

Department of Employment and Economic Development (DEED)
FY 2020 Transfers
October 15, 2020

TRANSFER FROM					TRANSFER TO					Purpose of Transfer	Legal Authority for Transfer
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		
DEED	General	B223438	Olmstead Implementation Office	(1,269,000)	MHFA	Housing Finance Agency	B340001	Gen Reserve Overhead Control	1,269,000	Approp transfer for Olmstead Minnesota Housing Finance Agency for operating the Olmstead Compliance Office.	191 007 01 002 048
DEED	General	B221304	MN Emerging Entrepreneur Prog	(1,000,000)	DEED	Other Misc Special Revenue	B221108	Emerging Entrprnr Revolving	1,000,000	BFY20 Appropriation Transfer Emerging Entrepreneur Loan Program from general fund appropriation to the special revenue revolving loan appropriation.	191 007 01 002 025
DEED	General	B221893	Border to Border Broadband	(20,000,000)	DEED	Other Misc Special Revenue	B221892	Border-to-Border Broadband	20,000,000	BFY20 Appropriation Transfer Border to Border Grants Program from general fund appropriation to the special revenue B2B Grants appropriation.	191 001 07 002 008
DEED	General	B224907	DEED Operating Adjustment GF	(150,000)	DEED	General	B224900	General Support Services	150,000	BFY20 Operating Adjustment Transfer from DEED General Support (B224907 General Support Adj) to VR \$19,493(\$14,976+\$4,517); SSB \$126,222; General Support Services \$30,880; per MS 16A.285.	151 001 01 002 004 and 17 094 01 002 004
DEED	General	B224909	Dairy Assistance IRI	(3,000,000)	AG	General	B047G76	Ag Growth Research & Innov	3,000,000	Transfer \$3,000,000 from Appropriation B224909 to Appropriation B047G76	191 07 01 002 008
DEED	General	B221149	MN Job Creation	(2,000,000)	DEED	General	B221150	Minnesota Investment Fund	2,000,000	Appropriation Transfer \$2 Million from Job Creation Fund to Minnesota Investment Fund	MS 116I.8731 subd 10
DEED	General	B224907	DEED Operating Adjustment GF	(170,000)	DEED	General	B224900	General Support Services	170,000	Move Funds for DEED General Council \$100K; Research Analyst Specialist \$70K per DEED leadership instructions. MS 16A.285.	151 001 01 002 004 and 17 094 01 002 004
DEED	General	B221095	BCD Business Development	(25,000)	DEED	General	B221800	Small Business Office	25,000	Transfer between BCD Base appropriations from Business Development to Small Business Office	151 001 01 002 004 and 17 094 01 002 004
DEED	General	B224907	DEED Operating Adjustment GF	(4,517)	DEED	General	B223447	20 MI-Support Employment	4,517	BFY20 Operating Adjustment Transfer from DEED General Support (B224907 General Support Adj) to VR \$19,493(\$14,976+\$4,517); SSB \$126,222; General Support Services \$30,880; per MS 16A.285.	151 001 01 002 004 and 17 094 01 002 004
DEED	General	B224907	DEED Operating Adjustment GF	(14,976)	DEED	General	B223440	20 Extended Employment	14,976	BFY20 Operating Adjustment Transfer from DEED General Support (B224907 General Support Adj) to VR \$19,493(\$14,976+\$4,517); SSB \$126,222; General Support Services \$30,880; per MS 16A.285.	151 001 01 002 004 and 17 094 01 002 004
DEED	General	B224907	DEED Operating Adjustment GF	(30,880)	DEED	General	B224900	General Support Services	30,880	BFY20 Operating Adjustment Transfer from DEED General Support (B224907 General Support Adj) to VR \$19,493(\$14,976+\$4,517); SSB \$126,222; General Support Services \$30,880; per MS 16A.285.	151 001 01 002 004 and 17 094 01 002 004
DEED	General	B224907	DEED Operating Adjustment GF	(126,222)	DEED	General	B223485	Services For The Blind State	126,222	BFY20 Operating Adjustment Transfer from DEED General Support (B224907 General Support Adj) to VR \$19,493(\$14,976+\$4,517); SSB \$126,222; General Support Services \$30,880; per MS 16A.285.	151 001 01 002 004 and 17 094 01 002 004
DEED	General	B224907	DEED Operating Adjustment GF	(25,000)	DEED	General	B221900	Mn Trade Office	25,000	BFY20 Operating Adjustment Transfer from DEED General Support Division (B224907 DEED Operating Adj) to BCD and Trade Divisions. MS 16A.285.	151 001 01 002 004 and 17 094 01 002 004
DEED	General	B224907	DEED Operating Adjustment GF	(35,000)	DEED	General	B221096	BCD Business Finance	35,000	BFY20 Operating Adjustment Transfer from DEED General Support Division (B224907 DEED Operating Adj) to BCD and Trade Divisions. MS 16A.285.	151 001 01 002 004 and 17 094 01 002 004
DEED	General	B224907	DEED Operating Adjustment GF	(39,000)	DEED	General	B221800	Small Business Office	39,000	BFY20 Operating Adjustment Transfer from DEED General Support Division (B224907 DEED Operating Adj) to BCD and Trade Divisions. MS 16A.285.	151 001 01 002 004 and 17 094 01 002 004
DEED	General	B224907	DEED Operating Adjustment GF	(120,405)	DEED	General	B221095	BCD Business Development	120,405	BFY20 Operating Adjustment Transfer from DEED General Support Division (B224907 DEED Operating Adj) to BCD and Trade Divisions. MS 16A.285.	151 001 01 002 004 and 17 094 01 002 004
DEED	General	B224907	DEED Operating Adjustment GF	(215,000)	DEED	General	B221098	BCD Community Finance	215,000	BFY20 Operating Adjustment Transfer from DEED General Support Division (B224907 DEED Operating Adj) to BCD and Trade Divisions. MS 16A.285.	151 001 01 002 004 and 17 094 01 002 004
DEED	Restrict Misc Special Revenue	B221105	SmBus Loan Guarantee Trust Fd	(2,500,000)	DEED	Restrict Misc Special Revenue	B221827	SmBus Relief Grants v5BLG	2,500,000	Appropriated from the loan guarantee trust fund for small business relief grants under 201 001 00 004 00A. To 'appropriate' from a special revenue appropriation, we will need to complete a transfer.	201 001 00 003
DEED	Other Misc Special Revenue	B221110	Minnesota Investment Fund	(10,000,000)	DEED	Other Misc Special Revenue	B221130	Small Bus Emergency Loan Prog	10,000,000	Transfer to the Small Business Emergency Loan Program for small businesses affected by COVID-19 temporary closures.	Exec Order 20-15. Laws 20 Ch 71 Art 01 Sec.11
DEED	Other Misc Special Revenue	B221121	21st Century Fund	(300,000)	IRRB	Iron Range Resources & Rehab	B4321CN	21st Century Transfers	300,000	Inter-agency Agreement under Joint Power Authority.	MS 471.59; MS 116I.423
DEED	Other Misc Special Revenue	B221121	21st Century Fund	(20,000,000)	DEED	Other Misc Special Revenue	B221130	Small Bus Emergency Loan Prog	20,000,000	Transfer to the Small Business Emergency Loan Program for small businesses affected by COVID-19 temporary closures.	Exec Order 20-15. Laws 20 Ch 71 Art 01 Sec.11
DEED	Clean Water Revolving Fund	B221168	Tourism Loans	(500,000)	PFA	Clean Water Revolving Fund	B240210	Operating Reserve Cw1	500,000	DEED will return \$500,000 of the allocated Clean Water Revolving Funds towards the DEED Tourism Loan Program back to PFA. Interagency Agreement under Join Power Authority	Minnesota Statutes § 471.59
ADMIN	General	G029116	MN Film & TV Board	(162,000)	DEED	General	B221401	MN Film and TV Board	162,000	FY20 MN Film and TV Board - transfer to DEED per interagency agreement signed 7/16/19	191 007 01 002 02T
IRRB	Iron Range Resources & Rehab	B4321CN	21st Century Transfers	(7,100,000)	DEED	Other Misc Special Revenue	B221121	21st Century Fund	7,100,000	The commissioner shall transfer \$7,100,000 from the Minnesota minerals 21st century fund to the commissioner of the IRR for a grant or forgivable loan - Project expired and return \$	MS 116I.423 per Laws 2014, Chap 312, Art 2, Sec 2, Subd 6.
TOTAL				(68,787,000)					68,787,000		

Department of Employment and Economic Development (DEED)

2020 Interagency Agreements and Service Level Agreements

October 15, 2020

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
Department of Administration	\$ 56,200	M.S 16C.05	Office of Enterprise Sustainability(OES) supports state agency on choices that will improve sustainability outcomes through implementation and best practices (FY20-\$28,100; FY21-\$28,100)	7/1/2019	6/30/2021
Department of Administration	\$ 324,000	Laws 2019, 1st spec Sess Chapter 10, Art 1, Sec 11, Subd 4 (h)	Interagency Transfer Agreement between the Department of Admin and DEED to facilitate the annual transfer to the MN Film and TV Board.	7/1/2019	6/30/2021
Department of Agriculture	\$ 3,000,000	Legislation 191 007 01 002 008	Financial assistance to aid eligible dairy farmers under the Dairy Assistance Investment, Relief Initiative (DAIRI)	7/1/2019	6/30/2021
Department of Human Services	\$ 1,200,000	M.S. 16E.016	MNIT-DEED provide IT services required to support and maintain the Workforce Once System (WFA) SFY20 \$700,000 and SFY21 \$500,000	7/1/2019	6/30/2020
Department of Human Services	\$ 35,434	M.S. 13.46 subd 2(7); 268.19 subd (4) and 1(a)(10) and 256.998 subd 7 & 10	DHS Child Support Service and DEED to allow access to data to locate individuals, facilitate establishment of paternity and child support and provide employment data to facilitate child support collections	7/1/2019	6/30/2020
Department of Human Services	\$ 1,500	M.S. 116J.035 subd 6 and 268.19 subd.1(a)9	DEED's Unemployment Insurance (UI) wage data to help in determining new and ongoing eligibility for Minnesota Health Care Programs (MHCP), specifically MinnesotaCare (MCRE), Minnesota Family Planning Program (MFPP) and Medical Assistance (MA).	1/1/2020	12/31/2023
Department of Human Services	\$ 284,000	M.S 256.D051, Sub 2a(5)	For Supplemental Nutrition Assistance Employment & Training	10/1/2017	9/30/2019
Department of Human Services	\$ 1,500	M.S.116J.035 subd 6; M.S. 268.19 and subd 1(a)9	DEED Data Exchange with DHS-Health Care Eligibility Operations (HCEO) to allow access to DEED's Unemployment Insurance (UI) wage data for determinine new and ongoing eligibility for MN Health Care Programs.	1/1/2016	12/31/2019
Department of Human Services	\$ 300,000	M.S 256.D051, Sub 2(6)	Expanded DEED's summer Youth Work Experience to teen parents and younger adults on the Minnesota Family Investment Program (MFIP) Program Year Funding (PY19 -4/1/19-12/31/19) SFY19 \$150,000 and SFY20 \$150,000	4/1/2019	12/31/2019
Department of Human Services	\$ 2,312,119	M.S 256.D051, Sub 2a(5)	For Supplemental Nutrition Assistance Employment & Training-Equity Grants and Administration (\$1,956,612 SNAP and E&T activities, \$355,307 for Administration)	10/1/2018	9/30/2020
Department of Human Services	\$ 2,814	M.S. 268.19 subd 1; M.S. 13.46 subd 2 (a) (6)	DEED and DHS will share data for DHS use in assessing, evaluating and monitoring public assistance and food support eligibility, and determining potential fraud and establishing debt	7/1/2018	12/31/2021
Department of Human Services	\$ 30,139	DEED M.S 268.19, subd.1 and DHS M.S. 13.46, subd.2(a)(6) and	Interagency agreement in which DEED and DHS will share data for DHS use in the assessing, evaluating and monitoring public assistance and food support eligibility, and determinine potential fraud and establishing debt	7/1/2018	12/31/2021
Department of Public Safety	\$ 300,000		DPS/BCA-BCA will assinge two full time special agents and one full-time CDI to provide support to assure integrity of DDS program	9/28/2016	5/30/2020
Department of Public Safety	\$ 434,898	M.S. 268.182, subd.1 or M.S. 168.184, subd.2	Referrals to BCA for potential unemployment insurance fraud Cases	1/1/2017	12/31/2020
Minnesota Housing Finance Agency	\$ 1,269,000	MN Laws 2017 Chapter 94 article 1 , Subd.4(b)	Operating the interagency Olmstead Implementation Office (OIO)	7/1/2019	6/30/2020
MN Public Facility Authority	\$ 5,500,000	M.S 471.59	Transfer of Clean Water Partnership Funds to PFA	10/11/2019	Until Paid
MN Public Facility Authority	\$ 135,000	M.S.471.59	PFA administrative support-Interagency agreement	7/1/2019	6/30/2020
MN.IT Services	\$ 1,100,000	M.S. 16E.0466	Information and Telecommunications Account (ITA) for this project.	7/1/2019	6/30/2023

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
DEED-Administrative Support FY 2020**

This agreement is between the Minnesota Public Facilities Authority (the "Authority") and the Minnesota Department of Employment and Economic Development (the "Department"). Pursuant to Authority Board Resolution 2019-01, hereby incorporated as Exhibit A to this Agreement, and Minnesota Statutes sections 471.59 and 446A.04 subdivision 5, the Authority and the Department are empowered to enter into this Agreement with one another. The purpose of this Agreement is to support the operations of the Authority.

Agreement

1. Term of Agreement

A. *Effective date:* July 1, 2019 or the date that all required signatures under Minnesota Statutes Section 16C.05, subdivision 2 are obtained, whichever is later.

B. *Expiration date:* June 30, 2020.

2. Scope of Work

The Department shall provide the payroll, human resource, information technology, communications, continuity of operations, and other fiscal and general administrative support services necessary for the Authority to undertake its corporate purposes during fiscal year 2020.

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

3. Consideration and Payment

A. *Basis for billings-indirect:* The rate determined per section 9 below shall be applied to Authority direct salary costs, that product then reduced by the amount of severance costs paid directly by the Authority during the fiscal year.

B. *Basis for billings-direct:* The Authority will reimburse the Department for Authority costs paid directly by the Department. Such costs should be minimized and for those instances where directly billing the Authority by the vendor would not be practical.

C. *Total obligation:* The total obligation of the Authority for all compensation and reimbursement to the Department shall not exceed \$135,000.

4. Conditions of Payment

The Authority will promptly pay invoices presented by the Department and approved by the Authority's Authorized Representative.

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

5. Authorized Representatives

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

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

6. Amendments

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

7. Liability

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

8. Termination

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

9. Department's Indirect Cost Rate to be applied to the Authority for Budget Fiscal Year 2020

The agency indirect cost rate that shall be applied is determined as follows:

Department's approved agency indirect cost rate for the fiscal year (provisional as of 06/30/2019)	14.69%
Adjustment for financial, budget, receipts, and disbursement activity performed directly by the Authority *	-2.69%
Net	12.00%


* The Authority has created and filled a new position to directly enter SWIFT receipt and expenditure transactions, and has always directly handled and paid for all budget and financial functions.

10. Other Provisions


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

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

1. PUBLIC FACILITIES AUTHORITY

By 
Title Executive Director
Date 7/8/19

**2. DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT:**

By 
Title _____
Date 7/12/19

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

By 

PO date 07/01/2019
PO ID(s) B2401-3000002571

Exhibit A to Interagency Agreement: DEED-Administrative Support FY 2020

MINNESOTA PUBLIC FACILITIES AUTHORITY
RESOLUTION NUMBER 2019-01

APPROVING THE AUTHORITY'S FY 2020 BUDGET AND AUTHORIZING PREPARATION AND
EXECUTION OF AGREEMENTS AND CONTRACTS FOR EXPENSES RELATED
TO THE AUTHORITY'S OPERATIONS AND PROGRAMS

WHEREAS, pursuant to Minnesota Statutes Section 446A.03, Subdivision 5, the Executive Director is responsible for staff of the Authority and for carrying out the Authority's responsibilities to manage and implement the funds and programs of the Authority; and

WHEREAS, Minnesota Statutes Section 446A.03, Subdivision 6 authorizes the Authority to enter into agreements for administrative and professional services, and technical support; and

WHEREAS, Minnesota Statutes Section 446A.04, Subdivision 5 authorizes the Authority to collect fees for costs incurred by the Authority and other agencies and departments and to enter into interagency agreements with appropriate agencies and departments to provide funds for the administration of its programs; and

WHEREAS, pursuant to Minnesota Statutes Section 446A.07, the Pollution Control Agency is responsible for various administrative duties with respect to the Clean Water Revolving Fund and loan fees and other monies may be used to the extent permitted under federal law to pay reasonable costs incurred by the Pollution Control Agency for these activities; and

WHEREAS, pursuant to Minnesota Statutes Section 446A.081, the Department of Health is responsible for various administrative duties with respect to the Drinking Water Revolving Fund and loan fees and other monies may be used to the extent permitted under federal law to pay reasonable costs incurred by the Department of Health for these activities.

NOW, THEREFORE BE IT RESOLVED BY THE MINNESOTA PUBLIC FACILITIES AUTHORITY THAT:

1. The Authority's administrative budget for FY 2020 is hereby approved in the total amount of \$1,679,000, and the Executive Director is authorized to make line item changes during the year as may be necessary within the overall budget limit; and
2. The Executive Director is authorized to prepare and execute on behalf of the Authority Interagency agreements for FY 2020 program administration expenses with the Pollution Control Agency in the amount of \$1,738,080 and the Department of Health in the amount of \$624,200; and
3. The Executive Director is authorized to prepare and execute on behalf of the Authority an FY 2020 interagency agreement with the Department of Employment and Economic Development for administrative and technical services to support Authority staff and operations; and
4. The Executive Director is authorized to prepare and execute on behalf of the Authority an FY 2020 interagency agreement with the Housing Finance Agency for professional/technical services provided by Paula Rindels; and
5. The Executive Director is authorized to sign contracts, purchase orders, and other agreements necessary and appropriate to manage and implement the funds and programs of the Authority and maintain compliance with state and federal program requirements, securities and tax laws and regulations.

Adopted the 4th day of June, 2019

MINNESOTA PUBLIC FACILITIES AUTHORITY

By:



Chair/Member

Attest:



Executive Director

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

Originator of agreement, complete this section:

Total amount of interagency agreement: \$1,200,000

Proposed Start Date: 07/01/2019

Proposed End Date: 12/31/2020

SFY20 - SWIFT FinDeptID: H55EB 3 1 1 2 1 \$700,000 amount

SFY21 - SWIFT FinDeptID: H55EB 3 1 1 2 1 \$500,000 amount

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

SFY_20_ - SWIFT FinDeptID: H55EB_ _ _ _ \$_____amount

SFY__ - SWIFT FinDeptID: H55EB_ _ _ _ \$_____amount

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

Contract Coordinator, complete this section:

SWIFT Vendor # for Other State Agency: B22000000

SWIFT Contract #: IAK % 162765

SWIFT Purchase Order #: 3000071357

Buyer Initials: DB Date Encumbered: 7/17/19

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

REQUESTING AGENCY OF MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

Recitals:

WHEREAS, this Interagency Agreement, and amendments and supplements, is between the Minnesota Department of Human Services through its Economic Assistance and Employment Supports Division (hereinafter “DHS”), the Minnesota Department of Employment and Economic Development (hereinafter “DEED”), and Minnesota’s Information Technology at DEED (MNIT-DEED);

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

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

WHEREAS, DHS is in need of the following services: To collaborate and ensure an efficient transition and expansion of the current MFIP Connect App from the University of Minnesota, Future Services Institute, to DEED and MNIT-DEED in order to sustain, expand and improve functionality of a new Workforce One Customer Service App and Web Portal;

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

WHEREAS, DEED and MNIT-DEED represent that they are duly qualified and willing to perform the services set forth in this Agreement.

NOW, THEREFORE, it is agreed:

1. Duties:

DHS’s DEED’s and MNIT-DEED’s Duties. Duties of all parties are detailed in **Attachment A – Workplan.**

2. CONSIDERATION AND TERMS OF PAYMENT

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

- A. The total obligation of DHS for all compensation and reimbursement to DEED under this Agreement will not exceed **one million two hundred thousand dollars (\$1,200,000.00)**. **Attachment B – Cost Estimate WF1 Connect**, contains the projected costs for the deliverables specified in this Agreement.

2.2 Terms of Payment. Payment shall be made to DEED by DHS within thirty (30) days after DEED has presented invoices for services performed to DHS.

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

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

- B. DEED will ensure timely submission of invoices and inform DHS if there is a delay that could impact DHS's submission of the quarterly ACF-196R TANF Expenditure Report which is due forty-five (45) days after each quarter ends.

Final invoices for each state fiscal year must be received by DHS no later than August 10 of each year to guarantee payment of final invoices from that fiscal year. Invoices received after that date will be paid depending on availability of funds.

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

4. Terms of Agreement. This agreement shall be effective on **July 1, 2019**, or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2020**, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

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

6. Authorized Representatives.

DHS's authorized representative for the purposes of administration of this agreement is **Jovon Perry**, Director of Economic Assistance and Employment Supports Division, 651-431-4006, jovon.perry@state.mn.us or her successor.

DEED's authorized representative for the purposes of administration of this agreement is **Blake Chaffee**, Deputy Commissioner, Operations, 651-259-7161, blake.chaffee@state.mn.us, or his successor.

MNIT-DEED's authorized representative for the purposes of administration of this agreement is **Brian Allie**, Chief Information Officer, 651-259-7003, brian.allie@state.mn.us, or his successor.

Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

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

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

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

10. Information Privacy Protection.

- A. For purposes of executing its responsibilities and to the extent set forth in this Agreement, DEED and MNIT-DEED will be considered part of the "welfare system," as defined in Minnesota Statutes §13.46, subdivision 1. DEED's and MNIT-DEED's employees and agents will have access to private or confidential data maintained by DHS to the extent necessary to carry out DEED's, MNIT-DEED's, and DHS' respective responsibilities under this Agreement. DEED, MNIT-DEED, and DHS agree to comply with all relevant requirements of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, chapter 13) in providing services under this Agreement.
- B. Responsible Authorities for Information Privacy (see Minnesota Statutes, section 13.46, subdivision 10).

1. Brian Allie (MNIT-DEED's employee or agent) or his successor is the responsible authority in charge of all data collected, used, or disseminated by MNIT-DEED in connection with the performance of this Agreement.
 2. Blake Chaffee (DEED's employee or agent) or his successor is the responsible authority in charge of all data collected, used, or disseminated by DEED in connection with the performance of this Agreement.
 3. Jovon Perry (DHS's employee or agent) or her successor is the responsible authority in charge of all data collected, used, or disseminated by DHS in connection with the performance of this Agreement.
- C. DEED, MNIT-DEED and DHS must comply with the Minnesota Government Data Practices Act, Minn. Stat., ch. 13, as it applies to all data provided by DHS under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by DEED and MNIT-DEED under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either DEED, MNIT-DEED or DHS.
- D. If DEED or MNIT-DEED receive a request to release the data referred to in this clause, DEED and MNIT-DEED must immediately notify and consult with DHS's Authorized Representative as to how DEED and/or MNIT-DEED should respond to the request. DEED's and MNIT-DEED's response to the request shall comply with applicable law.
- E. In carrying out its duties, DEED and MNIT-DEED shall be handling one or more types of private information, collectively referred to as "protected information," concerning individual clients of DHS programs or services. "Protected information," for purposes of this Agreement, includes any or all of the following:
1. Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
 2. Federal tax information ("FTI") (as protected by 26 U.S.C. 6103); and
 3. Other data subject to federal statutes, rules, and regulations that are applicable to DHS and affect the collection, storage, use, or dissemination of private or confidential information.

10.1 General Oversight Responsibilities. DEED and MNIT-DEED shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of DHS. This responsibility includes:

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

(b) **Minimum necessary access to information.** DEED and MNIT-DEED shall comply with the “minimum necessary” access and disclosure rule set forth in the MGDPA. The collection, creation, use, maintenance, and disclosure by DEED and MNIT-DEED shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See Minn. Stat § 13.05 subd. 3.

(c) **Information Requests.** Unless provided for otherwise in this Agreement, if DEED and/or MNIT-DEED receive a request to release protected information, DEED and/or MNIT-DEED must immediately notify DHS. DHS shall provide DEED and/or MNIT-DEED instructions or direction concerning the release of the data to the requesting party before the data is released. See paragraph 10.2 (e) below regarding requests from individuals for their own data.

10.2 Additional Duties to Ensure Proper Handling of Protected Information. DEED and MNIT-DEED shall:

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

(b) As required under Minn. Stat. § 13.055, report to DHS any use or disclosure of protected information that is not provided for by the Agreement of which DEED and/or MNIT-DEED become aware, including any breach of unsecured protected health information or any other “privacy” or “security incident” as described below. Upon direction from DHS, DEED and/or MNIT-DEED must also attempt to mitigate harmful effects resulting from the disclosure.

(i) For purposes of this Agreement, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security incident shall not include pings and other broadcast attacks on DEED’s and MNIT-DEED’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above; so long as such incidents do not result in unauthorized access, use or disclosure of DHS’ information. “Privacy incident” means violation of the MGDPA, but not limited to, improper and/or unauthorized use or disclosure of

protected information, and incidents in which the confidentiality of the information maintained by it has been breached.

(ii) The report to DHS must be in writing and must be sent to DHS not more than seven (7) days after learning of such non-permitted use or disclosure. The report must, at a minimum: 1) Identify the nature of the non-permitted use or disclosure; 2) Identify the protected information used or disclosed; 3) Identify who made the non-permitted use or disclosure, and who received the non-permitted or violating disclosure, if known; 4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; 5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and 6) Provide such other information, including any written documentation, as DHS may reasonably request.

(c) Ensure that any subcontractors that create, receive, maintain, or transmit protected information agree in writing to the same restrictions, conditions, and requirements that apply to DEED and MNIT-DEED with respect to such information;

(d) DEED and MNIT-DEED shall only provide protected information to individuals it determines are authorized under this Agreement, by DHS, and/or by law. Within ten (10) business days of a request from an authorized individual or their designee, make available protected information in a designated record set, consistent with Minn. Stat. § 13.04, subd. 3;

(e) Within ten (10) business days, forward any request to make any amendment(s) to protected information in a designated record set to DHS in order for DHS to satisfy DHS' obligations under Minn. Stat. § 13.04, subd. 3;

(f) Maintain and make available no later than fifteen (15) days after receipt of request from DHS, the information required to provide an accounting of disclosures to DHS as necessary to satisfy DHS' obligations under Minn. Stat. § 13.055, or upon request from DHS respond directly to individual's request for an accounting of disclosures;

(g) Make its internal practices, books, and records available to DHS for the sole purpose of determining compliance with these terms.

(h) DEED and MNIT-DEED may not use or disclose protected information in a manner that would violate Minn. Stat., ch. 13, if done by DHS.

10.3 DHS's Duties. DHS shall:

- (a) Only release information which it is authorized by law or regulation to share with DEED and MNIT-DEED.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with DEED and MNIT-DEED.
- (c) Notify DEED and MNIT-DEED of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect DEED and MNIT-DEED use or permitted disclosure of protected information.
- (d) Not request DEED and MNIT-DEED to use or disclose protected information in any manner that would not be permitted under law if done by DHS.

10.4 Disposition and/or Retention of Protected Information/Data upon

Completion, Expiration, or Agreement Termination. When this Agreement expires, is cancelled or otherwise terminated, DEED and MNIT-DEED shall immediately return to DHS or destroy all protected information received or created on behalf of DHS for purposes associated with this Agreement. DEED and MNIT-DEED shall return the protected information to DHS's Authorized Representative (the signatory of this Agreement on behalf of DHS who is listed at the end of this document) or provide DHS with written certification of destruction of the protected information. DEED and MNIT-DEED shall retain no copies of such protected information, provided that if both Parties agree that such return or destruction is not feasible, or if DEED and MNIT-DEED is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement DEED and MNIT-DEED shall extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as DEED and MNIT-DEED maintains the information. This section 10.4 excludes any and all protected information collected, or received by DEED and MNIT-DEED independently of this Agreement from sources other than DHS.

10.5 Sanctions. In addition to acknowledging and accepting the general terms set forth in this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions (including but limited to civil and criminal penalties) by, among other agencies, the federal Internal Revenue Service (IRS) and the Minnesota Office of the Attorney General.

10.6 Miscellaneous

(a) DHS Information Security Policy. Additional information regarding the handling and, as appropriate, destruction (upon expiration or termination of a contract or agreement) of

protected information obtained from DHS is available at
<https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4683-ENG>.

(b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the laws listed in paragraph 1 of this section or in any other applicable law.

(c) Survival. The obligations of DEED and MNIT-DEED under this Section shall survive the termination of this Agreement.

(d) Effect of statutory amendments or rule changes. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the laws listed in paragraph 10(C) of this section or in any other applicable law. However, any requirement in this Agreement or in DHS's Information Security Policy that is based upon the MGDPA, other state law or upon federal law or rules means the requirement as it is *currently* in effect, including any applicable amendment(s), regardless of whether the Agreement has been amended to reflect the amendment(s).

11. Other Provisions. None

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

APPROVED:

1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION

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

DocuSigned by:
By: Dora Burns
5457B11AE8BB49D...
Date: 7/17/19

SWIFT Contract No: I AK 162765

SWIFT PO #: 3-71357

2. PROVIDING AGENCY (DEED)

DocuSigned by:
By: Blake Chaffee
FAF643F6DBEE461...
Title: Deputy Commissioner
Date: 7/25/2019

3. PROVIDING AGENCY (MNIT@DEED)

DocuSigned by:
By: Brian Allie
3E257B0461F84E3...
Title: CBTO
Date: 7/25/2019

4. REQUESTING AGENCY (DHS)

DocuSigned by:
By: Jonan Perry
38CC5B16E99A4ED...
With delegated authority
Title: EAESD Director
Date: 7/30/2019

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

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

WF1 Customer Service App

Interagency Agreement Number: I AK 162765

7/1/19 – 12/31/20



Helping you help others.

Attachment A: Workplan

MFIP Connect to WF1 Connect Project

Project Background

In the spring of 2019, DHS staff approached WF1 staff with an idea that had been proven in a pilot project called MFIP Connect. The idea was to fully connect and scale MFIP Connect pilot app with WF1 allowing all counties, agencies, programs and participants of WF1 access and use. Since 2016, Future Services Institute had worked in partnership with the Economic Assistance and Employment Supports Division (EAESD) of the Minnesota Department of Human Services to develop and implement an app for TANF recipients, called MFIP Connect. The app is currently in use and was designed to improve communication between program participants in the state's MFIP programs and their frontline workers from county governments and local nonprofit employment service agencies. This tool focused mainly upon reducing administrative barriers for families while improving operations in county government around implementation of the TANF program.

Proposed Activities

The WF1 Connect app will include the features currently available in the pilot and others, including:

- A messaging system for participants to communicate with their counselor and county worker.
- The ability to save messages directly in WF1 as case notes.
- A secure way for participants to upload and send employment updates and other documents to their counselor.
- The ability to add uploaded documents directly to the participants case file through WF1's EDS (Electronic Document Storage) System.
- Access to financial budgeting tools.
- Access to a directory of local resources for participants.
- A web portal for counselors and administrators to view and manage access and accounts.
- The project will be managed using Scrum methodology. This includes the following –
 - Product Owner
 - Project Manager
 - Daily scrum for the development team
 - Month Sprint Reviews for the funders and stakeholders
- Upon completion, the app will be supported and maintained by the WF1 team using the annually approved WF1 maintenance budget.



Helping you help others.

Detailed Workplan for the Next 18 Months

July to December 2019

- Training
- Hiring of contractor
- JADs for the web portal and the app
- Architecture and design including accessible design practices and standards
- Security
- Specifications for web portal and wireframes for multiple views
- Hardware configuration including server set up, IOS and Android set up.
- Web portal development
 - Mailbox
 - Participant Contact Information
 - Resources Add/Edit
 - Users
 - Reports
- Testing of web portal pages

January to December 2020

- App development for iOS and Android
 - Log in, reset password
 - Document upload
 - Consent page
 - Messages includes, Inbox, new, sent messages, view page, reply
 - Financial Tools
 - Resources
 - Contacts
- Security
- Interfaces
 - App to database
 - Financial Workers and Childcare Workers
- Testing
 - User Acceptance Testing
 - Regression
 - Accessibility
 - Load Testing
- Create and update training materials

Attachment B - Cost Estimate WF1 Connect

	Top Menu Item	Page	Effort	Hours - low	Hours - mid	Hours - high	Rate	Cost - low	Cost - mid	Cost - high
Web Portal	Mailbox	Mailbox (Search and Results)	3	80	100	120	70	\$ 5,600.00	\$ 7,000.00	\$ 8,400.00
		Message - View/Reply	2	40	60	80	70	\$ 2,800.00	\$ 4,200.00	\$ 5,600.00
		Copy for Case Notes (check box - save to case notes)	1	20	40	60	70	\$ 1,400.00	\$ 2,800.00	\$ 4,200.00
	Participants	Participant (Use Person Search or Advanced Search)	1	20	40	60	70	\$ 1,400.00	\$ 2,800.00	\$ 4,200.00
		Participant - New page under person record	2	40	60	80	70	\$ 2,800.00	\$ 4,200.00	\$ 5,600.00
		Participant - View	2	40	60	80	70	\$ 2,800.00	\$ 4,200.00	\$ 5,600.00
		Participant - Edit	2	40	60	80	70	\$ 2,800.00	\$ 4,200.00	\$ 5,600.00
		Create Mass Message/Action (Search, Results and Select)	3	80	100	120	70	\$ 5,600.00	\$ 7,000.00	\$ 8,400.00
	Trash	Deleted Items (Search and Results) - Not needed	0	0	0	0	70	\$ -	\$ -	\$ -
	Resources (Summary)	Summary	3	80	100	120	70	\$ 5,600.00	\$ 7,000.00	\$ 8,400.00
		Create Resources (Add/Edit)	2	40	60	80	70	\$ 2,800.00	\$ 4,200.00	\$ 5,600.00
		View Resource Categories	0	0	0	0	70	\$ -	\$ -	\$ -
	Users	User (Search and Results)	2	40	60	80	70	\$ 2,800.00	\$ 4,200.00	\$ 5,600.00
		Create User (Add/Edit)	2	40	60	80	70	\$ 2,800.00	\$ 4,200.00	\$ 5,600.00
	Groups	Summary	0	0	0	0	70	\$ -	\$ -	\$ -
		Create New Group	0	0	0	0	70	\$ -	\$ -	\$ -
	Reports	MFIP Connect Participation Information (download to CSV)	2	40	60	80	70	\$ 2,800.00	\$ 4,200.00	\$ 5,600.00
		MFIP Connect Usage Report (download to CSV)	2	40	60	80	70	\$ 2,800.00	\$ 4,200.00	\$ 5,600.00
	Password	Reset Password - Need to determine how to do this	3	80	100	120	70	\$ 5,600.00	\$ 7,000.00	\$ 8,400.00
Mobile app		Log in	5	160	180	200	70	\$ 11,200.00	\$ 12,600.00	\$ 14,000.00
		Forgot/Reset password	5	160	180	200	70	\$ 11,200.00	\$ 12,600.00	\$ 14,000.00
		Bottom Navigation	6	200	220	240	70	\$ 14,000.00	\$ 15,400.00	\$ 16,800.00
	Home/Actions	Home	5	160	180	200	70	\$ 11,200.00	\$ 12,600.00	\$ 14,000.00
	Actions	Documents Required (Summary)	7	240	260	280	70	\$ 16,800.00	\$ 18,200.00	\$ 19,600.00
		Add and Submit	7	240	260	280	70	\$ 16,800.00	\$ 18,200.00	\$ 19,600.00
		Consent page	4	120	140	160	70	\$ 8,400.00	\$ 9,800.00	\$ 11,200.00
		Email Me (full text)	4	120	140	160	70	\$ 8,400.00	\$ 9,800.00	\$ 11,200.00
	Messages	Inbox	5	160	180	200	70	\$ 11,200.00	\$ 12,600.00	\$ 14,000.00
		Sent	5	160	180	200	70	\$ 11,200.00	\$ 12,600.00	\$ 14,000.00
		View	4	120	140	160	70	\$ 8,400.00	\$ 9,800.00	\$ 11,200.00
		Reply	8	280	300	320	70	\$ 19,600.00	\$ 21,000.00	\$ 22,400.00
		Create new message	8	280	300	320	70	\$ 19,600.00	\$ 21,000.00	\$ 22,400.00
	Financial (List of Tools with links)	Summary	4	120	140	160	70	\$ 8,400.00	\$ 9,800.00	\$ 11,200.00
		Sub-links	5	160	180	200	70	\$ 11,200.00	\$ 12,600.00	\$ 14,000.00
	Resources (List of community resources with links)	Summary	4	120	140	160	70	\$ 8,400.00	\$ 9,800.00	\$ 11,200.00
		Sub-links	5	160	180	200	70	\$ 11,200.00	\$ 12,600.00	\$ 14,000.00
	Connect (Contact info for all staff assigned)	Contact Info	4	120	140	160	70	\$ 8,400.00	\$ 9,800.00	\$ 11,200.00
Registration		Set up and deployment	4	120	140	160	70	\$ 8,400.00	\$ 9,800.00	\$ 11,200.00
Security		User/Counselor maintenance Add/Edit	5	160	180	200	70	\$ 11,200.00	\$ 12,600.00	\$ 14,000.00
		Other	3	80	100	120	70	\$ 5,600.00	\$ 7,000.00	\$ 8,400.00
		Client Authentication	5	160	180	200	70	\$ 11,200.00	\$ 12,600.00	\$ 14,000.00
Interfaces		App to Database	5	160	180	200	70	\$ 11,200.00	\$ 12,600.00	\$ 14,000.00
		User interface for Financial Workers and Childcare Workers	5	160	180	200	70	\$ 11,200.00	\$ 12,600.00	\$ 14,000.00
Requirements Gathering		Requirements gathering sessions (JADs)	3	80	100	120	70	\$ 5,600.00	\$ 7,000.00	\$ 8,400.00
		Specifications - 2 views (other sizes tbd)	4	120	140	160	70	\$ 8,400.00	\$ 9,800.00	\$ 11,200.00
Architecture/Design		Mobile application, layers, database,	4	120	140	160	70	\$ 8,400.00	\$ 9,800.00	\$ 11,200.00
Testing		UAT (2 weeks, 2 FTEs)	5	160	180	200	70	\$ 11,200.00	\$ 12,600.00	\$ 14,000.00
		Regression	4	120	140	160	70	\$ 8,400.00	\$ 9,800.00	\$ 11,200.00
		Additional accessibility testing	3	80	100	120	70	\$ 5,600.00	\$ 7,000.00	\$ 8,400.00
Load Testing		Simulated	3	80	100	120	70	\$ 5,600.00	\$ 7,000.00	\$ 8,400.00
Hardware		iMac - 21.5 inch 2 x \$1800					n/a	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
		iPhone - 3 x \$600, 3 x \$1000					n/a	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
		Android - 3 x \$600, 3 x \$1000					n/a	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
Mobile Development Set Up		Configure Mac, devices, emulator/simulator, Xamarin configuration	3	80	100	120	70	\$ 5,600.00	\$ 7,000.00	\$ 8,400.00
Mobile Test environments		DEV, QA, Staging, tbd	3	80	100	120	70	\$ 5,600.00	\$ 7,000.00	\$ 8,400.00
Server Environments		Set up	3	80	100	120	70	\$ 5,600.00	\$ 7,000.00	\$ 8,400.00
Server Hardware		1 additional					n/a	\$ 1,740.00	\$ 1,740.00	\$ 1,740.00
Training		3 people - 5 day course \$2795 each					n/a	\$ 8,385.00	\$ 8,385.00	\$ 8,385.00
Additional Training		Developers - Xamarin					n/a	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
		BAs - app design and testing					n/a	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
		CSS expert (front end), mobile experience, architecture = 1 FTE					n/a	\$ 416,000.00	\$ 416,000.00	\$ 416,000.00
Contractor(s)							n/a	\$ 416,000.00	\$ 416,000.00	\$ 416,000.00
Subtotal	Subtotal							\$ 836,125.00	\$ 904,725.00	\$ 973,325.00
Unknowns								\$ 40,000.00	\$ 60,000.00	\$ 80,000.00
Risk - 10%								\$ 43,840.00	\$ 52,700.00	\$ 61,560.00
Total	Total							\$ 919,965.00	\$ 1,017,425.00	\$ 1,114,885.00

- 1 Mobile app and admin pages will be completely re-written
- 2 Mobile app will work with iOS and Android
- 3 Web portal will be accessible
- 4 Mobile app will be accessible
- 5 All pages will have specs
- 6 User Acceptance Testing is required
- 7 Available to all programs in WF1
- 8 Mobile app will communicate with database
- 9 All pages will be new. We may be able to use some WF1 pages, i.e., Contact
- 10 App must be mobile ready - adjusts to different sizes, need to accommodate at least 2 sizes
- 11 App estimates are double to include both iOS and Android
- 12 App will be coded in Xamarin
- 13 There will be a steep learning curve for the developers and the business analysts

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

WHEREAS, DEED has been appropriated General Support Services money under Laws of Minnesota 2019, First Special Session, Chapter 7, Article 1, Section 2, Subd. 4(b); and

WHEREAS, the appropriation provides for \$1,269,000 each year for transfer to Minnesota Housing for operating the interagency Olmstead Implementation Office (OIO); and

WHEREAS, the Governor has issued Executive Order 19-13 and named the Commissioner of Minnesota Housing the Chair of the Olmstead Subcabinet; and

WHEREAS, for management purposes, Minnesota Housing will assume responsibility and authority for the OIO budget; and

WHEREAS, effective April 8, 2015, DEED and Minnesota Housing executed an Interagency Agreement that transferred two DEED employees to Minnesota Housing; transferred the remaining FY2015 appropriated funds for the Olmstead Office to Minnesota Housing (and in later years through Interagency Agreements for the FY2016, FY2017, FY2018 and FY2019 appropriations); and transferred oversight responsibility for the administration of any future OIO agency collaboration tools, if needed, which are to be paid for from the OIO budget.

NOW, THEREFORE, Minnesota Housing and DEED agree to the following:

Agreement

1 Term of Agreement

- 1.1 **Effective date:** July 1, 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 Minnesota Housing will take physical possession, oversight and management of the FY2020 appropriated funds as of the effective date of the agreement.
- 2.2 All data at both Minnesota Housing and DEED, required to operate the OIO and fulfill the Executive Order 19-13 will be made accessible to the members of the OIO.

3 Consideration and Payment

- 3.1 DEED will transfer all FY2020 appropriations for the OIO (\$1,269,000) to Minnesota Housing within five days after receipt of the appropriations.

4 Conditions of Payment

N/A.

5 Authorized Representative

Minnesota Housing's Authorized Representative is Rachel Robinson, Deputy Commissioner, 400 Wabasha Street No., Suite 400, St. Paul, MN 55010, 651-297-3125 or his/her successor. DEED's

Authorized Representative Blake Chaffee, Deputy Commissioner or his/her successor.

6 Amendments

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

7 Liability

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

8 Termination

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

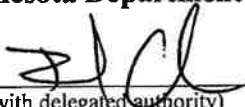
Minnesota Housing Finance Agency

By: 
(with delegated authority)

Title: Deputy Commissioner

Date: 6/24/19

Minnesota Department of Employment and Economic Development

By: 
(with delegated authority)

Title: Deputy Commissioner

Date: 6/24/19

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Administration (ADMIN) and the Department of Employment and Economic Development (DEED)

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, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The Office of Enterprise Sustainability (OES) will support state agencies' efforts to fulfill the sustainability goals outlined in the Executive Order 19-27 by managing sustainability metrics and reporting (e.g. Sustainability Reporting Tool); educating on sustainability best practices; assisting with development of their sustainability plans; administering the Productivity Loan Fund; publishing an annual report; and providing other technical assistance.

3 Consideration and Payment

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

- If the method of payment is an appropriation transfer, the SWIFT accounting codes are: Fund 2001, FinDeptID G021ADMN, Approp ID G027203
- If paying by invoice, the coding will be the same as above except that the FinDeptID will be G0231009.
- Please submit the following amounts not later than July 22nd of each fiscal year:

FY 2020: \$28,100

FY 2021: \$28,100

Total for the biennium: \$56,200

The total obligation of DEED for all compensation and reimbursements to ADMIN under this agreement will not exceed \$56,200.

4 Conditions of Payment

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

5 Authorized Representative

DEED's Authorized Representative is Blake Chaffe, Deputy Commissioner, 332 Minnesota St., #E200, 1st National Bank Building, Saint Paul, MN 55101 (651) 259-7161, or his/her successor.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 6/27/19

SWIFT Contract: 160697, PO: 3000375421 PR: 48403

3. Department of Employment and Economic Development

By: [Signature: Julie Freeman]
(with delegated authority)

Title: CFO

Date: 7/15/19

2. Department of Administration

By: [Signature: Tim Campbell]
(With delegated authority)

Title: Assistant Commissioner

Date: 7.16.19

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

Recitals

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

1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

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

2 Scope of Work

This project is for the improvement of the AGENCY's labor market exchange and delivery of services at the AGENCY's CareerForce locations.

The AGENCY does not have a large general fund budget and has had to rely on cost savings to fund strategic business initiatives, key business processes, internal application upgrades, business functioning, performance metric reporting, and system modernization projects, for optimal service delivery within the AGENCY's CareerForce locations. The AGENCY's current infrastructure around delivering CareerForce services relies almost completely on physical space and in-person delivery. The AGENCY has a labor market exchange (as required by federal law), but it does not meet current standards and is otherwise in need of serious improvements.

The AGENCY does not have enough time to execute the system changes before state fiscal year-end (June 30) and will use the Odyssey Fund to provide operational dollars to meet these critical needs. Many of the AGENCY'S databases and internal systems are outdated, obsolete, beyond their useful life, lack backend robust performance metric reporting to gauge how the AGENCY is doing operationally or pose security or audit risks. Some do not function optimally or no longer meet the AGENCY's core business needs. Other program areas need new platforms or overhauled systems or applications to securely and efficiently meet our AGENCY business needs.

3 Consideration and Payment

The AGENCY agrees to contribute \$1,100,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools ("SWIFT") system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT

for the amount specified in Section 3 of this agreement.

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

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

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

5 Authorized Representatives

The AGENCY'S Authorized Representative is Julie Freeman, Chief Financial Officer, by phone at 651-259-7161, or by email Julie.freeman@state.mn.us, or their successor.

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

6 Amendments

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

7 Liability

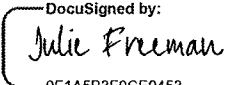
Each party is responsible for its own acts and behavior and the results thereof.

8 Termination

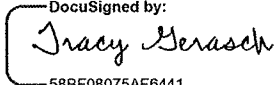
Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

Signatures:

1. Minnesota Department of Employment and Economic Development (With delegated authority)

By: 
Title: 9F1A5B3F0CE0453...
Chief Financial Officer
Date: 6/28/2019

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

By: 
Title: 58BF08075AF6441...
Procurement Director
Date: 6/28/2019

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

Recitals

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

1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

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

2 Scope of Work

This project is for the improvement of the AGENCY's labor market exchange and delivery of services at the AGENCY's CareerForce locations.

The AGENCY does not have a large general fund budget and has had to rely on cost savings to fund strategic business initiatives, key business processes, internal application upgrades, business functioning, performance metric reporting, and system modernization projects, for optimal service delivery within the AGENCY's CareerForce locations. The AGENCY's current infrastructure around delivering CareerForce services relies almost completely on physical space and in-person delivery. The AGENCY has a labor market exchange (as required by federal law), but it does not meet current standards and is otherwise in need of serious improvements.

The AGENCY does not have enough time to execute the system changes before state fiscal year-end (June 30) and will use the Odyssey Fund to provide operational dollars to meet these critical needs. Many of the AGENCY'S databases and internal systems are outdated, obsolete, beyond their useful life, lack backend robust performance metric reporting to gauge how the AGENCY is doing operationally or pose security or audit risks. Some do not function optimally or no longer meet the AGENCY's core business needs. Other program areas need new platforms or overhauled systems or applications to securely and efficiently meet our AGENCY business needs.

3 Consideration and Payment

The AGENCY agrees to contribute \$1,100,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools ("SWIFT") system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT

for the amount specified in Section 3 of this agreement.

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

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

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

5 Authorized Representatives

The AGENCY'S Authorized Representative is Julie Freeman, Chief Financial Officer, by phone at 651-259-7161, or by email Julie.freeman@state.mn.us, or their successor.

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

6 Amendments

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

7 Liability

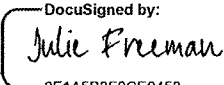
Each party is responsible for its own acts and behavior and the results thereof.

8 Termination

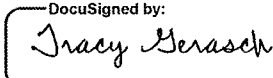
Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

Signatures:

1. Minnesota Department of Employment and Economic Development (With delegated authority)

By: 
DocuSigned by:
9F1A5B3F0CE0453...
 Title: Chief Financial officer
 Date: 6/28/2019

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

By: 
DocuSigned by:
58BF08075AF6441...
 Title: Procurement Director
 Date: 6/28/2019

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: Julie Freeman

Title: CFO

Date: 6/28/19

Office of the Governor Signature

By: ALJ

Title: COO

Date: 6/14/19

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

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

RECITALS

1. This Agreement sets forth the terms and conditions in which Admin will transfer funds to DEED that were appropriated to Admin for a transfer to the Minnesota Film and TV Board.
2. Laws of Minnesota 2019, 1st Spec. Sess., Chapter 7, Article 1, Section 2, Subdivision 2, paragraph (t), appropriates \$163,000 in each year of the 2020-2021 biennium to DEED for the Minnesota Film and TV Board.
3. Laws of Minnesota 2019, 1st Spec. Sess., Chapter 7, Article 1, Section 2, Subdivision 2, paragraph (v), appropriates \$500,000 in each year of the 2020-2021 biennium to the DEED for a grant to the Minnesota Film and TV Board for the film production jobs program under Minnesota Statutes, section 116U.26. The appropriation is available until June 30, 2023.
4. Laws of Minnesota 2019, 1st Spec. Sess. Chapter 10, Article 1, Section 11, Subdivision 4, paragraph (g), appropriates \$162,000 in each year of the 2020-2021 biennium to Admin for a transfer to the Minnesota Film and TV Board.
5. In order to most effectively administer the funds described in Recitals 2, 3, and 4, Admin and DEED have determined that a single agency should administer all three appropriations to the Minnesota Film and TV Board. In light of that determination, Admin will transfer the funds described in Recital 4 to DEED and DEED will provide the administration needed for the appropriations to the Minnesota Film and TV Board.

AGREEMENT

DEED and Admin agree as follows:

1. As soon as practicable after July 1 each year of the 20-2021 biennium, Admin will transfer \$162,000 to DEED for the purposes as described in Laws of Minnesota 2019, 1st Spec. Sess. Chapter 10, Article 1, Section 11, Subdivision 4, paragraph (g).
2. The Administrative and Financial Services Division of DEED will provide Admin with all necessary information in order to effectively process the transfer of funds. Admin shall transfer their appropriations into Fund: 1000 Appropriation: B221401 Financial Dept: B2210000 in both FY20 and FY21.
3. DEED will administer the funds consistent with all applicable statutes, laws, regulations, and policies including Office of Grants Management policies authorized under MN Stat. 16B.97.

4. Authorized Representative
5. Admin's Authorized Representative is Laurie Beyer-Kropuenske, General Counsel, Director of Community Services, 200 Admin Bldg, 50 Sherburne Avenue, St. Paul, MN 55155, 651-201-2501, or her successor.

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

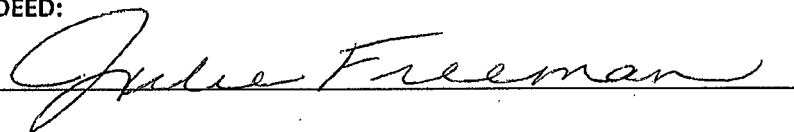
6. Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7 Liability. Each party will be responsible for its own acts and behavior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

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

APPROVED:

1. DEED:

By:



Printed Name: Julie Freeman

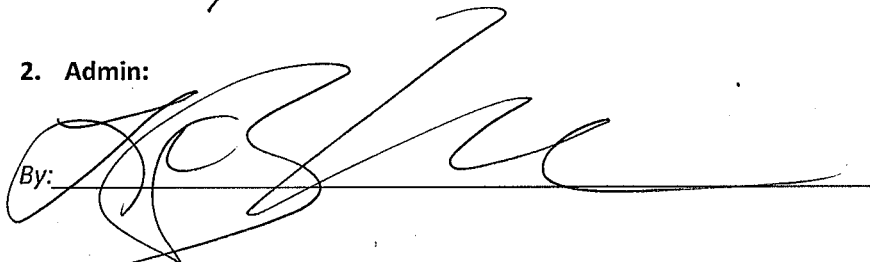
Title: Chief Financial Officer

Date:

7/16/19

2. Admin:

By:



Name: Laurie Beyer-Kropuenske

Title: General Counsel, Director of Community Services

Date:

7/16/19

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 4.045, 16A.055, and 471.59, this is an agreement between Minnesota Management & Budget (MMB) and the Department of Employment & Economic Development (DEED).

1. Services to be Performed:

Minnesota Management and Budget will provide staffing and support for the Children's Cabinet (Minnesota Statutes, section 4.045), including the coordination of interagency efforts seeking to ensure that all Minnesota children are healthy, safe, and prepared to achieve their full potential.

Authorized Agents:

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

MMB: Erin Bailey, Assistant Commissioner – Children's Cabinet, or his/her successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, Erin.Bailey@state.mn.us, 651-201-8044.

DEED: Blake Chaffee, Deputy, or his/her successor designated by the Commissioner, 1st Nat'l Bank Bldg, 332 MN St. #E200, St. Paul, MN, 55101, Blake.Chaffee@state.mn.us, 651-259-7161.

2. Consideration and Terms of Payment:

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

TOTAL COST: \$25,000

You will receive an annual invoice from MMB in July 2019. This invoice should be paid within 30 days of receipt.

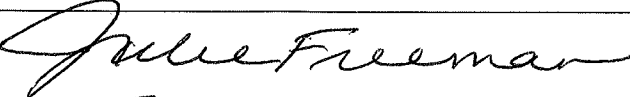
3. Term of Agreement:

This agreement is effective July 1, 2019, and shall remain in effect until June 30, 2020.

4. Amendments:

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

Approved:

1. Agency Signature	2. Minnesota Management & Budget
By: 	By:
Title: CFO	Title:
Date: 6/28/19	Date:

STATE OF MINNESOTA INTERAGENCY AGREEMENT

Pursuant to Minnesota 2019 Special Session Law, this is an agreement between the Department of Employment and Economic Development (DEED) and the Department of Agriculture (MDA)

1. Services to be Performed:

Per Legislation 191 007 01 002 008 DEED will transfer to the Commissioner of Agriculture for financial assistance to aid eligible dairy farmers under the Dairy Assistance, Investment, Relief Initiative (DAIRI) the amount of \$3,000,000 in FY20.

2. Authorized Agents:

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

DEED: Julie Freeman, Chief Financial Officer, or her successor, 332 Minnesota St., Saint Paul, MN 55101, (651) 259-7085

MDA: Andrea Vaubel, Deputy Commissioner, 625 N. Robert St., Saint Paul, MN 55155, (651) 201-6180

3. Consideration and terms of Payment

DEED agrees to contribute by transfer to MDA for DAIRI as follows:

- The method of payment is an appropriation transfer, the SWIFT accounting codes for MDA: Fund 1000, FinDeptID B0414700, Approp ID B047G76
- Please submit the following amounts no later than July 19th this fiscal year:
FY 2020: **\$3,000,000** FY 2021: **\$0** Total for the biennium: **\$3,000,000**

4. Terms of Agreement

This agreement is effective July 1, 2019 and shall remain in effect until June 30, 2021.

5. Amendments

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

Approved:

Dept of Employment and Economic Development

Department of Agriculture

<p>By: Julie Freeman <small>DocuSigned by: Julie Freeman 9F1A5B3F0CE0453...</small></p> <p>Title: Chief Financial Officer</p> <p>Date: 7/16/2019</p>	<p>By: Andrea F. Vaubel <small>DocuSigned by: Andrea F. Vaubel A052B92710EE430...</small></p> <p>Title: Deputy Commissioner</p> <p>Date: 7/12/2019</p>
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**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
Clean Water Revolving Fund Allocations for Nonpoint Source Programs
Tourism Loan Program**

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

Recitals

Under Minnesota Statutes § 471.59 the Authority and the Department are empowered to enter into this Agreement with one another.

Under Minnesota Statutes §446A.04, subdivision 10, the Authority is empowered to make and enter into agreements necessary to perform its duties and exercise its powers.

Under Minnesota Statutes §446A.07, subdivision 8 (4), the Authority is empowered to use the clean water revolving fund ("CWRF") to provide for a revolving loan fund under §116J.617 (the "Program").

To date the Authority has allocated \$750,000 of CWRF assets to the Department for the Program.

Pursuant to Authority Board Resolution 2019-04, approved August 22, 2019, and hereby incorporated as Exhibit A to this Agreement, the Authority is adjusting nonpoint source program allocations within the CWRF as follows:

Nonpoint source program	Agency	Change
Tourism Loan Program (§116J.617)	Department of Employment and Economic Development	-\$500,000
Clean Water Partnership Loan Program (§103F.725)	Pollution Control Agency	-\$5,000,000
Agriculture Best Management Practices Loan Program (§17.117)	Department of Agriculture	+\$5,500,000

Agreement

1. Term of Agreement

- 1.1 Effective date:** October 11, 2019 or the date that all required signatures under Minnesota Statutes Section 16C.05, subdivision 2 are obtained, whichever is later.
- 1.2 Expiration date:** This agreement shall remain in effect until all costs up to the amount of the Agreement are paid.

2. Scope of Work

The Department shall provide funds under this agreement to eligible lending institutions for purposes of the Program. In administering the Program, the Department shall:

- A. Prepare and maintain documentation of Program expenditures in compliance with prescribed state and federal standards governing the use of the funds.
- B. Provide reports and data to the Authority or directly into the CWSRF Benefits Reporting System on Program activities, expenditures, and environmental results as needed to prepare annual reports and meet information needs of the Legislature or the U.S. Environmental Protection Agency (the "USEPA"), including USEPA Order 5700.7, Environmental Results Under Assistance Agreements. Work with the Authority to resolve any data questions.
- C. Maintain compliance with the Operating Agreement for the Clean Water Revolving Fund (formerly the Water Pollution Control Revolving Fund) between the State of Minnesota and the USEPA.
- D. Maintain compliance with the Interagency Agreement for the Clean Water Revolving Fund (formerly the Water Pollution Control Revolving Fund) between the Department of Employment and Economic Development, the Department of Agriculture, the Pollution Control Agency, and the Public Facilities Authority.
- E. In accordance with the Continuing Disclosure Policy adopted by the Authority on December 12, 2005, immediately notify the Authority Executive Director of any events occurring in the administration of the Program that could be material to the bonds or programs of the Authority, or that could result in the breach of any duties or responsibilities of the Authority or the Department under any agreements entered into by the Authority, or State and Federal law or regulations applicable to the Authority and its programs.

3. Consideration and Payment

The Department shall return FIVE HUNDRED THOUSAND DOLLARS (\$500,000) of the amounts allocated within the CWRF by the Authority for the Program. This brings the net allocation within the CWRF for the Program to \$250,000.

4. Conditions of Payment

The Department will transfer the funds to the Authority immediately after full execution of this agreement.

Authority staff shall have inquiry access to the Department's SWIFT accounts in the CWRF to monitor fund usage. No review will be performed by the Authority to determine the eligibility of expenditures charged by the Department.

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

5. Authorized Representatives

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

The Department's Authorized Representative is Steve Grove, Commissioner, Department of Employment and Economic Development, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, 651-259-7114, or successor.

6. Amendments

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

7. Liability

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

8. Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a termination, the Department shall return to the Authority all present and future CWRP unobligated funds under the Program.

9. Other Provisions

- A. The Department will not be held responsible for the failure of the Department of Management and Budget if funds are not transferred upon the Department's request.
- B. This Interagency Agreement does not release the Authority or the Department from their obligations under the program Operating Agreement, including any required corrective action in the event of misuse of funds or use of funds for ineligible purposes.

10. Survival of Terms

Sections 2 and 9 will survive expiration or termination of this agreement.

1. PUBLIC FACILITIES AUTHORITY:

By



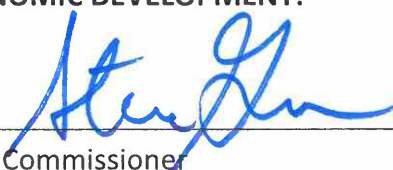
Title Executive Director

Date

10/9/19

2. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT:

By



Title Commissioner

Date

10/15/19

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

By

SWIFT
XAT ID

(From B221168 To B240210)

**MINNESOTA PUBLIC FACILITIES AUTHORITY
RESOLUTION NUMBER 2019-04**

**AUTHORIZING APPROVAL OF THE 2020 CLEAN WATER REVOLVING
FUND INTENDED USE PLAN AND APPLICATION TO THE USEPA FOR THE 2020 CAPITALIZATION
GRANT, CHANGES TO NONPOINT SOURCE PROGRAM ALLOCATIONS, APPROVAL OF LOAN
AGREEMENTS WITH ELIGIBLE BORROWERS AND SETTING THE BASE INTEREST RATE DISCOUNT**

WHEREAS, Minnesota Statutes 446A.07, Subdivision 4 directs the Authority to annually prepare and submit to the U.S. Environmental Protection Agency (EPA) an Intended Use Plan (IUP) listing the projects and activities to be funded by the Authority and that the Intended Use Plan may be amended to add additional eligible projects; and

WHEREAS, Minnesota Statutes 446A.07, Subdivision 3 directs the Authority to enter into agreements with the Administrator of the USEPA to receive capitalization grants for the Clean Water Revolving Fund; and

WHEREAS, a grant application, including an approved IUP following a public notice and comment period, must be submitted to EPA to receive capitalization grant funds; and

WHEREAS, Minnesota Statutes 446A.07, Subdivision 8(a)(4) provides that the PFA may use Clean Water Revolving Fund monies for loan programs under Section 17.117 (Agriculture Best Management Practices Loan Program), Section 103F.725 (Clean Water Partnership Loan Program), and Section 116J.617 (Tourism Loan Program);

WHEREAS, Minnesota Statutes 446A.03, Subdivision 3a provides that members of the Authority may delegate to the Chair, Vice Chair, or Executive Director their responsibilities for approving financing of eligible projects that have been certified to the Authority; and

WHEREAS, Minnesota Rules 7380.0422, Subpart 1.C. states that the IUP shall identify the base discount for interest rates on loans from the Clean Water Revolving Fund.

**NOW, THEREFORE BE IT RESOLVED BY THE MINNESOTA PUBLIC FACILITIES AUTHORITY
THAT:**

1. The fundable range for projects on the 2020 IUP will consist of carryover projects from the 2019 IUP and new eligible projects ranked with 40 or more points on the Pollution Control Agency's 2020 Project Priority List;
2. The Executive Director is authorized to solicit public comments on the draft 2020 IUP, to correct errors, add additional eligible projects within the fundable range based on comments received and approve the IUP after making such changes;
3. The Executive Director is authorized to prepare and submit to the U.S. EPA an application for the FY 2020 federal capitalization grant, and execute the grant agreement on behalf of the Authority;
4. The Executive Director is authorized to make any technical changes to the IUP or other documents as may be required by EPA to receive the 2020 capitalization grant, and to amend the 2020 IUP if necessary to meet programmatic changes required by EPA or to add additional eligible projects ranked with 40 or more points on the Pollution Control Agency's Project Priority List provided it does not have a significant impact on the long-term capacity of the Fund;

Exhibit A to Interagency Agreement: Nonpoint reallocations 2019_MDA-BMP (Continued)

MINNESOTA PUBLIC FACILITIES AUTHORITY
RESOLUTION NUMBER 2019-04

5. The Executive Director is authorized to enter into Interagency Agreements with the Pollution Control Agency, Department of Employment and Economic Development, and Department of Agriculture to: (a) reduce the allocation of funds to the Clean Water Partnership Loan Program by \$5,000,000, (b) reduce the allocation of funds to the Tourism Loan Program by \$500,000, and (c) increase the allocation of funds to the Agriculture Best Management Practices Loan Program by \$5,500,000;
6. The Chair, or Vice Chair, in the absence of the Chair, is authorized to approve financing agreements for eligible projects listed on the 2020 IUP that are certified by the Pollution Control Agency and recommended for funding by the Executive Director; and
7. For loans made under the 2020 IUP, a base discount of 0.25% shall be applied to the appropriate bond yield scale for eligible loans up to \$50 million, with no base discount applied to loan amounts in excess of \$50 million.

Adopted this 22nd day of August, 2019

MINNESOTA PUBLIC FACILITIES AUTHORITY

By: _____
Chair/Member

Attest: _____
Executive Director

MINNESOTA DEPARTMENT OF HUMAN SERVICES (DHS) – MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (DEED) INTERAGENCY AGREEMENT

Recitals:

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

WHEREAS, the Minnesota Department of Employment and Economic Development (hereinafter the PROVIDING AGENCY - DEED) is empowered to enter into interagency agreements pursuant to Minn. Stat. § 471.59, subd. 10; and

WHEREAS, DEED is responsible, under Minn. Stat. § 116J.401, subd. 2 (a) (18), for administering and supervising of the Minnesota Unemployment Insurance Program; and

WHEREAS, DHS is the state's principal agency providing child support services; and

WHEREAS, Minn. Stat. § 256.978, subds. 1 and 2 provide that in order to locate a person to establish paternity, child support, or to enforce a child support obligation in arrears, DHS is authorized to request information reasonably necessary to the inquiry from the records of all departments, boards, bureaus, or other agencies of this state, which can provide information necessary for that purpose; and

WHEREAS, Minn. Stat. § 268.155, subd. 3, authorizes DEED to deduct and withhold from any unemployment benefits payable to a participant who owes child support obligations the amount of that child support obligation and pay the amount to the public agency responsible for child support to satisfy the participant's child support obligations; and

WHEREAS, Minn. Stat. § 268.155, subd. 5, requires DHS to reimburse DEED for administrative costs incurred by DEED that are associated with the implementation and administration of that subdivision and Minn. Stat. §§ 518A.50 and 518A.53; and

WHEREAS, 42 U.S.C. § 653a(g)(2)(A) and (B), requires states to provide new hire information to the National Directory of New Hires; and

WHEREAS, Minn. Stat. § 16J.401, subd. 2(a)(22) requires DEED to enter into agreements with other departments of the state as necessary; and

WHEREAS, Minn. Stat. § 268.19, subd. 1(A)(4) authorizes DEED to disseminate data gathered from any person under the administration of the Minnesota Unemployment Insurance Law, without the consent of the subject of the data, to the public authority responsible for child support in Minnesota; and

WHEREAS, Title III, Section 303 (e)(1) of the Social Security Act requires State Unemployment Insurance agencies to disclose, upon request and on a reimbursable basis, wage information to an agency responsible for child support enforcement for the purpose of establishing and collecting child support obligations from, and locating, individuals owing such obligations; and

WHEREAS, Title III, Section 303 (h)(1) of the Social Security Act requires State Unemployment Insurance agencies to disclose quarterly wage and benefit information to the U.S. Department of Health and Human Services for the National Directory of New Hires.

NOW, THEREFORE, it is agreed:

1. AGREEMENT DEFINITIONS

For purposes of this AGREEMENT, the following definitions apply:

- A. **Unemployment Benefits.** Any unemployment insurance benefits payable under state law and any unemployment compensation benefits payable under federal law administered by DEED. This includes, but is not limited to, Federal Emergency Unemployment Compensation (EUC), Federal-State Extended Benefits (EB), Federal Additional Compensation (FAC), and Special State Emergency Unemployment Compensation (SSEUC) and any future benefit payment programs.
- B. **Wage Reporting.** Quarterly report made to DEED of wages paid in covered employment to each employee by employers required to do so under Minn. Stat. § 268.044.
- C. **New Hire Reporting Data.** Information gathered by each state from employers regarding newly hired employees that is submitted to and maintained by the U.S. Department of Health and Human Services.
- D. **DEED/DHS INTERFACE.** An electronic medium that allows the automatic exchange of information between DHS and DEED. This information may include record type, a case participant's name, Social Security Number(SSN), address, date of birth, weekly unemployment benefit's benefit amount, county code, total benefits paid, week filed, hours worked in quarter, date of last payment, names of employers, employer's address, year, quarter and amount of wages paid, claim date, claim ID, claim type, last week paid date, returned to work employer number, date returned to work, week ending date, monthly benefit amount, authorized amount, distribution recipient, distribution amount, date paid, intercept type, state EIN, federal EIN, employer address type. Currently, MNIT Services is the intermediary for data exchanges.
- E. **Local Child Support Agency.** The public authority responsible for child support enforcement.
- F. **Electronic Funds Transfer (EFT).** The transfer of funds by electronic means. In the process of sending child support payments to the Minnesota Child Support Payment Center (CSPC), EFT is in the form of an Automated Clearing House (ACH) formatted file that includes a batch record, a detail record, and Deduction (DED) addenda recorded through the ACH network and received at the CSPC Bank. The formats for the transfer can be in the form of a Cash Concentration or Disbursement (CCD+) plus addenda record or in the form of a Corporate Trade Exchange (CTX) without any ANSI X12 820 data. Currently, payments and a breakdown of the detail are sent to DEED's bank vendor and the bank forwards the detail to DHS.
- G. **EFT Transaction.** A single payment as provided in each DED formatted addenda record.
- H. **Automatic Clearing House (ACH).** A nationwide electronic funds transfer network which enables participating financial institutions to distribute electronic credit and debit entries to bank accounts and to settle such entries. The ACH network acts as the central clearing facility for all Electronic Fund Transfer (EFT) transactions that occur nationwide.

- I. **Federal Information Processing Standards (FIPS) Code.** For the purpose of this Agreement, FIPS codes are the standardized alphanumeric codes developed by the United States Secretary of Commerce to identify specific geographic regions, including the five digit codes used to identify Minnesota Counties.

2. PURPOSE

This agreement provides that:

- A. DEED will deduct child support obligations from unemployment benefits payable to an UI participant who owes child support and transfer that amount to DHS.
- B. DEED will match information generated through an electronic interface (hereinafter "DEED/DHS INTERFACE") from DHS against the Unemployment Insurance (UI) System database and provide DHS an electronic file of specific UI Benefit and Wage data.
- C. DHS will assist in the transfer of information from DEED to the Federal Parent Locator Service.
- D. DHS will assist in the transfer of information from DEED to the Department of Health and Human Services National Directory of New Hires and make returned data available to DEED.
- E. DEED will provide online access to the UI System to four DHS staff to respond to county worker requests for immediate verification of unemployment data for expedited process and contempt hearings.
- F. DHS will reimburse DEED for administrative costs at the rates specified in **Attachment B**, attached hereto and incorporated herein by this reference.

3. DUTIES:

3.1 DEED Duties:

DEED shall:

- A. Use the information obtained from DHS only for the purposes of administering the Minnesota Unemployment Insurance Law, Minn. Stat. § 268.001 to § 268.23.
- B. Match information generated through the DEED/DHS INTERFACE that may include, but is not limited to: record type, UI participant's name, social security number, address, city, state, zip, date of birth, weekly benefit amount, county code, total benefits paid, week paid, hours worked in quarter, date of last payment, names of employers, employer's address, year and quarter and amount of wages paid.
- C. Provide no more than four (4) DHS state office staff members with direct online access to DEED's UI data for the purpose of administering the Child Support Enforcement Program under Title IV-D of the Social Security Act. Jim Hegman, Deputy Director of Unemployment Insurance, (651) 259-7227, jim.hegman@state.mn.us or his successor shall be the DEED contact for establishing and modifying this access. This access will be used to respond to urgent (not the typical process) county worker requests for immediate verification of unemployment data for expedited process and contempt hearings.

- D. Maintain an electronic cross match file of data provided by DHS, including the social security number and the UI participant identification number, for participants on child support cases enforced by the State of Minnesota itself or through a local child support office in the state. DEED must provide DHS, via the DEED/DHS INTERFACE, with an electronic file containing data for each requested UI participant who has an active unemployment benefits account and who has a record in the cross match file. DEED must also accept, via the DEED/DHS INTERFACE, data from DHS sufficient to set up and maintain a child support withholding record so that proper deductions from a UI participant's unemployment benefits may be made. Frequency of all file exchanges will be agreed upon by both parties and will include daily, weekly and monthly exchanges.
- E. Remit any child support deducted from a UI participant's payment to DHS via ACH. Remittance details, including amounts withheld from each individual's UI benefit will be included in the ACH transmittal file.
- F. Notify the UI participant of a child support deduction and remittance at the time the deduction takes place through their online UI account.
- G. Promptly correct any errors that may arise in this process.
1. If DEED deducted or withheld from the unemployment benefits payable to a UI participant a greater amount than it should have deducted or withheld as a result of an error by either DEED or DHS, any erroneously deducted and withheld payment must be made directly to the UI participant by DHS.
 2. If DEED deducted or withheld from the unemployment benefit payable to a UI participant a lesser amount than it should have deducted or withheld as a result of an error by either DEED or DHS, DEED must promptly update its records to the correct amount as directed by DHS so that future withholdings will be correct.
 3. DEED is not liable for reimbursement to DHS, the child support participant or the UI participant for deductions that were less than they should have been.
 4. DEED may not deem a UI participant overpaid or otherwise seek to recoup payment from a UI participant on behalf of DHS or child support participant if a deduction was made for an amount less than it should have been.
- H. At DEED's discretion, suspend services in the event of an emergency or breach of security with immediate notice to DHS, but DEED must resume services at the earliest possible time.
- I. Provide thirty six (36) weeks of unemployment insurance benefit data associated with a UI participant upon receipt of DHS request.
- J. Provide sixteen (16) quarters of wage data associated with a UI participant upon receipt of DHS request.
- K. Send requests for corrections or fixes to the DEED/DHS INTERFACE to the other Department's authorized representative in writing. The two Departments will then

determine the source of the problem. If the Department determined responsible will be unable to implement the solution within ninety (90) business days, a written "action plan" shall be developed and approved by the Department's authorized representative.

- L. Ensure the most recent county FIPS code intercept value sent by DHS is updated in the DEED database.
- M. In the event of major policy or technology changes to the DEED-DHS interface, DEED will provide in advance to DHS a detailed statement in writing of the changes, an estimated time schedule for the changes, and completion criteria for any work that needs to be performed.
- N. DEED agrees to use reasonable efforts to ensure that the data provided is accurate. However, DHS acknowledges that the information provided by DEED under the terms of this Agreement may contain inaccuracies because of errors made by employers in their reports to DEED, inaccurate input of data, software/computer problems or other causes whether known or unknown. DEED shall not be responsible or liable for any errors contained in such data.

3.2. DHS, Child Support Division DUTIES:

DHS, Child Support Division shall:

- A. Request information daily, or as agreed upon by the parties, via the DEED/DHS INTERFACE to obtain information about a child support obligor's employment and/or unemployment benefits.
- B. Guarantee the reimbursement of any unemployment benefits erroneously deducted and withheld from a child support obligor which were paid to DHS. Said payments shall be made by DHS directly to the person from whom the benefits were erroneously withheld.
- C. Assist in transferring information from DEED to the U.S. Department of Health and Human Services National Directory of New Hires and make returned data available to DEED.
- D. Assist in transferring information from DEED to the Federal Parent Locator Service.
- E. Maintain procedures to perform services required by this Agreement. The procedures are subject to revision by mutual agreement as experience, legislative changes, or capabilities demonstrate the need for modifications.
- F. Use the information obtained through DEED only to the extent necessary to enforce the requirements of Minn. Stat. §§ 256.978, 256.998, and 268.155. This information may be disclosed only for the purposes required by Federal or State law or and in accordance with Section XII Information Privacy Protection.
- G. Ensure that all information received from DEED is physically secure from access by unauthorized persons. Precautions must be taken to ensure that only authorized personnel are given access to on-line files and that they understand their obligation related to authorized use, sharing of data and storage, retention and destruction of data.

- H. Ensure that no information received from DEED is released to any other agency without the written consent of DEED. Information may be shared within the Department of Human Services, local child support agencies, and with state and local welfare agencies pursuant to Minn. Stat. §§ 13.46, subdivision 2(7), 268.19, subdivisions (4) and 1(a)(10); and 256.998, subdivisions 7 and 10.
- I. Exchange information or grant access to information for the sole purpose of performing the child support duties of DHS.

Information may be exchanged or provided:

- a. to entities under contract with DHS, and/or
 - b. to an entity under contract with a public authority responsible for child support enforcement.
- J. Allow DEED to make onsite inspections of DHS offices and entities under contract with DHS that receive DEED data to ensure that the policies and requirements defined in this Agreement are being met. This access will be granted upon DHS receiving three (3) business days of notice from DEED.

- K. Name a liaison to act as the contact between DHS and DEED.

- L. Requests for corrections or fixes to the DEED/DHS INTERFACE will be sent to the other Department's authorized representative in writing. The two Departments will then determine the source of the problem. If the Department determined responsible is unable to implement the solution within ninety (90) business days, a written "action plan" shall be developed and approved by the Department's authorized representative.

1) Kristen Brolsma, Child Support Supervisor, (651) 431-4573, Kristen.Brolsma@state.mn.us
or

2) Shauna Hoelscher, Child Support Enforcement Lead (651) 431-3685,
Shauna.L.Hoelscher@state.mn.us

or their successors shall be the DHS contacts for coordinating DHS staff access to DEED's online unemployment insurance data as anticipated in Clause III, paragraph C of this agreement.

To request changes to access, DHS will notify the DEED contact specified in Clause 3.1, Paragraph C and send a completed "Minnesota UI System Application Access Request for MN Department of Human Services." DHS will also provide the name of the person whose access is being replaced (if any) to MN.IT Services as a service ticket. Should access policies and procedures change, the most current policies and procedures will be followed.

4. CONSIDERATION AND TERMS OF PAYMENT

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

All services performed by DEED under this agreement must be paid for by DHS according to Attachments A and B, which are incorporated into this agreement and attached hereto.

Total expenditures for this agreement may not exceed **Thirty Five Thousand, Four Hundred Thirty Four Dollars and no/100 (\$35,434.00).**

4.2 Terms of Payment. Payment shall be made by DHS within 30 (thirty) calendar days after DEED has presented invoices for services provided to DHS, and invoice has been accepted by DHS.

- A. No payment will be made without the presentation of an accurate invoice. DEED will submit invoices to DHS on a quarterly basis in the amount of **Four Thousand, Four Hundred Twenty Nine Dollars and 25/100 (\$4,429.25)** as per the following schedule:

Quarterly Service Period	Invoice Due Date
July through September	October 31 st
October through December	January 30 th
January through March	April 30 th
April through June	July 30 th

For each STATE fiscal year, the last quarter's invoice is requested as soon as possible to assist budget management, up to thirty days following the end of the service period.

- B. Invoices must be submitted in a format substantially similar as displayed in Attachment B, Sample Invoice Form.
- C. Email invoices to Linda Koskela at linda.koskela@state.mn.us; CC to Matthew Hanson at matthew.hanson@state.mn.us or their successors.

Invoices may be mailed to:

Linda Koskela, Contracts Management Analyst
Operations and Grants Management
Child Support Division/CFS
PO Box 64946
444 Lafayette Rd.
St. Paul, MN 55164-0946

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

6. Terms of Agreement. This agreement shall be effective on **July 1, 2019**, or the date that the REQUESTING AGENCY obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later, and shall remain in effect through **June 30, 2021**, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

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

8. Authorized Representatives. DEED'S authorized representative for the purposes of administration of this agreement is Michelle West, (651-259-0998, michelle.west@state.mn.us) or her successor. DHS'S authorized representative for the purposes of administration of this agreement is Shaneen Moore, Child Support Division Director (651-431-4603, Shaneen.moore@state.mn.us) or her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

9. Assignment. Neither agency shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

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

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

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

13. Other Provisions. None

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Signature Page Follows

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

APPROVED:

1. DHS ENCUMBRANCE VERIFICATION

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

By: *Jonith DeLeonico*

Date: *6/10/2019*

SWIFT Contract No: **IAK%150793**

SWIFT PO #: *3-68588*

2. PROVIDING AGENCY - DEED

By: *Richard Caligini*

Title: *Director, Unemployment Insurance*

Date: *6/17/19*

3. REQUESTING AGENCY - DHS

By: *Shane Moore*

With delegated authority

Title: *Director, Child Support Director*

Date: *6/18/19*

Distribution:

Requesting Agency - DHS – Original (fully executed) contract

Providing Agency - DEED

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

ATTACHMENT A**Administrative Payment Schedule**

July 1, 2019 through June 30, 2021

(SFY2020 – SFY2021)

1. DHS must compensate DEED for actual costs incurred in performing the duties listed in the Payment Schedule chart below
2. The total obligation of DHS for all compensation and reimbursement to DEED under this agreement may not exceed \$17,717 per STATE fiscal year.

Expenditure Type	Rate	Estimated Quantity	Estimated Total Costs (per year, rounded)
1. Bank Costs			
Daily ACH Originated on US item /day	0.0075	256 days	2
Daily ACH Process Run /day	2.5562	256 days	654
ACH originated Addenda (# of EFTs) – cost per payment transaction/number of payments	0.005	173,757 payments	869
SUBTOTAL			\$1,525
2. Computer Costs			
746-Mainframe - Database - DB2 time (per 1000 units)	0.0575	35,113	2,019
752-Mainframe - Mainframe Specialty Processor (per 1000 units)	0.0062	165	1
748-Mainframe - Disk Storage (gigabyte per day)	0.2428	31	8
Computer staff (program, network, job scheduler) – cost per hr/hours per year	76.55	35 hrs.	2,679
SUBTOTAL			\$4,707
3. Other Staff/Additional Costs			
Set-up Info Calls – 800# cost per minute/talk time+ IVR minutes	0.0440	6,561 min.	289
Set-up Info Calls – staff cost per minute/talk time minutes	0.7020	8,596 min.	6,034
Liaison time – cost per hour/hours per year	54.21	52 hrs.	2,819
Fiscal Related – cost per hour/hours per year	62.49	2 hrs.	125
Maintain online user access for 4 users (includes responding to Service Desk calls for resetting passwords) – cost per hour/hours per year	81.55	1 hr.	82
Contract writing, cost research and evaluation, Legal Unit review of contract, Data Privacy Unit review of contract – staff cost per hour/hours per year	89.00	24 hrs.	2,136
SUBTOTAL			\$11,695
SFY 2020 and SFY 2021 ANNUAL Maximum Inter-Agency Expenditures			\$17,717
SFY 2020 and SFY 2021 TOTAL Maximum Inter-Agency Expenditures			\$35,434

Attachment B - Sample Invoice Template

B2202001
DEED
ATTN: FINANCIAL SERVICES
PO BOX 4447
ST PAUL MN 55101-4447



State of Minnesota INVOICE

Customer No: H550100001
Payment Terms: Due in 30
Due Date: February 22, 2020 0000000000
Invoice: January 23, 2020
Invoice Date: To Date: December 31, 2020
From Date: Month 1, 2020
Purchase Order:
Page: 1 of 1

Bill To:
HUMAN SERVICES DEPT
444 LAFAYETTE
ST PAUL MN 55155

AMOUNT DUE: \$4,429.25

For billing questions, please call 651-259-7065

Line	Identifier	LI DATA (IAK%150793)	Quantity	Unit Amt	Original
		Description			Net Amount
			1.00	\$4,429.25	\$4,429.25
Subtotal:					\$4,429.25
Amount Due:					\$4,429.25

Bill To:
HUMAN SERVICES DEPT
444 LAFAYETTE
ST PAUL MN 55155

Customer No: H550100001
Payment Terms: Due in 30
Due Date: February 22, 2019

Address Change? If yes, Check box.
Write correct address on back. → ☐

Amount Due: \$4,429.25

Please Remit To:
DEED
B220000000-001
P.O. BOX 4447
ST. PAUL MN 55101-4447

Amount Remitted

Attachment C

MINNESOTA DEPARTMENT OF HUMAN SERVICES DATA SHARING AGREEMENT

THIS DATA SHARING AGREEMENT, and amendments and supplements thereto ("Agreement"), are between the State of Minnesota, acting through its Department of Human Services, Child Support Division, ("DHS") and the Minnesota Department of Employment and Economic Development (hereinafter "DEED").

RECITALS

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

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

General Description of and purpose for Sharing Protected Information and Expected Outcomes: DHS shall provide information on overdue child support payments so that DEED may withhold unemployment benefits in the amount of the owed funds, and provide those funds to the DHS to satisfy child support obligations.

DHS is permitted to share the Protected Information with DEED pursuant to Minn. Stat. § 256.978, subds. 1 and 2, which guarantees that the DHS is authorized to request information reasonably necessary from the records of all departments, boards, bureaus, or other agencies of this state, which can provide information necessary to locate a person for the purpose of establishing paternity, child support, or to enforce a child support obligation having arrears.

DEED is permitted to share Protected Information pursuant to Minn. Stat. § 268.19, which allows DEED to share private Unemployment Insurance data with the agency responsible for child support enforcement.

The parties therefore agree as follows:

DEFINITIONS

- A. "Agent" means DHS or DEED'S employees, contractors, subcontractors, and other non-employees and representatives.
- B. "Applicable Safeguards" shall mean the state and federal provisions listed in Section 6.1 of this agreement.
- C. "Breach" means a privacy or security incident that results in the compromise of the confidentiality or integrity of Protected Information or a use or disclosure of Protected Information not otherwise permitted by law.
- D. "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of Protected Information by the entity in possession of the Protected Information ,
- E. "Individual" means the person who is the subject of Protected Information.
- F. "Privacy incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in this Agreement.
- G. "Protected Information" means any information that is or will be used by DHS or DEED under this Agreement, and is protected by federal or state privacy laws, statutes, regulations or standards, including those listed in this Agreement. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, such information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- H. "Security incident" means the attempted or successful unauthorized use or the interference with system operations in an information management system or application. Security incident does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized use of Protected Information.
- I. "Use" or "used" means any activity by the parties during the duration of this Agreement involving Protected Information including its creation, collection, access, use, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, disclosure, transmission, or destruction. Use includes any of these activities whether conducted manually or by electronic or computerized means.
- J. "User" means an agent of either party, who has been authorized to use Protected Information.

Next page.

1. Authorized Representatives and Responsible Authority.

- 1.1 DHS.** DHS's authorized representative is Shaneen Moore, Child Support Division Director, (651)-431-4603, or her successor. DEED shall make any notice or contact to DHS required by this Agreement to DHS's authorized representative.
- 1.2 DEED.** DEED's Authorized Representative is Michelle West, Unemployment Insurance Program Specialist, (651) 259-0998, or her successor.
- 1.3 Information Privacy and Security.** DHS's responsible party for the purposes of complying with the Applicable Safeguards in this Agreement is Shaneen Moore (651) 431-4603, Child Support Division Director, or her successor. DEED's responsible party for the purposes of complying with the Applicable Safeguards in this Agreement is Jim Hegman, Deputy Director of Unemployment Insurance, (651) 259-7227, jim.hegman@state.mn.us or his successor.

2. Information Privacy and Security.

DEED and DHS must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either party under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to both parties.

2.1 Compliance with Applicable Safeguards.

- A. State and Federal Safeguards.** The parties acknowledge that the Protected Information to be shared under the terms of this Agreement may be subject to one of the following laws, statutes, regulations, rules, and standards, as applicable ("Applicable Safeguards"). The parties agree to comply with all rules, regulations and laws, including as amended or revised, applicable to the exchange, use and disclosure of data under this Agreement.
1. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
 2. Minnesota Health Records Act (Minn. Stat. §144.291 - 144.298);
 3. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);
 4. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075);
 5. U.S. Privacy Act of 1974;
 6. Computer Matching Requirements (5 U.S.C. 552a);
 7. Social Security Data Disclosure (section 1106 of the Social Security Act);
 8. Disclosure of Information to Federal, State and Local Agencies ("DIFSLA Handbook" Publication 3373);
 9. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260); and
 10. NIST Special Publication 800-53, Revision 4 (NIST.SP.800-53r4).
- B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend this Agreement from time to

time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

2.2 Data Responsibilities of the Parties.

A. Use Limitation.

1. ***Restrictions on use of Protected Information.*** The parties may only use or disclose Protected Information as necessary to fulfill this agreement, or as otherwise required by law, provided that such use or disclosure of Protected Information would not violate other state and federal statutes or regulations that apply to the Protected Information.

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

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

C. Background Review and Reasonable Assurances Required of Agents.

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

D. Ongoing Responsibilities to Safeguard Protected Information.

1. ***Privacy and Security Policies.*** The parties shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards to ensure the privacy and security of the Protected Information.
2. ***Electronic Protected Information.*** The parties shall implement and maintain appropriate safeguards with respect to electronic Protected Information, to prevent the use or disclosure other than as provided for by this Agreement.
3. ***Monitoring Agents.*** The parties shall ensure that any contractor, subcontractor, or other agent to whom a party discloses Protected Information, or whom one of the parties employs or retains to create, receive, use, store, disclose, or transmit

Protected Information on behalf of that party, agrees to the same restrictions and conditions that apply to the parties under this Agreement with respect to such Protected Information.

4. ***Minimum Necessary Access to Protected Information.*** The parties shall ensure that their Agents use only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.
5. ***Training.*** The parties shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of this Agreement.

E. Responding to Privacy Incidents, Security Incidents, and Breaches. The parties will comply with this Section for all protected information shared under this Agreement. Additional obligations for specific kinds of protected information shared under this Agreement are addressed in Section 2.2(F).

1. ***Mitigation of harmful effects.*** Upon discovery of any actual or suspected privacy incident, security incident, or breach, the parties will mitigate, to the extent practicable, any harmful effect of the privacy incident, security incident, or breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected individuals.
2. ***Investigation.*** Upon discovery of any actual or suspected privacy incident, security incident, or breach, the parties will investigate to (1) determine the root cause of the incident, (2) identify individuals affected, (3) determine the specific protected information impacted, and (4) comply with notification and reporting provisions of this Agreement and applicable law.
3. ***Corrective action.*** Upon identifying the root cause of any privacy incident, security incident, or breach, the parties will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, employee sanctions, or revising policies and procedures.
4. ***Notification to individuals and others; costs incurred.***
 - a. ***Protected Information.*** The parties will determine whether notice to data subjects and/or any other external parties regarding any privacy incident or security incident is required by law. If such notice is required by a party, that party will comply with any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05 and 13.055.
 - b. ***Failure to notify.*** If one party fails to notify individual data subjects or other external parties under subparagraphs (a), then that party will reimburse the other party for any costs incurred as a result of the failure to provide notification.
5. ***Obligation to report.*** Upon discovery of a privacy incident, security incident, or breach, the parties will report to the other party in writing as specified in Section 2.2(F).

- a. **Communication with authorized representative.** The parties will send any written reports to, and communicate and coordinate as necessary with, the other party's authorized representative.
 - b. **Cooperation of response.** The parties will cooperate with requests and instructions received from the other party regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the security incident, privacy incident, or breach.
 - c. **Information to respond to inquiries about an investigation.** The parties will, as soon as possible, but not later than forty-eight (48) hours after a request from the other party, provide that party with any reports or information requested by that party related to an investigation of a security incident, privacy incident, or breach.
- 6. **Documentation.** The parties will document actions taken under paragraphs 1 through 5 of this Section, and provide such documentation to the other party upon request.
- F. **Reporting Privacy Incidents, Security Incidents, and Breaches.** The parties will comply with the reporting obligations of this Section as they apply to the kind of protected information involved. The parties will also comply with Section 2.2(E) above in responding to any privacy incident, security incident, or breach.
 - 1. **Other Protected Information.** The parties will report all privacy incidents and security incidents to the other party.
 - a. **Initial report.** The parties will report all other privacy and security incidents to the other party, in writing, within five (5) days of discovery. If a party is unable to complete its investigation of, and response to, a privacy incident or security incident within five (5) days of discovery, then that party will provide the other party with all information under Section 2.2(E), paragraphs 1-4, of this Agreement that are available to the party at the time of the initial report.
 - b. **Final report.** The parties will, upon completion of an investigation of and response to a privacy incident or security incident, or upon the other party's request in accordance with Section 2.2(E), paragraph 5, submit in writing a report documenting all actions taken under Section 2.2(E), paragraphs 1-4, of this agreement.
- G. **Access to Books and Records, Security Audits, and Remediation.** The parties shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all applicable safeguards and the terms of this Agreement.
 - 1. The parties represent that they have audited and will continue to regularly audit the security of the systems and processes used to provide services under this Agreement, including, as applicable, all contracted data centers and cloud computing or hosting services. The parties will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Agreement.

2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, subd. 1(a) and 2(a).
3. The parties agree to make internal practices, books, and records related to their obligations under this Agreement available to the other party, or a designee upon the other party's request, for purposes of conducting a financial or security audit, investigation, or assessment, or to determine compliance with Applicable Safeguards, the terms of this Agreement, and accounting standards.
4. The parties will make and document best efforts to remediate any control deficiencies identified during the course of their own audit(s), or upon request by the other party or other authorized government official(s), in a commercially reasonable timeframe.

H. Documentation Required. Any documentation required by this Agreement, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by the parties, or of other matters pertinent to the execution of this Agreement, must be securely maintained and retained by the parties for a period of six years from the date of expiration or termination of this Agreement, or longer if required by applicable law, after which the documentation must be disposed of consistent with Section 2.5 of this Agreement.

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

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

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

Next page.

2.3 Data Security.

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

2.4 Additional Data Responsibilities.

- A.** The parties shall disclose Protected Information only as authorized by law.
- B.** Each party shall obtain any consents or authorizations that may be necessary for it to disclose Protected Information with the other party.
- C.** Each party shall notify the other party of any limitations that apply to the receiving party's use and disclosure of Protected Information.
- D.** Each party shall refrain from requesting the other party to use or disclose Protected Information in a manner that would violate applicable law or would be impermissible if the use or disclosure were performed by that party.

2.5 Obligation of the Parties Upon Expiration or Cancellation of this Agreement. Upon expiration or termination of this Agreement for any reason:

- A.** In compliance with the procedures in the applicable safeguards, or as otherwise required by applicable industry standards, or directed by the other party, each party shall immediately, destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to the other party all Protected Information that it maintains.
- B.** Each party shall ensure and document that the same action is taken for all Protected Information shared by that party that may be in the possession of its contractors, subcontractors, or agents. Each party and its contractors, subcontractors, or agents shall not retain copies of any Protected Information.
- C.** In the event that a party cannot reasonably or does not return or destroy Protected Information, it shall notify the other party of the specific laws, rules or policies and specific circumstances applicable to its retention, and continue to extend the protections of this Agreement and take all measures possible to limit further uses and disclosures of the client data for so long as the party or its contractors, subcontractors, or agents maintain the Protected Information.

- D. Each party shall document and verify in a report to the other party the disposition of Protected Information. The report shall include at a minimum the following information:
1. A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;
 2. The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to the other party; and
 3. The identity of organization name (if different than the party), and name, address, and phone number, and signature of individual, that performed the activities required by this Section.
- E. Documentation required by this Section shall be made available upon demand by the other party.
- F. Any costs incurred by either party in fulfilling its obligations under this Section will be the sole responsibility of that party.

3. **Liability.** The parties agree that each is independently responsible for complying with statutes, rules, and regulations governing or affecting the collection, storage, use, sharing, disclosure, and dissemination of Protected Information in accordance with Clause 2 Information Privacy and Security. Neither party will be liable for any violation of any provision of applicable laws or the terms of this Agreement indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the other party or its employees or agents. The liability of each party is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

The parties acknowledge that if a party is in violation of this Agreement, or violation of a federal or state statute applicable to Protected Information, the other party may limit, suspend, or terminate the violating party's access to or use of Protected Information.

4. **Severability.** If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
5. **Cancellation.** This Agreement may be canceled by DEED or DHS at any time, with or without cause, upon thirty (30) days written notice to the other party. Notwithstanding the preceding sentence, either party may cancel this Agreement immediately if the other party has breached a material term of this Agreement.

5.1 Cancellation for Lack of Contract Funding. DHS may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to DEED. DHS is not obligated to pay for any services that are provided after notice and effective date of termination. However, DEED will be entitled to payment DHS, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. DHS will not be assessed any penalty if the Agreement is

terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. DHS must provide DEED notice of the lack of funding within a reasonable time of DHS receiving that notice.

5.2 Cancellation for breach. Either party may immediately terminate this Agreement if the other party is in material breach of this Agreement and the moving party determines that cure of the breach is not possible. However, either party may, in its discretion, allow the other party to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful within the time period specified by the moving party, the moving party shall terminate this Agreement.

6. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice of law provisions, governs this Agreement, and amendments and supplements thereto. Without either party waiving its sovereign immunity, venue for all legal proceedings arising out of this Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. Assignment, Amendments, Waiver, Endorsement and Agreement Complete.

7.1 Assignment. The parties may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, approved by the same parties who executed and approved this Agreement, or their successors in office.

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

7.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to enforce it.

7.4 Agreement Complete. This Agreement contains all negotiations and Agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Minnesota Government Data Practices Act, and other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

9. Survival of Terms. The rights and obligations of the parties under this Agreement shall survive the termination of this Agreement for as long as the parties and/or their subcontractors and agents are in possession of Protected Information received from or collected, created, used, maintained, or disclosed on behalf of the other party. The duties and obligations of the parties in Section 2.5 shall survive termination of this Agreement.

10. Not a HIPAA Business Associate Relationship. This Agreement does not create a business associate relationship nor constitute a business associate agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA). If either party believes a business associate relationship might exist with regard to the protected information, and a business associate agreement between the parties has not yet been executed, that party shall immediately notify the other party, and within 10 business days or an alternative period agreed upon in writing, the parties shall meet and confer to determine the need for a business associate agreement. If a business associate relationship exists, the parties will immediately execute a business associate agreement that complies with 45 C.F.R. 164.504(e).

11. Other Provisions. Reserved.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Signature Page Follows

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

APPROVED:

1. DEED:

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

By: Richard Caligiuri

Printed Name: Richard Caligiuri

Title: Director of Unemployment Insurance

Date: 6/17/19

2. DHS:

By: Shaneen Moore

Printed Name: Shaneen Moore

Title: Director, Child Support Division

Date: 6/18/19

Distribution (One fully executed original Agreement each):

Contracting, Procurement & Legal Compliance Division

Agency

DEED

DHS Authorized Representative – (copy)

Minnesota Department of Employment and Economic Development
Data Sharing Agreement

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

Purpose of Agreement

The Department of Human Services, Health Care Eligibility Operations (HCEO) division would like to access DEED's Unemployment Insurance (UI) wage data to help in determining new and ongoing eligibility for Minnesota Health Care Programs (MHCP), specifically MinnesotaCare (MCRE), Minnesota Family Planning Program (MFPP) and Medical Assistance (MA). Approximately one hundred fifty (150) state staff will access this data on a daily basis to examine about 9,000 cases a month. Cases may include all adults in a household and require annual review. As part of the application process HCEO collects personally identifiable information on applicants sufficient to produce a name and Social Security number (SSN) match with UI data.

Recitals

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

General Provisions

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

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

Contract

1 Term of Contract

Effective date: January 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

Expiration date: December 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Duties

DHS will, in general:

- Build access method to wage data in TDW for HCEO staff so that access is limited and auditable
- Data Exchange Agreement (Rev. 3/09) Page 2 of 4
- Use DEED data only as provided in this agreement
- Train all staff with access to DEED data on the rules of use and privacy requirements
- Manage access and use of data and maintain file of signed and DEED-approved data responsibility statements on all staff and contractors with access to DEED data
- Submit files of participant information as specified in this agreement
- Supply DEED with audit logs upon request
- Compensate DEED for the cost of providing data

DEED will, in general:

- Refresh wage data on a weekly basis
- Provide limited assistance with access and use of data
- Allow HCEO staff access to the wage and employer data in TDW sufficient to determine eligibility for MHCP

3 Payment

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

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

DEED will submit invoice to:

Tamara A. Smith
Minnesota Department of Human Services
PO Box 64252, St. Paul, MN 55164-0252

tamara.smith@state.mn.us
Invoices may be sent via SWIFT

DHS will remit timely payment to:

DEED Financial Services
332 Minnesota Street, Suite E200
St. Paul, MN 55101
Reference agreement number **DHS MCRE 13-007**

4 Authorized Representatives

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

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

5 Amendments, Waiver, and Contract Complete

5.1 Amendments

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

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

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

5.3 Contract Complete

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

6 Liability

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

7 Government Data Practices

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

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

Information, regardless of format, will be stored and processed in such a way that prevents unauthorized access, including remote access. Employees and contractors of DHS will be informed of the sensitive nature of the information and proper handling and safeguard procedures. They will be

instructed as to the consequences of improper use and will attest in writing to the policies and procedures regarding confidentiality of the data they receive from DEED.

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

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

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

8 Publicity

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

9 Audit

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

10 Governing Law, Jurisdiction, and Venue

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

11 Termination

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

12 Contract Signatures

DHS-HCEO

By:



Delegated Authority: Marie Zimmerman

Title: Assistant Commissioner

Date:

9/5/19

DEED

By:



Delegated Authority: Blake Chaffee

Title: Chief Financial Officer

Date:

9/10/19

MINNESOTA DEPARTMENT OF HUMAN SERVICES (DHS) – MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (DEED) INTERAGENCY AGREEMENT

Recitals:

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

WHEREAS, the Minnesota Department of Employment and Economic Development (hereinafter the PROVIDING AGENCY - DEED) is empowered to enter into interagency agreements pursuant to Minn. Stat. § 471.59, subd. 10; and

WHEREAS, DEED is responsible, under Minn. Stat. § 116J.401, subd. 2 (a) (18), for administering and supervising of the Minnesota Unemployment Insurance Program; and

WHEREAS, DHS is the state's principal agency providing child support services; and

WHEREAS, Minn. Stat. § 256.978, subds. 1 and 2 provide that in order to locate a person to establish paternity, child support, or to enforce a child support obligation in arrears, DHS is authorized to request information reasonably necessary to the inquiry from the records of all departments, boards, bureaus, or other agencies of this state, which can provide information necessary for that purpose; and

WHEREAS, Minn. Stat. § 268.155, subd. 3, authorizes DEED to deduct and withhold from any unemployment benefits payable to a participant who owes child support obligations the amount of that child support obligation and pay the amount to the public agency responsible for child support to satisfy the participant's child support obligations; and

WHEREAS, Minn. Stat. § 268.155, subd. 5, requires DHS to reimburse DEED for administrative costs incurred by DEED that are associated with the implementation and administration of that subdivision and Minn. Stat. §§ 518A.50 and 518A.53; and

WHEREAS, 42 U.S.C. § 653a(g)(2)(A) and (B), requires states to provide new hire information to the National Directory of New Hires; and

WHEREAS, Minn. Stat. § 16J.401, subd. 2(a)(22) requires DEED to enter into agreements with other departments of the state as necessary; and

WHEREAS, Minn. Stat. § 268.19, subd. 1(A)(4) authorizes DEED to disseminate data gathered from any person under the administration of the Minnesota Unemployment Insurance Law, without the consent of the subject of the data, to the public authority responsible for child support in Minnesota; and

WHEREAS, Title III, Section 303 (e)(I) of the Social Security Act requires State Unemployment Insurance agencies to disclose, upon request and on a reimbursable basis, wage information to an agency responsible for child support enforcement for the purpose of establishing and collecting child support obligations from, and locating, individuals owing such obligations; and

WHEREAS, Title III, Section 303 (h)(1) of the Social Security Act requires State Unemployment Insurance agencies to disclose quarterly wage and benefit information to the U.S. Department of Health and Human Services for the National Directory of New Hires.

NOW, THEREFORE, it is agreed:

1. AGREEMENT DEFINITIONS

For purposes of this AGREEMENT, the following definitions apply:

- A. **Unemployment Benefits.** Any unemployment insurance benefits payable under state law and any unemployment compensation benefits payable under federal law administered by DEED. This includes, but is not limited to, Federal Emergency Unemployment Compensation (EUC), Federal-State Extended Benefits (EB), Federal Additional Compensation (FAC), and Special State Emergency Unemployment Compensation (SSEUC) and any future benefit payment programs.
- B. **Wage Reporting.** Quarterly report made to DEED of wages paid in covered employment to each employee by employers required to do so under Minn. Stat. § 268.044.
- C. **New Hire Reporting Data.** Information gathered by each state from employers regarding newly hired employees that is submitted to and maintained by the U.S. Department of Health and Human Services.
- D. **DEED/DHS INTERFACE.** An electronic medium that allows the automatic exchange of information between DHS and DEED. This information may include record type, a case participant's name, Social Security Number(SSN), address, date of birth, weekly unemployment benefit's benefit amount, county code, total benefits paid, week filed, hours worked in quarter, date of last payment, names of employers, employer's address, year, quarter and amount of wages paid, claim date, claim ID, claim type, last week paid date, returned to work employer number, date returned to work, week ending date, monthly benefit amount, authorized amount, distribution recipient, distribution amount, date paid, intercept type, state EIN, federal EIN, employer address type. Currently, MNIT Services is the intermediary for data exchanges.
- E. **Local Child Support Agency.** The public authority responsible for child support enforcement.
- F. **Electronic Funds Transfer (EFT).** The transfer of funds by electronic means. In the process of sending child support payments to the Minnesota Child Support Payment Center (CSPC), EFT is in the form of an Automated Clearing House (ACH) formatted file that includes a batch record, a detail record, and Deduction (DED) addenda recorded through the ACH network and received at the CSPC Bank. The formats for the transfer can be in the form of a Cash Concentration or Disbursement (CCD+) plus addenda record or in the form of a Corporate Trade Exchange (CTX) without any ANSI X12 820 data. Currently, payments and a breakdown of the detail are sent to DEED's bank vendor and the bank forwards the detail to DHS.
- G. **EFT Transaction.** A single payment as provided in each DED formatted addenda record.
- H. **Automatic Clearing House (ACH).** A nationwide electronic funds transfer network which enables participating financial institutions to distribute electronic credit and debit entries to bank accounts and to settle such entries. The ACH network acts as the central clearing facility for all Electronic Fund Transfer (EFT) transactions that occur nationwide.

- I. **Federal Information Processing Standards (FIPS) Code.** For the purpose of this Agreement, FIPS codes are the standardized alphanumeric codes developed by the United States Secretary of Commerce to identify specific geographic regions, including the five digit codes used to identify Minnesota Counties.

2. PURPOSE

This agreement provides that:

- A. DEED will deduct child support obligations from unemployment benefits payable to an UI participant who owes child support and transfer that amount to DHS.
- B. DEED will match information generated through an electronic interface (hereinafter "DEED/DHS INTERFACE") from DHS against the Unemployment Insurance (UI) System database and provide DHS an electronic file of specific UI Benefit and Wage data.
- C. DHS will assist in the transfer of information from DEED to the Federal Parent Locator Service.
- D. DHS will assist in the transfer of information from DEED to the Department of Health and Human Services National Directory of New Hires and make returned data available to DEED.
- E. DEED will provide online access to the UI System to four DHS staff to respond to county worker requests for immediate verification of unemployment data for expedited process and contempt hearings.
- F. DHS will reimburse DEED for administrative costs at the rates specified in **Attachment B**, attached hereto and incorporated herein by this reference.

3. DUTIES:

3.1 DEED Duties:

DEED shall:

- A. Use the information obtained from DHS only for the purposes of administering the Minnesota Unemployment Insurance Law, Minn. Stat. § 268.001 to § 268.23.
- B. Match information generated through the DEED/DHS INTERFACE that may include, but is not limited to: record type, UI participant's name, social security number, address, city, state, zip, date of birth, weekly benefit amount, county code, total benefits paid, week paid, hours worked in quarter, date of last payment, names of employers, employer's address, year and quarter and amount of wages paid.
- C. Provide no more than four (4) DHS state office staff members with direct online access to DEED's UI data for the purpose of administering the Child Support Enforcement Program under Title IV-D of the Social Security Act. Jim Hegman, Deputy Director of Unemployment Insurance, (651) 259-7227, jim.hegman@state.mn.us or his successor shall be the DEED contact for establishing and modifying this access. This access will be used to respond to urgent (not the typical process) county worker requests for immediate verification of unemployment data for expedited process and contempt hearings.

- D. Maintain an electronic cross match file of data provided by DHS, including the social security number and the UI participant identification number, for participants on child support cases enforced by the State of Minnesota itself or through a local child support office in the state. DEED must provide DHS, via the DEED/DHS INTERFACE, with an electronic file containing data for each requested UI participant who has an active unemployment benefits account and who has a record in the cross match file. DEED must also accept, via the DEED/DHS INTERFACE, data from DHS sufficient to set up and maintain a child support withholding record so that proper deductions from a UI participant's unemployment benefits may be made. Frequency of all file exchanges will be agreed upon by both parties and will include daily, weekly and monthly exchanges.
- E. Remit any child support deducted from a UI participant's payment to DHS via ACH. Remittance details, including amounts withheld from each individual's UI benefit will be included in the ACH transmittal file.
- F. Notify the UI participant of a child support deduction and remittance at the time the deduction takes place through their online UI account.
- G. Promptly correct any errors that may arise in this process.
 - 1. If DEED deducted or withheld from the unemployment benefits payable to a UI participant a greater amount than it should have deducted or withheld as a result of an error by either DEED or DHS, any erroneously deducted and withheld payment must be made directly to the UI participant by DHS.
 - 2. If DEED deducted or withheld from the unemployment benefit payable to a UI participant a lesser amount than it should have deducted or withheld as a result of an error by either DEED or DHS, DEED must promptly update its records to the correct amount as directed by DHS so that future withholdings will be correct.
 - 3. DEED is not liable for reimbursement to DHS, the child support participant or the UI participant for deductions that were less than they should have been.
 - 4. DEED may not deem a UI participant overpaid or otherwise seek to recoup payment from a UI participant on behalf of DHS or child support participant if a deduction was made for an amount less than it should have been.
- H. At DEED's discretion, suspend services in the event of an emergency or breach of security with immediate notice to DHS, but DEED must resume services at the earliest possible time.
- I. Provide thirty six (36) weeks of unemployment insurance benefit data associated with a UI participant upon receipt of DHS request.
- J. Provide sixteen (16) quarters of wage data associated with a UI participant upon receipt of DHS request.
- K. Send requests for corrections or fixes to the DEED/DHS INTERFACE to the other Department's authorized representative in writing. The two Departments will then

determine the source of the problem. If the Department determined responsible will be unable to implement the solution within ninety (90) business days, a written "action plan" shall be developed and approved by the Department's authorized representative.

- L. Ensure the most recent county FIPS code intercept value sent by DHS is updated in the DEED database.
- M. In the event of major policy or technology changes to the DEED-DHS interface, DEED will provide in advance to DHS a detailed statement in writing of the changes, an estimated time schedule for the changes, and completion criteria for any work that needs to be performed.
- N. DEED agrees to use reasonable efforts to ensure that the data provided is accurate. However, DHS acknowledges that the information provided by DEED under the terms of this Agreement may contain inaccuracies because of errors made by employers in their reports to DEED, inaccurate input of data, software/computer problems or other causes whether known or unknown. DEED shall not be responsible or liable for any errors contained in such data.

3.2. DHS, Child Support Division DUTIES:

DHS, Child Support Division shall:

- A. Request information daily, or as agreed upon by the parties, via the DEED/DHS INTERFACE to obtain information about a child support obligor's employment and/or unemployment benefits.
- B. Guarantee the reimbursement of any unemployment benefits erroneously deducted and withheld from a child support obligor which were paid to DHS. Said payments shall be made by DHS directly to the person from whom the benefits were erroneously withheld.
- C. Assist in transferring information from DEED to the U.S. Department of Health and Human Services National Directory of New Hires and make returned data available to DEED.
- D. Assist in transferring information from DEED to the Federal Parent Locator Service.
- E. Maintain procedures to perform services required by this Agreement. The procedures are subject to revision by mutual agreement as experience, legislative changes, or capabilities demonstrate the need for modifications.
- F. Use the information obtained through DEED only to the extent necessary to enforce the requirements of Minn. Stat. §§ 256.978, 256.998, and 268.155. This information may be disclosed only for the purposes required by Federal or State law or and in accordance with Section XII Information Privacy Protection.
- G. Ensure that all information received from DEED is physically secure from access by unauthorized persons. Precautions must be taken to ensure that only authorized personnel are given access to on-line files and that they understand their obligation related to authorized use, sharing of data and storage, retention and destruction of data.

- H. Ensure that no information received from DEED is released to any other agency without the written consent of DEED. Information may be shared within the Department of Human Services, local child support agencies, and with state and local welfare agencies pursuant to Minn. Stat. §§ 13.46, subdivision 2(7), 268.19, subdivisions (4) and 1(a)(10); and 256.998, subdivisions 7 and 10.
- I. Exchange information or grant access to information for the sole purpose of performing the child support duties of DHS.

Information may be exchanged or provided:

- a. to entities under contract with DHS, and/or
 - b. to an entity under contract with a public authority responsible for child support enforcement.
- J. Allow DEED to make onsite inspections of DHS offices and entities under contract with DHS that receive DEED data to ensure that the policies and requirements defined in this Agreement are being met. This access will be granted upon DHS receiving three (3) business days of notice from DEED.

- K. Name a liaison to act as the contact between DHS and DEED.

- L. Requests for corrections or fixes to the DEED/DHS INTERFACE will be sent to the other Department's authorized representative in writing. The two Departments will then determine the source of the problem. If the Department determined responsible is unable to implement the solution within ninety (90) business days, a written "action plan" shall be developed and approved by the Department's authorized representative.

1) Kristen Brolsma, Child Support Supervisor, (651) 431-4573, Kristen.Brolsma@state.mn.us
or

2) Shauna Hoelscher, Child Support Enforcement Lead (651) 431-3685,
Shauna.L.Hoelscher@state.mn.us

or their successors shall be the DHS contacts for coordinating DHS staff access to DEED's online unemployment insurance data as anticipated in Clause III, paragraph C of this agreement.

To request changes to access, DHS will notify the DEED contact specified in Clause 3.1, Paragraph C and send a completed "Minnesota UI System Application Access Request for MN Department of Human Services." DHS will also provide the name of the person whose access is being replaced (if any) to MN.IT Services as a service ticket. Should access policies and procedures change, the most current policies and procedures will be followed.

4. CONSIDERATION AND TERMS OF PAYMENT

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

All services performed by DEED under this agreement must be paid for by DHS according to Attachments A and B, which are incorporated into this agreement and attached hereto.

Total expenditures for this agreement may not exceed **Thirty Five Thousand, Four Hundred Thirty Four Dollars and no/100 (\$35,434.00).**

4.2 Terms of Payment. Payment shall be made by DHS within 30 (thirty) calendar days after DEED has presented invoices for services provided to DHS, and invoice has been accepted by DHS.

- A. No payment will be made without the presentation of an accurate invoice. DEED will submit invoices to DHS on a quarterly basis in the amount of **Four Thousand, Four Hundred Twenty Nine Dollars and 25/100 (\$4,429.25)** as per the following schedule:

Quarterly Service Period	Invoice Due Date
July through September	October 31 st
October through December	January 30 th
January through March	April 30 th
April through June	July 30 th

For each STATE fiscal year, the last quarter's invoice is requested as soon as possible to assist budget management, up to thirty days following the end of the service period.

- B. Invoices must be submitted in a format substantially similar as displayed in Attachment B, Sample Invoice Form.
- C. Email invoices to Linda Koskela at linda.koskela@state.mn.us; CC to Matthew Hanson at matthew.hanson@state.mn.us or their successors.

Invoices may be mailed to:

Linda Koskela, Contracts Management Analyst
Operations and Grants Management
Child Support Division/CFS
PO Box 64946
444 Lafayette Rd.
St. Paul, MN 55164-0946

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

6. Terms of Agreement. This agreement shall be effective on **July 1, 2019**, or the date that the REQUESTING AGENCY obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later, and shall remain in effect through **June 30, 2021**, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

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

8. Authorized Representatives. DEED'S authorized representative for the purposes of administration of this agreement is Michelle West, (651-259-0998, michelle.west@state.mn.us) or her successor. DHS'S authorized representative for the purposes of administration of this agreement is Shaneen Moore, Child Support Division Director (651-431-4603, Shaneen.moore@state.mn.us) or her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

9. Assignment. Neither agency shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

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

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

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

13. Other Provisions. None

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Signature Page Follows

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

APPROVED:

1. DHS ENCUMBRANCE VERIFICATION

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

By: *Jonith DeLeonico*

Date: *6/10/2019*

SWIFT Contract No: **IAK%150793**

SWIFT PO #: *3-68588*

2. PROVIDING AGENCY - DEED

By: *Richard Caligini*

Title: *Director, Unemployment Insurance*

Date: *6/17/19*

3. REQUESTING AGENCY - DHS

By: *Shane Moore*

With delegated authority

Title: *Director, Child Support Director*

Date: *6/18/19*

Distribution:

Requesting Agency - DHS – Original (fully executed) contract

Providing Agency - DEED

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

ATTACHMENT A**Administrative Payment Schedule**

July 1, 2019 through June 30, 2021

(SFY2020 – SFY2021)

1. DHS must compensate DEED for actual costs incurred in performing the duties listed in the Payment Schedule chart below
2. The total obligation of DHS for all compensation and reimbursement to DEED under this agreement may not exceed \$17,717 per STATE fiscal year.

Expenditure Type	Rate	Estimated Quantity	Estimated Total Costs (per year, rounded)
1. Bank Costs			
Daily ACH Originated on US item /day	0.0075	256 days	2
Daily ACH Process Run /day	2.5562	256 days	654
ACH originated Addenda (# of EFTs) – cost per payment transaction/number of payments	0.005	173,757 payments	869
SUBTOTAL			\$1,525
2. Computer Costs			
746-Mainframe - Database - DB2 time (per 1000 units)	0.0575	35,113	2,019
752-Mainframe - Mainframe Specialty Processor (per 1000 units)	0.0062	165	1
748-Mainframe - Disk Storage (gigabyte per day)	0.2428	31	8
Computer staff (program, network, job scheduler) – cost per hr/hours per year	76.55	35 hrs.	2,679
SUBTOTAL			\$4,707
3. Other Staff/Additional Costs			
Set-up Info Calls – 800# cost per minute/talk time+ IVR minutes	0.0440	6,561 min.	289
Set-up Info Calls – staff cost per minute/talk time minutes	0.7020	8,596 min.	6,034
Liaison time – cost per hour/hours per year	54.21	52 hrs.	2,819
Fiscal Related – cost per hour/hours per year	62.49	2 hrs.	125
Maintain online user access for 4 users (includes responding to Service Desk calls for resetting passwords) – cost per hour/hours per year	81.55	1 hr.	82
Contract writing, cost research and evaluation, Legal Unit review of contract, Data Privacy Unit review of contract – staff cost per hour/hours per year	89.00	24 hrs.	2,136
SUBTOTAL			\$11,695
SFY 2020 and SFY 2021 ANNUAL Maximum Inter-Agency Expenditures			\$17,717
SFY 2020 and SFY 2021 TOTAL Maximum Inter-Agency Expenditures			\$35,434

Attachment B - Sample Invoice Template

B2202001
DEED
ATTN: FINANCIAL SERVICES
PO BOX 4447
ST PAUL MN 55101-4447



State of Minnesota INVOICE

Customer No: H550100001
Payment Terms: Due in 30
Due Date: February 22, 2020 0000000000
Invoice: January 23, 2020
Invoice Date: To Date: December 31, 2020
From Date: Month 1, 2020
Purchase Order:
Page: 1 of 1

Bill To:
HUMAN SERVICES DEPT
444 LAFAYETTE
ST PAUL MN 55155

AMOUNT DUE: \$4,429.25

For billing questions, please call 651-259-7065

Line	Identifier	LI DATA (IAK%150793)	Quantity	Unit Amt	Original
		Description			Net Amount
			1.00	\$4,429.25	\$4,429.25
Subtotal:					\$4,429.25
Amount Due:					\$4,429.25

Bill To:
HUMAN SERVICES DEPT
444 LAFAYETTE
ST PAUL MN 55155

Customer No: H550100001
Payment Terms: Due in 30
Due Date: February 22, 2019

Address Change? If yes, Check box.
Write correct address on back. → ☐

Amount Due: \$4,429.25

Please Remit To:
DEED
B220000000-001
P.O. BOX 4447
ST. PAUL MN 55101-4447

Amount Remitted

Attachment C

MINNESOTA DEPARTMENT OF HUMAN SERVICES DATA SHARING AGREEMENT

THIS DATA SHARING AGREEMENT, and amendments and supplements thereto ("Agreement"), are between the State of Minnesota, acting through its Department of Human Services, Child Support Division, ("DHS") and the Minnesota Department of Employment and Economic Development (hereinafter "DEED").

RECITALS

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

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

General Description of and purpose for Sharing Protected Information and Expected Outcomes: DHS shall provide information on overdue child support payments so that DEED may withhold unemployment benefits in the amount of the owed funds, and provide those funds to the DHS to satisfy child support obligations.

DHS is permitted to share the Protected Information with DEED pursuant to Minn. Stat. § 256.978, subds. 1 and 2, which guarantees that the DHS is authorized to request information reasonably necessary from the records of all departments, boards, bureaus, or other agencies of this state, which can provide information necessary to locate a person for the purpose of establishing paternity, child support, or to enforce a child support obligation having arrears.

DEED is permitted to share Protected Information pursuant to Minn. Stat. § 268.19, which allows DEED to share private Unemployment Insurance data with the agency responsible for child support enforcement.

The parties therefore agree as follows:

DEFINITIONS

- A. "Agent" means DHS or DEED'S employees, contractors, subcontractors, and other non-employees and representatives.
- B. "Applicable Safeguards" shall mean the state and federal provisions listed in Section 6.1 of this agreement.
- C. "Breach" means a privacy or security incident that results in the compromise of the confidentiality or integrity of Protected Information or a use or disclosure of Protected Information not otherwise permitted by law.
- D. "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of Protected Information by the entity in possession of the Protected Information ,
- E. "Individual" means the person who is the subject of Protected Information.
- F. "Privacy incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in this Agreement.
- G. "Protected Information" means any information that is or will be used by DHS or DEED under this Agreement, and is protected by federal or state privacy laws, statutes, regulations or standards, including those listed in this Agreement. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, such information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- H. "Security incident" means the attempted or successful unauthorized use or the interference with system operations in an information management system or application. Security incident does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized use of Protected Information.
- I. "Use" or "used" means any activity by the parties during the duration of this Agreement involving Protected Information including its creation, collection, access, use, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, disclosure, transmission, or destruction. Use includes any of these activities whether conducted manually or by electronic or computerized means.
- J. "User" means an agent of either party, who has been authorized to use Protected Information.

Next page.

1. Authorized Representatives and Responsible Authority.

- 1.1 DHS.** DHS's authorized representative is Shaneen Moore, Child Support Division Director, (651)-431-4603, or her successor. DEED shall make any notice or contact to DHS required by this Agreement to DHS's authorized representative.
- 1.2 DEED.** DEED's Authorized Representative is Michelle West, Unemployment Insurance Program Specialist, (651) 259-0998, or her successor.
- 1.3 Information Privacy and Security.** DHS's responsible party for the purposes of complying with the Applicable Safeguards in this Agreement is Shaneen Moore (651) 431-4603, Child Support Division Director, or her successor. DEED's responsible party for the purposes of complying with the Applicable Safeguards in this Agreement is Jim Hegman, Deputy Director of Unemployment Insurance, (651) 259-7227, jim.hegman@state.mn.us or his successor.

2. Information Privacy and Security.

DEED and DHS must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either party under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to both parties.

2.1 Compliance with Applicable Safeguards.

- A. State and Federal Safeguards.** The parties acknowledge that the Protected Information to be shared under the terms of this Agreement may be subject to one of the following laws, statutes, regulations, rules, and standards, as applicable ("Applicable Safeguards"). The parties agree to comply with all rules, regulations and laws, including as amended or revised, applicable to the exchange, use and disclosure of data under this Agreement.
1. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
 2. Minnesota Health Records Act (Minn. Stat. §144.291 - 144.298);
 3. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);
 4. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075);
 5. U.S. Privacy Act of 1974;
 6. Computer Matching Requirements (5 U.S.C. 552a);
 7. Social Security Data Disclosure (section 1106 of the Social Security Act);
 8. Disclosure of Information to Federal, State and Local Agencies ("DIFSLA Handbook" Publication 3373);
 9. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260); and
 10. NIST Special Publication 800-53, Revision 4 (NIST.SP.800-53r4).
- B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend this Agreement from time to

time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

2.2 Data Responsibilities of the Parties.

A. Use Limitation.

1. ***Restrictions on use of Protected Information.*** The parties may only use or disclose Protected Information as necessary to fulfill this agreement, or as otherwise required by law, provided that such use or disclosure of Protected Information would not violate other state and federal statutes or regulations that apply to the Protected Information.

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

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

C. Background Review and Reasonable Assurances Required of Agents.

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

D. Ongoing Responsibilities to Safeguard Protected Information.

1. ***Privacy and Security Policies.*** The parties shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards to ensure the privacy and security of the Protected Information.
2. ***Electronic Protected Information.*** The parties shall implement and maintain appropriate safeguards with respect to electronic Protected Information, to prevent the use or disclosure other than as provided for by this Agreement.
3. ***Monitoring Agents.*** The parties shall ensure that any contractor, subcontractor, or other agent to whom a party discloses Protected Information, or whom one of the parties employs or retains to create, receive, use, store, disclose, or transmit

Protected Information on behalf of that party, agrees to the same restrictions and conditions that apply to the parties under this Agreement with respect to such Protected Information.

4. **Minimum Necessary Access to Protected Information.** The parties shall ensure that their Agents use only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.
5. **Training.** The parties shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of this Agreement.

E. Responding to Privacy Incidents, Security Incidents, and Breaches. The parties will comply with this Section for all protected information shared under this Agreement. Additional obligations for specific kinds of protected information shared under this Agreement are addressed in Section 2.2(F).

1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected privacy incident, security incident, or breach, the parties will mitigate, to the extent practicable, any harmful effect of the privacy incident, security incident, or breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected individuals.
2. **Investigation.** Upon discovery of any actual or suspected privacy incident, security incident, or breach, the parties will investigate to (1) determine the root cause of the incident, (2) identify individuals affected, (3) determine the specific protected information impacted, and (4) comply with notification and reporting provisions of this Agreement and applicable law.
3. **Corrective action.** Upon identifying the root cause of any privacy incident, security incident, or breach, the parties will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, employee sanctions, or revising policies and procedures.
4. **Notification to individuals and others; costs incurred.**
 - a. **Protected Information.** The parties will determine whether notice to data subjects and/or any other external parties regarding any privacy incident or security incident is required by law. If such notice is required by a party, that party will comply with any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05 and 13.055.
 - b. **Failure to notify.** If one party fails to notify individual data subjects or other external parties under subparagraphs (a), then that party will reimburse the other party for any costs incurred as a result of the failure to provide notification.
5. **Obligation to report.** Upon discovery of a privacy incident, security incident, or breach, the parties will report to the other party in writing as specified in Section 2.2(F).

- a. **Communication with authorized representative.** The parties will send any written reports to, and communicate and coordinate as necessary with, the other party's authorized representative.
 - b. **Cooperation of response.** The parties will cooperate with requests and instructions received from the other party regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the security incident, privacy incident, or breach.
 - c. **Information to respond to inquiries about an investigation.** The parties will, as soon as possible, but not later than forty-eight (48) hours after a request from the other party, provide that party with any reports or information requested by that party related to an investigation of a security incident, privacy incident, or breach.
- 6. **Documentation.** The parties will document actions taken under paragraphs 1 through 5 of this Section, and provide such documentation to the other party upon request.
- F. **Reporting Privacy Incidents, Security Incidents, and Breaches.** The parties will comply with the reporting obligations of this Section as they apply to the kind of protected information involved. The parties will also comply with Section 2.2(E) above in responding to any privacy incident, security incident, or breach.
 - 1. **Other Protected Information.** The parties will report all privacy incidents and security incidents to the other party.
 - a. **Initial report.** The parties will report all other privacy and security incidents to the other party, in writing, within five (5) days of discovery. If a party is unable to complete its investigation of, and response to, a privacy incident or security incident within five (5) days of discovery, then that party will provide the other party with all information under Section 2.2(E), paragraphs 1-4, of this Agreement that are available to the party at the time of the initial report.
 - b. **Final report.** The parties will, upon completion of an investigation of and response to a privacy incident or security incident, or upon the other party's request in accordance with Section 2.2(E), paragraph 5, submit in writing a report documenting all actions taken under Section 2.2(E), paragraphs 1-4, of this agreement.
- G. **Access to Books and Records, Security Audits, and Remediation.** The parties shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all applicable safeguards and the terms of this Agreement.
 - 1. The parties represent that they have audited and will continue to regularly audit the security of the systems and processes used to provide services under this Agreement, including, as applicable, all contracted data centers and cloud computing or hosting services. The parties will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Agreement.

2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, subd. 1(a) and 2(a).
3. The parties agree to make internal practices, books, and records related to their obligations under this Agreement available to the other party, or a designee upon the other party's request, for purposes of conducting a financial or security audit, investigation, or assessment, or to determine compliance with Applicable Safeguards, the terms of this Agreement, and accounting standards.
4. The parties will make and document best efforts to remediate any control deficiencies identified during the course of their own audit(s), or upon request by the other party or other authorized government official(s), in a commercially reasonable timeframe.

H. Documentation Required. Any documentation required by this Agreement, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by the parties, or of other matters pertinent to the execution of this Agreement, must be securely maintained and retained by the parties for a period of six years from the date of expiration or termination of this Agreement, or longer if required by applicable law, after which the documentation must be disposed of consistent with Section 2.5 of this Agreement.

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

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

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

Next page.

2.3 Data Security.

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

2.4 Additional Data Responsibilities.

- A.** The parties shall disclose Protected Information only as authorized by law.
- B.** Each party shall obtain any consents or authorizations that may be necessary for it to disclose Protected Information with the other party.
- C.** Each party shall notify the other party of any limitations that apply to the receiving party's use and disclosure of Protected Information.
- D.** Each party shall refrain from requesting the other party to use or disclose Protected Information in a manner that would violate applicable law or would be impermissible if the use or disclosure were performed by that party.

2.5 Obligation of the Parties Upon Expiration or Cancellation of this Agreement. Upon expiration or termination of this Agreement for any reason:

- A.** In compliance with the procedures in the applicable safeguards, or as otherwise required by applicable industry standards, or directed by the other party, each party shall immediately, destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to the other party all Protected Information that it maintains.
- B.** Each party shall ensure and document that the same action is taken for all Protected Information shared by that party that may be in the possession of its contractors, subcontractors, or agents. Each party and its contractors, subcontractors, or agents shall not retain copies of any Protected Information.
- C.** In the event that a party cannot reasonably or does not return or destroy Protected Information, it shall notify the other party of the specific laws, rules or policies and specific circumstances applicable to its retention, and continue to extend the protections of this Agreement and take all measures possible to limit further uses and disclosures of the client data for so long as the party or its contractors, subcontractors, or agents maintain the Protected Information.

- D. Each party shall document and verify in a report to the other party the disposition of Protected Information. The report shall include at a minimum the following information:
1. A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;
 2. The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to the other party; and
 3. The identity of organization name (if different than the party), and name, address, and phone number, and signature of individual, that performed the activities required by this Section.
- E. Documentation required by this Section shall be made available upon demand by the other party.
- F. Any costs incurred by either party in fulfilling its obligations under this Section will be the sole responsibility of that party.

3. **Liability.** The parties agree that each is independently responsible for complying with statutes, rules, and regulations governing or affecting the collection, storage, use, sharing, disclosure, and dissemination of Protected Information in accordance with Clause 2 Information Privacy and Security. Neither party will be liable for any violation of any provision of applicable laws or the terms of this Agreement indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the other party or its employees or agents. The liability of each party is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

The parties acknowledge that if a party is in violation of this Agreement, or violation of a federal or state statute applicable to Protected Information, the other party may limit, suspend, or terminate the violating party's access to or use of Protected Information.

4. **Severability.** If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
5. **Cancellation.** This Agreement may be canceled by DEED or DHS at any time, with or without cause, upon thirty (30) days written notice to the other party. Notwithstanding the preceding sentence, either party may cancel this Agreement immediately if the other party has breached a material term of this Agreement.

5.1 Cancellation for Lack of Contract Funding. DHS may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to DEED. DHS is not obligated to pay for any services that are provided after notice and effective date of termination. However, DEED will be entitled to payment DHS, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. DHS will not be assessed any penalty if the Agreement is

terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. DHS must provide DEED notice of the lack of funding within a reasonable time of DHS receiving that notice.

5.2 Cancellation for breach. Either party may immediately terminate this Agreement if the other party is in material breach of this Agreement and the moving party determines that cure of the breach is not possible. However, either party may, in its discretion, allow the other party to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful within the time period specified by the moving party, the moving party shall terminate this Agreement.

6. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice of law provisions, governs this Agreement, and amendments and supplements thereto. Without either party waiving its sovereign immunity, venue for all legal proceedings arising out of this Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. Assignment, Amendments, Waiver, Endorsement and Agreement Complete.

7.1 Assignment. The parties may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, approved by the same parties who executed and approved this Agreement, or their successors in office.

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

7.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to enforce it.

7.4 Agreement Complete. This Agreement contains all negotiations and Agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Minnesota Government Data Practices Act, and other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

9. Survival of Terms. The rights and obligations of the parties under this Agreement shall survive the termination of this Agreement for as long as the parties and/or their subcontractors and agents are in possession of Protected Information received from or collected, created, used, maintained, or disclosed on behalf of the other party. The duties and obligations of the parties in Section 2.5 shall survive termination of this Agreement.

10. Not a HIPAA Business Associate Relationship. This Agreement does not create a business associate relationship nor constitute a business associate agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA). If either party believes a business associate relationship might exist with regard to the protected information, and a business associate agreement between the parties has not yet been executed, that party shall immediately notify the other party, and within 10 business days or an alternative period agreed upon in writing, the parties shall meet and confer to determine the need for a business associate agreement. If a business associate relationship exists, the parties will immediately execute a business associate agreement that complies with 45 C.F.R. 164.504(e).

11. Other Provisions. Reserved.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Signature Page Follows

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

APPROVED:

1. DEED:

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

By: Richard Caligiuri

Printed Name: Richard Caligiuri

Title: Director of Unemployment Insurance

Date: 6/17/19

2. DHS:

By: Shaneen Moore

Printed Name: Shaneen Moore

Title: Director, Child Support Division

Date: 6/18/19

Distribution (One fully executed original Agreement each):

Contracting, Procurement & Legal Compliance Division

Agency

DEED

DHS Authorized Representative – (copy)

13
⑪

STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES
INTERAGENCY AGREEMENT

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

Recitals:

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

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

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

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

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

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

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

WHA
19

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

Originator of agreement, complete this section:

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

Proposed Start Date: 4/1/2019

Proposed End Date: 12/31/2019

SFY__ - SWIFT FinDeptID: H55EB _____ \$ _____ amount

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

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

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

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

Contract Coordinator, complete this section:

SWIFT Vendor # for Other State Agency: B220000000

SWIFT Contract #: IAK % 155044

SWIFT Purchase Order #: 3000068175

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

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

48
8

DEED Data Exchange Agreement – DHS HCEO 11-005

Minnesota Department of Employment and Economic Development Data Sharing Agreement

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

Purpose of Agreement

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

Recitals

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

General Provisions

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

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

Contract

11 - 2019

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

Originator of agreement, complete this section:

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

Proposed Start Date: 10/ 1/ 2018

Proposed End Date: 9/30/2020

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

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

SFY__ - SWIFT FinDeptID: H55EB__ \$__ amount

SFY__ - SWIFT FinDeptID: H55EB__ \$__ amount

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

Contract Coordinator, complete this section:

SWIFT Vendor # for Other State Agency: _____

SWIFT Contract #: IAK % 153359

SWIFT Purchase Order #: 3000067584

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

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

107
J

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

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

RECITALS

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

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

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

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

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

The Parties therefore agree as follows:

AGREEMENT

1. Term of Contract.

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

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

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

2 Scope of Work

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

3 Consideration and Payment

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

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

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

4 Conditions of Payment

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

5 Authorized Representatives

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

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

Interagency Agreement

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

Recitals

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

1.1 DUTIES OF DEED AND BCA

A. Under this agreement, DEED will:

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

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

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

B. Under this agreement, BCA will:

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

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

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

C. Discretion:

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

2.1 CONSIDERATION AND TERMS OF PAYMENT

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

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

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

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

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

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

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

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

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

10.1 INFORMATION PRIVACY PROTECTION

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

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

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

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

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

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

E. General provisions. BCA and DEED must:

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

F. Responding to Security Incidents and Data Breaches.

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

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

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

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

11.1 OTHER PROVISIONS.

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

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: Hedi Warwick

Date: 6/5/2017

Purchase Order #: SC 125729 PR 29523
PO 3000297364

2. BUREAU OF CRIMINAL APPREHENSION

By: [Signature]

Designee

Drew Evans, Superintendent

Title: _____

Date: _____

6/20/17

3. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: _____

James R. Heyer

Title: Deputy UI Division Director

Date: _____

6/20/2017

1. The first part of the document
describes the general situation
of the country and the
state of the economy.
It also mentions the
political situation and
the role of the government.

2. The second part of the document
describes the social situation
and the role of the
population. It also
mentions the role of the
government in the
social sector.

3. The third part of the document
describes the cultural situation
and the role of the
population. It also
mentions the role of the
government in the
cultural sector.

4. The fourth part of the document
describes the environmental situation
and the role of the
population. It also
mentions the role of the
government in the
environmental sector.

5. The fifth part of the document
describes the international situation
and the role of the
population. It also
mentions the role of the
government in the
international sector.

6. The sixth part of the document
describes the future of the country
and the role of the
population. It also
mentions the role of the
government in the
future.

7. The seventh part of the document
describes the conclusion of the document
and the role of the
population. It also
mentions the role of the
government in the
conclusion.

8. The eighth part of the document
describes the annexes of the document
and the role of the
population. It also
mentions the role of the
government in the
annexes.

9. The ninth part of the document
describes the bibliography of the document
and the role of the
population. It also
mentions the role of the
government in the
bibliography.

10. The tenth part of the document
describes the index of the document
and the role of the
population. It also
mentions the role of the
government in the
index.

1st National Bank Building
332 Minnesota Street, Suite E-200
Saint Paul, MN 55101-1351
Telephone: 651.259.7880
E-mail Address: Christina.Kennedy@state.mn.us

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

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

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Michael Muff

Date: 09/10/2015

SWIFT Purchase Order No.: 3-222507

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

By: [Signature]

(With delegated authority)

Title: Drew Evans - Assistant Superintendent

Date: 09/28/15

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

By: Jessie Lehoucq-Hotula

(With delegated authority)

Title: DDS Director

Date: 09/28/15

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

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

2. Duties.

2.1 DEED shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

1. Requesting Agency Encumbrance Verification

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

By: Don An Tucc

Date: 3/26/19

SWIFT Contract No: I AK 154909

SWIFT PO #: 3000068173

2. Minnesota Department of Employment and Economic Development

By: Richard Caligiuri
With delegated authority.

Printed Name: Richard Caligiuri

Title: Director, UI Division

Date: 4/2/19

3. Minnesota Department of Human Services

By: Michael Peterson
With delegated authority.

Printed Name: Michael Peterson

Title: Deputy Inspector General

Date: March 28, 2019

Distribution of final (fully executed) Agreement:

DEED

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

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

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

The parties therefore agree as follows:

DEFINITIONS

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

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

PART 1: INFORMATION EXCHANGED

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

PART 2: INFORMATION PRIVACY AND SECURITY

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

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

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

2.3 General Use Limitations and Responsibilities.

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

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

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

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

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

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

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

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

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

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

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

2.4.3 Cooperation and coordination required:

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

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

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

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

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

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

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

2.6 Information Management System Access and Electronic Data Transmission.

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

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

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

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

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

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

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

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

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

REQUESTING AGENCY OF MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

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

Recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is agreed:

1. Duties:

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

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

2. CONSIDERATION AND TERMS OF PAYMENT

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

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

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

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

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

according to the following schedule:

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

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

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

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

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

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

Employment

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

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

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

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

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

11. Other Provisions.

None

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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

APPROVED:

1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION

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

By:

Title:

Date:

SWIFT CONTRACT No:

SWIFT PO #:

Loni Delmonico
Contracts Coordinator

2/15/2019

153359

3000067584

1. PROVIDING AGENCY

By:

Title:

Date:

[Signature]
Deputy Commissioner
2-20-2019

1. REQUESTING AGENCY

By:

Title:

Date:

[Signature]
EAESD DIRECTOR
2-27-2019

Contract: 153359

1 Term of Contract

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

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

2 Duties

DHS will, in general:

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

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

☒ Use DEED data only as provided in this agreement

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

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

☒ Submit files of participant information as specified in this agreement

☒ Supply DEED with audit logs upon request

☒ Compensate DEED for the cost of providing data

DEED will, in general:

☒ Refresh wage data on a weekly basis

☒ Provide limited assistance with access and use of data

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

3 Payment

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

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

Deed will submit invoice to:

Tammy Smith

Minnesota Department of Human Services

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

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

Invoices may be sent via SWIFT

DHS will remit timely payment to:

DEED Financial Services

332 Minnesota Street, Suite E200

St. Paul, MN 55101

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

4 Authorized Representatives

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

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

5 Amendments, Waiver, and Contract Complete

5.1 Amendments

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

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

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

5.3 Contract Complete

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

6 Liability

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

7 Government Data Practices

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

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

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

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

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

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

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

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

8 Publicity

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

9 Audit

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

10 Governing Law, Jurisdiction, and Venue

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

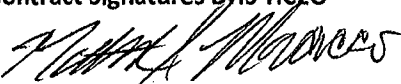
11 Termination

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

12 Contract Signatures DHS-HCEO

DEED

By:



By:



Delegated Authority:

Delegated Authority: Blake Chaffee

Title:

Assistant Commissioner

Title: Chief Financial Officer

Date:

7/20/16

Date:

7/28/16

REQUESTING AGENCY OF MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

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

Recitals:

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

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

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

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

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

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

NOW, THEREFORE, it is agreed:

1. Duties:

1.1 DEED's DUTIES: DEED Shall:

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

Contract Number: IAK 155044

2

TANF Youth Innovation Project, 2019

April 1, 2019 – December 31, 2019

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

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

1.2. DHS's DUTIES. DHS shall:

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

2. CONSIDERATION AND TERMS OF PAYMENT

2.1 Consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Other Provisions. None

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

APPROVED:

1. REQUESTING AGENCY ENCUMBRANCE VERIFICATION

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

By: 

Date: 3/26/19

SWIFT Contract No: IAK 155044

SWIFT PO #: 3000068175

2. PROVIDING AGENCY

By: 

Title: Director of Employment & Training Programs

Date: 4/2/19

3. REQUESTING AGENCY

By: 

With delegated authority

Title: EAESO DIRECTOR

Date: 4-15-2019

Distribution:

Requesting Agency – Original (fully executed) contract

Providing Agency

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

Contract Number: IAK 155044

TANF Youth Innovation Project, 2019

April 1, 2019 – December 31, 2019

ATTACHMENT A

DEFINITION OF WORK EXPERIENCES

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

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

DEFINITION OF CAREER PATHWAY

(from the WIOA law)

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

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

training for a specific occupation or occupational cluster;

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

ATTACHMENT B

Data Collection and Reporting Requirements

Participant Data

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

Employer Data (for each placement)

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

The parties therefore agree as follows:

DEFINITIONS

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

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

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

1. Duties.

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

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

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

2. Authorized Representatives and Responsible Authority.

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

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

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

3. Information Privacy and Security.

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

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

3.1 Compliance with Applicable Safeguards.

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

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

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

3.2 DATA SHARING PARTNER Data Responsibilities.

A. Use Limitation.

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

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

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

C. Background Review and Reasonable Assurances Required of Agents.

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

D. Ongoing Responsibilities to Safeguard Protected Information.

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

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

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

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

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

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

3.3 Data Security.

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

3.4 STATE Data Responsibilities.

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

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

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

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

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

APPROVED:

1. DATA SHARING PARTNER:

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

By: 

Printed Name: May Thao Schuck

Title: Employment & Training Programs Director

Date: 4/8/19

2. STATE:

By: 

Printed Name: JOVON PERRY

Title: EAESO DIRECTOR

Date: 4-15-2019

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

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

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

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

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

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

NOW, THEREFORE, it is agreed:

Agreement:

1. Duties.

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

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

2. Consideration and Terms of Payment.

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

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

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

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

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

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

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

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

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

5. Cancellation or Termination.

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

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

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

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

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

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

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

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

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

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

11. Other Provisions.

None

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Signature Page Follows

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: *Jason Perry*

Date: 11/3/2017

SWIFT Agreement No: _____

SWIFT PO #: _____

Dora Burns

11/15/17

IAK # 134780

PO # 3-58008

2. PROVIDING AGENCY

By: *[Signature]*

Title: Deputy Commissioner

Date: 10-27-17

3. REQUESTING AGENCY

By: _____

With delegated authority

Title: _____

Date: _____

ATTACHMENT A

AGENCY WORK PLAN

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

A. FISCAL MANAGEMENT

1. FUNDING AND AGREEMENTS

a. REQUESTING AGENCY will:

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

2. RECEIPT OF FEDERAL AND STATE FUNDS

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

3. REPORTS

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

B. AUDITS AND MONITORING

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

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

C. EVALUATION AND PERFORMANCE REPORTS

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

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

2. REQUESTING AGENCY AND PROVIDING AGENCY shall:

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

D. TECHNICAL ASSISTANCE AND TRAINING

1. TECHNICAL ASSISTANCE

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

E. PROGRAM SPECIFICATIONS

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

F. SYSTEM ACCESS

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

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

G. KEY PERSONNEL

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

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

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

H. DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

1. INFORMATION EXCHANGED

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

2. INFORMATION PRIVACY AND SECURITY

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

2.1 Compliance with Applicable Safeguards.

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

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

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

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

2.2 PROVIDING AGENCY Data Responsibilities

A. Use Limitation.

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

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

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

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

C. Background Review and Reasonable Assurances Required of Agents.

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

D. Ongoing Responsibilities to Safeguard Protected Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3 Data Security.

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

2.4 PROVIDING AGENCY Permitted Uses and Responsibilities.

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

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

2.5 REQUESTING AGENCY Data Responsibilities

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

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

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

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

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

3. INSURANCE REQUIREMENTS

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

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

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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