



October 15, 2020

The Honorable Gary Dahms, Chair  
Commerce and Consumer Protection Finance  
and Policy

The Honorable David Osmek, Chair  
Energy and Utilities Finance and Policy

The Honorable Dan Sparks  
Commerce and Consumer Protection Finance  
and Policy

The Honorable Erik Simonson  
Energy and Utilities Finance and Policy

The Honorable Tim Mahoney, Chair  
Jobs and Economic Development Finance Division

The Honorable Jean Wagenius, Chair  
Energy and Climate Finance and Policy Division

The Honorable Bob Gunther  
Jobs and Economic Development Finance Division

The Honorable Chris Swedzinski  
Energy and Climate Finance and Policy Division

RE: Interagency Agreement and Transfer Report

Dear Legislators:

This letter addresses the reporting requirement set forth by the Legislature in the Laws of 2017, 1<sup>st</sup> Special Session, Chapter 4, Article 2, Section 16 as outlined in the language below:

*[15.0395] INTERAGENCY AGREEMENTS AND INTRA-AGENCY TRANSFERS.*

*(a) By October 15, 2018, and annually thereafter, the head of each agency must provide reports to the chairs and ranking minority members of the legislative committees with jurisdiction over the department or agency's budget on:*

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

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

October 15, 2020

Page Two

*The report must include the statutory citation authorizing the agreement, transfer or dollar amount, purpose, and effective date of the agreement, the duration of the agreement, and a copy of the agreement.*

*(b) As used in this section, "agency" includes the departments of the state listed in section 15.01, a multimember state agency in the executive branch described in section 15.012, paragraph (a), the Office of MN.IT Services, and the Office of Higher Education.*

Attached please find two reports that provide the required interagency agreement and transfer information for the Commerce Department for Fiscal Year 2020. Also attached are copies of the agreements.

If you have any questions, please do not hesitate to contact me or Tim Jahnke, Chief Financial Officer at (651) 539-1501 or [Tim.Jahnke@state.mn.us](mailto:Tim.Jahnke@state.mn.us).

Sincerely,



Grace Arnold  
Temporary Commissioner

Enclosures

**Minnesota Department of Commerce**

## FY 2020 Interagency Agreements and Service Level Agreements

October 15, 2020

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
Administration	\$ 500,000	M.S. 216B.241	The Department of Administration Real Estate and Construction Services Division contracts for the implementation, maintenance and updates of sustainable building guidelines for new construction or major renovation of buildings that use state funds or state bond funding.	7/1/2018	FY 2020
DEED	\$ 100,000	M.S. 471.59	One Commerce employee works at the Department of Employment and Economic Development to assist with the implementation of the statewide Broadband program. \$100,000 is appropriated to Commerce for this employee.	7/1/2019	FY 2020
DEED	\$ 100,000	M.S. 248.062	The Department of Employment and Economic Development Accessible News for the Blind program provides accessible news services for the Commerce Telecommunications Access Minnesota (TAM) program.	7/1/2019	FY 2020
DHS	\$ 1,545,640	M.S. 237.5-237.56	The Department of Human Services Telephone Equipment Distribution Program administers the distribution of telecommunications devices on behalf of the Commerce Telecommunications Access Minnesota (TAM) program.	7/1/2019	FY 2020
DHS	\$ 295,051	M.S. 256C.30	The Department of Human Services Rural-Real-Time Caption program provides captioning services for the Commerce Telecommunications Access Minnesota (TAM) program.	7/1/2019	FY 2020
Governor's Office	\$ 88,000	M.S. 471.59	The Governor's office provides policy, communications, diversity and inclusion, constituent services, and legal support to state agencies.	7/1/2019	FY 2020
Health	\$ 300,000	M.S. 471.59	The Minnesota Department of Health contracts with Commerce to perform financial solvency reviews of Health Maintenance Organizations (HMOs).	7/1/2016	FY 2020
MMB	\$ 83,298	M.S. 471.59	Commerce contracted with edChunk for delivery of training and communication tool related to the update of the Energy Assistance Program software system. Commerce used the Master Contract established at MMB for these services.	2/25/2020	FY 2020
MN.IT Services	\$ 4,377,480	M.S. 16E.016	MN.IT provides enterprise IT services to Commerce under a Service Level Agreement which is available from MN.IT.	7/1/2019	FY 2020

143850

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Commerce ("Commerce") and MN Dept of Admin - Real Estate & Construction Services, 50 Sherburne Avenue, 309 Administration Building, St. Paul, MN 55155-1402 ("Administration").

**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**

- 2.1. The Department of Administration's Real Estate & Construction Services will implement, maintain and update sustainable building design guidelines and energy benchmarking pursuant to Minnesota Laws 2001, Chapter 212, Article 1, Sections 2 and 3, and Minnesota Statutes 2006, Section 216B.241 as amended by Minnesota Laws 2007 Chapter 136, Article 2, Section 5; and in accordance with Minnesota Laws 2008 Chapter 278, Section 1, will review, the guidelines periodically and as soon as practicable revise the guidelines to incorporate performance standards developed under Minnesota Statute 216B.241, subdivision 9, as amended by Minnesota Laws 2008, Chapter 278, Section 3. This scope of work will be implemented or completed by Administration's Real Estate & Construction Services staff or through a contract or contracts with an organization or organizations and/or a qualified contractors or contractors.
- 2.2. The Department of Commerce will assess energy utilities pursuant to Minnesota Statutes 216B.241, subd 1(f), and transfer funds collected to Administration on a schedule to be agreed upon by both parties. Administration may use funds transferred for payment of contracts entered into for the puposes of this agreement, for Administration's Real Estate & Construction Services required staff time, and other related expenses.
- 2.3. The Departments will work cooperatively to implement the duties imposed on them under Minnesota Laws 2001, Chapter 212, Article 1, Sections 2 and 3, and Minnesota Statutes 2006, Section 216B.241 as amended by Minnesota Laws 2007 Chapter 136, Article 2, Section 5; Minnesota Laws 2008 Chapter 278, Section 1, and Minnesota Statute 216B.241, subdivision 9, as amended by Minnesota Laws 2008 Chapter 278, Section 3.

**3. Consideration and Payment**

The total obligation will not exceed **Four Hundred Forty Eight Thousand** dollars (\$448,000.00) for all compensation and reimbursements to Administration under this agreement. This agreement will be amended each future fiscal year to provide terms for payment to cover costs incurred by Administration's Real Estate & Construction Services.

**4. Conditions of Payment**

All services provided by Administration under this agreement must be performed to Commerce's satisfaction, as determined at the sole discretion of Commerce's Authorized Representative. Any unspent funds in the fiscal year from which it came will be returned to Commerce, or the request from Administration's Real Estate & Construction Services for funding transfer in the following fiscal year will be reduced by the amount of the over-recovery in the prior fiscal year.

**5. Authorized Representative**

Commerce's Authorized Representative is Jessica Burdette, SEO Manager, Energy Efficiency, Assurance & Operations, 651-539-1871, or their successor.

Administration's Authorized Representative is Wayne Waslaski, Senior Director, Real Estate & Construction Services, 651-201-2548, or their 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: Carla Collins  
Date: 6/26/18  
IA / PO: SC# 143850 / FY19 PO#  
3-11143

**3. MN DEPARTMENT OF COMMERCE**

*(with delegated authority)*

By: Aimee Linn  
Title: Director  
Date: 6.27.18

**2. MN DEPARTMENT OF ADMINISTRATION -  
REAL ESTATE & CONSTRUCTION SERVICES**

*(with delegated authority)*

By: Wayne Waslaski  
Title: Senior Director  
Date: 6/26/18

**Distribution:**

MN Dept. of Commerce, Accounting Dept.  
MN Dept of Admin - Real Estate & Construction Services  
State's Authorized Representative (copy)

**STATE OF MINNESOTA**  
**Amendment No. 1**  
**IA Contract: 143850**

Agreement Start Date:	<u>07/01/2018</u>	Total Agreement Amount:	<u>\$948,000.00</u>
Original Expiration Date:	<u>06/30/2019</u>	Original Agreement:	<u>\$448,000.00</u>
Current Expiration Date:	<u>06/30/2019</u>	Previous Amendment(s) Total:	<u>n/a</u>
Requested Expiration Date:	<u>06/30/2020</u>	This Amendment:	<u>\$500,000.00</u>

This amendment is by and between the State of Minnesota's Departments of Commerce ("Commerce") and Administration's - Real Estate & Construction Services, 50 Sherburne Avenue, 309 Administration Building, St. Paul, MN 55155-1402 ("Administration").

**Recitals**

1. Commerce has an agreement with Administration identified as Interagency Agreement 143850 ("Original Agreement") to provide and implement sustainable building design guidelines and energy benchmarking legislation.
2. This interagency agreement is being amended to extend the expiration date, add fiscal year 2020 funding, and update Commerce's Authorized Representatives.
3. Commerce and Administration are willing to amend the Original Agreement as stated below.

**Amendment(s)**

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:** 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~~ 06/30/2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

The total obligation will not exceed ~~Four Hundred Forty Eight Thousand~~ Nine Hundred Forty Eight Thousand dollars (~~\$448,000.00~~ \$948,000.00) for all compensation and reimbursements to Administration under this agreement. Any unspent funds from the previous fiscal year will be available the following fiscal year. This agreement will be amended each future fiscal year to provide terms for payment to cover costs incurred by Administration's Real Estate & Construction Services.

**REVISION 3.** Clause 5. "Authorized Representative" is amended as follows:

Commerce's Authorized Representative is ~~Jessica Burdette~~ Michelle Gransee, SEO Manager, ~~Energy Efficiency, Assurance & Operations~~ Clean Energy & Programs, ~~651-539-1871~~ 651-539-1855, or their successor.

Commerce's Project Manager is Lindsay Anderson, State Program Administrator, 651-539-1771, or their successor.

Administration's Authorized Representative is Wayne Waslaski, Senior Director, Real Estate & Construction Services, 651-201-2548, or their successor.

(Continued on next page)

STATE OF MINNESOTA  
Amendment No. 1  
IA Contract: 143850

Except as amended herein, the terms and conditions of the Original Agreement are incorporated by reference and 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.*

Signature: Carla Collins  
Print Name: Carla Collins  
Title: Buyer  
Date: 6/7/19  
IA / PO: 143850 / FY19 PO#3-11143

3. MN DEPARTMENT OF COMMERCE

*(with delegated authority)*

Signature: Amie O'Connor  
Print Name: Amie O'Connor  
Title: Deputy  
Date: 6.12.19

2. MN DEPT OF ADMINISTRATION - REAL  
ESTATE & CONSTRUCTION SERVICES

*(with delegated authority)*

Signature: Wayne Wasthertel  
Print Name: Wayne Wasthertel  
Title: Senior Director  
Date: 6-10-19

Distribution:

MN Department of Commerce, Accounting Dept.  
MN Department of Administration - RECS  
Commerce Authorized Representative (copy)

160165      *re(cc)*

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This Agreement is between the Minnesota Department of Commerce – Telecommunications Access Minnesota (COMM – TAM) and the Minnesota Department of Employment and Economic Development – Accessible News for the Blind (DEED – ANB).

**Agreement**

**1. Term of Agreement**

**1.1 Effective date:** July 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, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

**2.1. DEED – ANB's duties:**

- (a) Provide or enter into agreements with qualified entities to provide an accessible electronic information service for eligible individuals pursuant to Minnesota Statute sections 248.061-.062.
- (b) Provide program administration, including all management and clerical support required for duties to be performed under this Agreement.
- (c) Establish eligibility requirements for program participants, accept and process consumer applications, verify eligibility, and notify consumers of eligibility or denial.
- (d) Provide the telephone lines necessary to access the service(s).
- (e) Perform other duties deemed necessary to carry out this Agreement, provided that expenditures are specified in the line item budget set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (f) Provide COMM – TAM with a report at the end of the fiscal year showing all expenditures paid out of the DEED – ANB dedicated account; only expenditures approved by the Public Utilities Commission (PUC) and stated in the Interagency Agreement and line item budget (Exhibit A) may be reimbursed from the TAM Fund.

**2.2. COMM-TAM's duties:**

COMM – TAM shall deposit \$25,000 quarterly into the DEED – ANB dedicated account for annual expenses associated with administering the Accessible News for the Blind program as provided in Section 2.1 of this Agreement.

**3. Consideration and Payment**

- (a) The total obligation of COMM – TAM for all compensation and reimbursements to DEED – ANB under this agreement will not exceed **\$100,000**, as specified in the line item budget approved by the PUC, set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (b) Payment will be made in four quarterly deposits (July, October, January, and April) upon receipt of a Payment Invoice from DEED.
- (c) The funds received under this Agreement shall be deposited by DEED – ANB in a dedicated account.
- (d) All unused funds shall be credited to COMM – TAM at the end of the fiscal year.



(e) All earnings arising from the dedicated account such as interest, dividends, and any other earnings shall be credited to COMM – TAM on a monthly basis.

**4. Authorized Representative**

COMM – TAM's Authorized Representative is Rochelle Garrow, TAM Administrator, 85 Seventh Place East, Suite 280, Saint Paul, MN, 55101, 651-539-1878, or her successor.

DEED – ANB's Authorized Representative is Carol Pankow, Director, 2200 University Ave West, Suite 240, Saint Paul, MN, 55114-1840, 651-539-2272, or her successor.

**5. Amendments**

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

**6. Liability**

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

**7. Termination**

This agreement may not be terminated except in accordance with Minnesota Statute section 237.52 or other statutory requirement. If this agreement is terminated, all unused funds paid to DEED – ANB, as well as all earnings arising from the dedicated account such as interest, dividends, and any other earnings, must be returned to COMM – TAM within forty-five (45) days of the termination date.

**8. Other Provisions**

**8.1. Data Privacy:**

Each party is independently required to comply with the requirements of the Data Practices Act; therefore, both parties agree that neither shall be liable for any violation of any provision of the Data Practices Act directly or indirectly arising out of, resulting from, or in any manner attributable to the actions of the other party.

**8.2. State Audits:**

The books, records, documents, and accounting procedures and practices of DEED – ANB relevant to the Agreement shall be subject to examination by the Office of the Legislative Auditor for a minimum of six (6) years.

**8.3. Line Item Budget (Exhibit A):**

The parties understand that the line item budget set forth in Exhibit A is subject to the approval of the Minnesota Public Utilities Commission.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Name: Carla Collins

Signed: Carla Collins

Date: 6/25/19

Contract Number: 160165

PO Number: FY20 PO# 3-12436

**2. DEPARTMENT OF COMMERCE**

Name: Anne O. Connor  
(With delegated Authority)

Signed: Anne O Connor

Title: Dynity

Date: 6.26.19

**3. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

Name: Karol Pankau  
(With delegated Authority)

Signed: [Signature]

Title: AL Workforce Services

Date: 6/26/19

EXHIBIT A

DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT –  
ACCESSIBLE NEWS FOR THE BLIND

FISCAL YEAR 2020 BUDGET

NATIONAL FEDERATION OF THE BLIND (NFB) NEWSLINE SERVICE	
Contract	\$ 65,000
<i>Total NFB Newsline Service</i>	<i>\$ 65,000</i>

RADIO TALKING BOOK SATELLITE	
Contract	\$ 35,000
<i>Total Radio Talking Book Satellite</i>	<i>\$ 35,000</i>

<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 100,000</b>
-------------------------------	-------------------

**STATE OF MINNESOTA**  
**INTERAGENCY AGREEMENT**

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

**Agreement**

**1. Term of Agreement**

Effective date: July 1, 2019

Expiration date: June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**2. Scope of Work**

Commerce will continue to provide the services of its employee, Diane Wells, to perform the activities required to implement Minn. Stat. 237.012 and 116J.39 through 116J.398, including but not limited to coordination with Connected Nation and support for the Governor's Task Force on Broadband. Commerce reserves the right to use up to 15% of Diane Wells' services for Commerce broadband related duties.

DEED will provide the necessary support for Diane Wells to perform the required duties, including but not limited to office space, telephone, computer and network connection, clerical support, work processing, access to communications and internet trade publications and payment of DEED work-related travel expenses.

**3. Consideration and Payment**

The total obligation of DEED to Commerce under this agreement will be \$0.00.

The total obligation of Commerce to DEED under this agreement will be \$0.00

**4. Conditions of Payment**

No payments will be made under this agreement.

**5. Authorized Representative**

Commerce's Authorized Representative is Anne O'Conner, Chief Deputy Commissioner, 85 7<sup>th</sup> Place East, Suite 200, St. Paul, MN 55101, 651-539-1801, or her successor.

DEED's Authorized Representative is Kevin McKinnon, Deputy Commissioner, 332 Minnesota St., Suite E200, St. Paul, MN 55101, 651-259-7440, 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.

**State Encumbrance Verification**

Signed:



Amy Trumper

Title: Financial Services Director

Date: 6/18/19

**Department of Commerce**

Signed:



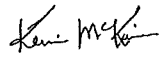
Anne O'Conner

Title: Chief Deputy Commissioner

Date: 6.19.19

**Department of Employment and Economic Development**

Signed:



Kevin McKinnon

Title: Deputy Commissioner

Date: June 6, 2019

160167 PR.CO

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This Agreement is between the Minnesota Department of Commerce – Telecommunications Access Minnesota (COMM – TAM) and the Minnesota Department of Human Services (DHS) – Rural Real-Time Captioning.

**Agreement**

**1. Term of Agreement**

**1.1 Effective date:** July 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, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

**2.1. DHS duties:**

- (a) Enter into grant agreements with television stations to make live local news programming accessible to persons who are deaf, persons who are hard of hearing, and persons who are deafblind as defined in Minnesota Statute section 256C.23.
- (b) Pursuant to Minnesota Statute section 256C.30 (b), the grant agreements are limited to the following:
  - 1. real-time captioning services for broadcasting that is not emergency broadcasting subject to Code of Federal Regulations, title 47, section 79.2;
  - 2. real-time captioning services for commercial broadcasters in areas of Minnesota where commercial broadcasters are not subject to the live programming closed-captioning requirements of Code of Federal Regulations, title 47, section 79.1(d); and
  - 3. real-time captioning for large-market noncommercial broadcasters who produce live news programming.
- (c) Provide program administration, including all management and clerical support required for duties to be performed under this Agreement.
- (d) Perform other duties mutually agreed upon to carry out this Agreement, provided that expenditures are specified in the line item budget set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (e) Upon request, provide COMM – TAM with reports on program services and expenditures.
- (f) Provide COMM – TAM with a report at the end of the fiscal year showing all expenditures paid out of the DHS – Rural Real-Time Captioning dedicated account; only expenditures approved by the Public Utilities Commission (PUC) and stated in the Interagency Agreement and line item budget (Exhibit A) may be reimbursed from the TAM Fund.

**2.2. COMM – TAM's duties:**

COMM – TAM shall deposit **\$73,762.75** quarterly into the DHS – Rural Real-Time Captioning dedicated account for annual expenses associated with administering accessible live local news programming for people who are deaf, hard of hearing, and deafblind as provided in Section 2.1 of this Agreement.

### **3. Consideration and Payment**

- (a) The total obligation of COMM – TAM for all compensation and reimbursements to DHS – Rural Real-Time Captioning under this agreement will not exceed **\$295,051**, as specified in the line item budget approved by the PUC, set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (b) Payment will be made in four quarterly deposits (July, October, January and April) upon receipt of a Payment Invoice from DHS.
- (c) The funds received under this Agreement shall be deposited by DHS – Rural Real-Time Captioning into a dedicated account.
- (d) All unused funds shall be credited to COMM – TAM at the end of the fiscal year.
- (e) All earnings arising from the dedicated account such as interest, dividends, and any other earnings shall be credited to COMM – TAM on a monthly basis.

### **4. Authorized Representative**

COMM – TAM's Authorized Representative is Rochelle Garrow, TAM Administrator, 85 Seventh Place East, Suite 280, Saint Paul, MN, 55101, 651-539-1878, or her successor.

DHS' Authorized Representative is Amy McQuaid-Swanson, Program Development Supervisor, Deaf and Hard of Hearing Services Division, P.O. Box 64969, Saint Paul, MN, 55164-0969, 651-431-2363, or her successor.

### **5. Amendments**

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

### **6. Liability**

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

### **7. Termination**

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. All unused funds paid to DHS – Rural Real-Time Captioning, as well as all earnings arising from the dedicated account such as interest, dividends, and any other earnings, must be returned to COMM – TAM within forty-five (45) days of the termination date.

### **8. Other Provisions**

#### **8.1. Data Privacy:**

Each party is independently required to comply with the requirements of the Data Practices Act; therefore, both parties agree that neither shall be liable for any violation of any provision of the Data Practices Act directly or indirectly arising out of, resulting from, or in any manner attributable to the actions of the other party.

#### **8.2. State Audits:**

The books, records, documents, and accounting procedures and practices of DHS – Rural Real-Time Captioning relevant to the Agreement shall be subject to examination by the Office of the Legislative Auditor for a minimum of six (6) years.

**8.3. Line Item Budget (Exhibit A):**

The parties understand that the line item budget set forth in Exhibit A is subject to the approval of the Minnesota Public Utilities Commission.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Name: Carla Collins

Signed: Carla Collins

Date: 6/25/19

Contract Number: 160167

PO Number: FY20 PO# 3-12437

**2. DEPARTMENT OF COMMERCE**

Name: Anne O'Connor  
(With delegated Authority)

Signed: Anne O'Connor

Title: Deputy

Date: 6.26.19

**3. DEPARTMENT OF HUMAN SERVICES**

Name: Daniel M. Millikin  
(With delegated Authority)

Signed: Daniel Millikin

Title: Division Director

Date: 6/28/19



EXHIBIT A

DEPARTMENT OF HUMAN SERVICES – RURAL REAL-TIME CAPTIONING

FISCAL YEAR 2020 BUDGET

COMPENSATION & STATE OPERATIONS	
Contract Management (.20 FTE)	\$ 28,000
Statewide & Agency Indirect Costs	\$ 3,153
<b>Total State Operations</b>	<b>\$ 31,153</b>

GRANT CONTRACTS	
Commercial Stations	\$ 218,572
Non-Commercial Stations	\$ 45,326
<b>Total Grant Contracts</b>	<b>\$ 263,898</b>

<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 295,051</b>
-------------------------------	-------------------

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This Agreement is between the Minnesota Department of Commerce – Telecommunications Access Minnesota (COMM – TAM) and the Minnesota Department of Human Services – Telephone Equipment Distribution Program (DHS – TED Program).

**Agreement**

**1. Term of Agreement**

- 1.1 **Effective date:** July 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, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

**2.1 DHS – TED Program's duties for the Telephone Equipment Distribution Program:**

- (a) Purchase telecommunications devices with specifications established by COMM – TAM pursuant to Minnesota Statute sections 237.50-.56.
- (b) Revise manual(s) for DHS – TED Program whenever appropriate. All proposed revisions will be consistent with the Minnesota Statute sections 237.50-.56 and Minnesota Rules Chapter 8775.
- (c) House staff in current DHS – TED Program facilities or in DHS – TED Program approved locations around the state.
- (d) Conduct outreach to persons with communication disabilities and stakeholder groups to publicize the availability of DHS – TED Program services.
- (e) Provide American Sign Language interpreter services to DHS – TED Program staff as needed.
- (f) Provide administrative services, including all management, supervisory, and clerical support required for duties to be performed under this Agreement.
- (g) Perform other duties deemed necessary to carry out this Agreement, provided that expenditures are specified in the line item budget set forth in Exhibit A, which is attached and incorporated into this Agreement. COMM – TAM must approve, in advance of expenditures, any expenditures that were not included in the line item budget.
- (h) Provide COMM – TAM with quarterly reports on services provided the previous quarter by the 15th day of October, January, April, and July.
- (i) Provide COMM – TAM, upon request, with an inventory report of telecommunications devices and auxiliary equipment distributed by the DHS – TED Program.

- (j) Provide COMM – TAM with contact information for a DHS – TED Program client if the client is experiencing a problem with Minnesota Relay services. DHS – TED Program must obtain verbal approval from the DHS – TED Program client authorizing DHS and/or COMM to provide the client's contact information to Minnesota's Telecommunications Relay Services (TRS) vendor(s) and/or subcontractor(s) when necessary to troubleshoot and/or resolve issues with Minnesota Relay services.
- (k) Adhere to the Record Retention Schedule approved by the State Records Disposition Panel.

## **2.2 DHS – TED Program's duties for Minnesota Relay outreach:**

- (a) Provide a comprehensive statewide outreach program to educate all people about, and promote, Minnesota Relay services.
  - (1) Outreach efforts will be tailored to target appropriate demographics, including consumers who are deaf, deafblind, hard of hearing, late deafened, speech disabled, hearing consumers, and businesses.
  - (2) The outreach program will include, but not be limited to, distribution of informational pamphlets, consumer and business training, presentations, exhibitions, meetings with consumer organizations, and other similar forms of consumer contacts.
  - (3) Staff will maintain regular contact with, and provide training to, persons and agencies in a position to assist and refer potential relay users including, but not limited to, Department of Human Services, Department of Human Rights, Department of Health, Department of Veterans Affairs, Department of Education, State Council on Disabilities, State Services for the Blind, Minnesota Board on Aging, Commission of Deaf, DeafBlind and Hard of Hearing Minnesotans, Minnesota WorkForce Center, Minnesota Independent Living Council, Minnesota Telecom Alliance, West Central Telephone Association, emergency services providers, health care providers, medical facilities, social workers, clubs and associations for persons who are deaf or hard of hearing, community action programs, educational facilities serving students with hearing disabilities, rehabilitation services, senior centers, assisted living facilities, libraries, religious organizations, and major employers.
  - (4) Staff will serve as the point of contact for Minnesota consumers who have questions, concerns, complaints, commendations, etc.
    - i. The existing state-owned local (651-602-9005) and toll free (800-657-3775) telephone numbers will be used for general Minnesota Relay outreach contacts.
    - ii. Staff will insure that all complaints and commendations received, verbally and in writing, are documented on a standardized Consumer Contact form, in electronic format.
    - iii. All complaints will be forwarded to the TAM administrator, in electronic format on the Consumer Contact form, within twenty-four (24) hours of receipt.
    - iv. All commendations will be forwarded to the TAM administrator, in electronic

- format on the Consumer Contact form, on a monthly basis.
- (5) Provide COMM – TAM with a contact list of all program and support staff, including staff name, office address, office phone number, wireless phone number (if applicable), fax number, and email address.
  - (6) Provide a secure location (electronic and/or physical) for staff to store confidential Minnesota Relay information.
- (b) Develop an annual outreach plan detailing outreach goals and activities, including possible public relations activities and advertisement opportunities, for the upcoming fiscal year.
- (1) The annual outreach plan will be submitted no later than August 1, or thirty (30) days following execution of this contract, whichever is later.
- (c) Provide COMM – TAM with monthly outreach activity reports.
- (1) The outreach activity report will be provided in an electronic format acceptable to COMM – TAM.
  - (2) Reports will contain the name and address of each outreach activity location, contact name, contact phone number, email address (if available), type of presentation or outreach activity, number of participants and any additional information requested by COMM – TAM.
  - (3) The outreach activity report will be submitted no later than the fifteenth (15<sup>th</sup>) day of the month following the reporting month.
- (d) Attend consumer social events (deaf, deafblind, hard of hearing, late deafened, and speech disabled), with the expressed purpose of soliciting consumer feedback, answering questions, and providing information on Minnesota Relay services. Social event outreach will be limited to **no more than one (1) event** per region, per month.
- (e) Attend a minimum of one (1) Deaf and Hard of Hearing Services Division Advisory Committee meeting per region, per year.
- (f) Receive approval from COMM – TAM for any Minnesota Relay specific outreach activity for which there is an incurred cost (e.g. booths, conventions, conferences, overnight travel, social events, training, equipment, etc.).
- (1) Approval is not necessary for in-state travel with no overnight stay, within staff's regional service area.
  - (2) If approved by COMM – TAM, these expenses will be paid directly by COMM – TAM (not invoiced by DHS –TED Program and reimbursed by COMM – TAM).

### **2.3 COMM – TAM's duties:**

- (a) Reimburse DHS – TED Program for monthly expenses for administering the DHS – TED Program as provided in Section 2.1 of this Agreement in accordance with the line item budget set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (b) Provide Minnesota's TRS vendor(s) and subcontractor(s) with a DHS – TED Program client's contact information when necessary to troubleshoot and/or resolve issues with Minnesota Relay services, if requested to do so by DHS – TED Program. DHS – TED Program must first obtain verbal approval from the DHS – TED Program client authorizing DHS and/or COMM to provide the client's contact information to

Minnesota's TRS vendor(s) and/or subcontractor(s).

- (c) Review the annual Minnesota Relay outreach plan prepared by DHS – TED Program and make revisions as necessary.
- (d) Develop all Minnesota Relay advertising and public relations materials.
- (e) Provide DHS – TED Program with the following materials and equipment specific for Minnesota Relay outreach use (if available and at COMM – TAM's discretion):
  - brochures
  - instructional sheets
  - forms (electronic format)
  - report templates (electronic format)
  - letterhead and envelopes
  - promotional items (e.g. book marks, jar openers, magnifiers, etc.)
  - outreach packets
  - table covers
  - exhibit displays
  - signage
  - videos
  - PowerPoint presentations
- (f) Pay directly for any Minnesota Relay specific outreach costs for which DHS – TED Program sought and received prior approval for from COMM – TAM.

### **3. Consideration and Payment**

#### **3.1 Consideration:**

- (a) Payment in exchange for services rendered will be in accordance with the line item budget set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (b) The funds received under this Agreement will be deposited by DHS – TED Program in a dedicated account.
- (c) COMM – TAM's obligation to DHS – TED Program under this Agreement will not exceed **\$1,545,640** for all compensation and reimbursements.
- (d) DHS – TED Program will provide COMM – TAM, by the fifteenth (15<sup>th</sup>) of every month, an itemized invoice of all receipts and disbursements related to this Agreement. The billing will be equal to the cost of service and materials on the invoice. The cost of labor billed to COMM – TAM will equal the sum of the person's wages plus fringe benefits, actual FICA, MSRS, and insurance as shown on the Labor Distribution by EBF report.
  - (1) COMM – TAM will reimburse DHS – TED Program for all expenditures relating to travel of program staff, training for program staff, expenses related to equipment distribution and storage, and instructing program participants on use of specialized equipment as approved by COMM – TAM and specified in the line item budget (Exhibit A).

- (2) DHS – TED Program will maintain copies of invoices for all disbursements and have them available at any time for auditing purposes.
- (e) DHS – TED Program must submit final invoice(s) for the fiscal year to COMM – TAM at least five (5) business days prior to the hard close of the fiscal year (the date for the hard close of the fiscal year is established by Minnesota Management and Budget). Any expenditures not properly invoiced by DHS – TED Program and submitted to COMM – TAM at least five (5) business days prior to the hard close of the fiscal year in which the expense was incurred will not be reimbursed by COMM – TAM.
- (f) COMM – TAM will not reimburse DHS – TED Program for late fees incurred due to DHS' untimely payment of invoices.
- (g) Funds for expenditures specified in the line item budget (Exhibit A) may not be moved from one line item to another unless in accordance with the requirements listed below.
- (1) Total annual transfers of less than ten (10) percent and of less than \$10,000 between line items:  
Total annual transfers of less than ten (10) percent of the amount in a line item to or from which funds are being transferred and of less than \$10,000, are permitted without the prior approval of COMM – TAM's Authorized Representative. DHS – TED Program must inform COMM – TAM's Authorized Representative of any transfers within ten (10) business days of the change.
- (2) Total annual transfers of ten (10) percent or more, or of \$10,000 and above, between line items :
- i. DHS – TED Program must obtain approval from COMM – TAM's Authorized Representative, **in advance of line item expenditure overage**, for total annual transfers of ten (10) percent or more, or of \$10,000 or more, of the amount in a line item to or from which funds are being transferred. Transfers not approved by COMM – TAM prior to the close of the fiscal year (June 30) will not be allowed.
- ii. For line item transfers of ten (10) percent or more of the amount in a line item to or from which funds are being transferred, COMM-TAM may refer approval to the Public Utilities Commission (PUC) to review for reasonableness. Transfers not approved by the PUC prior to the close of the fiscal year (June 30) will not be allowed.
- (3) If the sum total of all line item transfers exceeds \$10,000, then this Agreement must be amended before June 30<sup>th</sup> of the Agreement's expiration year.
- (h) All earnings arising from the dedicated account such as interest, dividends, and any other earnings will be credited to COMM – TAM on a monthly basis.

### **3.2 Terms of Payment:**

Payment will be made by COMM – TAM within 10 (ten) business days after DHS – TED Program has submitted correct and complete invoices for services performed.

**4. Conditions of Payment**

All services provided by DHS – TED Program under this Agreement must be performed to COMM – TAM's satisfaction, as determined at the sole discretion of COMM – TAM's Authorized Representative.

**5. Authorized Representative**

COMM – TAM's Authorized Representative is Rochelle Garrow, TAM Administrator, 85 Seventh Place East, Suite 280, Saint Paul, MN, 55101, 651-539-1878, or her successor.

DHS – TED Program's Authorized Representative is Sarah Maheswaran, TED Program Administrator, 444 Lafayette Road North, Saint Paul, MN, 55155-3814, 651-431-5962, 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**

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

8.2 If this agreement is terminated, DHS – TED Program will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. All unearned funds paid to DHS – TED Program, as well as all earnings arising from the dedicated account such as interest, dividends, and any other earnings, must be returned to COMM – TAM within forty-five (45) days of the termination date. The return of surplus property and/or interest remaining upon the termination will be determined by COMM – TAM after negotiation with DHS – TED Program. COMM – TAM will then submit a written request to DHS – TED Program listing all property and funds to be returned to COMM – TAM, and DHS – TED Program will return all property and funds as demanded by COMM – TAM.

**9. Publicity**

Any publicity regarding the subject matter of this Agreement must identify COMM – TAM as the sponsoring agency and must not be released without prior approval from COMM – TAM's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for DHS – TED Program individually or jointly with others, or any subcontractors, with respect to the program, publications, or services

provided resulting from this Agreement.

## **10. Other Provisions**

### **10.1 Data Privacy:**

Each party is independently required to comply with the requirements of the Data Practices Act; therefore, both parties agree that neither will be liable for any violation of any provision of the Data Practices Act directly or indirectly arising out of, resulting from, or in any manner attributable to the actions of the other party.

### **10.2 State Audits:**

The books, records, documents, and accounting procedures and practices of DHS – TED Program relevant to the Agreement will be subject to examination by the Office of the Legislative Auditor for a minimum of six (6) years.

### **10.3 Line Item Budget (Exhibit A):**

The parties understand that the line item budget set forth in Exhibit A is subject to the approval of the Minnesota Public Utilities Commission.



**1. STATE ENCUMBRANCE VERIFICATION**

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

Name: Carla Collins

Signed: Carla Collins

Date: 6/25/19

Contract Number: 160170

PO Number: FY20 PO# 3-12438

**2. DEPARTMENT OF COMMERCE**

Name: Anne O'Connor  
(With delegated Authority)

Signed: Anne O'Connor

Title: Deputy

Date: 6.26.19

**3. DEPARTMENT OF HUMAN SERVICES**

Name: Daniel Millikin  
(With delegated Authority)

Signed: Daniel Millikin

Title: Division Director

Date: 6/28/19

## EXHIBIT A

**DEPARTMENT OF HUMAN SERVICES – TED PROGRAM  
FISCAL YEAR 2020 BUDGET**

<b>TOTAL COMPENSATION</b>	
Division Director	\$ 38,500
Program Coordinator	\$ 121,000
Assistant Coordinator	\$ 99,500
Program Specialists	\$ 613,500
Clerical Support (Central Office)	\$ 56,000
Program Support	\$ 29,000
Management Analyst (Central Office)	\$ 19,500
Communication Coordinator (Central Office)	\$ 21,500
Information & Referral Specialists	\$ 46,000
Achievement Awards	\$ 2,000
<b>Total Salaries and Fringe</b>	<b>\$ 1,046,500</b>
<b>STATE OPERATIONS</b>	
Space Rental and Utilities (41100)	\$ 32,200
Outreach Booths (411006)	\$ 4,000
Printing & Advertising (41110)	\$ 40,000
Outside Vendor (411325)	\$ 5,000
Postal Mailing-Shipping Service (411551)	\$ 15,000
Wireless Communications (411554)	\$ 21,500
Travel: In State (41160)	\$ 26,500
Travel: Out-of-State (41170)	\$ 2,000
Employee Development (41180)	\$ 4,300
Supplies for Staff (41300)	\$ 4,100
Supplies - Equipment Distributed (41300)	\$ 181,000
Computer Related Parts and Supplies (413002)	\$ 1,000
Equipment Rental (414004)	\$ 4,825
Repair to Equipment & Furniture (41500)	\$ 7,200
Agency & Statewide Indirect Costs (42000 & 42010)	\$ 140,515
Other Operating Costs (43000)	\$ 8,500
Computer Peripheral (471603)	\$ 1,500
<b>Total State Operations</b>	<b>\$ 499,140</b>
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 1,545,640</b>

P&amp;C

**AMENDMENT NO. 1 TO INTERAGENCY AGREEMENT NUMBER 160170**

Agreement Start Date:	<u>July 1, 2019</u>	Total Agreement Amount:	<u>\$1,545,640.00</u>
Original Expiration Date:	<u>June 30, 2020</u>	Original Agreement:	<u>\$1,545,640.00</u>
Current Expiration Date:	<u>NA</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Expiration Date:	<u>NA</u>	This Amendment:	<u>\$0.00</u>

This Amendment is by and between the Minnesota Department of Commerce – Telecommunications Access Minnesota (COMM-TAM) and the Minnesota Department of Human Services – Telephone Equipment Distribution Program (DHS-TED Program).

**Recitals**

1. COMM – TAM has an interagency agreement with DHS – TED Program identified as SWIFT Number 160170 ("Original Agreement") to distribute telecommunications devices to eligible persons with communication disabilities and to provide Minnesota Relay outreach services.
2. DHS – TED Program has requested changes to the FY 2020 approved line item budget.
3. COMM – TAM and DHS – TED Program are willing to amend the Original Agreement as stated below.

**Agreement Amendment**

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

**REVISION 1.** Clause 2.1(g) under "DHS – TED Program's duties for the Telephone Equipment Distribution Program" is amended as follows:

***2.1 DHS – TED Program's duties for the Telephone Equipment Distribution Program:***

- (g) Perform other duties deemed necessary to carry out this Agreement, provided that expenditures are specified in the line item budget set forth in Revised Exhibit A, which is attached and incorporated into this Agreement. COMM – TAM must approve, in advance of expenditures, any expenditures that were not included in the line item budget.

**REVISION 2.** Clause 2.3(a) under "COMM – TAM's duties" is amended as follows:

***2.3 COMM – TAM's duties:***

- (a) Reimburse DHS – TED Program for monthly expenses for administering the DHS – TED Program as provided in Section 2.1 of this Agreement in accordance with the line item budget set forth in Revised Exhibit A, which is attached and incorporated into this Agreement.

**REVISION 3.** Clause 3.1 "**Consideration**" is amended as follows:

**3.1 Consideration:**

- (a) Payment in exchange for services rendered will be in accordance with the line item budget set forth in Revised Exhibit A, which is attached and incorporated into this Agreement.
- (b) The funds received under this Agreement will be deposited by DHS – TED Program in a dedicated account.
- (c) COMM – TAM's obligation to DHS – TED Program under this Agreement will not exceed **\$1,545,640** for all compensation and reimbursements.
- (d) DHS – TED Program will provide COMM – TAM, by the fifteenth (15<sup>th</sup>) of every month, an itemized invoice of all receipts and disbursements related to this Agreement. The billing will be equal to the cost of service and materials on the invoice. The cost of labor billed to COMM – TAM will equal the sum of the person's wages plus fringe benefits, actual FICA, MSRS, and insurance as shown on the Labor Distribution by EBFD report.
  - (1) COMM – TAM will reimburse DHS – TED Program for all expenditures relating to travel of program staff, training for program staff, expenses related to equipment distribution and storage, and instructing program participants on use of specialized equipment as approved by COMM – TAM and specified in the line item budget (Revised Exhibit A).
  - (2) DHS – TED Program will maintain copies of invoices for all disbursements and have them available at any time for auditing purposes.
- (e) DHS – TED Program must submit final invoice(s) for the fiscal year to COMM – TAM at least five (5) business days prior to the hard close of the fiscal year (the date for the hard close of the fiscal year is established by Minnesota Management and Budget). Any expenditures not properly invoiced by DHS – TED Program and submitted to COMM – TAM at least five (5) business days prior to the hard close of the fiscal year in which the expense was incurred will not be reimbursed by COMM – TAM.
- (f) COMM – TAM will not reimburse DHS – TED Program for late fees incurred due to DHS' untimely payment of invoices.
- (g) Funds for expenditures specified in the line item budget (Revised Exhibit A) may not be moved from one line item to another unless in accordance with the requirements listed below.
  - (1) Total annual transfers of less than ten (10) percent of the amount in a line item to or from which funds are being transferred and of less than \$10,000, are permitted without the prior approval of COMM – TAM's Authorized Representative. DHS – TED Program must inform COMM – TAM's Authorized Representative of any transfers within ten (10) business days of the change.
  - (2) Total annual transfers of ten (10) percent or more, or of \$10,000 and above, between line items:
    - i. DHS – TED Program must obtain approval from COMM – TAM's Authorized Representative, **in advance of line item expenditure overage**, for total annual transfers of ten (10) percent or more, or of \$10,000 or more, of the amount in a line item to or from which funds are being transferred. Transfers not approved by COMM – TAM prior to the close of the fiscal year (June 30) will not be allowed.
    - ii. For line item transfers of ten (10) percent or more of the amount in a line item to or from which funds are being transferred, COMM-TAM may refer approval to the Public Utilities Commission (PUC) to review for reasonableness. Transfers not approved by the PUC prior to the close of the fiscal year (June 30) will not be allowed.
  - (3) If the sum total of all line item transfers exceeds \$10,000, then this Agreement must be amended before June 30<sup>th</sup> of the Agreement's expiration year.
- (h) All earnings arising from the dedicated account such as interest, dividends, and any other earnings will be credited to COMM – TAM on a monthly basis.

REVISION 4. Clause 10.3 "Line Item Budget (Exhibit A)" is amended as follows:

**10.3 Line Item Budget (Revised Exhibit A):**

The parties understand that the line item budget set forth in Revised Exhibit A is subject to the approval of the Minnesota Public Utilities Commission.

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

*OK*

**1. STATE ENCUMBRANCE VERIFICATION**

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

Name: CARLA COLLINS  
Signed: DocuSigned by:  
*Carla Collins*  
0EAAB561D3244F4...  
Date: 5/7/2020  
Contract Number: SC# 160170  
PO Number: FY20 PO# 3-12438

**2. DEPARTMENT OF COMMERCE**

Name: Anne O'Connor  
(With delegated Authority)  
Signed: DocuSigned by:  
*Anne O'Connor*  
935B9A71A2CB448...  
Title: Deputy Commissioner  
Date: 5/7/2020

**3. DEPARTMENT OF HUMAN SERVICES**

Name: Daniel Millikin  
(With delegated Authority)  
Signed: DocuSigned by:  
*Daniel Millikin*  
EB7BD3822159417...  
Title: Division Director  
Date: 5/8/2020

REVISED EXHIBIT A

**DEPARTMENT OF HUMAN SERVICES – TED PROGRAM  
FISCAL YEAR 2020 BUDGET**

<b>TOTAL COMPENSATION</b>	
Division Director	\$38,500
Program Coordinator	\$121,000
Assistant Coordinator	\$99,500
Program Specialists	<del>\$613,500</del> <u>\$603,500</u>
Clerical Support (Central Office)	\$56,000
Program Support	<del>\$29,000</del> <u>\$26,000</u>
Management Analyst (Central Office)	\$19,500
Communication Coordinator (Central Office)	<del>\$21,500</del> <u>\$24,500</u>
Information & Referral Specialists	\$46,000
Achievement Awards	\$2,000
<b>Total Salaries and Fringe</b>	<b>\$1,046,500</b>

<b>STATE OPERATIONS</b>	
Space Rental and Utilities (41100)	\$32,200
Outreach Booths (411006)	\$4,000
Printing & Advertising (41110)	\$40,000
Outside Vendor (411325)	\$5,000
Postal Mailing-Shipping Service (411551)	\$15,000
Wireless Communications (411554)	\$21,500
Travel: In State (41160)	<del>\$26,500</del> <u>\$29,100</u>
Travel: Out-of-State (41170)	\$2,000
Employee Development (41180)	\$4,300
Supplies for Staff (41300)	\$4,100
Supplies - Equipment Distributed (41300)	\$181,000
Computer Related Parts and Supplies (413002)	\$1,000
Equipment Rental (414004)	\$4,825
Repair to Equipment & Furniture (41500)	\$7,200
Agency & Statewide Indirect Costs (42000 & 42010)	<del>\$140,515</del> <u>\$137,915</u>
Other Operating Costs (43000)	<del>\$8,500</del> <u>\$18,500</u>
Computer Peripheral (471603)	\$1,500
<b>Total State Operations</b>	<b>\$499,140</b>
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$1,545,640</b>



## STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is by and between the OFFICE OF THE GOVERNOR and the DEPARTMENT OF COMMERCE (agency).

### Services

The OFFICE OF THE GOVERNOR agrees to provide:

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

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

### Term of Agreement

*Effective date:* July 01, 2019

*Expiration date:* June 30, 2020

### Consideration and Payment

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

The total obligation for the agency is \$88,000.00 for the fiscal year ending June 30, 2020. Fiscal year payment should be processed by July 15, 2019. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

### Conditions of Payment

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

### Authorized Representative

The Office of the Governor's Authorized Representative is Amanda Simpson, Chief Operating Officer. The agency's Authorized Representative is the Commissioner.

### Amendments

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

### Liability

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

### Termination

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

### AUTHORIZED SIGNATURES

#### Agency Signature

By: Ahmed Amour

Title: Deputy

Date: 6.26.19

#### Office of the Governor Signature

By: ALS

Title: COO

Date: 6/14/19



20CONT13

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between Minnesota Management and Budget (MMB), Enterprise Talent Development (ETD), 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155 and the Minnesota Department of Commerce (Commerce), 85 Seventh Place East, Suite 280, Saint Paul, MN 55101.

### Agreement

#### 1 Term of Agreement

- 1.1 *Effective date:* Upon execution, the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 *Expiration date:* June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Scope of Work

MMB's Enterprise Talent Development division (ETD) will subcontract with edChunk, Inc., (Contractor) to provide services to the Minnesota Department of Commerce (Commerce). The Contractor shall work with Commerce to develop and deliver training and communication materials for Commerce's eHeat Next Generation software application. The title of the training is "eHEAT next Generation Release One Training". Contractor shall ensure that the duration of each in classroom training session will be 2-full-days in length. Contractor shall ensure that all training materials and training sessions cover how to use the new Energy Assistance Program (EAP) software (eHEAT Next Generation) for each audience, which consists of, but may not be limited to, the current service provider network, energy vendors, and Commerce staff. Contractor shall ensure that all content and materials provided meet the State's accessibility requirements, and thus they must be Section 508 and Web Content Accessibility guidelines (WCAG) 2.0 Compliant. The Contractor shall use the Analyze, Design, Develop/Produce, Implement, and Evaluate (ADDIE) instructional design methodology for this project.

#### Deliverables

The Contractor's duties include, but are not limited to, delivery of the services and materials identified below:

##### 2.1 Analyze

- 2.1.1 Collaborate with Commerce's Subject Matter Experts (SMEs) to determine approach for the following phases:
- A. Define key messages.
  - B. Develop learning objectives for each audience based upon their access and roles within the system.
  - C. Develop goals for the project.
  - D. Develop a Task Inventory.
  - E. Develop training deliverables.
- 2.1.2 The Contractor must obtain and receive final approval from Commerce on all content and materials developed for each deliverable.

##### 2.2 Design

- 2.2.1 Contractor's duty to design a curriculum includes, but may not be limited to, designing the following items in accordance with the determinations made in the analysis phase:
- A. Collaborate with Commerce to determine the best media for each learning objective and each audience, this may include, but may not be limited to: classroom training, participant guides, HTML user guides, online training, web conferences, videos, screen level help, FAQs, etc.
  - B. Develop content based on learning objectives for each audience.
    - 1. Give to Commerce for review and approval.
    - 2. Make any necessary changes, as per Commerce.
    - 3. Give to Commerce for final review and approval.
  - C. Upon Commerce's request, develop web conference materials.
    - 1. Give to Commerce for review and approval.
    - 2. Make any necessary changes, as per Commerce.
    - 3. Materials must meet the State's accessibility requirements before final review and approval can be provided.
    - 4. Give to Commerce for final review and approval.
  - D. Develop a prototype of the instructor guide.

20CONT13

1. Give prototype to Commerce to review and approve.
  2. Make any necessary changes, as per Commerce.
  3. Materials must meet the State's accessibility requirements before final review and approval can be provided.
  4. Give to Commerce for final review and approval. Upon final approval by Commerce of the prototype it will become the final product.
- E. Develop a prototype of the participant guide.
1. Give prototype to Commerce to review and approve.
  2. Make any necessary changes, as per Commerce.
  3. Materials must meet the State's accessibility requirements before final review and approval can be provided.
  4. Give to Commerce for final review and approval. Upon final approval by Commerce of the prototype it will become the final product.
- F. User guides.
1. Collaborate with Commerce to determine if user guides are to be developed and the number needed (if applicable). If it is determined that user guides are needed, then:
    - i. Develop a prototype of each user guide in HTML5.
    - ii. Give each prototype to Commerce to review and approve.
    - iii. Materials must meet the State's accessibility requirements before final review and approval can be provided.
    - iv. Give each prototype to Commerce for final review and approval. Upon final approval by Commerce of each prototype, the prototypes will become the final product.
- G. Collaborate with Commerce's SMEs to develop a production schedule of the deliverables. The Contractor must obtain and receive final approval from Commerce of the production schedule.

## 2.3 Develop

- 2.3.1 Produce all training materials according to production schedule. Training materials include, but may not be limited to: instructor guide, PowerPoints, and participant materials. The Contractor must obtain and receive final approval from Commerce for all training materials provided, and all training materials must meet the State's accessibility requirements.
- 2.3.2 Provide an instructor/facilitator to rehearse the 2-full-day classroom training at Commerce, 85 Seventh Place East, Suite 280, Saint Paul, MN 55101. (In unforeseen circumstance, the location may be subject to change.)
- A. Make any necessary changes, as per Commerce.
- 2.3.3 Provide an instructor/facilitator to deliver one Train the Trainer session to Commerce SMEs at Commerce, 85 Seventh Place East, Suite 280, Saint Paul, MN 55101. (In unforeseen circumstances, the location may be subject to change.)
- 2.3.4 Record one live classroom training session.
- A. Provide accessible videos of classroom training session with closed captioning.
- B. Videos are to be hosted on Commerce's eHEAT Next Generation website. Commerce staff and service provider staff are to access via the eHEAT Next Generation login.

## 2.4 Implementation

- 2.4.1 If not already completed, produce a final version of each piece of training material required by Commerce. The Contractor must obtain and receive final approval from Commerce for all training materials provided, and all training materials must meet the State's accessibility requirements.
- 2.4.2 Provide an instructor/facilitator to deliver classroom training, if required by Commerce.
- A. Number of training sessions is to be determined, approximately 3 to 6 sessions are anticipated.
- B. Of the 3 to 6 anticipated sessions, 2 to 4 of the sessions may be held in a location outside of the Metro Area.
- 2.4.3 Provide an instructor/facilitator to deliver Train the Trainer sessions to service provider staff, if required by Commerce.
- 2.4.4 Provide a facilitator to deliver web conferences via WebEx, if required by Commerce.

## 2.5 Evaluate

- 2.5.1 Collaborate with Commerce SMEs to assess the success of training and change management efforts.

20CONT13

Commerce will review each deliverable from the Contractor, and the Contractor will revise the deliverables as required by Commerce. The Contractor's time and service for revisions is included.

Any feature or functionality approved by Commerce that is later determined to be considered non-compliant may incur additional costs and may require an amendment in order for the Contractor to provide the necessary revisions to ensure compliance with State accessibility requirements.

All source code, documents, and files will be the property of the State of Minnesota and given to Commerce upon completion of this project.

### 3 Consideration and Payment

ETD will invoice no more than monthly, upon completion of services and materials actually provided, and as per the breakdown of costs listed in Tables 1 and 2 below. Invoices are sent directly from SWIFT to [accounts payable.commerce@state.mn.us](mailto:accounts payable.commerce@state.mn.us). Commerce is to pay within 30 days of receipt of each invoice.

Table 1: Breakdown of Costs

Deliverables	Cost	ETD Admin Fee (18%)
<i>Analyze</i>	\$80.00/hour	\$14.40/hour
In collaboration with Commerce's SMEs, determined the approach for the following phases: Define key messages. Develop learning objectives for each audience based upon their access and roles within the system. Develop goals for the project. Develop a Task Inventory. Develop training deliverables.		
<i>Design</i>		
In collaboration with Commerce, determined the best media for each learning objective and each audience, this may include, but may not be limited to: ✓ Classroom training ✓ Participant guides ✓ HTML user guides ✓ Online training ✓ Web conferences ✓ Videos ✓ Screen level help ✓ FAQs ✓ Other deliverables requested by Commerce		
Developed content based on learning objectives for each audience.		
Developed web conference materials (upon Commerce's request) that meets the State's accessibility requirements.		
Developed a prototype of the instructor guide.		
Provided a finalized instructor guide that meets the State's accessibility requirements.		
Developed a prototype of the participant guide.		
Provided a finalized participant guide that meets the State's accessibility requirements.		
In collaboration with Commerce, determined if user guides are to be developed and the number needed (if applicable).		
Developed a prototype of each user guide in HTML5 (upon Commerce's request).		
Provided finalized user guides (upon Commerce's request) in HTML that meets the State's accessibility requirements.		
In collaboration with Commerce, developed a production schedule of the deliverables.		
<i>Develop</i>		
Produced all training materials according to production schedule. Training materials include, but may not be limited to: ✓ Instructor guide ✓ PowerPoints		

Page 3 of 5

20CONT13

Deliverables	Cost	ETD Admin Fee (18%)
✓ Participant materials		
Delivered a rehearsal of the 2-full-day classroom training.		
Delivered one 2-full-day Train the Trainer session to Commerce SMEs.		
Recorded and provided one live classroom training session that meets the State's accessibility requirements.		
<i>Implementation</i>		
Delivered a final version of each piece of training material required by Commerce that meets the State's accessibility requirements (if not already completed).		
Delivered up to 6 sessions of the 2-full-day classroom training, if required by Commerce. – Up to 4 of the 6 sessions may be held outside the Metro Area.		
Delivered the 2-full-day Train the Trainer sessions to service provider staff, if required by Commerce.		
Delivered web conferences via WebEx, if required by Commerce, that meets the State's accessibility requirements.		
<i>Evaluate</i>		
In collaboration with Commerce, assessed the success of training and change management efforts.		
<b>TOTAL HOURS</b> (amount of services and materials actually provided, not to exceed)		840 hours
<b>TOTAL COST</b> (amount of deliverable services and materials actually provided, includes ETD admin fee, not to exceed)		\$79,296.00

Table 2: Breakdown of Travel Expenses

Travel Expense	Cost (includes taxes/fees/gratuity)	Quantity	Subtotal (not to exceed)
Hotel	Up to \$150.00/night	Up to 12 nights (up to 3 nights per session)	\$1,800.00
Mileage – Up to 700 miles per roundtrip – must be the most direct route between 2 locations	\$0.575/mile	Up to 4 roundtrips	\$1,610.00
Parking (if applicable)	Up to \$20.00/day	Up to 8 days (up to 2 days per session)	\$160.00
Meals – breakfast, lunch, dinner	Up to \$36.00/day	Up to 12 days (up to 3 days per session)	\$432.00
<b>TOTAL</b> (amount of travel expenses, not to exceed)			\$4,002.00

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

The total obligation of Commerce for all compensation and reimbursements to ETD under this agreement will not exceed \$83,298.00.

#### 4 Conditions of Payment

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

#### 5 Authorized Representative

ETD's Authorized Representative is George Wellock, Business and Operations Manager, 10 River Park Plaza, Suite G35, Saint Paul, MN 55107, (651) 558-6671, [george.wellock@state.mn.us](mailto:george.wellock@state.mn.us) or their successor.

Commerce's Authorized Representative is Anne O'Connor, Deputy Commissioner, 85 Seventh Place East, Suite 280, Saint Paul, MN 55101, (651) 539-1442, [anne.ocomor@state.mn.us](mailto:anne.ocomor@state.mn.us) or their successor.

#### 6 State Audit

The books, records, documents, and accounting practices and procedures relevant to this agreement, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

20CONT13

**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. In this event, ETD shall be entitled to payment, determined on a pro rata basis, for work and/or services satisfactorily performed.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Carla Collins  
(Please sign name on line above)

Carla Collins  
(Please print name on line above)

Date: 2/19/20  
SC# 172908 / PY20 PO# 3-13095

**2. MINNESOTA DEPARTMENT OF COMMERCE**

By: Anne O'Connor  
(With delegated authority - Please sign name on line above)

Anne O'Connor  
(Please print name on line above)

Title: Deputy  
Date: 2-24-2020

**3. MINNESOTA MANAGEMENT AND BUDGET**

By: George Wellock  
(With delegated authority - Please sign name on line above)

George Wellock  
(Please print name on line above)

Title: Acting Director ETD  
Date: 2/24/2020

**4. MINNESOTA MANAGEMENT AND BUDGET**

By: Paul Moore  
(With delegated authority - Please sign name on line above)

Paul Moore  
(Please print name on line above)

Title: CFO  
Date: 02-25-2020

Department of Commerce  
 FY 2020 Transfers  
 October 15, 2020

TRANSFER FROM					TRANSFER TO					DESCRIPTION	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
Commerce	Misc Special Revenue	B131200	Ins Exam Rev Fund	(791,232)	Commerce	General Fund	B131201	Ins Exam Excess Bal	791,232	Statute requires funds in the Insurance Exam Revolving Fund to cancel to the General Fund at the end of the FY	MS 60A.03 Subd. 6(7)
Commerce	Misc Special Revenue	B133100	Telephone Investigation	(1,104,554)	Commerce	General Fund	B133101	Tel Assessment Deposits	1,104,554	Statute requires funds in the telecom assessment account to cancel to the GF at the end of the FY	MS 237.30
Commerce	Misc Special Revenue	B134200	Auto Theft Prevention	(1,300,000)	Commerce	Misc Special Revenue	B134100	Insurance Fraud Prevention	1,300,000	Statute requires that \$1.3M be transferred from the Auto Theft Prevention account to the Insurance Fraud Prevention account each fiscal year.	MS 297I.11, subd. 2
Commerce	General Fund	B132000	Energy Resources	(17,600)	Governor's Office	Other Misc Spec Revenue	G391300	Governor's Office Spec Rev	17,600	The Governor's office provides policy, communications, diversity and inclusion, constituent services, and legal support to state agencies.	MS 471.59
Commerce	General Fund	B134000	Enforcement	(17,600)	Governor's Office	Other Misc Spec Revenue	G391300	Governor's Office Spec Rev	17,600	The Governor's office provides policy, communications, diversity and inclusion, constituent services, and legal support to state agencies.	MS 471.59
Commerce	Misc Special Revenue	B131004	Financial Institutions	(22,000)	Governor's Office	Other Misc Spec Revenue	G391300	Governor's Office Spec Rev	22,000	The Governor's office provides policy, communications, diversity and inclusion, constituent services, and legal support to state agencies.	MS 471.59
Commerce	General Fund	B136000	Insurance	(22,000)	Governor's Office	Other Misc Spec Revenue	G391300	Governor's Office Spec Rev	22,000	The Governor's office provides policy, communications, diversity and inclusion, constituent services, and legal support to state agencies.	MS 471.59
Commerce	General Fund	B133000	Telecommunications	(8,800)	Governor's Office	Other Misc Spec Revenue	G391300	Governor's Office Spec Rev	8,800	The Governor's office provides policy, communications, diversity and inclusion, constituent services, and legal support to state agencies.	MS 471.59
Commerce	Misc Special Revenue	B133200	Telecommunications Access Minnesota (TAM)	(1,620,000)	Human Services	Other Misc Spec Revenue	H551663	15 MCDHH Supplemental Funding	1,620,000	Session law requires the Telecommunications Access Minnesota account to transfer funds to the Commission on Deaf, Deaf Blind, and Hard-of-Hearing Minnesotans	Laws of 2019, 1st SS, Chap 7, Art 1, Sect 6, Subd 4
Commerce	Misc Special Revenue	B133200	Telecommunications Access Minnesota (TAM)	(100,000)	Leg Coord Comm	Misc Special Revenue	L103CPP	Legislative Captioning Project	100,000	Session law requires the Telecommunications Access Minnesota account to transfer funds to the LCC for captioning of Legislative coverage.	Laws of 2019, 1st SS, Chap 7, Art 1, Sect 6, Subd 4

Commerce	Misc Special Revenue	B133200	Telecommunications Access Minnesota (TAM)	(290,000)	MN.IT	Misc Special Revenue	G466004	Telecomm Access MN	290,000	Session law requires the Telecommunications Access Minnesota account to transfer funds to MN.IT for coordinating technology accessibility and usability.	Laws of 2019, 1st SS, Chap 7, Art 1, Sect 6, Subd 4
Commerce	Misc Special Revenue	B133200	Telecommunications Access Minnesota (TAM)	(50,000)	MN.IT	Misc Special Revenue	G466017	Telecomm Access MN Grants	50,000	Session law requires the Telecommunications Access Minnesota account to transfer funds to MN.IT to provide grants to other state agencies related to accessibility of their web-based services.	Laws of 2019, 1st SS, Chap 7, Art 1, Sect 6, Subd 4
Commerce	Petrofund	B135206	Petro Fund-Fund Level Transfer	(5,264,000)	PCA	Remediation Fund	R32TF01	Rem Fund - Fund Level Transfer	5,264,000	The Petrofund transfers money to PCA to off-set appropriations from the Remediation fund.	Laws 2019, 1st SS, Art 1, Sec 2
Commerce	Petrofund	B135202	Petro Transfer to PCA	(4,046,101)	PCA	Remediation Fund	R32G108	Petroleum Remediation Cleanup	4,046,101	The Petrofund board has the ability to pay the MPCA to investigate and clean up contamination from leaking petroleum storage tanks when a responsible person cannot be identified or the responsible person is unwilling or unable to do the work. Minn. Stat. §115C.08, subd. 4 allows the MPCA to use Petrofund dollars to pay for these 'fund-financed' projects. The Petrofund Board approves the use of funds at the beginning of each fiscal year.	MS 115C.10, subd 1
PCA	Remediation Fund	R32G108	Petroleum Remediation Cleanup	(736,767)	Commerce	Petrofund	B135202	Petro Transfer to PCA	736,767	The Petrofund board has the ability to pay the MPCA to investigate and clean up contamination from leaking petroleum storage tanks when a responsible person cannot be identified or the responsible person is unwilling or unable to do the work. Minn. Stat. §115C.08, subd. 4 allows the MPCA to use Petrofund dollars to pay for these 'fund-financed' projects. The Petrofund Board approves the use of funds at the beginning of each fiscal year.	MS 115C.10, subd 1
Revenue	Misc Special Revenue	G906002	Liquefied Petro Gas Fee	(535,487)	Commerce	Misc Special Revenue	B132501	Residential Propane	535,487	The Department of Revenue collects the liquefied petroleum gas fee from terminal operators located in Minnesota from which liquefied petroleum gas is dispensed and from any person in Minnesota receiving liquefied petroleum gas from a source outside of Minnesota. The funds are then transferred to Commerce.	MS 239.785, subd 6

Revenue	Misc Special Revenue	G906003	Petroleum Inspection Fees	(3,496,150)	Commerce	Misc Special Revenue	B135100	Petroleum Inspection	3,496,150	The Department of Revenue collects the Petroleum Inspection Fee on petroleum products when received from the first licensed distributor and on petroleum products not received from a licensed distributor. The fee is \$1 for every 1,000 gallons received. Revenue collect the fee and transfers the proceeds to Commerce.	MS 239.101, subd 3
---------	----------------------	---------	---------------------------	-------------	----------	----------------------	---------	----------------------	-----------	--	--------------------





Vendor Name: Minnesota Department of Commerce		Vendor Number: B130000000		Vendor Location Code:	
Vendor Address: 85 East 7 <sup>th</sup> Place, Suite 500, Saint Paul, MN 55101		Federal Employer I.D.:			
Requestor's Name/Employee ID#: (required by SWIFT) Tom Major / 01024885		Targeted TG/ED/VO Vendor? (P/T Contracts Only)		Y / N	
Starting State Fiscal Year:	2017	Total Amount of Original Agreement:	\$ 900,000.00		
Agreement Start Date:	07/01/2016	Total Amount of Original, plus ALL Previous Amendments:	\$		
Initial End Date:	06/30/2019	Total Amount of this Amendment ONLY:	\$		
Amd/Revised End Date:		Grand Total (Original + all Amendments):	\$ 900,000.00		
Please Check ONE option for Amendments:		Time Only	Money Only	Time and Money	
				X	

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 2017						
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount	Project Funding Start Date
1200	H123 3901	H12172H		3901	\$300,000	7/1/2016
	H123				\$	
	H123				\$	
State Fiscal Year 2018						
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount	Project Funding Start Date
1200	H123 3901	H12172H		3901	\$300,000	7/1/2017
	H123				\$	
	H123				\$	
State Fiscal Year 2019						
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount	Project Funding Start Date
1200	H123 3901	H12172H		3901	\$300,000	7/1/2018
	H123				\$	
	H123				\$	

FINANCIAL MANAGEMENT USE ONLY

Encumbrance Signature	<i>Amelia Dillon</i>	Date	4/29/14
Contract Number	111429	Origin Code	077
Purchase Order Number	39974	Source Type	
Category Code	93151500	Account ID	411912

**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/respond 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 7<sup>th</sup> 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 Tellison

Print Name: Amy Tellison

Title: Accounting Officer

Date: 6/29/16



DEPARTMENT  
OF HEALTH

# Encumbrance Worksheet

1/A

Vendor Name & Doing Business As (D/B/A when applicable): Minnesota Department of Commerce		Vendor Number: B130000000		Vendor Location Code:	
Vendor Address: 85 East 7 <sup>th</sup> Place, Suite 500, Saint Paul, MN 55101		Vendor Remit-to Address (if different):			
Requestor's Name & Employee ID#: (required by SWIFT): Tom Major 01024885		Certified TG/ED/VO Vendor : <input type="checkbox"/> Yes <input type="checkbox"/> No			
Starting State Fiscal Year:	2017	Amount of Original Agreement:		\$900,000.00	
Agreement Start Date:	July 1, 2016	Amount of Original + ALL Previous Amendments:			
Agreement End Date:	June 30, 2019	Amount of this Amendment ONLY:		\$300,000.00	
Amended End Date:	June 30, 2020	Grand Total (Original + all Amendments):		\$1,200,000.00	
Select Amendment Type:	Language Only	Time Only	Money Only	Time and Money	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X0 <input type="checkbox"/>	

### Special Instructions:

Does this contract contain non-public data? ☐ Yes ☐ No

If "Yes" provide a Contract/PO description for SWIFT:

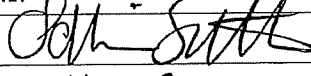
### ACCOUNTING INFORMATION

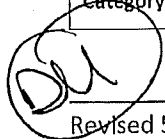
State Fiscal Year 2020						
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount	Project Funding Start Date
1200	H1233901	H12172H			\$300,000.00	7/1/2019
	H123	H12			\$	
	H123	H12			\$	

State Fiscal Year 202						
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount	Project Funding Start Date
	H123	H12			\$	
	H123	H12			\$	
	H123	H12			\$	

State Fiscal Year 202						
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount	Project Funding Start Date
	H123	H12			\$	
	H123	H12			\$	
	H123	H12			\$	

### FINANCIAL MANAGEMENT USE ONLY

Encumbrance Signature		Date	6/19/19
Contract Number	111629	Origin Code	677
Purchase Order Number	3-66495	Source Type	
Category Code	80101500	Account ID	411903



Revised 5/19



## INTERAGENCY AGREEMENT AMENDMENT 1

Contract Start Date:	<u>July 1, 2016</u>	Total Contract Amount:	<u>\$ 1,200,000.00</u>
Original Contract Expiration Date:	<u>June 30, 2019</u>	Original Contract:	<u>\$ 900,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2019</u>	Previous Amendment(s) Total:	<u>\$ 0</u>
Requested Contract Expiration Date:	<u>June 30, 2020</u>	This Amendment:	<u>\$ 300,000.00</u>

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

### Recitals

1. MDH has an interagency agreement with Commerce identified as SWIFT Contract Number 11629 ("Original Contract") in which Commerce provides financial examination and analysis, and the monitoring of financial solvency, for entities that are licensed or applying for licensure under Minnesota Statutes chapter 62D, 62N, and 62T, and all county boards and groups or groups of county boards that purchase or provide health care services under Minnesota Statutes section 256B.692; and, for the purposes of this agreement, referred to as "MDH-regulated health plan companies."
2. Additionally, under this agreement, Commerce provides consultation services to MDH with respect to the impact of financial and rate regulation in the connection with approval or disapproval of policies, certificates of coverage, provider agreements, management agreements and similar documents that arise in connection with MDH-regulated health plan companies.
3. The parties have agreed that the Original Contract should be amended to provide additional funds and to extend the period of performance of the aforementioned activities through June 30, 2020.
4. MDH and Commerce 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 Agreement" is amended as follows:

- 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~~ 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Clause 4. "Consideration and Terms of Payment" is amended as follows:

#### 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, as set forth below:

Fiscal Year 2017: \$300,000  
Fiscal Year 2018: \$300,000  
Fiscal Year 2019: \$300,000  
Fiscal Year 2020: \$300,000

Total Obligation for Fiscal Years 2017 through 2020: \$1,200,000

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.I(A) of this Agreement and shall itemize services by MOH-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.

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.

**[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: Sabrina Sutter

Print Name: Sabrina Sutter

Title: Accounting Officer

Date: 6/19/19

2. MINNESOTA DEPARTMENT OF COMMERCE

Signed: Anne O'Connor  
(with delegated authority)

Print Name: Anne O'Connor

Title: Deputy

Date: 6.28.19

3. MINNESOTA DEPARTMENT OF HEALTH

Signed: Todd Jones  
(with delegated authority)

Print Name: Todd Jones

Title: Accounting Director

Date: 6/28/19

Distribution:

Agency

Contractor

State's Authorized Representative - Photo Copy