytical methods and procedures.
7. MDH shall comply with the requested turnaround times specified in **Attachment 2**, which is attached and incorporated into this Agreement. If MDH cannot comply with any of the requirements set forth in **Attachment 2**, it shall notify the MPCA Liaison of the sample number(s) and parameter(s) affected and the corrective actions, if any, to be taken. The MPCA and MDH Liaisons will mutually agree on a method of resolution of any problems as needed.
8. MDH shall include in the data reports atypical information pertaining to the sample analysis required under this Agreement including but not limited to exceedance of analysis holding times, broken or spilled sample containers, or samples lacking the required preservative.
9. MDH shall accept emergency response samples within a four-hour notice period, twenty-four hours a day, including weekends and holidays. Emergency response samples are samples of public health significance submitted for analysis outside either the laboratory's normal compliance monitoring scope of work or project plan. Notwithstanding this or any other provision in this Agreement, MDH may in its sole discretion refuse to accept any sample from MPCA for analysis which MDH determines it is unable to analyze for reasons including but not limited to safety concerns or the analysis, analyte, or matrix cannot be analyzed at MDH. The MDH Liaison agrees to immediately notify the MPCA Liaison if MDH is unable to accept for

- analysis any or all samples or if MDH cannot meet priority timelines, as described in **Attachment 2**.
10. MDH shall provide emergency environmental sample data by phone or electronic format as soon as the analysis is completed and the required data elements reviewed, and provide a PDF within three (3) business days following completion of review process for all analyses requested on the work order.
 11. The MDH reports completed for each sample analyzed must comply with all the report requirements set forth in Minn. R. Ch. 4740.2095, excluding requirements for certification by MDH, documentation related to a commissioner-designated identification number, or identifying test results for which the laboratory is not certified.
 12. The MDH reports completed for each sample must contain:
 - i. A statement of the condition of the samples upon receipt at the laboratory.
 - ii. The MPCA project name and number, and the two-letter MDH program code.
 - iii. The MPCA field or sample number and the associated laboratory sample number.
 - iv. A copy of the original chain of custody (COC) form accompanying the samples to the laboratory.
 - v. Dates of sample preparation and analyses.
 - vi. A narrative or data qualifiers discussing any irregularities found during the analyses, any problems encountered and corrective actions taken.
 - vii. If applicable, associated quality control information including the matrix spike / matrix spike duplicate recoveries, duplicate sample concentrations, relative percent difference (RPD) values, qualifiers for out-of-control samples, sample blank concentrations (including trip, method, and field blanks), surrogate recoveries, and laboratory control sample recoveries.
 13. MDH shall provide copies of its environmental laboratory analytical Proficiency Test (PT) or Performance Evaluation (PE) data in a timely manner following receipt of the evaluation.
 14. MDH shall provide, upon request, copies of the data from any relevant inter-laboratory study in which MDH participates.
 15. MDH shall implement COC procedures suitable for accepting, handling, tracking, storing, and securing MPCA environmental samples submitted for possible civil and/or criminal enforcement actions. MPCA shall appropriately identify samples being submitted for possible civil and/or criminal enforcement actions on the chain of custody form. MDH reserves the right to reject any and all such MPCA environmental samples that lack appropriate documentation and/or signatures for legal transfer of custody.
 16. MDH shall provide appropriate staff to testify as fact witnesses concerning MDH's sample handling, analysis, data generation, data reporting, interpretation of data results, and chain of custody when such samples analyzed pursuant to this Agreement are part of a civil and/or criminal enforcement action and when requested to do so by MPCA. MDH does not agree, pursuant to this Agreement, to serve as an expert witness in any civil or criminal litigation to which the MPCA may be a party.
 17. MDH shall provide electronic environmental data reports as PDF and Electronic Data Deliverables (EDD) documents, and shall maintain a website for the environmental retrieval of public data, according to program-specific requirements. These program-specific requirements can be related to data quality objectives, grant or legislatively stipulated requirements, or other state or federal regulatory requirements associated with the data or other information provided by Public Health Laboratory. Electronic versions of the COC will be maintained by MDH. Web-based data retrieval will be available from the MDH Laboratory Information Management

System (LIMS) (Element). The MPCA has developed an Environmental Quality Information System (EQiS) format for an EDD. This format is called the MPCA LAB MN and is available on a website hosted by EarthSoft (<http://www.earthsoft.com/products/edp/edp-format-for-mnpca/>). MDH must submit all EDDs to MPCA to be consistent with this format.

18. MDH shall provide the appropriate number of environmental sample containers and preservatives, to be used by MPCA for collecting and providing samples for analysis pursuant to this Agreement. MDH will comply with Global Harmonized System requirements, which are Occupational Safety and Health Administration labeling requirements for all hazardous chemicals, when shipping preservatives to either the MPCA or any of its designated clients.
19. MDH shall provide, consistent with applicable professional and laboratory accreditation standards, the necessary technical expertise, guidance, and observations regarding any occurrences that may affect sample integrity or data quality for analytical methods MDH performs.
20. MDH may, at its discretion, agree to provide data assessment, verification, and validation assistance within the scope of this Agreement to MPCA upon request. These additional services may be subject to an additional charge as outlined in **Attachment 1** under Administrative Consult.
21. Upon request, MDH shall provide monthly data reports or data status reports.
22. MDH shall dispose of MPCA environmental samples following routine laboratory analysis per the MDH retention schedule. For MPCA environmental samples deemed hazardous or otherwise requiring special handling and/or disposal methods, MDH reserves the right to assess an additional sample disposal fee as outlined in **Attachment 1**.
23. MDH shall seek and obtain all relevant certifications from nationally recognized laboratory certification authorities, acceptable to the MPCA, for the list of priority analyses provided in **Attachment 3**, which is attached and incorporated into this Agreement. MDH shall keep the MPCA Principal Liaison informed of the status of this certification process through the submittal of quarterly status reports.
24. MDH shall maintain all raw and supporting data pursuant to this Agreement for five years.
25. MDH shall dispose of ambient surface water samples and analytical waste produced from running the sample analysis performed pursuant to this Agreement that contain or are suspected of containing one or more aquatic invasive species (AIS) according to the established MDH autoclave protocol. MPCA and anyone sampling on behalf of MPCA shall clearly identify AIS samples both on the sample bottle and on the accompanying lab form. Should MDH staff suspect a sample may be an AIS sample but is not identified as such, MDH may treat such sample as an AIS sample and bill MPCA according to the price specified in the current MDH environmental laboratory price list in **Attachment 1**.
26. MDH shall only report results between the Reporting Limit and the Method Detection Limit (MDL) and qualify those results with a 'J' qualifier, meaning that it is an estimated value, when this is requested on the chain of custody form or requested in writing for a specific project. Otherwise, all results will be reported to the Reporting Limit. Depending on the PFC method utilized, PFC results may be reported down to the MDL regardless of whether a report to the MDL or any other limit is requested on the chain of custody form.
27. MDH shall report Tentatively Identified Compounds (TIC) only when MPCA specifically requests a report as to a TIC for a specific organic analysis on the chain of custody form. Otherwise, no MDH shall not report any TICs as part of any other analysis.
28. MDH shall meet the requirements specified in project-specific Quality Assurance Project Plans (QAPP) and follow the policies and requirements posted on the MPCA Quality System Web

Page: <http://www.pca.state.mn.us/index.php/about-mpca/mpca-overview/agency-strategy/mpca-quality-system.html>.

29. MDH shall update the method references in its databases to include the version number or year of approval. The updated information should appear on reports, electronic data deliverables (when EQUIS is programmed to receive the new information), and the price list.
30. MDH shall be responsible for work and actions performed by subcontractors on MPCA samples to be analysis pursuant to this Agreement.
 - a. MDH shall not award any subcontract work for MPCA samples to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity unless the appropriate MPCA project manager has provided written approval. MPCA shall respond to any MDH request to subcontract MPCA sample analysis within three (3) business days of the initial request from MDH. MDH shall bill MPCA for any sample analysis conducted by a subcontractor according to the current MDH price list.
 - b. All subcontracts shall contain provisions for MPCA inspection access to the subcontractor's books, documents, and records directly pertinent to the subcontracted analytical services.
 - c. No subcontract or delegation of work shall relieve or discharge MDH from any obligation, provision, or liability under this Agreement.
 - d. MPCA reserves the right to review all Standard Operating Procedures and Quality Assurance/Quality Control (QA/QC) manuals directly pertinent to the subcontracted analytical services and check references, and may, at its discretion, deny approval of subcontracting of the Contract.

B. MPCA Duties:

1. MPCA shall notify MDH at least 24 hours prior to the anticipated delivery of routine environmental samples with holding times of 48 hours or less. Should MPCA fail to give MDH such notification, MDH agrees to make a good-faith effort to analyze such samples within their respective maximum holding times according to the specifications set forth in **Attachment 4** which is attached and incorporated into this Agreement.
2. MPCA shall notify MDH of anticipated sample delivers during normal business hours, which for purposes of this Agreement is defined as Mondays through Fridays 8:00 am – 4:30 pm; excluding all state observed holidays.
3. MPCA shall submit environmental samples, corresponding documentation, and related materials consistent with all applicable MDH standard operating procedures and protocols.
4. MPCA shall submit COCs at a minimum according to the current MDH Sample Acceptance Policy (<https://mn.mdh.mastercontrol.com/mastercontrol/main/index.cfm?event=showFile&ID=EWE6ZV6YYPFG6RFGAV5&static=false&mcuid=ANONYMOUS&mcsid=6LBF44R14VEBRNXR3S>).
5. MPCA shall provide sample transport and shipment coolers to any submitter of MPCA samples to MDH. MDH will return such coolers upon request.
6. MPCA shall inform MDH of any known hazard associated with environmental samples submitted to MDH for analysis on the COC form.
7. MPCA shall prioritize samples by indicating the priority status on the COC. The COC will indicate whether a sample is standard, priority or emergency status. MPCA program Liaisons will review priority requests and notify MDH if status should be changed.

8. MPCA shall provide projected workload and/or budget estimates for each of the MPCA project codes to MDH for workload planning purposes by no later than April 15th of the current and every future fiscal year.
9. MPCA shall notify MDH in a timely manner if it anticipates that expenditures for environmental laboratory services will be less than 90 percent of the amount projected for any fiscal year.
10. MPCA shall notify MDH in a timely manner if it anticipates a 10 percent increase in MPCA expenditures for MDH environmental laboratory services.
11. MPCA shall request technical expertise, guidance, and interpretation of data results through specific personnel as designated by MDH such as Section Managers, Unit Supervisors, Quality Assurance Officers, and Project Coordinators.
12. MPCA shall provide any project specific quality assurance plans to MDH 15 business days prior to sending MDH work that must comply with the QAPP.
13. When multiple analytical methods available for any particular sample, MPCA shall identify on the lab request form which method MDH should use for sample analysis. If none is specified, MDH will either conduct the analysis according to standard protocols and procedures or contact MPCA for method clarification prior to sample processing.

C. MPCA and MDH Joint Duties:

1. MPCA and MDH agree to provide Liaisons to coordinate the exchange of information.
2. MDH and MPCA agree to keep current the emergency response contacts and their telephone numbers as listed in **Attachment 5**, which is attached and incorporated into this Agreement.
3. Both parties agree to provide technical support to the other in terms of method development, problem solving, and joint projects.
4. MPCA grants MDH permission to share all PFC-containing data with the designated staff person in MDH's Site Assessment & Consultation Unit. In addition, MPCA grants MDH permission to share all PFC-containing data from Public Water Systems (PWSs) with the designated staff person in the MDH Drinking Water Protection Division. The Program Codes where this is applicable are PE, PL, QW, SO, TB and TM.

3 Considerations and Payment

1. MDH shall bill MPCA on a monthly basis for all services performed pursuant to this Agreement, according to the price list included in **Attachment 1**.
2. MDH shall provide MPCA with a projected price list for all upcoming fiscal years by May 1 of the current fiscal year.
3. MDH shall list all costs outstanding to the MPCA by June 15 of each fiscal year to ensure both parties properly account for end-of-fiscal year funds, and that MPCA has money allocated for costs charged in July for prior fiscal year samples.
4. MDH acknowledges this Agreement does not guarantee MDH a minimum source of MPCA funding for any fiscal year.
5. MPCA shall pay MDH a premium for priority and emergency samples according to **Attachment 2**.
6. MPCA shall reimburse MDH for technical consultation, special reports writing, staff factual testimony services, and modification of an analytical report level or reporting to the minimum detection level after a final report has been generated at the administrative consultation rate as specified in **Attachment 1**.

7. MPCA shall reimburse MDH for requested analytical method development services at the unit developmental rate as specified in **Attachment 1**.
8. MPCA and MDH agree to negotiate the fee for any special project work requested of MDH by MPCA, and shall execute an amendment to this Agreement should the additional special project be outside the scope of this Agreement or result in fees exceeding the Total Obligation as specified below.

4 Conditions of Payment

All services provided by MDH under this Agreement must be performed to MPCA's satisfaction, as determined at the sole discretion of MPCA's Authorized Representatives.

No payment will be made for work that does not comply with sampling and analytical protocols or has not been performed in accordance with all applicable Federal and State laws, rules, regulations, and the terms of this Agreement.

The Total Obligation of MPCA for all compensation and reimbursements to MDH under this Agreement over the length of the Agreement will not exceed **\$2,000,000.00 (Two Million Dollars and Zero Cents)**.

5 Authorized Representative

The MPCA Authorized Representatives for the purpose of administration of this Agreement are:

Principal Liaison: **Luke Charpentier**, Supervisor, Performance Management and Quality Unit, 520 Lafayette Rd. N, St. Paul, MN 55155, luke.charpentier@state.mn.us, 651-757-2268;
Program Manager: **Bill Scruton**, Quality Assurance Coordinator, Environmental Analysis & Outcomes Division, 520 Lafayette Rd. N, St. Paul, MN 55155, bill.scruton@state.mn.us, 651-757-2710;
Program Liaisons: **Sandy McDonald**, Quality Assurance Coordinator, Environmental Analysis & Outcomes Division, 520 Lafayette Rd. N, St. Paul, MN 55155, sandy.mcdonald@state.mn.us, 651-757-2560.

If MPCA's Authorized Representatives change at any time during this contract, MPCA must notify MDH within 30 days.

MDH Authorized Representatives for the purposes of administration of this Agreement are:

Principal Liaison: **Joanne Bartkus**, Division Director, Public Health Laboratory Division, 601 Robert St. N, St. Paul, MN 55164, joanne.bartkus@state.mn.us, 651-201-5256;
Program Liaison: **Myra Kunas**, Assistant Division Director, Public Health Laboratory Division, 601 Robert St. N, St. Paul, MN 55164, myra.kunas@state.mn.us, 651-201-5583 or delegate.

If MDH's Authorized Representatives change at any time during this contract, MDH must notify MPCA within 30 days.

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 Business Rules

The MPCA and MDH shall follow the Business Rules in **Attachment 4**.

8 Liability

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

9 Termination

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

10. Data Practices

MDH and MPCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated under this Agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 

Date: 6/27/18

Contract ID:

Purchase Order No.:

2. MINNESOTA DEPARTMENT OF HEALTH

By: 

Title: Accounting Supervisor Principal

Date: 6/27/18

3. MINNESOTA POLLUTION CONTROL AGENCY

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

By: 
(with delegated authority)

Title: Asst Division Director

Date: 6-27-18



Minnesota Department of Health Public Health Laboratory Division FY 2019 Price List

General Chemistry

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Acetate IC	EPA 300.1	Non-potable Water	22
Alkalinity, Bicarbonate as CaCO ₃ ¹	SM 2320 B 21 st ED SM 2320 B-1997	Drinking Water Non-potable Water	0
Alkalinity, Carbonate as CaCO ₃ ¹	SM 2320 B 21 st ED SM 2320 B-1997	Drinking Water Non-potable Water	0
Alkalinity as CaCO ₃	SM 2320 B 21 st ED SM 2320 B-1997	Drinking Water Non-potable Water	18
Ammonia-N	EPA 350.1	Drinking Water Non-potable Water	18
Ammonia-N, Dissolved	EPA 350.1	Drinking Water Non-potable Water	18
Biochemical Oxygen Demand (BOD)	Hach 10360	Non-potable Water	59
Bromide 300.1	EPA 300.1	Drinking Water Non-potable Water	18
Carboneous Biochemical Oxygen Demand (CBOD)	Hach 10360	Non-potable Water	62
Chemical Oxygen Demand	EPA 410.4	Drinking Water Non-potable Water	29
Chemical Oxygen Demand, Dissolved	EPA 410.4	Drinking Water Non-potable Water	29
Chloride 300.1	EPA 300.1	Drinking Water Non-potable Water	18
Chlorophyll <i>a</i>	SM 10200 H-2001	Non-potable Water	44
Chlorophyll <i>a</i> Lab Filter	SM 10200 H-2001	Non-potable Water	71
Color	SM 2120 B 21 st ED	Drinking Water	16

¹ Calculation. Requires Total Alkalinity & pH for analysis.

FY19 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Conductivity	SM 2120 B-1997	Non-potable Water	15
	SM 2510 B 21 st ED	Drinking Water	
	SM 2510 B-1997	Non-potable Water	
Cyanide	EPA 335.4	Drinking Water	98
		Non-potable Water	
Cyanide, Free	SM 4500-CN ⁻ F 21 st ED	Drinking Water	35
Dissolved Organic Carbon (DOC)	SM 5310 C 21 st ED	Drinking Water	22
	SM 5310 C-2000	Non-potable Water	
Fluoride	SM 4500-F ⁻ C 21 st ED	Drinking Water	20
	SM 4500-F ⁻ C-1997	Non-potable Water	
Fluoride, Dissolved	SM 4500-F ⁻ C 21 st ED	Drinking Water	20
	SM 4500-F ⁻ C-1997	Non-potable Water	
Kjeldahl Nitrogen as N (TKN)	EPA 351.2	Drinking Water	37
		Non-potable Water	
Kjeldahl Nitrogen as N, Dissolved (TKN)	EPA 351.2	Drinking Water	37
		Non-potable Water	
Lab Filtered	MDH	Drinking Water	20
		Non-potable Water	
Nitrate + Nitrite Nitrogen	SM 4500-NO ₃ ⁻ F 21 st ED	Drinking Water	18
	EPA 353.2	Non-potable Water	
Nitrate + Nitrite Nitrogen, Dissolved	SM 4500-NO ₃ ⁻ F 21 st ED	Drinking Water	18
	EPA 353.2	Non-potable Water	
Nitrite	SM 4500-NO ₂ ⁻ B 21 st ED	Drinking Water	28
	SM 4500-NO ₂ ⁻ B-2000	Non-potable Water	
Nitrite, Dissolved	SM 4500-NO ₂ ⁻ B 21 st ED	Drinking Water	28
	SM 4500-NO ₂ ⁻ B-2000	Non-potable Water	
Orthophosphate as Phosphate	EPA 365.1	Drinking Water	22
Orthophosphate as Phosphorus	SM 4500-P G-1999	Non-potable Water	22
Orthophosphate, Dissolved as Phosphate	EPA 365.1	Drinking Water	22
Orthophosphate, Dissolved as Phosphorus	SM 4500-P G-1999	Non-potable Water	22
pH	SM 4500-H ⁺ B 21 st ED	Drinking Water	15
	SM4500-H ⁺ B-2000	Non-potable Water	
Pheophytin α	SM 10200 H-2001	Non-potable Water	15
Phosphorus as Phosphate	SM 4500P I 21 st ED	Drinking Water	20
Phosphorus as Phosphorus	EPA 365.1	Non-potable Water	20
Phosphorus as Phosphorus, Dissolved	EPA 365.1	Non-potable Water	20
Silica	SM 4500-SiO ₂ C 21 st ED	Drinking Water	41
	SM 4500-SiO ₂ C-1997	Non-potable Water	

FY19 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Silica, Dissolved	SM 4500-SiO ₂ C 21 st ED	Drinking Water	41
	SM 4500-SiO ₂ C-1997	Non-potable Water	
Solids, Suspended	SM 2540 D 21 st ED	Drinking Water	25
	SM 2540 D-1997	Non-potable Water	
Solids, Suspended Volatile ²	SM 2540 E 21 st ED	Drinking Water	40
	SM 2540 E-1997	Non-potable Water	
Solids, Total Dissolved	SM 2540 C 21 st ED	Drinking Water	38
	SM 2540 C-1997	Non-potable Water	
Solids, Total	SM 2540B 21 st ED	Drinking Water	31
	SM 2540B-1997	Non-potable Water	
Solids, Total Volatile ²	SM 2540 E 21 st ED	Drinking Water	48
	SM 2540 E-1997	Non-potable Water	
Sulfate	EPA 300.1	Drinking Water	18
		Non-potable Water	
Total Organic Carbon (TOC)	SM 5310 C 21 st ED	Drinking Water	22
	SM 5310 C-2000	Non-potable Water	
Turbidity	SM 2130 B 21 st ED	Drinking Water	20
	SM 2130 B-2001	Non-potable Water	
UV Absorbance @ 254 nm	SM 5910 B 21 st ED	Drinking Water	35
	SM 5910 B-2000	Non-potable Water	
UV Absorbance @ 440 nm	MDH	Drinking Water	35
		Non-potable Water	
UV Absorption, specific ³	Calculation	Drinking Water	0
		Non-potable Water	

Microbiology

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Coliform – MPN – QT	SM 9223 B 21 st ED	Drinking Water	26
Coliform – PA	SM 9223 B 21 st ED	Drinking Water	17
Coliform – PA (Surface Source Waters)	SM 9223 B 21 st ED	Drinking Water	17
E. coli – MPN – QT	SM 9223 B-1997	Non-potable Water	26

² Includes price of Total Suspended Solids or Total Solids analysis.

³ Calculation. Requires UV Absorbance @ 254 nm & Dissolved Organic Carbon (DOC) for analysis.

FY19 PRICE LIST

Metals

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Aluminum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Aluminum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Boron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Boron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Cadmium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cadmium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Calcium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO ₃	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO ₃ , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Chromium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Chromium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt, Dissolved	EPA 200.8	Drinking Water	16

FY19 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
	EPA 200.8, EPA 6020	Non-potable Water	
Copper	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Low Level, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Hardness	SM 2340 B 21 st ED SM 2340 B-1997	Drinking Water Non-potable Water	16
Hardness, Dissolved (6010B)	SM 2340B-1997	Non-potable Water	16
Iron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	16
Iron, Low Level, Dissolved	EPA 200.7	Drinking Water Non-potable Water	16
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Lead	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lead, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Magnesium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO ₃	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO ₃ , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Manganese	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Manganese, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Mercury 245.2, 1631	EPA 245.2, 1631	Drinking Water Non-potable Water	67

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Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Mercury 245.2, 1631, Dissolved	EPA 245.2, 1631	Drinking Water Non-potable Water	67
Methyl Mercury	EPA 1630	Non-potable Water	150
Methyl Mercury , Dissolved	EPA 1630	Non-potable Water	150
Mercury, Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Mercury, Ultra Low Level, Dissolved	EPA 1631E	Drinking Water Non-potable Water	80
Metals Quick Scan (Not Regulatory Compliant)	MDH	Drinking Water Non-potable Water	7
Molybdenum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Molybdenum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Potassium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Potassium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Selenium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Selenium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Sodium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Sodium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Strontium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Strontium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

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Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Titanium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Uranium	EPA 200.8	Drinking Water Non-potable Water	25
Vanadium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Vanadium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

Radiochemistry

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Alpha and Beta, gross	MDH	Air Wipe	45
Alpha and Beta, gross	EPA 900.0	Drinking Water Non-potable Water	80
Alpha, gross	EPA 900.0	Drinking Water Non-potable Water	75
Gamma	SM 7120 B 21 st ED	Air Biological Materials Drinking Water Solid and Chem. Mat. Wipe	127
Gamma	SM 7120 B-1997	Non-potable Water	127
Ni-63 Wipes	MDH	Wipe	46
Radium 226/228	EPA 903.0/904.0	Drinking Water	220
Strontium, Milk	EPA 520/5-84-006	Biological Material	300
Strontium Solid Phase	SRW01VBS	Non-potable Water	180
Tritium	EPA 600/4-75-008	Drinking Water Non-potable Water	85

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Organic Chemistry

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
1,4-Dioxane	MDH	Drinking Water Non-potable Water	125
BNAs in Water	EPA 508.1/EPA 525.2	Drinking Water	320
Carbamates in Water	EPA 531.1	Drinking Water	145
EDB & DBCP in Water	EPA 504.1	Drinking Water Non-potable Water	145
Glyphosate in Water	EPA 547	Drinking Water	125
HAA in Water	EPA 552.2	Drinking Water	230
Herbicides in Water	EPA 515.4	Drinking Water	240
PAHs in Water Full Scan Expanded List	EPA 8270D	Non-potable Water	500
PAHs in Water Full Scan Short List	EPA 8270D	Non-potable Water	500
PAHs in Water SIM Expanded List	EPA 8270D	Non-potable Water	500
PAHs in Water SIM Short List	EPA 8270D	Non-potable Water	500
PFAS	MDH	Drinking Water Non-potable Water	350
PFC Expanded List in Water	MDH	Drinking Water Non-potable Water	319
THMs in Water	EPA 524.2	Drinking Water	85
VOCs in Water 524, Low Level	EPA 524.2	Drinking Water Non-potable Water	95
VOCs in Water 524, Low Level MDL	EPA 524.2	Drinking Water Non-potable Water	95
VOCs in Water 8260	EPA 8260B	Drinking Water Non-potable Water	95
VOCs in Water 8260, MDL	EPA 8260B	Drinking Water Non-potable Water	95

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Additional Analyses for Prior Approval

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Acrylamide in Water	MDH	Drinking Water Non-potable Water	TBD ⁴
Anatoxin-a Low Level	Abraxis Method 520060	Non-potable Water	175
Arsenic Speciation	MDH	Drinking Water	90
Arsenic Speciation, Dissolved	MDH	Drinking Water	90
Blood Metals	MDH	Biological Materials	TBD ⁴
BTZs and BTHs in Water	MDH	Non-potable Water	TBD ⁴
BPA and BPS in Solids	MDH	Solid and Chem. Mat.	TBD ⁴
Coliform – MPN – QT High Volume (Not Regulatory Compliant)	EPA 1103.1 (Not Regulatory Compliant)	Drinking Water	TBD ⁴
Cyanide in Whole Blood	MDH	Biological Materials	TBD ⁴
Drugs in Water	MDH	Non-potable Water	TBD ⁴
Designer Drug Panel	MDH	Biological Materials	TBD ⁴
Environmental Phenols in Urine	MDH	Biological Materials	TBD ⁴
Extractable Iron in Sediment	MDH	Solid and Chem. Mat.	45
Fatty Acids in Plasma	MDH	Biological Materials	TBD ⁴
Formaldehyde	MDH	Non-potable Water Solid and Chem. Mat.	TBD ⁴
HBCD	MDH	Solid and Chem. Mat.	TBD ⁴
Heterotrophic Plate Count	SimPlate	Drinking Water Non-potable Water	TBD ⁴
Mercury in Bloodspots	MDH	Biological Materials	TBD ⁴
Mercury in Urine	MDH	Biological Materials	TBD ⁴
Metals in Urine	MDH	Biological Materials	TBD ⁴
Microcystin	Abraxis Method 520011	Non-potable Water	60
Microcystin Potable	EPA 546	Drinking Water	55
Multi Drug Panel	MDH	Biological Materials	TBD ⁴
Opioid Panel	MDH	Biological Materials	TBD ⁴
PFCs in Serum	MDH	Biological Materials	TBD ⁴
Sand	Petrology of Sedimentary Rocks, 2 nd ED	Drinking Water Non-potable Water	50
Sulfide	SM 4500-S ²⁻ E-2000	Non-potable Water	45
Sulfide, Acid-Volatile	SM 4500-S ²⁻ J-2000	Solid and Chem. Mat.	65

⁴ Contact lab for current price.

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Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Tin	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Tin, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
VOCs in Blood/Serum	MDH	Biological Materials	TBD ⁴

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Operations and Quality Control

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Administrative Consult ⁵	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 ⁵
Administrative Fee ⁶	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	Varies ⁶
Autoclave, Sample disposal	MDH	Air Drinking Water Non-potable Water	5
Civil Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	25
Criminal Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	35
Developmental Rate ⁵	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 ⁵
Sample Containers ⁷	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	5 ⁷
Special Handling/Disposal Fee	MDH	Air Drinking Water Non-potable Water Wipe	20
Subcontract ⁸	MDH	Drinking Water Non-potable Water Solid and Chem. Mat.	Varies ⁸

⁵ This analysis is billed on a per hour basis.

⁶ This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.

⁷ Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.

⁸ This analysis is billed based on subcontract lab fee for the analysis requested and the current MDH indirect rate.

Attachment 2

Maximum Analytical Times and Priority Options

	Standard		Priority *	Emergency**
	Water	Soil/Sed.	Water/Soil	
Wet Chemistry and Microbiology	21 days	25 days	7 days	3 days
Metals	21 days	25 days	7 days	3 days
Organics				
Volatiles	21days	25days	7 days	1 day
Non-Volatiles	21 days	25 days	7 days	3 days
Radiation				
Gamma	25 days	25 days	7 days	3 days
Alpha/Beta	70 days	N/A [‡]	35 days	5 days
All other Radchem analysis	70 days	N/A [‡]	35 days	N/A [‡]

[‡]N/A= Not applicable

Days= Monday-Friday (excluding State Holidays)

Normal Business Hours= 8:00 a.m. to 4:30 p.m.

Analytical Time: Length of time elapsed between the time the laboratory receives the sample and sample request form and the time the analytical data is available to Minnesota Pollution Control Agency (MPCA).

* Priority samples are assessed a 50% surcharge

** Emergency samples are assessed a 100% surcharge when accepted and analyzed during regular laboratory business hours and are assessed a 150% surcharge at all other times.

MPCA may request that priority and emergency sample analytical data be phoned or emailed as soon as analysis has been reviewed and finalized.

Minnesota Department of Health (MDH) agrees to provide MPCA with a data report within five (5) days following completion of all analyses requested on the work order.

MDH and MPCA agree to negotiate special project data report times.

MPCA acknowledges that unusual or difficult sample matrices may require additional time for preparation, extraction, digestion, or analysis. MDH agrees to inform MPCA when this occurs and give MPCA an estimated time of completion and any additional charges.

Attachment 3

Priority Analyses

Analysis Name	Reference Method	Method performed by MDH	Matrix
Total Suspended Solids	Approved Method for CWA	SM 2540 D-1997	Water
Total Volatile Suspended Solids	Approved Method for CWA	SM 2540 E-1997	Water
Total Phosphorus	Approved Method for CWA	EPA 365.1	Water
Nitrate+Nitrite-N	Approved Method for CWA	EPA 353.2, Rev 2.0	Water
PFC	Performance-based Method	MDH SOP	Water
VOCs	EPA Method 8260	EPA 8260B, Rev 2	Water
Chlorophyll-A	Std. Methods 10200 H	SM 10200 H-2001	Water
TKN, Kjeldahl Nitrogen, Total	Approved Method for CWA	EPA 351.2, Rev 2.0	Water
Turbidity	Approved Method for CWA	SM 2130 B-2001	Water
Orthophosphate	Approved Method for CWA	SM 4500P G-1999	Water
Ammonia	Approved Method for CWA	EPA 350.1, Rev 2.0	Water
E Coli	Approved Method for CWA	SM 9223 B-1997	Water
PAHs	EPA Method 8270	EPA 8270D, Rev 4	Water
		Hach 10360 Revision 1.2, September 2011	Water
BOD	Approved Method for CWA		
pH	Approved Method for CWA	SM 4500-H+B-2000	Water
Chloride by IC	Approved Method for CWA	EPA 300.1, Rev 1.0	Water
Sulfate by IC	Approved Method for CWA	EPA 300.1, Rev 1.0	Water
Magnesium, Total	Approved Method for CWA	EPA 200.7, Rev 4.4	Water
Calcium, Total	Approved Method for CWA	EPA 200.7, Rev 4.4	Water
Alkalinity, Total	Approved Method for CWA	SM 2320B-1997	Water
Hardness as CaCO ₃ - (Ca + Mg)	Approved Method for CWA	SM 2340B-1997	Water

Attachment 4

Business Rules

1. Minnesota Department of Health (MDH) agrees to notify Minnesota Pollution Control Agency (MPCA) of any sample(s) submitted after the sample(s) holding time(s) have been exceeded. MDH and MPCA will follow the business rule agreed to for disposition of such samples. MDH will continue to process sample(s) received after the holding time(s) have been exceeded and appropriately qualify all analytical results, except for MPCA Remediation and Enforcement Programs (program codes PA, PB, PD, PE, PF, PL, PZ, QF, QW, QX, RE, RG, RT, RP, SB, SO, TB, and TM). The analyses for these samples must be approved by the Project Manager or selected delegate before analysis can proceed.
2. MDH will identify the sample temperature upon receipt on the final report but will not notify MPCA upon sample arrival when the sample receipt temperature exceeds 6°C, except for MPCA Remediation and Enforcement Programs (program codes PA, PB, PD, PE, PF, PL, PZ, QF, QW, QX, RE, RG, RT, RP, SB, SO, TB, and TM). For the MPCA Remediation Program, if any deviations for method requirements are noted the laboratory must document the problem and notify the client to verify whether the sample will still meet project data quality objectives. Client authorization to proceed with the analysis must be documented.
3. MPCA agrees to submit environmental samples with at least fifty percent (50%) of the holding time remaining for analysis. If samples are received with less than 50% remaining MDH cannot guarantee the analysis will be completed within the holding time. In these situations, the MPCA will identify the samples that the MPCA will require to be analyzed within holding time and the MDH is allowed to charge priority fees. MPCA and MDH agree to assess the impact of this business rule on a quarterly basis. This rule does not apply to analyses with an EPA regulated holding time of 48 hours or less.
4. Analyses with regulated hold times of 48 hours or less must be received with a minimum of 4 hours remaining with prior notification of sample arrival to ensure proper sample processing. If less than 4 hours remains PHL will make all attempts to process the sample within the holding time; however it cannot guarantee the sample(s) will be analyzed within the holding time. MPCA and MDH will meet to establish a procedure to insure that, if a sample discrepancy is found during processing, it does not result in a delay for proceeding with analysis.

Attachment 5
Emergency Contact List

MINNESOTA DEPARTMENT OF HEALTH (Public Health Lab):			
	WORK	HOME	PAGER/CELL
General Environmental M-F 8:00am to 4:30pm	651-201-5300		
CT/Rad Cell (24 Hours) Chemical terrorism and radiation emergency response			612-282-3750
Paul Moyer Environmental Lab Manager	651-201-5669		651-470-4229
Jeff Brenner Inorganic Chemistry Unit Supervisor	651-201-5353		651-263-3486
Ron Brown Sample Receiving Unit Supervisor	651-201-5058		
Cori Dahle Operations Unit Supervisor	651-201-5214		612-868-4157
Shane Olund Quality Assurance Officer	651-201-5357		
Organic Chemistry Unit Supervisor			
Stefan Saravia Biomonitoring and Emerging Contaminants Unit Supervisor	651-201-5579		651-783-6793
Myra Kunas Public Health Laboratory Asst. Director	651-201-5583		
Joanne Bartkus Public Health Laboratory Director	651-201-5256		

MINNESOTA POLLUTION CONTROL AGENCY:			
	WORK	HOME	PAGER/CELL
Jamie Wallerstedt Remediation, Closed Landfill Unit Supervisor	651-757-2094		
Dorene Fier-Tucker Remediation, Emergency Management Unit Supervisor	651-757-2161		612-840-4684
Jennifer Thoreson Environmental Analysis & Outcomes, WQ QAC Wastewater Lab Certification Program Manager	651-757-2805		
Bill Scruton Environmental Analysis & Outcomes, QAC	651-757-2710		612-750-4629
Gerald Blaha Environmental Analysis & Outcomes	651-757-2234	651-292-1403	
Sandy McDonald Environmental Analysis & Outcomes, QAC	651-757-2560		612-226-8870
Luke Charpentier Environmental Analysis & Outcomes, Quality Unit Supervisor	651-757-2268		651-387-9804



MAD Project Number: 2019-009
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Health

MAD Contact: Renda Rappa

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$146,000.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

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

Contract: _____
 Number/Date/Entry Initials

Order: _____
 Number/Date/Signatures

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

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

1. Services to be Performed:

The Division agrees that through its Master Contract with Trissential it will sub-contract with Trissential to provide consulting services to the Department of Health (MDH) in cooperation with Management Analysis & Development. Specifically the Contractor, Trissential, provide the services as identified in Exhibit A, which is attached and incorporated into this agreement.

2. Contacts:

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

3. Consideration and Terms of Payment:

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

Up to 920 hours at a rate of \$150.00 per hour for services provided by Pam DeGrote, Trissential, and up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$146,000.00.

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

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

4. Effective Dates:

This agreement is effective July 1, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

5. Cancellation:

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

6. Requesting Agency's Authorized Agent:

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

7. Interagency Agreement Authorization:

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

8. Amendments:

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

9. State Audit:

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

10. Liability:

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

Approved:

1. Requesting Agency	2. Management Analysis and Development
By: Dawn McLean Title: Accounting Supervisor Principal Date: 7/3/18	By: Renda E Rappa Title: Business Manager Date: June 27, 2018

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Management & Budget (MMB) and Health (MDH).

Agreement

1 Term of Agreement

- 1.1 *Effective date:* 07/01/2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* 06/30/2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The purpose of this agreement is to provide staffing and support for The Children's Cabinet as outlined in Minnesota Statutes, section 4.045 including the development and operation of the Children's Cabinet strategic plan and resultant work plans that focus on ensuring all Minnesota Children are healthy, safe and prepared to achieve their full potential

1. Services to be Performed:

Duties of Minnesota Management and Budget:

- a) Act as fiscal host for the Children's Cabinet.
- b) Participate on the Children's Cabinet and any associated workgroups.
- c) Participate in the development of the Children's cabinet strategic plan and resulting work plans including evaluation activities.
- d) Bring issues related to the children to the Children's Cabinet for discussion, cross-agency planning and implementation.

Duties of the Minnesota Department of Health:

- a) With state agency partners, provide funding to support the Children's Cabinet staff and their expenses.
- b) Participate on the Children's Cabinet, the Children's Subcabinet and any associated workgroups.
- c) Bring issues related to children to the Children's Cabinet for discussion, cross agency planning and implementation.
- d) Participate in the development of the Children's Cabinet strategic plan and resulting work plans including evaluation activities.

3 Consideration and Payment

According to the breakdown of costs contained in Exhibit A, which is attached and incorporated into this agreement.

The total obligation of MDH for all compensation and reimbursements to MMB under this agreement

will not exceed \$120,580 (one hundred twenty thousand five hundred and eighty dollars).

4 Conditions of Payment

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

5 Authorized Representative

MMB's Authorized Representative is Pete Bernardy, Enterprise Director, 651-201-8027, peter.bernardy@state.mn.us, or his successor.

MDH's Authorized Representative is Janet Olstad, Assistant Division Director, 651-201-3584, janet.olsstad@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: *John Smith*
Date: 9/6/18

3. [name of state agency]

By: *Pete Bernardy*
(with delegated authority)
Title: Enterprise Director
Date: 9/10/18

2. [name of state agency]

By: *Dawn Uleian*
(With delegated authority)
Title: Accounting Supervisor Principal
Date: 9/14/18

Children's Cabinet Budget and Contributions for FY 2019

Exhibit A

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
Travel	10,000	MNDOT	49,664
Information Technology	3,480	Met Council	49,664
Other operating	1,000		
Subscription (Help me Grow)	3,800		
Contingency for leave liquidation	15,000		
Indirect costs	48,060		
Total	530,732		530,732

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Agreement is between the Minnesota Departments of Health (MDH) and the Office of Administrative Hearings (OAH). Pursuant to Minnesota Statutes section 471.59, MDH and OAH are empowered to enter into this Agreement with one another as a joint and cooperative exercise of their common or similar powers. The purpose of this Agreement is to provide an Independent Informal Dispute Resolution (IIDR) Process for Nursing Homes.

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, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

Federal law, under the administrative oversight of the Centers for Medicare and Medicaid (CMS), requires the State Agency (SA) for Survey and Compliance—which in Minnesota is the Licensing and Certification Section (L&C) of the Health Regulation Division (HRD), within MDH—to provide an IIDR Process for Nursing Homes. *See* Minn. Stat. § 144A.10, subd. 16 and federal regulations 42 CFR, Sections 488.331 and 488.431 as required under section 6111 of the Patient Protection and Affordable Care Act of 2010, enacted March 23, 2010).

Under sections 1819(h)(2)(B)(ii)(IV) and 1919(h)(2)(B)(ii)(IV) of the Social Security Act and the regulations at 42 CR 488.331 and 488.431, skilled nursing facilities (SNF), nursing facilities (NF) and dually participating facilities (SNF/NF) are provided the opportunity to request and participate in an IIDR if CMS imposes civil monetary penalties (CMPs) against the facility and these penalties are subject to being collected and placed in an escrow account pending an final administrative decision.

MDH RESPONSIBILITIES: Exhibit A, consisting of an MDH Information Bulletin, outlines the scope of work required of MDH for the federal CMP IIDR process. MDH is responsible for payment of the OAH invoices. Exhibit A is attached and incorporated into this Agreement.

OAH RESPONSIBILITIES: OAH is responsible for full compliance with its responsibilities as identified in Exhibit A. Exhibit A consists of an MDH Information Bulletin outlining the scope of work required of OAH for the federal CMP IIDR process as outlined in Chapter 7, Survey and Enforcement Process for Skilled Nursing Facilities and Nursing Facilities, of the CMS State Operations Manual.

The OAH Administrative Law Judge shall apply Medicare and Medicaid program requirements to the findings of fact, conclusions, and recommendations. The requirements include: The State Operations Manual; Chapter 7, Definitions and §§ 7212, 7213, and 7900; Appendix P, Survey Protocol for Long Term Care Facilities; Appendix PP, Guidance to Surveyors for Long Term Care Facilities; Appendix Q, Guidelines for Determining Immediate Jeopardy; Appendix Z, Emergency Preparedness for All Provider and Certified Supplier Types; and applicable health care standards of practice, health care management and/or life safety code knowledge and experience, relevant to the disputed issues.

3. Consideration and Payment

OAH will bill MDH for its services consistent with the Minnesota IIDR process. This billing is in

accordance with Minnesota Statutes section 14.53 and complies with Minnesota Management and Budget standard protocols for interagency billing. OAH bills MDH its standard hourly rate for an administrative law judge's time, which is \$170 per hour for state FY2019, and is reviewed and approved on an annual basis for the fiscal year of July 1 through June 30. Monthly invoices will be submitted to MDH by OAH. MDH Financial Management will utilize its internal processes for payment of these expenditures to OAH.

MDH anticipates about 15 federal CMP IIDRs per year, about 24 hours of ALJ time each at an estimated \$170 per hour, which would total about \$61,200 per year. This total obligation for this Agreement is an amount not to exceed \$122,400. MDH will monitor the amount and is the responsible party to prepare all necessary amendments if charges are anticipated to exceed the total obligation of \$122,400. OAH will continue to submit monthly invoices to MDH for payment.

4. Conditions of Payment

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

5. Authorized Representative

MDH's Authorized Representative is Mary Absolon, Program Manager, Licensing and Certification Program, Minnesota Department of Health, PO Box 64900, St. Paul, MN 55164-0900, 651-201-4100, or her successor.

OAH's Authorized Representative is Tammy Pust, Chief Administrative Law Judge, The Office Administrative Hearings, 600 North Robert Street, St. Paul, MN 55101, 651-361-7900, 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.

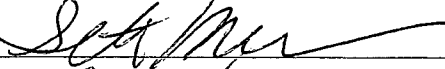
8. Termination

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

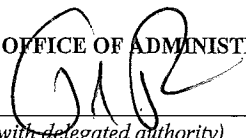
[Remainder of this page intentionally left blank.]

1. STATE ENCUMBRANCE VERIFICATION

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

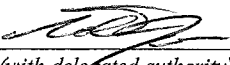
Signed: 
Date: 8/1/18

2. OFFICE OF ADMINISTRATIVE HEARINGS

By: 
(with delegated authority)

Title: Chief Judge
Date: 9/14/2018

3. MINNESOTA DEPARTMENT OF HEALTH

By: 
(with delegated authority)

Title: Accounting Director
Date: 10/24/18

16A.15-16C.05 Form

(Based on Minnesota Statutes Sections 16A.15 and 16C.05)

Department of Division Director's Office Division of Health Regulation

SWIFT Contract # 145611 Vendor Name: Office of Administrative Hearings

Submit two copies when processing the contract.

I. NO OBLIGATION INCURRED PRIOR TO ENCUMBRANCE OR CONTRACT EXECUTION
(Minn. Stat. §§ 16A.15, subd. 3 and 16C.05, subd. 2)*

I certify that work has not started as of _____ and will not begin until this contract is fully executed.

Person Responsible: _____ Date: _____

II. OBLIGATION INCURRED PRIOR TO ENCUMBRANCE (Minn. Stat. § 16A.15, subd. 3)*

Total Contract Amount \$ 122,400 Obligation Date 07/01/2018 (when work started)

Reason why obligation was incurred before contract was encumbered:

At the time the interagency agreement was being negotiated, the Health Regulation Division Director's Office did not have experienced administrative support staff to help us work through the steps of completing the agreement and encumbrance. It took additional time to figure out the process.

What corrective action will be taken to prevent the problem from happening in the future?

The Division Director's Office recently hired administrative support staff that will assist us in the future in completing these types of agreements and worksheets.

Mary Jaksola Date: 10/16/18 _____ Date: 11/14/18
Person Responsible Agency Head or Delegate

[Signature] Date: 1/8/18
Agency Accounting Director

III. OBLIGATION INCURRED PRIOR TO CONTRACT EXECUTION (Minn. Stat. § 16C.05, subd. 2)*

Work on this contract started as of 07/01/2018

Reason why contract was not fully executed prior to begin date:

At the time the interagency agreement was being negotiated, the Health Regulation Division Director's Office did not have experienced administrative support staff to help us work through the steps of completing the agreement and encumbrance. It took additional time to figure out the process and we missed the deadline.

What corrective action will be taken to prevent the problem from happening in the future?

The Division Director's Office just hired an administrative support staff member that will assist us in the future.

Mary Jaksola Date: 10/16/18 _____ Date: 11/14/18
Person Responsible Agency Head or Delegate

Minnesota Statutes Section 16A.15, subdivision 3 (emphasis added)

Allotment and encumbrance

(a) A payment may not be made without prior obligation. An obligation may not be incurred against any fund, allotment, or appropriation unless the commissioner [of finance] has certified a sufficient unencumbered balance or the accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet it. . . . An expenditure or obligation authorized or incurred in violation of this chapter is invalid and ineligible for payment until made valid. A payment made in violation of this chapter is illegal. An employee authorizing or making the payment, or taking part in it, and a person receiving any part of the payment, are jointly and severally liable to the state for the amount paid or received. If an employee knowingly incurs an obligation or authorizes or makes an expenditure in violation of this chapter or takes part in the violation, the violation is just cause for the employee's removal by the appointing authority or by the governor if an appointing authority other than the governor fails to do so. A claim presented against an appropriation without prior allotment or encumbrance may be made valid on investment, review, and approval by the commissioner [of finance], if the services, materials, or supplies to be paid for were actually furnished in good faith without collusion and without intent to defraud.

Minnesota Statutes Section 16C.05, subdivision 2 (emphasis added)

Creation and validity of contracts

(a) **A contract is not valid and the state is not bound by it and no agency, without the prior written approval of the commissioner granted pursuant to subdivision 2a, may authorize work to begin on it unless:**

- (1) it has first been executed by the head of the agency or a delegate who is a party to the contract;
- (2) it has been approved by the commissioner [of administration]; and
- (3) the accounting system shows an encumbrance for the amount of the contract liability.

(b) the combined contract and amendments must not exceed five years, unless otherwise provided by law. The term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state.

DSHIP

MDE Health & Academic

P941

SWIFT Contract No.: 146514
SWIFT PO No.: 3000018657
MDE SharePoint No.: 94 (FY19)

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This Interagency Agreement ("Agreement") is between the Minnesota Department of Education ("MDE") and the Minnesota Department of Health ("MDH").

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** Upon execution, or the date signed by all necessary state officials, as required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date:** June 30, 2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

2 MDH's Responsibilities

- 2.1 Establish staffing for school health services as outlined in the Center for Disease Control and Prevention Improving Student Health and Academic Achievement through Nutrition, Physical Activity, and the Management of Chronic Conditions in Schools ("CDC-RFA-DP18-1801") grant, which is incorporated into this Agreement by reference. Staffing shall include a 0.5 FTE School Health Services Coordinator position which will:
- (a) Support school staff to provide case management with students with chronic health conditions;
 - (b) Build capacity of Statewide Health Improvement Partnership ("SHIP") school coordinators on school health councils ("SHC") and school health assessment tools, including the School Health Index ("SHI"), School Health Guidelines ("SHG"), and Minnesota data sets including the Minnesota Student Survey ("MSS");
 - (c) Provide training and support at three regional kick-off meetings for priority districts and identified SHC members to build capacity to implement nutrition, physical activity, and managing chronic conditions;
 - a. In the event the School Health Services Coordinator position is not filled by the time of the scheduled kick off meetings, the supervisor or designee will provide training and support at the regional kick-off meetings.
 - (d) Provide technical assistance to SHIP grantees to support development and adoption of policies and practices that create supportive nutrition environments;
 - (e) Support efforts to establish a communication network to disseminate resources, promote trainings and technical assistance, and increase the flow of information and resources between the state and local levels; and
 - (f) Disseminate resources and promote trainings and technical assistance available.
- 2.2 Conduct evaluation activities as outlined in the CDC-RFA-DP18-1801 grant. Activities will include:
- (a) Collaborate with MDE to collect the data required to address the performance measures;
 - (b) Leverage data sources managed by MDH to support evaluation of grant activities and outcomes;
 - (c) Develop the required Evaluation and Performance Management plan to be submitted to the CDC within the first six months of award as required;
 - a. The plan will include a detailed Data Management Plan, drawing on existing plans for managing MSS, Profiles, and SHIP data in accordance with MDH and MDE written guidelines for data handling and use.
 - (d) Work with MDE to engage the grant advisory committee, Minnesota Adolescent Health Coalition School Health Subcommittee, content working groups, and local educational agency school health councils to gather input on data collection activities and to interpret and use evaluation learnings;

- (e) Integrate relevant data and evaluation findings into statewide trainings and technical assistance; and
- (f) Attend a mandatory orientation meeting, September 18-19, 2018 in Atlanta, Georgia.

3 Consideration and Payment.

3.1 Consideration. MDE will pay for all services performed by MDH under this Agreement as follows:

- a) *Compensation.* MDH will be paid in accordance with breakdown of costs as set forth in **Exhibit A - Budget**, which is attached and incorporated into this Agreement.
- b) *Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by MDH as a result of this Agreement will not exceed \$1,276.00. MDH will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget found on the Minnesota Management and Budget website (<http://mn.gov/mmb/employee-relations/labor-relations/Labor/commissioners-plan.jsp>) which is incorporated into this Agreement by reference. Details of this plan include but are not limited to:

Meals: Reimbursement for actual expense amount (including reasonable gratuity) up to amounts as outlined in the Commissioner's Plan.

- Breakfast is allowed only if departure is before 6 a.m., up to \$9.00.
- Lunch is allowed only if more than 35 miles from regular work station, up to \$11.00.
- Dinner is allowed only if arrival is after 7 p.m., up to \$16.00.

Mileage: Reimbursed at the current IRS mileage rate.

Documentation: Original receipts are required for all travel expenses except meals and parking meters. Hotel receipts must show a zero dollar balance, in order to receive reimbursement.

MDH will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received MDE's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state

- c) *Total obligation.* The total obligation of MDE for all compensation and reimbursements to MDH under this Agreement will not exceed \$113,624.00.

3.2 Payment

- a) *Invoices.* MDE will promptly pay MDH after MDH presents an itemized invoice for the services actually performed and MDE's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: by October 31 for services performed July 1 through September 30; by January 31 for services performed October 1 through December 31; by April 30 for services performed January 1 through March 31; and by July 31 for services performed April 1 through June 30.

Invoices should include the following information:

- a) MDE's Authorized Representative's name,
- b) SWIFT Purchase Order (PO) and Agreement number, and
- c) Dates of service,

Invoice due
7/1 - 9/30: 10/31/18
10/1 - 12/31: 1/31/19
1 - 3/31: 4/30/19
4 - 6/30: 7/31/19

The subject line of the email with the invoice attached must contain MDE's Authorized Representative's name, SWIFT Purchase Order (PO) and Agreement number.

The preferred method of obtaining an invoice from a State Agency is by email.

Submit invoices via email to Accounts Payable:

MN Department of Education
Accounts Payable Department
MDE.AccountPayable@state.mn.us

Should an invoice need to be submitted via U.S. Mail, please use the following address:

MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

- b) *Federal Funds.* Payments under this Agreement will be made from federal funds obtained by MDE through CFDA Numbers 93.981. MDH is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by MDH'S failure to comply with federal requirements.

4 Conditions of Payment

All services provided by MDH under this Agreement must be performed to MDE's satisfaction, as determined at the sole and reasonable discretion of MDE's Authorized Representative.

5 Authorized Representatives

- 5.1 MDE's Authorized Representative is Sheila Oehrlein, Youth Development and Health Promotion Team Supervisor, 1500 Highway 36 W, Roseville, MN 55113, sheila.oehrlein@state.mn.us, 651-582-8448, or his/her successor.
- 5.2 MDH's Authorized Representative is Chris Tholkes, Assistant Division Director, OSHII, 85 East 7th Place, Suite 220, PO Box 64882, St. Paul, MN 55164-0882, chris.tholkes@state.mn.us, 651-201-5394, 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.

10 Liability

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

11 Termination

Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party on the basis of nationality or national origin and is not based on a valid business reason.

12 Other Provisions

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- (a) Use only print-quality department logo. Request a copy from the MDE Communication Office at mde.contactus@state.mn.us.
- (b) Copy must follow latest edition of the AP (Associated Press) Stylebook.
- (c) Video content must be open or closed captioned.
- (d) Copy must be free of typographical and grammatical errors.
- (e) Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times Roman 12 pt.
- (f) Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
- (g) Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
- (h) Please direct questions regarding printed material to the State's Authorized Representative for this Agreement.

13 Accessibility

MDH agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: <http://mn.gov/mnit/programs/policies/accessibility/>.

- (a) Contact the MDE Communication Office at mde.contactus@state.mn.us for specific guidance on creating content that meets our accessibility requirements.

14 Plain Language

Except for designs, plans, layouts, maps and similar documents, Minnesota State must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Minnesota State will take the following steps in the deliverables: Use language commonly understood by the public:

- (a) Write in short and complete sentences.
- (b) Present information in a format that is easy-to-find and easy-to-understand; and.
- (c) Clearly state directions and deadlines to the audience.

[Signature page to follow.]

SWIFT Contract No.: 146514
SWIFT PO No.: 3000018657
MDE SharePoint No.: 94 (FY19)

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]
Date: 8/20/18

3. MINNESOTA DEPARTMENT OF EDUCATION

By: [Signature]
(with delegated authority)
Title: Agency Finance Dir.
Date: 8/30/18

2. MINNESOTA DEPARTMENT OF HEALTH

By: [Signature]
(with delegated authority)
Title: Accounting Supervisor Principal
Date: 8/28/18

Exhibit A – Budget

	School Health Services	Evaluation	Total
Salary and Benefits	61,193.56	51,154.44	112,348.00
Out-of-State Travel		1,276.00	1,276.00
Total	61,193.56	52,430.44	113,624.00

00619CD-

P947

SWIFT Contract No.: 152451
SWIFT Purchase Order No.: 3000019435
MDE FY19 SharePoint ID No.: 264

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement ("Agreement") is between the Minnesota Department of Education ("MDE" or "State") and the Minnesota Department of Health ("MDH").

Agreement

1 Term of Agreement.

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

2 **Scope of Work.** On December 21, 2018, MDE was awarded, Award No. 90TP0021-01-00 from the Office of Child Care, funds for the project/program title *Minnesota Preschool Development Grant Birth through Five* ("PDG B-5"). The PDG B-5 approved federal application ("Application") details assigned duties to MDH and is available, upon request, from MDE's Authorized Representative. The Application duties along with the duties, as amended below, are to be performed and completed as follows:

Grant Activity	Participating Party Department of Health	Type of Participation	Compensation
1.1	MDH Assigned Staff	Partner with DHS to lead and manage contracts with racial equity-oriented consultant who will provide project support for Activities 1 (Needs Assessment) and Activity 2 (Strategic Plan development).	
4.1	MDH Assigned Staff	Create Communities of Practice ("COP") to strengthen opportunities for face-to-face interaction, best practice exchange and professional development.	\$21,000.00
4.3	MDH Assigned Staff	Develop curriculum and a toolkit on trauma informed care.	\$230,000.00
4.5	MDH Assigned Staff	Cultural competence training to early care and education leaders.	\$75,915.00
Entire Grant	MDH Director of Child and Family Health	Serve on the PDG Lead Project Team.	
Entire Grant	MDH Assigned Staff	Serve on the PDG Interagency Project Team.	
Entire Grant	MDH Assigned Staff	Community engagement specialist (0.5 FTE).	\$50,000.00
Entire Grant		Supplies	\$5,000.00

- c. *Total Obligation.* The total obligation of MDE for all compensation and reimbursements to MDH under this Agreement will not exceed Three Hundred Ninety-One Thousand Nine Hundred Fifteen and No/100ths Dollars (\$391,915.00).

4.2 *Payment.*

- a. *Invoices.* MDE will promptly pay MDH after MDH presents an itemized invoice for the services actually performed and MDE's Authorized Representative accepts the invoiced services. Upon completion of the above services as outlined in Section 2, invoices must be submitted timely and according to the following schedule:
- (i) For Quarter 1, one invoice on or before April 30, 2019, for services performed from upon execution through March 31, 2019.
 - (ii) For Quarter 2, one invoice on or before July 15, 2019, for services performed from April 1, 2019 through June 30, 2019.
 - (iii) For Quarter 3, one invoice on or before October 30, 2019, for services performed from July 1, 2019 through September 30, 2019.
 - (iv) For Quarter 4, one invoice on or before January 29, 2020, for services performed from October 1, 2019 through December 30, 2019.

If the due date of an invoice falls on a holiday, Saturday or Sunday, the invoice will be due the next preceding business day.

Invoices should include the following information:

- a) MDE's Authorized Representative's name;
- b) SWIFT Purchase Order ("PO") and Agreement numbers; and
- c) Dates of service.

The subject line of the email with the invoice attached must contain MDE's Authorized Representative's name, PO and Agreement numbers.

The preferred method of obtaining an invoice from MDH is by email.

Submit invoices via email to Accounts Payable:

Minnesota Department of Education
Accounts Payable Department
MDE.AccountPayable@state.mn.us

Should an invoice need to be submitted via U.S. Mail, please use the following address:

MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

- b. *Federal Funds.* Payments under this Agreement will be made from federal funds obtained by MDE through CFDA Number 93.434. MDH is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by MDH'S failure to comply with federal requirements.

Section 508 which can be viewed on the Minnesota IT Services website (<http://mn.gov/mnit/programs/policies/accessibility/>).

- a. Contact the MDE Communications Office (mde.contactus@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.

12 Plain Language.

MDH must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MDH will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and
- d. Clearly state directions and deadlines to the audience.

1. STATE ENCUMBRANCE VERIFICATION

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

By: Jennifer A. Fleckner
Date: 1/23/19
SWIFT Contract No.: 152451
Purchase Order No.: 3000019435

2. MINNESOTA DEPARTMENT OF HEALTH

By: Dawn Kellan
(with delegated authority)
Title: Accounting Supervisor Principal
Date: 2/11/19

3. MINNESOTA DEPARTMENT OF EDUCATION

By: Andi Elund
(with delegated authority)
Title: Agency Finance Director
Date: 2/13/19

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Health (MDH) and the Minnesota Board of Water and Soil Resources (BWSR).

Agreement

1 Term of Agreement

1.1 *Effective date:* March 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:* June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Legal Authority

2.1 *Statutory Framework:* The parties are entering into this Interagency Agreement pursuant to Minnesota Statutes section 471.59.

2.2 *Transfer of Funds:* The transfer of funds from MDH to BWSR shall be for the exclusive purpose of sealing unused wells, as provided by Laws of Minnesota 2017, Chapter 91, Article 2, Section 8, Item (c).

3 Scope of Work

MDH will participate in the process of selecting recipients of well sealing grant funds by:

- Reviewing completed grant applications,
- Scoring the grant applications, and
- Providing the names and grant amounts for each grant recipient.

BWSR is the fiscal agent for the 2019 Clean Water Fund Competitive Grant Program. BWSR will distribute grant funds per the fiscal year 2019 Clean Water Fund Competitive Grants Policy and the fiscal year 2019 Clean Water Fund Competitive Grants Request for Proposal. As part of the fund distribution, BWSR shall prepare and execute grant agreements or other appropriate documents with each well sealing grant recipient. BWSR will ensure that the distributed funds are used by grantees according to authorized legislation and BWSR's policies and procedures.

BWSR shall submit approved progress and final reports according to the following schedule:

- a. October 31, 2019
- b. March 31, 2020
- c. October 31, 2020
- d. March 31, 2021

MDH may request reports more frequently if necessary. The content of the reports shall include, but is not limited to, the grant amounts distributed and expended per grant recipient, and project summaries for the number of wells that are sealed.

BWSR will also be responsible for keeping the Legislative Coordinating Commission's website for the Clean Water and Legacy Amendment updated and current as it relates to its grant recipients.

4 Consideration and Payment

The total obligation of MDH for all compensation and reimbursements to BWSR under this agreement will not exceed \$280,000.00 (Two Hundred Eighty Thousand Dollars).

BWSR will invoice MDH \$280,000 after March 1, 2019, but before March 31, 2019, for the total amount needed for well sealing under BWSR's FY2019 Clean Water Fund Competitive Grant Program, including BWSR's administrative costs of five percent. Administrative costs are for managing, monitoring and reporting of grant recipients' activities. BWSR is allowed a five percent administrative cost in place of indirect cost.

BWSR will use grant agreement expiration dates, grant work plans grant monitoring, and redistribution of funds to ensure the funds will be spent by June 30, 2021.

BWSR will be responsible for returning any unused funds to MDH. BWSR will:

- inform MDH of the total amount of unused funds by April 15, 2021, and
- return the unused funds to MDH by May 1, 2021.

5. Conditions of Payment

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

6. Authorized Representative

MDH's Authorized Representative is Nancy La Plante, Grant Coordinator, 625 Robert Street North, PO Box 64975, St. Paul, Minnesota 55164-0975; 651-201-3651.

BWSR's Authorized Representative is Melissa Lewis, Assistant Section Manager, Minnesota Board of Water and Soil Resources, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194; 651-297-4735.

7. 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.

8. Liability

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

9. 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.16 and 16C.05.

Signed: _____

Date: _____

[Handwritten signature]
2/28/19

3. Minnesota Department of Health

By: _____

(with delegated authority)

Title: _____

Date: _____

[Handwritten signature]
Accounting Supervisor Principal
3/5/19

2. Minnesota Board of Water and Soil Resources

By: _____

(With delegated authority)

Title: _____

Date: _____

[Handwritten signature]
Central Region Manager
3-1-2019

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: \$250,000.00

Proposed Start Date: 4/1/2019

Proposed End Date: 06/30/2020

SFY__ - SWIFT FinDeptID: H55EB 31690 \$_____ 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: H55EB31690 \$50,000 amount

SFY20- SWIFT FinDeptID: H55EB13690 \$200,000 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: H12000000

SWIFT Contract #: IAK % 156651

SWIFT Purchase Order #: 3000068663

Buyer Initials: DAG Date Encumbered: 4/24/19

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

2000
H1239115
H12F40J
H12HF40H
9115

512605

130054

PropH
6021

**MINNESOTA DEPARTMENT OF HUMAN SERVICES
INTERAGENCY AGREEMENT**

This Interagency Agreement, and all supplements and amendments ("Agreement") thereto, is between the State of Minnesota's Department of Human Services, Health Care Research and Quality ("DHS") and Department of Health, Health Economics Program ("MDH").

RECITALS

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

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

WHEREAS, DHS and MDH agree that the 2019 Minnesota Health Access Survey, which helps identify Minnesota's uninsured population, is related to the administration and operation of Minnesota's publicly funded health care programs and that accordingly, MDH must perform various tasks related to the successful completion of the survey;

WHEREAS, DHS is not creating, storing transmitting or sharing with or providing access to MDH any of DHS' private data on individuals or individual protected health information for DHS and MDH is not creating, storing transmitting or sharing with or providing access to DHS any private data on individuals or individual protected health information.

NOW, THEREFORE, the Parties agree as follows:

1. Duties:

1.1 MDH'S Duties. MDH shall:

- A. Conduct the 2019 Minnesota Health Access Survey ("survey"), which shall be designed to develop representative estimates of health insurance for the State of Minnesota as a whole. The 2019 Minnesota Health Access Survey shall include questions about issues regarding patients finding a provider or getting needed appointments with providers including dentists, primary care physicians, mental health practioners, and other specialists.
- B. Update the public website for communicating the survey results. Only de-identified private data on individuals and individual protected health information will be published and available on the public website.
- C. Share de-identified survey findings with DHS related to all populations, especially populations who are eligible for DHS programs and services. MDH shall present the result of the survey to DHS and provide data for access reports.

- D. Provide matching non-federal (State and/or foundation) funds of at least the same amount as DHS to conduct the survey identified in Section 1.1.A of this agreement, as detailed in Attachment A- Budget Report, which is attached and incorporated into this Agreement.
- E. Submit an Annual Expenditure Report to DHS in a form prescribed by DHS in Attachment B, which is attached and incorporated into this Agreement with the annual invoice. The report must identify MDH matching funds expended under this Agreement. The report must also identify the funding source of MDH matching funds.
- F. MDH is not creating, storing, transmitting or sharing with or providing access to DHS any private data on individuals or individual protected health information.

1.2 DHS'S Duties. DHS shall:

- A. Provide up to a maximum of two hundred fifty thousand and no/100 dollars (\$250,000.00) to MDH in matching funds for costs related to activities set forth in this Agreement as detailed in Attachment A- Budget Report.
- B. Provide feedback to MDH on the policy questions of interest which may be addressed in the survey and provide feedback on reports to be published that focus on populations and persons eligible for DHS programs and services.
- C. Not create, store, transmit or share with or providing access to MDH any of DHS' private data on individuals or individual protected health information.

2. Consideration and Terms of Payment.

- 2.1 Consideration.** As consideration for all services performed by MDH pursuant to this Agreement, DHS will pay matching funds not to exceed **two hundred fifty thousand and no/100 dollars (\$250,000.00)** in accordance with Attachment A- Budget Report. DHS shall make reimbursement to MDH based on actual expenses incurred, as documented by receipts and invoices.
- 2.2 Total Obligation.** The total obligation of DHS for all compensation and reimbursements to MDH under this Agreement will not exceed \$250,000.00.
- 2.3 Terms of Payment.** Payment shall be made by DHS within thirty (30) days after MDH has presented an annual invoice comporting with Attachment B, the Annual Expenditure Report, and receipts for services performed.

- 3. Conditions of Payment.** All services provided by MDH 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 by DHS, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **June 30, 2020**, 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 MDH at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, MDH shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. **Authorized Representatives.**
 - 6.1 **DHS' Authorized Representative.** DHS' authorized representative for the purposes of administration of this Agreement is Heather Petermann, heather.petermann@state.mn.us, Human Services Manager, 651-431-4120 or her successor.
 - 6.2 **MDH's Authorized Representative.** MDH'S authorized representative for the purposes of administration of this Agreement is Stefan Gildemeister, stefan.gildemeister@state.mn.us, Director of the Health Economics Program, PO Box 64882, St. Paul, Minnesota 55164, (651) 201-3554, or his successor.
 - 6.3 **Authorized Representative Authority.** Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this Agreement.
7. **Assignment.** Neither DHS nor MDH shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. **Amendments.** Any amendment to this Agreement shall be in writing, and shall be approved and executed by the same parties who executed the original agreement, or their successors in office.
9. **Liability.** MDH 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. MDH and DHS 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.**

Both MDH and DHS must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data collected, created, received, maintained, or disseminated by either party pursuant to this Agreement.

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(Signature Page Follows).

APPROVED:

1. DHS ENCUMBRANCE VERIFICATION

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

By: *Debra Hansen*

Date: 4/25/19

SWIFT Contract No: 156651

SWIFT PO #: 3000068663

2. Minnesota Department of Health (MDH)

By: *Dawn Udean*

Title: Accounting Supervisor Principal

Date: 4/26/19

3. Minnesota Department of Human Services (DHS)

By: *Nestor Peterson*

With delegated authority

Title: *Division Director*

Date: 4/29/19

Distribution:

DHS -- Original (fully executed) contract

MDH

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

**Attachment A
Budget Report**

**Minnesota Department of Human Services (DHS) &
Minnesota Department of Health (MDH)**

**2019 Minnesota Health Access Survey
BUDGET SFY 2019 (Section 1, D.)**

Category	MDH – State Share Funds	DHS Funds	TOTAL
1. Salaries & Wages	\$79,312	\$12,789	\$92,101
2. Fringe Benefits	\$28,720	\$4,631	\$33,351
3. Sampling	\$30,166	\$4,864	\$35,030
4. Survey Instrument	\$73,571	\$11,863	\$85,434
5. Data Collection	\$98,308	\$15,853	\$114,161
6. Data Processing	\$0	\$0	\$0
7. Indirect Cost	\$0	\$0	\$0
TOTAL	\$310,077	\$50,000	\$360,077

**Attachment A
Budget Report**

**Minnesota Department of Human Services (DHS) &
Minnesota Department of Health (MDH)**

**2019 Minnesota Health Access Survey
BUDGET SFY 2020 (Section 1, D.)**

Category	MDH – State Share Funds	DHS Funds	TOTAL
1. Salaries & Wages	\$78,969	\$16,546	\$95,515
2. Fringe Benefits	\$29,233	\$6,125	\$35,358
3. Sampling	\$0	\$0	\$0
4. Survey Instrument	\$0	\$0	\$0
5. Data Collection	\$671,488	\$140,696	\$812,184
6. Data Processing	\$174,834	\$36,633	\$211,467
7. Indirect Cost	\$0	\$0	\$0
TOTAL	\$954,524	\$200,000	\$1,154,524

**Attachment B
Annual Expenditure Report**

**Minnesota Department of Human Services (DHS) &
Minnesota Department of Health (MDH)**

**2019 Minnesota Health Access Survey
ANNUAL EXPENDITURE REPORT SFY 2019 (Section 1.1(E))¹**

Category	MDH – State Share Funds	DHS Funds	TOTAL
1. Salaries & Wages			
2. Fringe Benefits			
3. Sampling			
4. Survey Instrument			
5. Data Collection			
6. Data Processing			
7. Indirect Cost			
TOTAL			

I hereby certify the Minnesota Department of Health has incurred the expenses in the same amount as indicated above and the expenses were paid with MDH state funds.

MDH Representative Signature

Date

¹ Per Interagency Agreement Section 1.1(E): Submit this annual expenditure report. The report must identify the State matching funds expended under this Agreement. The report must also identify the funding source of the State matching funds.

**Attachment B
Annual Expenditure Report**

**Minnesota Department of Human Services (DHS) &
Minnesota Department of Health (MDH)**

**2019 Minnesota Health Access Survey
ANNUAL EXPENDITURE REPORT SFY 2020 (Section 1.1(E))¹**

Category	MDH – State Share Funds	DHS Funds	TOTAL
1. Salaries & Wages			
2. Fringe Benefits			
3. Sampling			
4. Survey Instrument			
5. Data Collection			
6. Data Processing			
7. Indirect Cost			
TOTAL			

I hereby certify the Minnesota Department of Health has incurred the expenses in the same amount as indicated above and the expenses were paid with MDH state funds.

MDH Representative Signature

Date

1. Per Interagency Agreement Section 1.1(E):.Submit this annual expenditure report. The report must identify the State matching funds expended under this Agreement. The report must also identify the funding source of the State matching funds.

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

SWIFT Contract No.: 156912
Purchase Order No.: 3000023972
Agency Interest ID No.: 1163
Activity ID No.: PRO20190001

For Assistance Related to MPCA Implementation of the 2007 Consent Order

This Agreement is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 ("MPCA") and the **Minnesota Department of Health**, 601 Robert Street, North, St. Paul, MN 55155 ("MDH").

Recitals/Background

- A. On May 22, 2007, the 3M Company (3M) and the MPCA entered into a Settlement Agreement and Consent Order (Consent Order) that requires 3M to implement response actions relating to releases of perfluorochemicals (PFCs) in soil and groundwater at and from the 3M Cottage Grove, 3M Woodbury, and 3M Oakdale disposal sites. Response actions required of 3M under the Consent Order also include the provision of alternative sources of drinking water for persons whose drinking water is contaminated with PFCs in concentrations that exceed a health risk limit (HRL) or health based value (HBV) established by MDH, including water containing two or more PFCs for which an HBV or HRL have been adopted if the combined PFC levels exceed a Hazard Index (HI) of 1.0 and MDH has issued an advisory against human consumption of the water.
- B. As part of implementation of the Consent Order, the MPCA samples drinking water wells to track the PFC groundwater contamination and to determine whether the drinking water exceeds an HRL or HBV for PFCs. 3M reimburses the MPCA for these costs, including the cost of providing alternative drinking water sources for drinking water wells that exceed those levels, as provided in the Consent Order.
- C. MDH has been assisting the MPCA in the past and has been keeping track of their time in doing so. In the past, because the amount of time spent was minimal, MDH did not request that the MPCA provide funding assistance. However, since 2016 when MDH reduced the HBVs for certain PFCs, the amount of time that MDH has spent in providing assistance to the MPCA has increased substantially.
- D. The assistance being provided by MDH is work that the MPCA would have had to do to administer the Consent Order, but currently the MPCA does not have sufficient staff to do the work. Until the MPCA is able to increase its staffing to be able to do this work, the MPCA needs assistance from MDH.

Agreement

1. Term of Agreement

- 1.1. **Effective date:** **May 13, 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:** **June 30, 2021**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

2.1. MDH Duties:

- (a) MDH shall assign a staff person(s) [up to 1.5 full-time equivalent (FTE)] with experience in hydrology, PFC migration in groundwater, and in sampling, evaluating, and treating drinking water impacts of PFC contamination to implement the requirements of this Agreement. MDH shall also assign a student worker

(up to 0.5 FTE) to assist with well sampling administration and data management of the water well sampling results to implement the requirements of this Agreement.

- (b)** The MDH-assigned staff shall provide written recommendations to MPCA, after coordination and consultation with MPCA, on which private and non-community drinking water wells in the East Metropolitan Area the MPCA should sample to determine whether the wells are impacted by releases of PFCs and at what frequency the wells should be monitored.
- (c)** For those wells that the MPCA determines need to be sampled, MDH shall obtain written permission from the identified well owners that allows the MDH, the MPCA, or MPCA's contractor, to sample the wells. MDH shall use MDH's well sample permission form for such purposes. MDH shall forward the signed well sampling permission form to the MPCA for its records.
- (d)** For those wells that the MPCA determines need to be sampled, MDH staff and the MPCA contractor will work together to coordinate information on well sampling, including which well owners have signed well sampling permission forms and which wells have been sampled.
- (e)** Drinking water well samples that are taken by the MPCA's contractor and sent to MDH lab shall be analyzed and the results provided to the MPCA pursuant to the terms of the Interagency Agreement between the MPCA and MDH (SWIFT Contract No. 144023) dated July 1, 2018, and any amendments thereto and reissuance of the MDH contract. The MPCA may also send East Metropolitan Area drinking water well samples to other contract labs for PFC analysis if MDH's lab capacity is insufficient to process samples in a timely manner.
- (f)** MDH shall send the results of the analysis to private and non-community well owners along with any drinking water well advisories issued by MDH for the well based on the results of the sample within 14 days after the lab results on a sample are reported, or as soon as reasonably possible. The MDH shall copy the MPCA on all letters sent to well owners.
- (g)** MDH staff shall review the well sampling data results and shall work with the MDH-assigned student worker to create and maintain a database management system that contains all of the water well sample results. In creating the database management system, MDH shall work with MPCA to develop a database management system that is in a format that is compatible with the MPCA's electronic database management system. The database management system shall include the results of all of the sampling, the locational information of the water well (i.e. Global Positioning System (GPS)/geographical information system (GIS) coordinates for mapping purposes), as well as any other information that is needed by the MPCA to create a mapping system of the PFC contamination. Prior to creating the database management system, MDH and MPCA will meet to discuss the elements of the system.
- (h)** MDH shall update the database management system and send notice to MPCA hydrologist assigned to the 3M PFC (also referred to as PFAS) disposal sites at least monthly and shall send the updated database to the MPCA electronically at least monthly.
- (i)** The MDH staff and the MDH student worker shall keep a time tracking system to record the amount of time spent on each of the activities to implement the requirements of this Agreement.
- (j)** MDH shall provide a detailed summary of its time spent implementing this Agreement to the MPCA at the end of each quarter.

- (k) At the request of the MPCA, MDH will review and provide comments to the MPCA on submittals related to implementation of response actions related to the 3M disposal sites under the Consent Order. MDH shall record and report its time for this work separately from other work under this Agreement.

2.2. MPCA Duties

- (a) MPCA shall meet with MDH on a regular basis to discuss sampling of private and non-community drinking water wells in the East Metropolitan Area under this Agreement and the results of sampling.
- (b) MPCA shall make final decisions on which private and non-community drinking water wells will be sampled for purposes of implementing the Consent Order.
- (c) MPCA shall meet with MDH to discuss the elements of a database management system.

3. Considerations and Payment

3.1. MPCA will reimburse MDH for staff costs, not to exceed \$125,000.00 (One Hundred Twenty-five Thousand Dollars and Zero Cents), for work under this Agreement from July 1, 2018 – May 2, 2019. MPCA will promptly pay MDH after MDH presents an itemized invoice for the services actually performed and MPCA's Authorized Representative accepts the invoiced services. Invoice(s) must be emailed to mPCA.ap@state.mn.us (subject line MDH and invoice #), and contain the following information:

- Staff name
- State Purchase Order Number
- MPCA Project Manager
- Invoicing Period (actual working period)
- Individual staff hours, broken down by pay period, spent performing work under this Agreement from July 1, 2018 – May 2, 2019
- Classification and hourly pay rate
- Brief narrative discussing tasks completed during time period that include time by staff person, type of activity, date completed, and time spent on each activity.

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

3.2. Starting May 3, 2019, MDH will enter into an Inter-Agency Request for State Employee Services agreement with MPCA and directly draw from the MPCA 3M East Metro Remedy account within the Remediation fund for payment of staff (up to 2.0 FTE) under this Interagency Agreement for all tasks except MDH duty as listed in Clause 2.1(k) above, providing comments upon MPCA request regarding disposal sites. The following information must be reported to MPCA's Authorized Representative every pay period:

- Staff name
- Invoicing Period (actual working period)
- Individual staff hours broken down by pay period spent performing work under this Agreement
- Classification and hourly pay rate
- Brief narrative discussing tasks completed during time period that include time by staff person, type of activity, date completed, and time spent on each activity.

3.3. For work performed under MDH duty as listed in Clause 2.1(k) above, providing comments upon MPCA request regarding disposal sites, MPCA will reimburse MDH for staff costs, not to exceed \$20,000.00 (Twenty Thousand Dollars and Zero Cents). MPCA will promptly pay MDH after MDH presents an itemized invoice, per invoice reimbursement instructions listed under Clause 3.1 above, for the services actually performed and MPCA's Authorized Representative accepts the invoiced services.

4. Conditions of Payment

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

5. Authorized Representative

MPCA's Authorized Representative is **Kathryn Sather**, Division Director, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2691, Kathryn.Sather@state.mn.us, or her successor.

MDH's Authorized Representative is **Tom Hogan**, Division Director, 625 Robert St N, St. Paul, MN 55164, 651-201-4675, Tom.Hogan@state.mn.us, or his successor.

6. Amendments

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

7. Change Orders

If MPCA's Project Manager or MDH's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract, or cause an extension of the term of this Contract. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by MPCA's Project Manager and MDH's Authorized Representative in advance of doing the work. Documented changes will then become an integral and enforceable part of the Contract. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. MPCA reserves the right to refuse any Change Order requests.

8. Liability


Each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

9. 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.

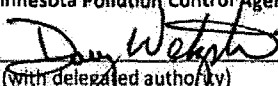
Signed: 
Date: 5/13/19

2. Minnesota Department of Health

Digitally signed by Carmen Patton-Minder
Date: 2019.05.16 07:44:57 -05'00'

By: Carmen Patton-Minder
(With delegated authority)
Title: Interim Financial Management Director
Date: 05/16/2019

3. Minnesota Pollution Control Agency

By: 
(with delegated authority)
Title: Asst. Division Director
Date: 5/21/2019



AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-193

WHEREAS, the State of Minnesota, Department of Health, has an interagency agreement identified as 2019-193 (Contract: 159058, Order: 300066339) with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

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

3. Consideration and Terms of Payment:

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

Up to ~~416~~ 1,214 hours at a rate of \$200.00 per hour for services provided by Alliant Consulting, Inc., and up to ~~\$6,656.00~~ \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$89,856.00~~ \$250,800.00.

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

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

5. Effective Dates:

This agreement is effective Upon Execution, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30~~ December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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



**AMENDMENT to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES
AGREEMENT NUMBER 2019-193**

WHEREAS, the State of Minnesota, Department of Health, has an intragony agreement identified as 2019-193 (Contract: 159058, Order: 3000066339) with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

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

6. Effective Dates:

This agreement is effective ~~Upon Execution June 7, 2019~~, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30~~ December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: <i>Dawn Udeman</i> Title: Accounting Supervisor Principal Date: <i>7/18/19</i>	By: <i>Randa E Rappa</i> Title: Business Manager Date: <i>July 15, 2019</i>

1. Services to be Performed:

The Division agrees that through its Master Contract with Alliant Consulting, Inc. it will sub-contract with Alliant Consulting, Inc. to provide consulting identified in Exhibit A, which is attached and incorporated as part of this contract.

The due dates and fees listed in Exhibit A are contingent on execution of a new Master Contract with Alliant Consulting, Inc. that would extend the contract end date and increase the consulting fees by an amendment when a new Master Contract is executed.

2. Contacts:

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

3. Consideration and Terms of Payment:

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

Up to 416 hours at a rate of \$200.00 per hour for services provided by Alliant Consulting, Inc., and up to \$6,656.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$89,856.00.

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

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

4. Condition of Payment:

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

5. Effective Dates:

This agreement is effective Upon Execution, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. **Termination:**

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

7. **Requesting Agency's Authorized Representatives:**

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

8. **Interagency Agreement Authorization:**

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

9. **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.

10. **State Audit:**

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

11. **Liability:**

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

Approved:

1. Management Analysis and Development	2. Minnesota Department of Health
By: <i>Renee E. Rapp</i>	By: <i>Dawn Udean</i>
Title: <i>Business Manager</i>	Title: <i>Accounting Supervisor Principal</i>
Date: <i>May 21, 2019</i>	Date: <i>6/7/19</i>

Introduction

The Health Regulation Division (HRD) of Minnesota's Department of Health (MDH) engaged Alliant Consulting to develop to work with Division leadership to develop and launch a detailed plan to finalize and implement organization and operational change recommendations resulting from the Health Regulation Redesign project, the HCALP assessment recently conducted and other change and improvement initiatives in the Division. That plan (Appendix A) was developed and is being launched with Division managers and supervisors on April 26, 2019 and with all department staff on April 29, 2019.

The HRD leadership team has asked Alliant to prepare this proposal for providing guidance, training and support for the Division as it completes the organizational design details, prepares for and implements its new operating model. This document provides background and describes the deliverables and the approach to their achievement. It includes work activities, resource requirements and the consulting investment to deliver the described outcomes.

Background

The Health Regulation Division has recently completed some key planning and assessment initiatives that have resulted in recommendations for significant reorganization and work process changes. They wish to move forward with those recommendations in a way that expedites the change implementation process in order to take advantage of excess capacity in some areas and address resource deficits and work backlogs in others, utilizing a "shared leadership" model that includes open communication and opportunities for feedback and input to the new operational design from staff and management.

The director has been working with resources from MMB's Management Analysis and Development group to prioritize the work and establish a high-level charter and structure for a phased implementation approach. Additionally, there is a transition under way to move federal work from the Office of Health Facilities Complaints (OHFC) unit to Licensing and Certification (L&C), effectively combining their triage and intake units. This effort was kicked off in November but is still in process while its project manager is being reassigned.

The division is also in the process of designing a new e-Licensing system called the MN Licensing and Certification System (LCS). LCS is expected to provide solutions for some of the known challenges, but not in the near term.

After several work sessions it was determined that the first step toward successful redesign and implementation was to establish a detailed design completion and implementation work plan and timeline and supportive communications and coordination structure. These have been completed and the communication is scheduled to begin April 26, 2019.

The MDH Human Resources department has been providing input to the planning and communication and has committed to significant participation in the implementation process.

The new model will involve aligning the organization functionally; establishing and documenting standardized workflow, processes, policies, and management practices across the division; developing standards for service and quality and key indicator metrics and reporting and communication structure in each functional work unit that supports shared leadership and continuous improvement principles and practices.

The deliverables for this work are outlined in the attached "HRD Project Charter" (Appendix B) and summarized below. The approach described in this proposal is based on the implementation plan found in Appendix A.

In response to feedback received via employee surveys and outreach to staff, this will be an inclusive redesign effort, involving participation at all levels and including individuals representing all areas of HRD. While the implementation plan (Appendix A) provides a roadmap and timeline, the exact structure and timing will be driven by the outcomes of design teams and redesign work groups. The plan will be adjusted as recommended by the Divisions' Leadership Advisory Team and approved by the Division Director's Office (See project charter).

The level of consulting support from Alliant assumes that there will be Division and Agency resources committed to this effort that will work with Alliant (as described in Resource Requirements section) during the design completion and the implementation phase. The roles and responsibilities of Alliant and the Agency are documented in that section of this proposal.

Note: Since Alliant is engaged under the Management Analysis and Development Master Agreement, which expires June 30, 2019, we are presenting this as phased work, with phase one is to be completed by June 30, 2019.

Deliverables

The outcome of this engagement will be a fully documented and established new operating model for the Health Regulation Division that includes the following elements for each work unit:

1. Mission, Vision
2. Standards of performance for service and quality
3. Key workflows and processes
4. Functional model (organizing work units by key functions within each work unit)
5. Organization chart
6. Roles and Responsibilities summary for each position
7. Key skill requirements and a training plan focused on building back up and bench strength that supports seamless coverage when staff are absent
8. Staffing and schedule plans and methodology (fulltime/part-time, hours of operation)
9. Staff, supervisors and managers will be functioning in their new roles according to the agreed upon model, which may include "routine days or weeks"
10. Key equipment/supportive tools (includes software, devices, desktop, *et, al*)
11. Work area layout by location (Central office, in-home, greater Minnesota satellite office)
12. Documented policy and procedures

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13. Key indicator metrics and reports; and a defined multi-level, cross-division, communications and reporting structure

Phase One deliverables, to be completed by June 30, 2019 include:

- Fully redefined and documented divisional organization model and operating models as described above
- Communications plan to roll out the new organization
- Documented implementation preparation plan and implementation timeline

Phase Two deliverables, to be completed by December 31, 2019 include

- Fully Implemented new operating models (some systems enhancements may be pending)
- Full documentation of the operating models and tools for continuous improvement
- Transition plans for each work unit of the division, documented and reviewed with those accountable for next steps
- Positive change events for staff and management have been conducted

Across the Division, the following "success criteria" have been identified for this project:

- Work environment is collaborative, respectful, safe and focused on the mission
- All areas are functionally aligned while complying with regulations and performance standards
- Service and quality performance standards are established and measured for each functional area
- Operating policies and procedures are documented and consistently administered across the Division
- Legal and Regulatory requirements and policies are consistently administered across the Division
- Staff have clear understanding of roles and responsibilities
- Manager, supervisors have clarity regarding their roles and responsibilities
- Staff are trained on updated work processes, procedures and practices
- Staff are trained on systems, tools and equipment used for their work
- Updated processes and procedures are posted in a shared location and followed
- Metrics and reporting are in place and used proactively to track progress and performance and act as needed to meet performance goals and identify areas where staff need more help and support.
- A communications and reporting structure is defined and in place to ensure transparent pathways for input, feedback and mutual accountability
- The Division regularly celebrates its successes and provides opportunities for team building
- Career development is supported for all staff and management

MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

Recitals:

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

WHEREAS, the Minnesota Department of Health (hereinafter MDH) is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

WHEREAS, the United States Department of Health and Human Services has promulgated regulations to set conditions for federal financial participation (FFP) for health and related supportive services in the Title XIX program for Child and Teen Checkups (hereinafter C&TC) [42 CFR 432.50 aka Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)], for which DHS is the agency responsible; and

WHEREAS, MDH is the state agency responsible to protect, maintain and improve the health of citizens of Minnesota under Minnesota Statutes, sections 144.05 and 144.07, and it is the agency designated to administer Maternal and Child Health Services Block Grant (Title V of the Social Security Act as amended), Minnesota Statutes, section 145.88, and

WHEREAS, DHS and MDH have determined that the objectives of educating and training public and private providers on early and periodic screening components and anticipatory guidance; providing best practice recommendations related to early and periodic screening components; and providing consultation and technical assistance on early and periodic screening components can best be met through collaboration.

NOW, THEREFORE, it is agreed:

1. Duties: The following duties will be completed by the parties.

1.1 Assessment of Training Needs.

- a. **MDH and DHS** will meet regularly to review current curriculum and trainings to determine whether revisions are needed in the training plan.
- b. Using **DHS** data, **MDH and DHS** will determine together which providers are providing C&TC services/screenings and which geographic areas have the largest gaps.
 1. **DHS** will provide data to **MDH** on or before July 15, 2016, and will provide additional data as necessary to further inform training and evaluation.
 2. The data will include provider types and geographic areas.
- c. The Assessment shall inform the training plan to be established per Clause 1.2.
- d. **DHS and MDH** will establish any mutually agreed upon subcontracts with Minnesota professional provider organizations such as Minnesota Chapter of the National Association of Pediatric Nurse Practitioners (MNNAPNAP), Minnesota Chapter of the American Academy of Pediatrics, or Minnesota Academy of Family Physicians (MNAFP) or other entity regarding C&TC training that both agencies agree would be beneficial.

1.2 Training Plan. DHS and MDH will work together to maintain and revise as needed a training plan for C&TC providers. The training plan:

- a. Will be designed to reach all providers who provide services for the DHS C&TC eligible population. This may involve targeting key types or categories of providers.
- b. May incorporate relationships with external partners to reach providers (for example, health plans, clinic systems, professional associations, and/or Tribes).
- c. Will identify the modes of training to be employed.
- d. Will address health disparities as identified by DHS and MDH. For example, using information from MDH's Advancing Health Equity report and DHS data.
- e. Will consider other public health activities and efforts underway to improve the health of the C&TC population, including, the Early Childhood Comprehensive Systems grant, and other public health grants or initiatives addressing the C&TC population.
- f. Will include providers and geographic regions identified by MDH and DHS as needing training.
- g. Will establish goals and objectives for training by provider / audience type, geographic area, and topic in the first quarter of each fiscal year.
- h. Will include joint MDH and DHS trainings for local C&TC coordinators and staff who are responsible for outreach to families and training for local clinics.

1.3 Evaluation. DHS and MDH will work together to establish an evaluation plan by September 30, 2016 that reflects the goals and objectives established in the training plan in Clause 1.2, and includes mutually agreed upon outcome measures. At a minimum, the evaluation plan will include:

- a. Tracking of trained providers and local public health and tribal staff.
- b. Integration efforts with external partners.
- c. C&TC screen rates by geography, provider type and racial/ethnic disparities.
- d. The evaluation will be revised during the two year period as DHS and MDH staff determine is necessary.

1.4 Duties of MDH. MDH will develop, administer, and conduct trainings as follows.

- a. **Curriculum.**
 1. MDH will prepare for and conduct training presentations or portions thereof as agreed under the terms and conditions of this Agreement.
 2. MDH will participate in meetings convened by DHS to develop training session agendas, learning objectives, evaluations, schedules, and joint presentation planning, and other materials as needed for trainings identified in Clause 1.4.b.
 3. MDH will develop and/or revise curriculum and other training session materials as needed for the C&TC Screening Components Trainings described in the terms of this Agreement, in consultation with DHS and as approved by DHS. These revisions must be consistent with MDH, DHS and the U.S. Department of Health and Human Services standards, professional organization guidelines and recommendations, and current standards of practice. DHS will provide feedback or approval within two weeks or an agreed upon timeline of receiving revisions to existing curriculum or newly developed curriculum.

4. **C&TC Comprehensive Screening 2-3 day training sessions:** MDH will forward a copy of all materials distributed and used for the C&TC Comprehensive Screening 2-3 day training sessions for the first contract year and will provide an update when key changes in content have been made.

b. **Training sessions.** The purpose of the training sessions is for participants to obtain the knowledge and skills needed to provide C&TC services consistent with program standards. MDH will provide at least the following types and frequency of training sessions as listed below. Modifications to the number of sessions and/or schedule may be negotiated and approved by MDH and DHS by written agreement (which may include e-mail).

1. **C&TC Comprehensive Screening Training.** MDH will provide one to two 2-3 day training sessions in each contract year, with at least one training session in greater Minnesota, to train Registered Nurses and Public Health Nurses who
 - i. Plan to actively provide C&TC screenings within three to six months of the training date and have not previously attended the C&TC Comprehensive Screening training; or
 - ii. Currently provide C&TC screenings but have not attended the C&TC Comprehensive Screening training in the past six years; or
 - iii. Have not actively provided C&TC screenings in the past year and have not attended the C&TC Comprehensive Screening training in the past four years; or
 - iv. Are preapproved by MDH or DHS to attend the training.
2. **C&TC Refresher.** MDH will provide two to four 1-2 day C&TC refresher training sessions in each contract year to update Registered Nurses, Public Health Nurses, or other appropriate clinic staff on current C&TC content and screening procedures, and to enhance knowledge and skills needed to provide C&TC services consistent with program standards for Registered Nurses and Public Health Nurses who
 - i. Currently provide C&TC screenings and have attended the C&TC Comprehensive Screening training within the past five years; or
 - ii. Are preapproved by MDH or DHS to attend the training.
3. **C&TC Ad Hoc Trainings.** MDH will provide 8-10 training sessions and/or health plan or system consultation meetings in each contract year as requested by public and/or private providers, C&TC Coordinators, or DHS on topics such as newborn assessment, adolescent health, and best practices for C&TC screening components. Topics and schedules for ad hoc training sessions will be approved by MDH and DHS in order to assure the most efficient use of resources and to achieve the greatest impact. These training sessions will be coordinated with C&TC Coordinators, primary care clinics, and/or hospitals to maximize attendance. These training sessions may include videoconference trainings and/or web-based training.
4. **Other C&TC training sessions.** MDH will provide up to four other C&TC training sessions in each contract year as requested by DHS or C&TC Coordinators for health care providers in the provision of C&TC components and standards.

5. **Developmental and Mental Health Screening Trainings.** MDH will provide at least five trainings in each contract year to train public and private health care providers on the provision of standardized developmental and mental health screenings.
6. **Hearing and Vision Screening Trainings.** MDH will provide at least 10 trainings in each contract year to train public and private health care providers on vision and/or hearing screening. Trainings may be conducted for the beginner or advanced screener and may include tympanometry and otoscopy.
7. **E-Learning.** MDH will review all C&TC e-learning modules for accurate and up-to-date information annually.
 - i. MDH will update, as needed and based on staff capacity, the content in consultation with DHS based on current best practices, state and/or national guidelines, federal and state regulations, and user evaluations.
 - ii. Removal of outdated e-learning modules will be mutually agreed upon by DHS and MDH.
8. Trainings presented in a web-based format shall capture audience participation, demographics and evaluation to the extent possible given available resources.
- c. **Training Scheduling and cancellation.** MDH will coordinate the scheduling of training sessions agreed to under this agreement with DHS staff.
 1. Annually, MDH will provide DHS with a list of scheduled contracted trainings with dates, times, locations for the next contract year, and provide updates to this schedule as appropriate
 2. MDH will reschedule or change training sessions canceled due to low enrollment or inclement weather, if feasible.
 3. The minimum recommended number of participants for trainings sessions listed in Clauses 1.4.b.2. – 1.5.4.6. is ten in the metro area and six in greater Minnesota.
 4. The recommended minimum number of participants for the C&TC Comprehensive Screening training sessions is six in the metro area and four in greater Minnesota.
- d. **Advertising and marketing.** MDH will advertise and market C&TC training, education, and resources.
 1. MDH will notify all interested persons/agencies of the available trainings.
 - i. Notification of C&TC Comprehensive Screening training sessions will take place at least eight weeks in advance.
 - ii. Notification of C&TC trainings open to the public such as C&TC Refresher trainings, Developmental and Mental Health Screening trainings, Hearing and Vision Screening trainings will take place at least six to eight weeks in advance.
 - iii. Notification of C&TC Ad Hoc training sessions will take place at least four weeks in advance or as feasible.
 - iv. For scheduled revisions after notice has been given, notice will be given to all interested persons/agencies with as much advance notice as possible.
 2. MDH will submit to DHS a master flyer template of each training announcement (in electronic format) in advance for approval.

3. For all training sessions referenced in this contract, notice of these training sessions will be sent to available lists of relevant groups, such as:
 - i. Interested persons/agencies including C&TC providers (physicians, advanced practice nurses, physician assistants, public health nurses), Minnesota Health Care Programs (MHCP) enrolled clinics, Maternal and Child Health Coordinators, and other agencies, county/tribal public health, nonprofit or community clinics, tribal or Indian Health Service clinics, and Head Start; and
 - ii. School-based clinics, C&TC Coordinators, the school health newsletter list, Community Health Services (CHS) mail bag, MDH training calendar, health plan government representatives, and professional organizations such as Minnesota Chapter of the National Association of Pediatric Nurse Practitioners (MNNAPNAP) or Minnesota Academy of Family Physicians (MNAFP) as feasible.
- e. **Registration, Fees, and Cancellation Policy.**
1. Registration
 - i. Priority for enrollment in C&TC Comprehensive Screening training sessions will be given to those who would directly provide C&TC screening services to MHCP enrollees.
 - ii. Registration will take place via the online MDH-maintained Maternal and Child Health Education and Training Application for workshop participant registration, contract reporting, and training management. If MDH stops maintaining this online application, MDH and DHS will mutually agree on an alternative online registration method.
 2. Fees
 - i. For the C&TC Comprehensive Screening 2-3 day training sessions, MDH may charge a fee of \$400.00 - \$600.00 per participant for those attending the full training session and covered by C&TC Administrative contract funds. A reduced fee not to exceed \$150.00 will be available for C&TC providers who are not covered by administrative contract funds. MDH, in consultation with DHS staff, will offer an additional reduced fee for tribal and Head Start providers based upon ability to pay.
 - ii. Fees for other trainings other than the C&TC Comprehensive Screening training will not exceed \$16.00 per person per contact hour of training.
 - iii. Training sessions for which Continuing Medical Education (CME) credit is offered may have additional fees, based on the cost of the workshop and CME accreditation costs.
 - iv. Fees for ad hoc training sessions may vary as agreed upon by DHS and MDH.
 - v. Fees may be charged for web-based or E-learning modules that provide Continuing Education Units (CEUs) or CMEs. These fees will not exceed \$16.00 per person per contact hour.
 - vi. Fees will be reviewed and adjusted, if necessary, and incorporated into the training plan.
 - vii. All fees are subject to DHS approval.

3. Cancellation. The cancellation policy for trainings will read as follows:
 - i. C&TC Comprehensive Screening training sessions: *"If cancellation is necessary, please notify MDH as soon as possible. Cancellations received up to three business days before the workshop begins are refundable, minus a \$60 processing fee. If registrant does not cancel or cancels less than three business days before the workshop begins, registrant will be liable for the full course fee. MDH reserves the right to cancel any workshop if necessary, in which case registrants will receive a full refund."*
 - ii. Cancellation Policy for all other training sessions. *"If cancellation is necessary, please notify MDH as soon as possible. Cancellations received up to three business days before the workshop begins are refundable, minus a \$25 processing fee. If registrant does not cancel or cancels less than three business days before the workshop begins, registrant will be liable for the full course fee. MDH reserves the right to cancel any workshop if necessary, in which case registrants will receive a full refund."*
 - iii. Registrations and payments made through an electronic system shall be refunded according to the cancellation policy and shall be refunded to the account charged unless otherwise approved by DHS and MDH.

f. **Technical Assistance and Consultation.**

1. MDH will complete an individual C&TC 1:1 consultation for all newly trained RN or PHN providers who received training through the 2-3-day C&TC Comprehensive Screening Components training session. This consultation will consist of a physical exam component, proficiency demonstration, and clinic site visit by MDH staff designed to provide a supervised clinical experience for newly trained RNs or PHNs in order to reinforce their skills and review documentation and clinic set-up. If MDH determines it necessary, a second consultation may be scheduled to assess skills in the performance of C&TC components. Referral for additional training or education will be determined in conjunction with DHS.
2. MDH will provide technical assistance to MHCP managed care and fee-for-service providers, county and tribal staff, Head Start and tribal health providers, C&TC Coordinators, managed care representatives, and other providers on C&TC-related components and best practices such as anticipatory guidance, oral/dental health, hearing/vision screening, etc.
3. MDH will coordinate and assist with C&TC-related training needs as requested by county and tribal C&TC staff, Head Start, Early Childhood Screening, schools, tribal providers, public health clinics, and other C&TC clinics, in consultation with DHS.
4. MDH will provide consultation and technical assistance to state professional healthcare provider organizations, Minnesota State Colleges and Universities (MnSCU), and state and national organizations on C&TC screening best practices.
5. MDH will participate in projects that involve quality improvement in well-child screening components such as Minnesota Child Health Improvement Partnership (MnCHIP), Interagency Developmental Screening Task Force, MN

- Community Measurement, and others as mutually agreed.
6. MDH will provide consultation to DHS on C&TC Coordinator trainings and updates of C&TC materials developed by DHS, such as Screening Component Standards and Guidelines, screening documentation forms, dental periodicity schedule, C&TC brochures, Parent Checklists and other related activities as agreed to by MDH and DHS.
 7. MDH will develop, revise and maintain C&TC Fact Sheets, the MDH C&TC web site, health history forms, and other related activities as agreed to by MDH and DHS.
 8. MDH will ensure that documents and web-based materials are formatted for ADA compliance and will follow MDH communication policy requirements.
 9. MDH and DHS will discuss and prioritize these activities every six months, or more frequently as MDH and DHS mutually determine is necessary due to significant planned updates.

1.5 Staffing.

- a. MDH will provide staff as specified in Attachments A and B (budgets) to ensure that the duties and requirements of this Agreement are met.
- b. MDH will maintain a Staffing Plan for this activity.
 1. The Staffing Plan will identify "key personnel" by name.
 2. MDH will submit the initial Staffing Plan to DHS by July 15, 2016.
 3. MDH will notify DHS of any proposed changes in staffing.
 - a. Changes in the position classifications for key personnel must be agreed upon in writing (which may include e-mail) by DHS and MDH.
 - b. MDH will give DHS timely notification of changes in key personnel.
- c. MDH may hire and supervise student workers or interns to conduct research, gather information, and perform other functions as necessary to support the C&TC activities of both agencies.
- d. MDH shall consult with DHS on intern/student worker work products and will send DHS a work plan for intern/student workers with their position description on an annual basis. MDH staff will supervise, review and edit their work to assure quality work products before requesting DHS approval.
- e. To maximize the Federal Financial Participation (FFP) rate for this activity, MDH agrees to staff the contractual services it performs in accordance with the requirements of 42 C.F.R., section 432.50(d) at all times during the term of this agreement and will maintain all necessary documentation and reporting to qualify for FFP funding for staff services.

1.6 Reporting. MDH will prepare and submit an annual report to DHS within 90 days of the end of each contract year. The report will include the following elements:

- a. Training Sessions.
 1. The report will provide a summary list of the flyers sent, including when they were sent and to whom they were sent.
 2. The report will provide the date, location (city and facility), topic, and number of attendees for all C&TC trainings. Upon request by DHS, the report will include attendees' names, discipline/position, clinic(s) at which they practice or place of employment, email and mailing addresses of each participant, whether or not they

- have attended this training before and if so when, what rate they paid for the class, and if they are/will be providing C&TC related activities.
3. When reporting on the C&TC Comprehensive Screening 2-3 day training sessions provided, the report will also show the number of 1:1 consults, and if a participant is auditing only and will not be providing C&TC screening services. Upon request by DHS, the report will include if the participant is a licensed Registered Nurse and/or Public Health Nurse or other medical credential type, and participant's supervisor's name.
 4. For C&TC e-learning modules, the report will include participant profession, geographic location, and if they provide C&TC screening services. The report will also include the number of website hits to each E-learning module annually, identifying each module and the number of hits and/or participation individually, if feasible.
 5. The report will include a narrative describing how the curriculum has changed/been updated to meet the participants' needs, as well as new developments in the Maternal and Child Health (MCH) field.
 6. The report will include a summary of all the training participant evaluations. Copies of the individual evaluations will be provided to DHS, upon request within 90 days after the annual report has been received.
 7. The report will include a statement of total fees collected for each of the trainings.
 8. The report will include a summary of all training cancellations and reason for cancellation.
- b. Activity-specific reporting related to C&TC Ad Hoc training sessions: MDH will forward a record of all requests and topics for ad hoc training sessions to DHS with information on whether or not they were provided, and the reason they were not provided.
 - c. Student worker/intern: MDH will provide a summary of work completed by student worker/interns under this contract to DHS. A copy of the work products produced by student worker/interns shall be provided to DHS, if requested.
 - d. Technical Assistance and Consultation. The report will summarize consultation and technical assistance to C&TC Coordinators, public health agencies, tribal health agencies, Head Start, health plan representatives and others.
 - e. Overall Training Plan Evaluation. MDH will report on the outcome of the evaluation plan in clause 1.3 including all mutually agreed upon outcome measures.

1.7 Training Evaluation. MDH will evaluate trainings and workshops.

- a. Evaluations are requested of all workshop participants. MDH staff will review the training and workshop evaluation forms and, in consultation with DHS, will update forms if necessary.
- b. Completed evaluation forms will be used by MDH staff as part of individual training evaluations, overall evaluation of the training plan and may also be used as part of 1.3 Evaluation, a. evaluation plan activities.
- c. All evaluation forms completed by participants attending MDH-contracted training sessions and workshops will be made available to DHS upon request.

- d. Evaluation forms will be kept by MDH for 90 days after the annual evaluation summaries have been reported and will be made available to DHS if requested during that time.

1.8 Annual Expenditure Report. MDH will submit an annual expenditure report to DHS in accordance with Attachments A and B (budgets) that are attached and incorporated into this Agreement by reference herein.

- a. The report will summarize all expenditures by line item and must identify the funding source(s) and amounts of the State matching funds expended.
- b. The report will include all costs attributable to MDH in order to carry out the Duties and requirements of this Agreement.
- c. The report will be prepared in compliance with all applicable federal regulations and requirements including: Title XIX of the Social security Act, Code of Federal regulations, Titles 42 and 45, OMB Circular A-87, "Cost principles for State, Local and tribal Governments", and applicable provisions within the State Medicaid manual, to ensure that costs claimed for federal reimbursement shall be accurate and reflect actual costs incurred only for the services provided under this Agreement.
- d. The report will identify expenditures eligible at both the fifty percent (50%) and seventy-five percent (75%) rates of federal financial participation.
- e. The report will be submitted no later than sixty (60) days following the end of each contract year.
- f. DHS will furnish a formatted document or spreadsheet to MDH for this report.

1.9 Duties of DHS.

- a. For training sessions on C&TC Screening components developed and implemented by DHS, DHS will:
 - 1. Prepare for and conduct training session presentations or portions thereof in consultation with MDH.
 - 2. Coordinate and schedule DHS' C&TC-related training sessions and meetings with C&TC administrative staff, C&TC Coordinators, public health, Head Start, private clinic providers around the state and provider organizations such as Minnesota Chapter of the National Association of Pediatric Nurse Practitioners (MNNAPNAP), Minnesota Chapter of the American Academy of Pediatrics, or Minnesota Academy of Family Physicians (MNAFP).
- b. DHS will inform MDH of changes to state and federal regulations related to C&TC and Early Periodic Screening, Diagnosis and Treatment (EPSDT) in a timely manner.
- c. DHS will inform MDH in a timely manner of staffing changes, changes to programmatic information which is pertinent to services, components, and standards included in contracted training sessions.
- d. Will inform MDH of contract expectations, including all necessary document and reporting requirements, necessary to secure Federal Financial Participation (FFP) rate for activities under this contract to meet the requirements of 42 C.F.R., section 432.50(d).

- e. In consultation with MDH, DHS will revise, update, and develop C&TC materials that reflect current C&TC screening standards and are used for a C&TC screening visit.
- f. DHS will respond to all MDH requests for review of training materials, curriculum, or revisions within two weeks of receipt or within a mutually agreed upon time.
- g. DHS will participate in meetings with MDH to develop training session agendas and materials, schedules, joint presentation planning and any other contract responsibilities as needed.
- h. DHS will schedule all necessary regional C&TC meetings; coordinating with MDH contracted staff, county, tribal, health plan, C&TC Coordinators and DHS staff as needed.
- i. DHS will provide MDH with copies of C&TC mailings sent to all C&TC providers and outreach coordinators.
- j. DHS will include MDH C&TC staff on all e-mail bulletins, updates and newsletters that are sent to C&TC providers.
- k. DHS will provide to MDH the reporting format and or details necessary for MDH to comply with all applicable federal regulations and requirements.
- l. DHS will provide regular data reports as mutually agreed upon, and will provide additional data as needed to inform MDH in the development of their training plan and/or content of trainings.

1.10 Interagency collaboration. DHS and MDH will:

- a. Attend C&TC interagency staff meetings held at least two times per contract year. These meetings will be comprised of MDH and DHS staff for the purpose of discussing contract implementation and progress toward C&TC program goals. These may be convened by either agency to discuss the status of this Agreement, duties of the parties, review draft materials, and identify and solve problems.
- b. "Consultation between DHS and MDH", when used in this Agreement, shall mean written correspondence, whether by memo, letter, or e-mail, to assure clear communication. Verbal decisions made during conversations and/or meetings must have written confirmation by both MDH and DHS through a follow up email or letter that can be initiated by either MDH or DHS. All consultation requests made by either party will be acknowledged and addressed within one week unless otherwise specified.
- c. DHS and MDH will review this Agreement at a minimum of every six (6), twelve (12), and eighteen (18) months from the effective date to determine if substantive changes in responsibilities, budget allocations supported by DHS, or training session fees are warranted. If a change in responsibilities which is outside the scope of this agreement is warranted, an amendment to this agreement to reflect the agreed upon changes may be required.

2. FUNDING

2.1 Agency funding responsibilities.

- a. **Agency funding responsibilities.** Funding for this activity will be provided with State funds from MDH and with Federal funds from DHS. The total budget for this activity for SFY 2017 and SFY 2018 is summarized in attached Attachment C which is incorporated into this Agreement by reference.
 - 1. MDH receives a Legislative appropriation for the State share of this activity.
 - i. MDH will fund this activity in an amount not to exceed **one hundred and ninety thousand dollars (\$190,000.00)** in SFY 2017 and in an amount not to exceed **one hundred and ninety thousand dollars (\$190,000.00)** in SFY 2018.
 - 2. DHS will fund this activity to the maximum amount of Federal Financial Participation allowed per 42 C.F.R., section 432.50 in an amount not to exceed three hundred eighty six thousand five hundred eleven dollars (\$386,511.00) in SFY 2017 and in an amount not to exceed three hundred eighty nine thousand one hundred twelve dollars (\$389,112.00) in SFY 2018.
- b. **Federal funds.** Payments will be made from federal funds obtained by DHS through Title XIX, Catalog of Federal Domestic Assistance (CFDA) Number 93.778, Early and Periodic Screening, Diagnostic, and Treatment, Medical Assistance Program/Medicaid program, of the Social Security Act of 1935 (Public law 111 - 150 and amendments thereto).
 - 1. MDH is responsible for compliance with all applicable federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by MDH's failure to comply with federal requirements.
 - 2. DHS is responsible for compliance with all applicable federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by DHS's failure to comply with federal requirements
 - 3. To maximize the Federal Financial Participation rate for this activity, MDH agrees to staff the contractual services it performs in accordance with the requirements of 42 C.F.R., section 432.50(d) at all times during the term of this agreement.
 - 4. If at any time Federal funds become unavailable, this agreement will be terminated immediately upon written notice of such fact by DHS to MDH. In the event of such termination, MDH will be entitled to payment, determined on a pro rata basis, for services accepted and satisfactorily performed.

3. CONSIDERATION AND TERMS OF PAYMENT

3.1 Consideration. Consideration for all services performed by MDH pursuant to this agreement will be paid by DHS as follows:

- a. **Compensation.** Compensation will be consistent with the Agreement budget found in Attachment A and Attachment B.
 - 1. Transfers of funds out of a budget line item into another budget line item in an amount which will exceed ten percent (10%) of the amount approved for the contract year, or ten thousand dollars (\$10,000.00), whichever is less, must be

requested in writing in advance by MDH and have prior approval from DHS in writing; including e-mail.

2. Reimbursement will be quarterly cost reimbursement based on the previous quarter's expenses as documented by itemized invoices.
- b. Total Obligation.
1. The total obligation of MDH will not exceed three-hundred eighty thousand dollars (\$380,000.00)
 2. The total obligation of DHS for all compensation and reimbursement to MDH will not exceed seven hundred seventy-five thousand six hundred twenty-three dollars (\$775,623.00).

3.2 Terms of Payment

- a. Payment shall be made by DHS within thirty (30) days after MDH has presented invoices for services performed to DHS on a form approved by DHS, and DHS's authorized representative accepts the invoiced services.
- b. MDH will present itemized invoices to DHS for services performed on a quarterly basis, no later than three (3) months after the end of the quarter for which payment is requested.
- c. Invoices will include all Budget line categories found in Attachments A and B and will include all costs attributable to MDH in order to carry out the functions of this agreement. MDH shall furnish or make available information on any accounts, expenditures or reports as requested by DHS or as may be necessary for audit purposes or compliance with FFP requirements; such as receipts, travel vouchers, and labor distribution reports.
- d. Costs within each Budget line category shall identify expenditures eligible for state and federal financial participation and must itemize costs at both the 50% and 75% rates of federal financial participation (FFP) to be claimed per 42 C.F.R., section 432.50. Invoices shall be submitted in a timely manner.

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

5. Terms of Agreement. This agreement shall be effective on July 1, 2016, or upon the date that the final required signature is obtained by MDH, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through June 30, 2018, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

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

7. Authorized Representatives. DHS's authorized representative for the purposes of administration of this agreement is Julie Marquardt, Purchasing and Service Delivery or her successor. MDH's authorized representative for the purposes of administration of this agreement is Susan Castellano or her 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.

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

9. 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.

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

11. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to MDH under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a. If DHS has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, DHS will be responsible for its own compliance.
- b. It is expressly agreed that MDH will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, MDH is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, MDH is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If MDH has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, MDH will be responsible for its own compliance.
- c. Notwithstanding paragraph A and B, in its capacity as PROVIDING AGENCY under this Contract, MDH must comply with the provisions of the Data Practices Act under Minn. Stat., ch. 13. Any data created, collected, received, stored, used, maintained or disseminated by MDH in performing its duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section

13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either MDH or DHS.

- D. If MDH receives a request to release data created, collected, received, stored, used, maintained or disseminated by MDH in performing its duties under this Contract, MDH must immediately notify and consult with the DHS's Authorized Representative as to how the MDH should respond to the request.
- E. MDH must comply with Minn. Stat. § 13.05, subd. 5, and establish appropriate security safeguards for all records containing data on individuals.
- F. MDH must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by MDH in performing its duties under this Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Signature page follows

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

APPROVED:

1. MINNESOTA DEPARTMENT OF HUMAN SERVICES 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. MINNESOTA DEPARTMENT OF HEALTH

By: Mary Edwards

Title: Mary Edwards, Accto. Supv., Fin. Mgmt

Date: 6/29/16

3. MINNESOTA DEPARTMENT OF HUMAN SERVICES

By: [Signature]

With delegated authority

Title: Assistant Commissioner

Date: 8/29/16

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

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

ATTACHMENT A. SFY 2017 BUDGET

Item	Amount
Direct costs	
Salaries & fringe	\$469,374.00
Other Direct Costs	
Subcontracts, consultants	\$24,846.00
Supplies, phones, copies, staff development, travel and seminar support	\$15,000.00
Subtotal – other direct costs	\$39,846.00
Subtotal, all costs	\$509,220.00
Indirect costs	\$67,291.00
TOTAL	\$576,512.00

Indirect costs are calculated per MDH's agreement with the Federal government, at **nineteen and seven hundredths percent (19.07%)**.

ATTACHMENT B. SFY 2018 BUDGET

Item	Amount
Direct costs	
Salaries & fringe	\$462,580.00
Other Direct Costs	
Subcontracts, consultants	\$31,788.00
Supplies, phones, copies, staff development, travel and seminar support	\$17,000.00
Subtotal – other direct costs	\$48,788.00
Subtotal, all costs	\$511,368.00
Indirect costs	\$67,744.00
TOTAL	\$579,112.00

Indirect costs are calculated per MDH's agreement with the Federal government, at nineteen and seven hundredths percent (19.07%).

**ATTACHMENT C. Child & Teen Checkup Provider Training Budget:
SFY 2017 - 2018**

	Total	DHS (federal share)	MDH (state share)
Salaries, Fringe Benefits (based on actual MDH costs)	\$931,954.00	\$663,788.00	\$268,166.00
Other Direct Costs (Sub contractors, trainings, travel, supplies)	\$88,634.00	\$44,317.00	\$44,317.00
Sub Total All Costs	\$1,020,588.00	\$708,105.00	\$312,483.00
Indirect 19.07%	\$135,035.00	\$67,518.00	\$67,517.00
Grand Total 2 Yr Agreement	\$1,155,623.00	\$775,623.00	\$380,000.00

Numbers may not add up due to rounding.

BUDGET PROJECTION - MDH C&TC TRAINING

SFY 2017 @ Max. /			
	Cost		
	Cost @ 1 FTE	FTE	Total Cost
Salary & Fringe			
Nurse Specialist-MCH Option	\$112,072	90%	\$100,865
Nurse Specialist-MCH Option	\$111,967	90%	\$100,771
Nurse Specialist-MCH Option	\$123,589	50%	\$61,794
Nurse Specialist-MCH Option	\$123,589	50%	\$61,794
Office and Admin Specialist	\$67,796	100%	\$67,796
Health Educator 2	\$63,285	75%	\$47,464
Student Worker/Intern 14 hrs./week	\$41,272	35%	\$14,445
Student Worker/Intern 14 hrs./week	\$41,272	35%	\$14,445
Subtotal			\$469,374
Other Direct Costs			
Subcontractors / Contractors / Consultants to do assigned tasks such as adolescent health, mental health; and other DHS-approved C&TC -related contract activities			\$24,846
Supplies, staff development, travel, and seminar support			\$15,000
Subtotal			\$39,846
SUBTOTAL, ALL COSTS			\$509,220
Indirect @ 19.07%			\$67,291
TOTAL			\$576,512

DHS changes
 decrease HE 2 to 75 in 17 50% in 18

6/7/2016 4/5/2016

Amount					
FFP Match			State Share		
DHS (@ 75% FFP)	DHS (@ 50% FFP)	Total DHS	MDH @ 25%	MDH @ 50%	Total MDH
\$75,649	\$0	\$75,649	\$25,216	\$0	\$25,216
\$75,578	\$0	\$75,578	\$25,193	\$0	\$25,193
\$46,346	\$0	\$46,346	\$15,449	\$0	\$15,449
\$46,346	\$0	\$46,346	\$15,449	\$0	\$15,449
\$50,847	\$0	\$50,847	\$16,949	\$0	\$16,949
\$0	\$23,732	\$23,732	\$0	\$23,732	\$23,732
\$0	\$7,223	\$7,223	\$0	\$7,223	\$7,223
\$0	\$7,223	\$7,223	\$0	\$7,223	\$7,223
\$294,766	\$38,177	\$332,942	\$98,255	\$38,177	\$136,432

\$0	\$12,423	\$12,423	\$0	\$12,423	\$12,423
\$0	\$7,500	\$7,500	\$0	\$7,500	\$7,500
\$0	\$19,923	\$19,923	\$0	\$19,923	\$19,923
\$294,766	\$58,100	\$352,865	\$98,255	\$58,100	\$156,355
\$0	\$33,646	\$33,646	\$0	\$33,645	\$33,645
		\$386,511			\$190,000

(\$0)

\$190,000

MINNESOTA DEPARTMENT OF HEALTH AND MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

Recitals:

This Interagency Agreement ("Agreement") is entered by and between the Minnesota Department of Health ("MDH") and the Minnesota Department of Human Services ("DHS"). MDH and DHS are collectively referred to herein as "the Parties."

WHEREAS, MDH and DHS are each empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10;

WHEREAS, pursuant to Minnesota Statutes, section 144A.52, subdivision 1, the Minnesota Legislature created the Office of Health Facility Complaints (OHFC) within MDH;

WHEREAS, pursuant to Minnesota Statutes, section 144A.53, subdivision 1, OHFC is responsible to investigate, upon complaint or upon the initiative of the OHFC Director, any action or failure to act by a health care provider, home care provider, residential care home, or health facility;

WHEREAS, the Minnesota Vulnerable Adults Act, Minnesota Statutes, section 626.557 (the "Act") sets forth the processes and procedures for the reporting, assessment, and investigation of allegations of maltreatment of vulnerable adults in Minnesota;

WHEREAS the Act, specifically Minnesota Statutes, section 626.557, subdivision 9c(e), requires the lead agency responsible for investigating an allegation of vulnerable adult maltreatment shall complete its final disposition within 60 calendar days of receiving the initial maltreatment report or, if unable to complete its disposition within that period, by a subsequent or revised projected completion dates;

WHEREAS, MDH may serve as the lead investigatory agency under the Act when the allegations of vulnerable adult maltreatment arise from any action or failure to act by a health care provider, home care provider, residential care home, or health facility;

WHEREAS, the health and safety of vulnerable adults are important to the State of Minnesota, and DHS and MDH recognize that vulnerable adults may be imperiled by unnecessary delays in investigating allegations of maltreatment;

WHEREAS, MDH believes its current processes and procedures relating to the assessment and investigation of vulnerable adult maltreatment reports pursuant to the Act are in need of review and improvement;

WHEREAS, DHS, in 2014, experienced a challenge with statutory compliance for maltreatment assessments and investigations it conducted pursuant to Minnesota Statutes, sections 626.556 and 626.557;

WHEREAS, DHS completed a continuous improvement project in 2014, and as a result was able to implement process changes that brought DHS into compliance with statutory requirements for vulnerable adult and minor maltreatment assessments and investigations; and

WHEREAS, the Parties agree that collaboration between MDH and DHS is in the best interest of the State of Minnesota and will assist MDH in developing an effective and efficient system for assessing and investigating vulnerable adult maltreatment allegations.

NOW, THEREFORE, it is agreed:

1. Duties.

1.1 DHS' Duties:

- A. DHS shall make available critical staff from the DHS Office of the Inspector General and the Office of Continuous Improvement to guide and direct MDH in the redesign of its processes and systems to efficiently and effectively manage, assess, and investigate allegations of vulnerable adult maltreatment.
- B. DHS shall guide MDH through an assessment to identify the strengths and weaknesses of MDH's existing processes and systems for the assessment and investigation of vulnerable adult maltreatment allegations.
- C. DHS shall make recommendations for the redesign of MDH's assessment and investigation processes for vulnerable adult maltreatment allegations. DHS' recommendations may include, at a minimum, changes to the following:
 - a. MDH workflows related to intake, assessment, and investigation processes;
 - b. Advances in technology, including the need for additional hardware, software, and databases, to support DHS' recommendations; and
 - c. Timelines for initiating and completing the recommendations.
- D. DHS shall consult with the MDH Assistant Commissioner of the Health Systems Bureau before implementing any changes but ultimately DHS shall have full authority to implement any of the recommendations, including the ability to direct MDH and MNIT@MDH staff, make personnel decisions, and commit MDH resources, including space and operational resources, as needed, while acting in compliance with applicable federal and state laws and regulations.
- E. DHS shall provide, within the OHFC, a technology solution within 120 days of the effective date of this Agreement.
- F. DHS shall collaborate with MDH on any planned communication to the OLA, legislature, Governor's office, or media prior to issuing said communication.

1.2. MDH'S DUTIES:

- A. MDH shall make available critical staff as determined by DHS to meet with the DHS Office of the Inspector General and the Office of Continuous Improvement to collaborate with DHS in the development of new or revised OHFC systems to efficiently and effectively manage, assess, and investigate allegations of vulnerable adult maltreatment.
- B. MDH shall implement DHS recommendations reached in accordance with Paragraph 1.1.C. and D in this Agreement.
- C. MDH shall direct resources adequate to implement DHS recommendations in Paragraph 1.1.C. and D in this Agreement.
- D. MDH shall collaborate with DHS on any planned communication to the OLA, legislature, Governor's office, or media prior to issuing said communication.

2. Consideration and Payment

- A. MDH shall pay DHS in accordance with the breakdown of cost as set forth in Exhibit A, Budget, which is attached to and incorporated into this Agreement, to cover DHS' costs and expenditures incurred in performing its obligations under this Agreement including an indirect rate of 10 percent.
- B. The total obligation of MDH for all compensation and reimbursements to DHS under this Agreement will not exceed \$500,000.00.
- C. DHS will invoice MDH, on a monthly basis, for all services performed pursuant to this Agreement in accordance with the costs set forth in Exhibit A.
- D. MDH will pay DHS within thirty days after DHS presents an itemized invoice for the services DHS actually performed and MDH's Authorized Representative accepts the invoiced services.

3. Terms of Agreement. This Agreement shall be effective on December 1, 2017, or upon the date that the Agreement is fully executed, whichever occurs later, and shall remain in effect through December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

4. Termination. This Agreement may be terminated by MDH or DHS at any time, with or without cause, upon thirty (30) days written notice to the other party.

5. Authorized Representatives. The Parties' respective authorized representatives for the purposes of administration of this Agreement are the persons listed below, or his or her successor:

MDH's authorized representative:

Gilbert Acevedo
Assistant Commissioner
Minnesota Department of Health
625 Robert Street North
St. Paul, MN 55155
(651) 201-5000

DHS' authorized representative:

Carolyn Ham
Office of Inspector General
Minnesota Department of Human Services
P.O. Box 64242
St. Paul, MN 55164-0242
(651) 431-2673

6. **Assignment.** Neither MDH nor DHS shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

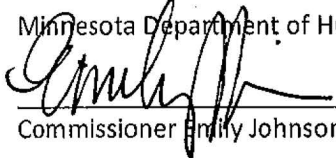
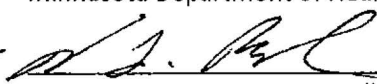
7. **Amendments.** Any amendments to this Agreement shall be in writing and shall be executed by the Parties, and the executors of any such amendments shall be those who executed the original Agreement, or their successors in office.

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

9. **Information Privacy, Security and Compliance.** Both MDH and DHS shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data collected, created, received, maintained, or disseminated by either party pursuant to this Agreement. Further, in carrying out the duties of this agreement, MDH and DHS shall act in compliance with all applicable federal and state laws and regulations.

The parties have caused this contract to be duly executed intending to be bound thereby

APPROVED:

Minnesota Department of Human Services	Minnesota Department of Health
	
Commissioner Emily Johnson Piper	Deputy Commissioner Dan Pollock
12/19/17	12/19/17
Date	Date

Distribution:
MDH – Original (fully executed) contract
DHS
Contracting, Procurement & Legal Compliance, Contracts Unit- #__