

October 15, 2020

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

The Honorable Jim Carlson Ranking Minority Member Senate State Government Finance and Policy and Elections 2207 Senate Office Building St. Paul, MN 55155 The Honorable Micheal Nelson, Chair House State Government Finance 583 State Office Building St. Paul, MN 55155

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

#### Dear Senators and Representatives:

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

All inter-agency agreements, with the exception of the MNIT SLA, are provided electronically. MNIT will be providing one copy of the SLA with their report, along with a summary of FY20 costs for all agenices.

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

Sincerely,

Lee Ho

**Deputy Commissioner** 

Cc: Eric Nauman, Senate Counsel, Research and Fiscal Analysis Bill Marx, House Fiscal Analysis

Andrew Erickson, Senate Counsel, Research and Fiscal Analysis

Roberts, House Fiscal Analysis

**Revenue**FY 2020 Interagency Agreements and Service Level Agreements
September 30, 2020

Agency	-	Agreement		FY20 Expended  Legal Authority  Purpose		Purpose	Effective Date	Duration
Attaura en Carranal		Amount			M.C. 4CA 055: 0.45	Land Camina	7/4/2040	C /20 /2010
Attorney General	\$	571,900	-	-	M.S. 16A.055; 8.15 subd 3	Legal Services	7/1/2018	6/30/2019
DHS	\$	140,000	· ·		M.S. 471.59	Computer Forensics	5/16/2018	6/30/2020
MMB	\$	14,843	•		M.S. 16A.055, 43A.01 & 471.59	Chief Inclusion Officer	7/1/2019	6/30/2020
MMB	\$	5,000	\$	5,000	M.S. 16A.055, 43A.01 & 471.59	Childrens Cabinet staffing and support	7/1/2019	6/30/2020
MMB	\$	48,144	\$	48,144	M.S. 43A.09 & 471.59	MMB Training and Development Programs	7/1/2019	6/30/2020
MMB	\$	25,000	\$	6,064	M.S. 16A.055; & 471.59	Service Agreement #146 Investigative Services	2/15/2019	6/30/2020
MMB	\$	25,000	\$	7,035	M.S. 16A.055; & 471.59	Service Agreement #164 Investigative Services	5/28/2020	6/30/2020
MMB	\$	66,250	\$	5,518	M.S. 16A.055; & 471.59	Service Agreement #177 Investigative Services	8/28/2020	6/30/2020
MMB	\$	25,000	\$	17,226	M.S. 16A.055; & 471.59	Service Agreement #178 Investigative Services	8/23/2020	6/30/2020
MMB	\$	25,000	\$	6,245	M.S. 16A.055; & 471.59	Service Agreement #185 Investigative Services	10/2/2019	6/30/2020
MMB	\$	25,000	\$	330	M.S. 16A.055; & 471.59	Service Agreement #186 Investigative Services	10/2/2020	6/30/2020
MMB	\$	337,280	\$	183,208	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services provide to DOR 2019-140	3/8/2019	3/6/2020
MMB	\$	144,000	\$	88,326	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services provided to DOR 2019-176	4/22/2019	9/30/2019
MMB	\$	45,360	\$	45,360	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services provided to DOR 2020-023	7/1/2019	7/30/2019
MMB	\$	102,060	\$	109,747	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services provided to DOR 2020-045	8/1/2019	3/31/2020
MMB	\$	190,800	\$	183,090	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services provided to DOR 2020-066	9/1/2019	2/29/2020
MMB	\$	203,000	\$	74,520	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services provided to DOR 2020-095	10/21/2019	7/31/2020
MMB	\$	210,800	\$	81,151	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services provided to DOR 2020-096	10/21/2019	7/31/2020
MN.IT Services	\$	20,339,028	\$ 2	0,339,028	M.S. 16A.055; 16E.016	MN.IT Enterprise @ Agency IT Services to DOR	7/1/2019	6/30/2020
MN.IT Services	\$	6,214,593	\$	6,214,593	M.S. 16A.055; 16E.016	MN.IT Enterprise Agency IT Services	7/1/2019	6/30/2020
Total	\$	28,758,058	\$ 2	8,061,327				

### Revenue (DOR)

FY 2020 Appropriation Transfers October 5, 2020

TRANSFER FROM				TRANSFER TO				]			
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
DOR	General	G676200	Administration of State Taxes	\$ (500,000)	DOR	General	G676600	Operations Support	\$ 500,000	Internal transfer between accounts within DOR	2017 Sp Session Ch 4, Art 1, Section 16
DOR	General	G676100	Payment and Return Processing	\$ (1,000,000)	DOR	General	G676600	Operations Support	\$ 1,000,000	Internal transfer between accounts within DOR	2017 Sp Session Ch 4, Art 1, Section 16
DOR	General	G676200	Administration of State Taxes	\$ (647,000)	DOR	General	G676600	Operations Support	\$ 647,000	Internal transfer between accounts within DOR	2017 Sp Session Ch 4, Art 1, Section 16
DOR	General	G676400	Appeals, Legal, and Tax Research	\$ (100,000)	DOR	General	G676600	Operations Support	\$ 100,000	Internal transfer between accounts within DOR	2017 Sp Session Ch 4, Art 1, Section 16
DOR	General	G676200	Administration of State Taxes	\$ (150,000)	DOR	General	G676600	Operations Support	\$ 150,000	Internal transfer between accounts within DOR	2017 Sp Session Ch 4, Art 1, Section 16
DOR	General	G676600	Operations Support	\$ (1,000,000)	DOR	General	G676200	Administration of State Taxes	\$ 1,000,000	Internal transfer between accounts within DOR	2017 Sp Session Ch 4, Art 1, Section 16
DOR	General	G676100	Payment and Return Processing	\$ (200,000)	DOR	General	G676600	Operations Support	\$ 200,000	Internal transfer between accounts within DOR	2017 Sp Session Ch 4, Art 1, Section 16
DOR	General	G676600	Operations Support	\$ (300,000)	DOR	General	G676200	Administration of State Taxes	\$ 300,000	Internal transfer between accounts within DOR	2017 Sp Session Ch 4, Art 1, Section 16
TOTAL				(3,897,000)					3,897,000		

3-13356

#### STATE OF MINNESOTA INTERAGENCY AGREEMENT 2020

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

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

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

#### NOW, THEREFORE, IT IS AGREED:

- 1. The Department has determined that it needs additional legal services for FY 2020 and the Attorney General has agreed to provide those additional legal services in FY 2020. The Attorney General will provide an additional 4,300 hours of legal services at the hourly rate of \$133.00 for attorney services or \$85.00 for legal assistant services during the period covering FY 2020. The Attorney General will continue to provide 5,250 hours in addition to the 4,300 hours funded by the Department in FY 2020. The actual breakdown of legal services provided by attorneys and by legal assistants will be determined within the AGO's discretion.
- 2. Terms of payment. The Department shall pay or transfer to AGO the sum of \$571,900 for FY 2020 in four quarterly installments of \$142,975 each on the first day of each quarter.
- 3. AGO will provide legal services to the Department in accordance with Minn. Stat. § 8.06, except those duties, if any, delegated to Department personnel or provided by outside counsel under section 8.06. The scope of legal services to be provided includes all matters pertaining to the Department's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, provision of training and education to Department staff, and other legal needs as may be necessary.
- 4. AGO staff will meet with the Department upon request to review priorities for legal services.
- 5. The hours of legal services provided under this agreement and the AGO self-funded hours will be recorded by AGO staff for use in the AGO billing system. When recording hours of legal services provided, the AGO staff will identify specific information about the services provided, including identifying the appropriate AGO docket number, and names of Department staff involved, if applicable. The AGO will provide the Department with a report of all hours of services provided under this agreement and the AGO self-funded hours on a monthly basis. Each billing report will typically include two (2) complete pay periods. Billing reports may contain (3) complete pay periods in certain months or less than (2) complete pay periods at the beginning and end of the fiscal year.

The AGO will provide each report to the Department no later than four (4) weeks after the end of the period covered by the report.

- 6. Litigation costs and expenses: including but not limited to the cost of filing legal documents and hiring expert witnesses and court reporters will be paid directly by the Department and will not come from the funds identified to be paid to AGO in this agreement. AGO staff will complete a "Notice of Need for Encumbrance" form and forward a copy to the Department before special expenses or obligations are incurred.
- 7. This Agreement supersedes any and all prior agreements of the parties relating to the provision of legal services. Any further amendments to this agreement shall be in writing and shall be executed as an amendment.
- 8. The authorized agent of the AGO for purposes of this Agreement is Raymond Smith, Director of Finance. The Department's authorized agent for purposes of this Agreement is Terese Mitchell, Director of Appeals and Legal Services.
- 9. Notwithstanding the foregoing, if there is a substantial change in the circumstances that were the bases for the parties' mutual estimate, e.g., the unexpected initiation or conclusion of a major lawsuit, the parties may then revise and renegotiate this agreement if necessary to reflect that change in circumstances.

#### APPROVED:

DEPARTMENT OF REVENUE	OFFICE OF THE ATTORNEY GENERAL
By: With Guily	By: Gua C. Belle
Title: Commissioner	Title: Chief Deput
Date: 8 29 19	Date: 8/30/19
MINNESOTA MANAGEMENT AND BUDGET	
Ву:	•
Title: Depty Commissioner	
Date: 9/11/19	

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

#### Originator of agreement, complete this section:

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

Proposed Start Date: 05/01/2018

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

SFY18 - SWIFT FinDeptID: H55EB31100 \$ 40,000

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

SFY19 - SWIFT FinDeptID: H55EB31100

\$40,000

SFY20 - SWIFT FinDeptID: H55EB31100

\$40,000

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

Contract	Coordinator,	complete	this	section:

SWIFT Vendor # for Other S SWIFT Contract #:	IAK %
SWIFT Purchase Order #	
Buyer Initials: I	Date Encumbered <u>:</u>
Individual signing certifies that funds have	e been encumbered as required by MS § 16A15.

## Originator of agreement, complete this section:

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

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

NOW, THEREFORE, it is agreed:

#### I. **PROVIDING AGENCY DUTIES** the PROVIDING AGENCY shall:

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

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

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

#### III. CONSIDERATION AND TERMS OF PAYMENT

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

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

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

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

#### III. TERMS OF AGREEMENT

This agreement shall be effective on May 1, 2018, or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, section 16C.05, subd 2, whichever occurs later, and shall ongoing until either party requests cancellation or amendment of the agreement.

#### V. <u>CANCELLATION</u>

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

#### VI. <u>AUTHORIZED REPRESENTATIVES</u>

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

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

#### VII. AMENDMENTS

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office. IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

## APPROVED:

1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05
By: Carpuf Mught
Date: 5/16/70/8
SWIFT Contract No: 14/950
SWIFT PO #: 3-1/295
2. PROVIDING AGENCY
By:
Title: Diperton of Tuterum Audits
Date: 3/16/18
3. REQUESTING AGENCY
By: With delegated authority
Title: <u> </u>
Date: 5/3//8
Distribution: Requesting Agency – Original (fully executed) contract Providing Agency Contracting, Procurement & Legal Compliance, Contracts Unit-#0941

#### Amendment 1

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Revenue and Human Services.

#### **Contract Amendment**

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

#### Agreement

#### 1 Term of Agreement

- 1.1 *Effective date*: May 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Scope of Work

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

The Department of Revenue (DOR) shall make available information & support necessary for DHS to complete its duties under the agreement.

#### 3 Consideration and Payment

In consideration for services provided, DHS will provide DOR with an annual invoice for services performed.

DOR shall make payment to DHS within 30 days after receipt of the invoice for services satisfactorily performed.

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

All services provide by DHS pursuant to this agreement shall be performed to the satisfaction of DOR, as determined at the sole discretion of its authorized representative.

DHS may invoice DOR for annual services provided according to the following breakdown:

Fiscal Year 2018: \$40,000.00 Fiscal Year 2019: \$40,000.00

Fiscal Year 2020: \$40,000.00 \$60,000.00

#### Amendment 1

The total obligation under this agreement will not exceed \$120,000.00 \$140,000.00

#### 4 Terms of Agreement

This agreement shall be effective on May 1, 2018, or upon the date that the final required signature is obtained by DHS, pursuant to Minnesota Statutes, section 16C.05, subd 2, whichever occurs later, and shall ongoing until either party requests cancellation or amendment of the agreement.

#### 5 Cancellation

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

#### 6 Authorized Representative

DOR's Authorized Representative for the purposes of administration of this agreement is <u>Jeff Winger Melanie Leslie</u>, <u>Interim Director</u>, 600 N Robert Street, <u>Saint Paul</u>, <u>MN 55101</u>, 651-556-6642, or his/her successor.

DHS's Authorized Representative for the purposes of administration of this agreement is Gary L. Johnson, DHS Internal Audits, <u>444 Lafayette</u>, <u>Saint Paul</u>, <u>MN 55164</u>, <u>651-431-3623</u>. If DHS's authorized representative changes at any time during this contract, DOR will be notified immediately.

#### 7 Amendments

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

#### 8 Liability

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

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as
required by Minn. Stat. §§ 16A.15 and 16C.05.
Signed: Carolyn M.J. Murphy
Date: _04/03/2020
SWIFT Contract No:141950- 3000013079
2. Department of Human Services
By:
E33651 A Bib 41stegated authority)
Title:Deputy Commissioner
4/3/2020 Date:

3. Dep	artment of Revenue
Ву:	Lori Caspers
(v	with delegated authority)
Title:	CF0
Date:	4/3/2020
_	

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 16A.055, 43A.01, 43A.04 and 471.59, this is an agreement between Minnesota Management and Budget and Department of Revenue.

#### 1. Services to be Performed:

The chief inclusion officer will lead the development and implementation of proactive diversity, equity, and inclusion programs which will support the State's diversity and inclusion strategic plan. The chief inclusion officer will also provide strategic guidance and direction across the enterprise and support the Governor's Diversity, Inclusion, and Equity Council.

#### **Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For MDOR: Lee Ho, Deputy Commissioner, or his successor, 600 North Robert Street, St. Paul, MN 55101.

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

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

### **TOTAL COST for FY 20 = \$14,843**

You will receive an invoice from MMB for this amount in July 2019. This invoice shall 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: Casper Title: CN	By:			
Title: CN	Title: CFO			
Date: 6/27/19	Date: 6-26-19			

3-12502

## 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 Revenue (DOR).

#### 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, <a href="mailto:Erin,Bailey@state.mn.us">Erin,Bailey@state.mn.us</a>, 651-201-8044.

DOR: Lee Ho, Deputy, or his/her successor designated by the Commissioner, 600 North Robert St, 1st Floor, St. Paul, MN, 55155, Lee.Ho@state.mn.us, 651-556-6005.

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

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

**TOTAL COST: \$5,000** 

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.

Approveus	
1. Agency Signature	2. Minnesota Management & Budget
By: Lee Tro	By: 1
Title: Deputy Comissioner	Title: ASSA Commissioner
Date: 6/13/19	Date: 6127119

3-12798

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

#### 1. Services to be Performed:

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

#### **Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For MDOR: Lee Ho, Deputy Commissioner, or his successor, 600 North Robert Street, St. Paul, MN 55101.

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

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

## **TOTAL COST for FY 20 = \$48,144**

You will receive a quarterly invoice from MMB for 25% of this amount, beginning August 2019. Each quarterly invoice shall 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.

1/2991-2

#### Approved:

1. Agency Signature	2. Minnesota Management & Budget
By: Kon Casper Title: CDO	By: Direction of the state of t
Title: CDO	Title: CFO
Date: 6/27/19	Date: 6-26-19

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

#### Agreement

#### 1 Term of Agreement

- 1.1 *Effective date:* February 15, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date**: 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

#### 2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

#### 3 Consideration and Payment

An hourly rate of \$140.00 to \$155.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

#### 4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

#### 5 Authorized Representative

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is Kathy Zieminski or his/her successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is **Edwin Hudson** or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

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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

2-19-19

Title:

Date: \_

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

1. STATE ENCUMBRANCE VERIFICATION	3. DEPARTMENT OF REVENUE
Individual certifies that funds have been encumbered as required by Minn. Stat §§ 16A 15 and 16C.05	By: A Casar (with delegated authority)
Date: 2/15/2019 Purchase Order No.: 3-/2372	Title: 2/0/19
	• (
2. MINNESOTA MANAGEMENT & BUDGET	
Ву:	
(With delegated authority)	

#146

## STATE OF MINNESOTA INTERAGENCY AGREEMENT Amendment 1

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

#### Recitals

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

#### Amendment

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

#### Revisions

#### Agreement

- 1 Term of Agreement
  - 1.1 *Effective date*: February 15, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
  - 1.2 Expiration date: 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

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

1. STATE ENCUMBRANCE VERIFICATION	3. DEPARTMENT OF REVENUE
Individual certifies that funds have been encumbered as required by Minn Stat. §§ 16A.15 and 16C.05.  Signed: Artisty March 16C.05.  Date: 10/3/20/9  Purchase Order No.: 15/03/3-/3374	By:
2. MINNESOTA MANAGEMENT & BUDGET	
By: (With delegated authority)	
Title: Chief Financial	Officer
Date: 10-09-2019	

16A.15-16C.05 Form (Based on Minnesota Statutes Sections 16A.15 and 16C.05)

Department of <u>Reve</u>	энис	DIVISION OI	rinanciai ivianagement
SWIFT Contract #		endor Name <u>Minneso</u>	ta Management and Budget
Submit two copies when processing the	contract,		
L NO OBLIGATION INCUF (Minn, Stat, §§ 16A.15, subd			CONTRACT EXECUTION
I certify that work has not started a	s of and will	not begin until this co	ntract is fully executed.
Person Responsible:		Date;	
II.OBLIGATION INCURRED		•	,
Total Contract Amount \$	X + 1/1 + 1/	Obligation Date	(when work started)
Reason why obligation was incurre	ed before contract was encu	ımbered:	
What corrective action will be take	n to prevent the problem fi	rom happening in the fu	ure?
Person Responsible	Date:	Agency Head or Dele	Date: gate
Agency Accounting Director	Date:		
		•	
III. OBLIGATION INCUR	RED PRIOR TO CON	TRACT EXECUTION	ON (Minn. Stat. § 16C.05, subd. 2)*
Work on this contract started as of.	7/1/2019		
Reason why contract was not fully on 5/28/2019. A new encumbrance	executed prior to begin date was not established in a t	te: This contract was in imely fashion in FY20 s	itially encumbered in FY19 and was executed by work was completed without a current 9 and a delegate has not been assigned yet.
electronic contract files to more eas	ily identify open contracts	at the start of the fiscal	nre? FMD is working on re-organizing our year. We will also be taking steps to notify ons related to contracts that cross fiscal years.
Person Responsible  Agendy Head of Delegate  4 * See next page for text of Min	Petric Date:	10/3/19 10/3/19 3 and Minn, Stat. 8	16C.05, subd. 2

F420 - \$19,000 411906 46731125

#164

## STATE OF MINNESOTA. INTERAGENCY AGREEMENT Amendment 1

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

#### Recitals

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

#### Amendment

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

#### Revisions

#### Agreement

- 1 Term of Agreement
  - 1.1 *Effective date: May 28, 2019* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
  - 1.2 Expiration date: 90-days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

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

1. STATE ENCUMBRANCE VERIFICATION	3. DEPARTMENT OF REVENUE
Individual certifies that funds have been encumbered as required by Minn. Stat. 89 16A.15 and 16C.05.  Signed:	By: State (with delegated authority) Title: Asisfant (aums) coner
/	Date: 10/7/10
2. MINNESOTA MANAGEMENT & BUDGET  By: (With delegated authority)	
Title: Chref Financial	Officer
Date: 10-08-2019	

16A.15-16C.05 Form (Based on Minnesota Statutes Sections 16A.15 and 16C.05)

Dopartment of R	ovenue	Division ofFinancial I	Management
SWIFT Contract #_		Jendor Name <u>Minnesota Manage</u>	ment and Budget
Submit two copies when processing	the contract,		
I. NO OBLIGATION INC (Minn, Stat. §§ 16A.15, st		CUMBRANCE OR CONTRA *	CT EXECUTION
I certify that work has not starte	d as of and will	not begin until this contract is fu	illy executed.
Person Responsible:		Date;	
(			
II. OBLIGATION INCURE	RED PRIOR TO ENCUM	BRANCE (Minn, Stat. § 16A.	15, subd. 3)*
Total Contract Amount \$		Obligation Date	(when work started)
Reason why obligation was incu	ured before contract was eno	ımbered:	
What corrective action will be to	aken to prevent the problem fi	rom happening in the future?	
		•	•
			<b>w</b> .
Person Responsible	Date:	Agency Head or Delegate	Date;
Agency Accounting Director			
		•	
III. OBLIGATION INCU	URRED PRIOR TO CON	TRACT EXECUTION (Minu	, Stat. § 16C.05, subd. 2)*
Work on this contract started as		•	
			habitania de TVIO Leura duna
on 5/28/2019. A new encumbrat	nce was not established in a t	imely fashion in FY20 so work wa	umbered in FY19 and was executed a completed without a current
encumbrance. Additionally, the	authorized contract rep retire	d at the end of June 2019 and a del	legate has not been assigned yet.
	,		•
What compating notion will be to	draw to suggest the suchlass B	om happening in the future? <u>FMI</u>	) ie warting an re-awrenizing aur
electronic contract files to more	easily identify open contracts	at the start of the fiscal year. We	will also be taking steps to notify
authorized contract representativ	es contract to ensure they are	avare of their expectations related	to contracts that cross fiscal years,
-		•	
	^		
Lathy Zieminde	Retiked Date:	12/9/19	
Person Responsible	Date:	in/3/19	
% See next page for text of M	unn, Stat. § 16A.15, subd	. 3 and Minn. Stat. § 16C.05, :	subd, 2

F420 - \$19,000 411906 66731125

#164

## STATE OF MINNESOTA. INTERAGENCY AGREEMENT Amendment 1

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

#### Recitals

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

#### Amendment

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

#### Revisions

#### Agreement

- 1 Term of Agreement
  - 1.1 Effective date: May 28, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
  - 1.2 Expiration date: 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

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

1. STATE ENCUMBRANCE VERIFICATION	3. DEPARTMENT OF REVENUE
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.  Signed:	By: (with delegated authority) Title: \( \si\si\si\si\sun'\) (and \( \alpha\sun'\si\si\si\si\si\si\si\si\si\si\si\si\si\
Purchase Order No.: 158735 3-13377	Date: 10/7/19
2. MINNESOTA MANAGEMENT & BUDGET	•
By: With delegated authority)	
Title: Chref Financial	Officer
Date: 16-68-2019	

16A.15-16C.05 Form (Based on Minnesota Statutes Sections 16A.15 and 16C.05)

Department of	Revenue	Division o	ofFinancial Manager	nent
SWIFT Contract #		Vendor Name <u>Min</u>	nesota Management an	ad Budget
ubmit two copies when processi	ng the contract,			
I. NO OBLIGATION IN (Minn. Stat. §§ 16A.15,		OR TO ENCUMBRANCE C .05, subd. 2)*	R CONTRACT EX	ECUTION
I certify that work has not sta	rted as of	and will not begin until thi	s contract is fully exe	cuted.
Person Responsible:		Date;	\$\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
	-1			
II.OBLIGATION INCU	RRED PRIOR T	O ENCUMBRANCE (Minn	. Stat. § 16A.15, sub	d. 3)*
Total Contract Amount \$		Obligation Date _	(wh	en work started)
Reason why obligation was in	ncurred before cont	ract was encumbered:		
What corrective action will be	e taken to prevent the	he problem from happening in th	ie future?	
Person Responsible	Date:	Agency Head or	I Delegate	Date:
-	Date;		Dologuio	
Agency Accounting Director				
III. OBLIGATION IN	CURRED PRIO	R TO CONTRACT EXECU	JTION (Minn. Stat.	§ 16C.05, subd. 2)*
Work on this contract started	as of <u>7/1/2019</u>	rr PA w 1874 hyry gyyrryg y crops P y ysgap yraidailla gharrainydd llyddiai y chaffaillyn differillan i llyddi	.•	
on 5/28/2019. A new encumb	orance was not estal	or to begin date: This contract who blished in a timely fashion in FY tact rep retired at the end of June	20 so work was compl	eted without a current
electronic contract files to mo	re easily identify of	he problem from happening in the pen contracts at the start of the finance they are aware of their expension.	scal year. We will als	o be taking steps to notify
Hit National State of the Control of	s-Retired	Date: 10/3/19  Date: 10/3/19	-	

4/04\* See next page for text of Minn. Stat. § 16A.15, subd. 3 and Minn. Stat. § 16C.05, subd. 2

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

#### Agreement

#### 1 Term of Agreement

- 1.1 *Effective date*: August 22, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration date: 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

#### 2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

#### 3 Consideration and Payment

An hourly rate of \$140.00 to \$155.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

#### 4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

#### 5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Angela Smedlund or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

#### 6 Amendments

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

#### 7 Liability

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

#### 8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION	3. DEPARTMENT OF REVENUE
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.  Signed:  Date: 822/01/1  Purchase Order No.: 3-/3/87	By: All Alegard authority  Title: Alexant Canns  Date: 8/22/2019
2. MINNESOTA MANAGEMENT & BUDGET  By:  (With delegated authority)	
Title: $DC$ Date: $8/23/19$	

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

#### Agreement

#### 1 Term of Agreement

- 1.1 *Effective date:* August 23, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration date: 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

#### 2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

#### 3 Consideration and Payment

An hourly rate of \$170.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

#### 4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

#### 5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Margaret Klein or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6	Δ	m	en	dn	ients
v	$\boldsymbol{\Gamma}$				

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

#### 7 Liability

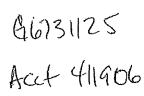
Each party will be responsible for its own acts and behavior and the results thereof.

#### 8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Mr. Stat. §§ 16A.15 and 16C.05.  Signed:  Date: 8/23/2019 Purchase Order No.: 30000/3202	3. DEPARTMENT OF REVENUE  By: M. C. Den  (with delegated authority)  Title: S. 3. 1.9
2. MINNESOTA MANAGEMENT & BUDGET  By: (With delegated authority)  Title:	, :
Date: 8/23/19	

#185



## STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

#### Agreement

#### 1 Term of Agreement

- 1.1 *Effective date:* October 2, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration date: 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT, if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

#### 2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

#### 3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

#### 4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

#### 5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Angela Smedlund or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

#### 6 Amendments

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

#### 7 Liability

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

#### 8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.  Signed: //www.f.//www	3. DEPARTMENT OF REVENUE  By:

2. MINNESOTA MANAGEMENT & BUDGET	
By: (With delegated authority)	
(With delegated authority)	
ritle: Chief Francial O	fficer
Date: 10 - 69 - 2019	,

# G6731125 Act 411906

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

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

#### Agreement

#### 1 Term of Agreement

- 1.1 Effective date: October 2, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration date: 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

#### 2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an Itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

#### Consideration and Payment

An hourly rate of \$140.00 to \$155.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be involced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be involced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the Investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

#### 4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

#### 5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Angela Smedlund or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

#### 6 Amendments

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

#### 7 Liability

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

#### 8 Termination

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

,	1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.  Signed:  Date:    0-3-20 9   Purchase Order No.:   67576 3- 3376	3. DEPARTMENT OF REVENUE  By: (with delegated authority)  Title: ASSISTANT (AMMISSIMMENT)  Date: 10/7/19
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2.	MIN	IESOTA	MANA	Ø	EMENT	&	BU	DGET
	, '	\	1	/	1 1		^	,

By: Name And Market (With delegated authority)

Title: Ch. ef Financial Officer

Date: 10-08-2019



## MAD Project Number: 2019-140 INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Fiscal Year:	2019	Vendor Number: ID G100000000, Location 001
Commodity (	Code:	Commodity Code:
Object Code:		Object Code:
Amount:		Amount:
Accounting	Distribution 2:	Accounting Distribution 3:
Fund:	000	Fund:
Appr:	677700	Appr:
Org/Sub:	6731042	Org/Sub:
Rept Catg:		Rept Catg:
Amount: 🚜	22,080	Amount:
may not apply.)	Begin Date: 3/11/	19 End Date: 6302019
	Commodity Code:  Object Code:  Amount:  Accounting Fund:  Appr:  Org/Sub:  Rept Catg:  Amount:	Amount of Contract F  Commodity Code:  Object Code:  Amount:  Accounting Distribution 2:  Fund:  Appr:  G677700  Org/Sub:  G6731042  Rept Catg:  Amount: \$22,080

This is an agreement between the Minnesota Department of Revenue (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

#### 1. Services to be Performed:

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

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

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

#### **Deliverables**

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

#### 2. Contacts:

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

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

#### 3. Consideration and Terms of Payment:

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

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

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

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

#### 4. Effective Dates:

This agreement is effective March 11, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

#### 5. Cancellation:

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

#### 6. Requesting Agency's Authorized Agent:

The Requesting Agency's authorized agent for the purposes of this agreement is Alyssa Haugen. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

#### 7. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

#### 8. Amendments:

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

#### 9. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

#### 10. Liability:

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

### Approved:

1. Requesting Agency	2. Management Analysis and Development
By: four Casper Title: 170	By: Kenda E Ruppa
Title: C70	Title: Business Manager
Date: 3/8/19	Date: March 7, 2019



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

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

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

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

#### 3. Consideration and Terms of Payment:

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

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

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

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

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

#### APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: for Casporal Title: Ch) Date: 12/25/19	By: 1, 1
	Date: 6-29-19



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

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

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

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

#### 3. Consideration and Terms of Payment:

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

Up to 688-1.858 hours at rate of \$160/hour for services provided by Jan Alexander. The Division will also invoice up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$118,080.00 \$305,280.00.

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

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

#### 4. Effective Dates:

This agreement is effective March 11, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2019 December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

#### APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By Kari Casper Title: UTO	By: Zal Blow.
Title: UTO	Title: ATSI Director
Date: .6(27)19	Date: (e(25)19



# AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-140

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

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

WHEREAS, Paragraph(s) 4 of the second amendment to the original agreement shall be amended to read:

### 4. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until December 31, 2019 <u>January 31, 2020</u>, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

## APPROVED:

1. REQUESTING AGENCY	2. DIVISION	
By: SAMAJ	By: Rendon & Rouppa	
Title: Aggistant Cannissioner	Title: Business Manager	
Date: December 27, 2019	Date: Dec 26,2019	



## AMENDMENT #4 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-140

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

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

WHEREAS, Paragraph(s) 3 of the second amendment and 4 of the third amendment to the original agreement shall be amended to read:

## 3. Consideration and Terms of Payment:

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

Up to 17858-2,938 hours at rate of \$160/hour for services provided by Jan Alexander. The Division will also invoice up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$305,280.00 \$478,080.00.

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

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

### 4. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until January 31, 2020 June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

#### APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: ( Com ) ( ( com ) or	By: Renda E Rajopa
Title: Title: Title:	Tille: Business Manager
Date: 1/21/2020	Date: Jan 16, 2020

Minnesota Management and Budget, 658 Cedar Street, Centennial Office Building, Room 300, St. Paul, MN 55155 Telephone: 651-259-3800 • Fax: 651-297-1117 • TTY: 800-627-3529 • http://mn.gov/mmb/mad/



## AMENDMENT #5 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-140

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

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

WHEREAS, Paragraph(s) 3 and 4 of the fourth amendment to the original agreement shall be amended to read:

## 3. Consideration and Terms of Payment:

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

Up to 2,938 2,058 hours at rate of \$160/hour for services provided by Jan Alexander. The Division will also invoice up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$478,080.00 \$337,280.00

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

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

### 4. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until June 30, 2020 March 6, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

### APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: / by h
Title: Assistant Commissiones	Title: Divector
Date: 62 05 (2020	Date: 2-4-2020

Minnesota Management and Budget, 658 Cedar Street, Centennial Office Building, Room 300, St. Paul, MN 55155 Telephone: 651-259-3800 • Fax: 651-297-1117 • TTY: 800-627-3529 • http://mn.gov/mmb/mad/



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

Agency: 461	Fiscal Year:	2019	Vendor Number: ID G100000000, Location 001	
Total Amount of Contract: \$60,480.00		Amount of Contract I		
Commodity Code: 80101500	Commodity	Code:	Commodity Code:	
Object Code:	Object Code	÷:	Object Code:	
Amount:	Amount:		Amount:	
Accounting Distribution 1:	Accountin	g Distribution 2:	Accounting Distribution 3:	
Fund: 100 D	Fund: /0	000	Fund:	
Appr: 9676600		677700	Appr:	
Org/Sub: 96131042	Org/Sub:	96731042	Org/Sub:	
Rept Catg:	Rept Catg:	-	Rept Catg:	
Amount: 48,384	Amount: 4	12,096	Amount:	
ocessing Information: (Some entries		Begin Date:	End Date:	
ontract: /54882/4-29-19// Number/Date/Entry In	men	Order: 3-/24(1)	er/Date/Signatures [Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]	

This is an agreement between the Minnesota Department of Revenue (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

## 1. Services to be Performed:

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

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

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

#### 2. Contacts:

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

Management Analysis and Development: Renda Rappa

Requesting Agency: Alyssa Haugen

## 3. Consideration and Terms of Payment:

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

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

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

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

### 4. Effective Dates:

This agreement is effective April 22, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

## 5. Cancellation:

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

## 6. Requesting Agency's Authorized Agent:

The Requesting Agency's authorized agent for the purposes of this agreement is Alyssa Haugen. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

## 7. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

### 8. Amendments:

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

## 9. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

## 10. Liability:

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

## Approved:

1. Requesting Agency	2. Management Analysis and Development
By: (asp	By: Renda Etappa
Title: UH	Title: Business Manager
Date: 4 24 9	Date: April 19,2019

Interagency Agreement for Management Analysis and Development (Division) Services MAD Project Number: 2019-176



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

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

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

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

## 3. Consideration and Terms of Payment:

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

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

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

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

## 5. Effective Dates:

This agreement is effective April 22, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, September 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

## APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Yan Casa	By:
Title: C70  Date: 6/25/19	Title: Drucker  Date: 6/24/19



## MAD Project Number: 2020-023 INTERAGENCY AGREEMENT

## for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

equesting Agency: Minnesota Depa counting Information: Business to counts - 670011.		MAD Contact: <u>Renda Rappa</u> 1031500, APPRID – G100085, Fund – 5200,	
Agency: (Ale70 /	Fiscal Year:	Vendor Number: ID G100000000, Location 001	
Total Amount of Contract: \$45,360.00	Amount of Contra		
Commodity Code: 80101500	Commodity Code:	Commodity Code:	
Object Code:	Object Code:	Object Code:	
Amount:	Amount:	Amount:	
Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:	
Fund: /000	Fund:	Fund:	
Appr: Gletleleco	Appr:	Appr:	
Org/Sub:	Org/Sub:	Org/Sub:	
Rept Catg:	Rept Catg:	Rept Catg:	
Amount:	Amount:	Amount:	
ocessing Information: (Some entries otract: ////////////////////////////////////	MU Order; 3-/28//	End Date:	
Number/Date/Entry In	ittials Ni	umber/Date/Signatures [Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]	

This is an agreement between the Minnesota Department of Revenue (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

### 1. Services to be Performed:

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

## 2. Contacts:

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

Management Analysis and Development: Renda Rappa

Requesting Agency: Alyssa Haugen

## 3. Consideration and Terms of Payment:

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

Up to 280 hours at rate of \$150/hour for services provided by Trissential. The Division will also invoice up to \$3,360.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$45,360.00.

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

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

## 4. Condition of Payment:

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

## 5. Effective Dates:

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

## 6. Cancellation:

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

## 7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Alyssa Haugen. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

## 8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

## 9. Amendments:

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

## 10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

## 11. Liability:

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

## Approved:

1. Requesting Agency	2. Management Analysis and Development
By: La 740	By:
Title: Deputy Commissione	Title: Director
Date: 6/28/19	Date: 8-28-19



STATEMENT OF WORK:

## MN DOR Process Documentation

Prepared by: Pam DeGrote, Senior Business Consulting Manager Cindy San Hamel, Account Executive

June 26, 2019



1905 EAST WAYZATA BOULEVARD, SUITE 333

MINNEAPOLIS, MN 55391

888-595-7970

WWW.TRISSENTIAL.COM

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## PROJECT OVERVIEW

MN DOR is in the process of documenting their processes. The initial priority is focused on the legislative processes, in the area of Tax Research, Policy, and Appeals & Legal. This initiative has been underway for a few weeks; however they have a more urgent subset of processes that require immediate attention as the start of the new fiscal year gets underway.

The Policy team has been meeting with stakeholders and begun documenting the end to end process. There are no defined standards for them to work from at this time however the expectation is for each process to have a process diagram (aka flow chart) and a narrative document that aligns and supports the diagram. The combination of these two documents will create a thorough explanation of 'How' the process should be carried out and the control points required within each process.

Each of these processes will need to clearly show the interdependencies amongst the process, and ultimately a very large end-to-end view of the overall legislative process for these areas of MN Dept of Revenue is expected.

MN DOR is asking Trissential to assist in this effort to ensure deadlines can be met. The assistance will be in the form of engage two process modelers to accelerate the process diagram production and supporting narrative. Trissential consultants will partner with the Policy team to:

- (1) Leverage the work already completed
- (2) Expand the talent pool working on this documentation to increase the pace and velocity
- (3) Provide thought leadership around industry standards and strive for consistency in the documentation across the three areas
- (4) Provide coaching/mentoring to ensure MN DOR can continue with minimal or no external assistance at some point in the future

### APPROACH

Trissential works from a set of proven frameworks. Given the work conducted at MN DOR in 2019, Trissential recommends leveraging the current documentation that is being produced and creating an initial draft of the process diagram with minimal interaction with the subject matter experts. Once the initial draft is complete, several review sessions with the subject matter experts will be conducted to (a) refine and improve the process diagram, (b) ensure the people exercising the process are involved in documenting their process, and (c) complete the diagram.

Once the diagram is complete and all subject matter experts are comfortable, a narrative of each step will be derived and again a review cycle will be conducted.

• Transform current process narrative into a Process Flow

Analyze

Validate

• Conduct iterative reviews of the process flows with process experts

• Finalize documentation
• Obtain leadership approval

Complete

Statement of Work sign off by 06/30/2019 Project start – 07/01/2019 Project completion – 07/30/2019

## **DELIVERABLES**

Process Diagram	<ul> <li>Complete 4-5 process diagrams for each area specific to how they work through the legislative sessions.</li> </ul>
Process Narrative	Complete a type of standard operating procedure document that supports and compliments each Process Diagram; this will include a procedures checklist for each of the processes identified.
Progress Reporting	Weekly status report of progress and upcoming plans will be produced to ensure leadership is aware of where this effort is.
Next Phase	Trissential will produce a recommendation, plan, and proposal toward the end of the engagement as to how MN DOR should proceed to accomplish the longer-term goals and how Trissential could help with that plan.

## **ASSUMPTIONS**

- Trissential will require a workspace and minimal supporting office infrastructure, such as network support, internet access, printers and copy machines while performing onsite tasks; some of this work will be performed on-site/some work will be performed off-site.
- Scope for this initial phase will be reduced to up to 5 processes for each of the two areas:
   Tax Research, Appeals & Legal
- The process inventory will be prioritized prior to Trissential team starting this engagement
- Tax Policy team members will be available to assist with documentation throughout this engagement. (approx. 4-5 team members)
- The scope of work will be scheduled into a 'divide and conquer' type of plan, where
  Trissential and Tax Policy team members' skills will be maximized within the 3 weeks
  available to complete this work
- Trissential Senior team member will be managing this effort as a project, leveraging talent from both Trissential and MN DOR teams mentioned above

## **ROLES & RESPONSIBILITIES**

Role	Name	Level of Effort	Responsibility
Project Sponsors -	Robert Doty	Up to 15%	Formal guidance, approval and acceptance. Interface with Engagement Manager and Trissential as needed.
Trissential – Senior Management Consulting Manager	tbd	100%	Engagement lead and Delivery Assurance. Work with MNDOR to lead and execute this SOW. Interface with all parties to provide expert leadership, insight, direction and recommendations.  Conduct review session, create process documentation, manage this project, and provide progress reporting to sponsoring leadership
Trissential – Business Consultant	tbd	100%	Work under the direction of Trissential's Senior team member. Conduct review session, create process documentation.
Account Owner	Cindy San Hamel	As needed	Provide all account, contract and financial coordination and execution.

## **COST & PAYMENT FOR SERVICES**

Maximum Hours	Bill Rate/Hr.	Total
250 - 280	\$150	\$37,500 – \$42,000

- Engagement is Time & Materials
- Total for SOW is a Not Too Exceed \$42,000
- Travel and expenses are not included in the above estimates and will be invoiced separately. No travel is expected.

## **Billing & Payment for Services**

- Work will be invoiced on a monthly basis
- Payment terms are net 30 days

Chand	ge Management
If any change to the scope of this project is be estimated and approved and an amend	s required, all changes and variances to this SOW will led SOW will be created.
Trissentia	l Value Proposition
	nized as a trusted business partner of our clients. We
business relationships. Trissential was buil business will run itself". We take great stri lifetime value of a client. We plan to demo DOR's staff.	des to educate all of our staff on the concept of the onstrate this philosophy and commitment to MN
business relationships. Trissential was buil business will run itself". We take great stri lifetime value of a client. We plan to demo DOR's staff.	t on the concept, "take care of your clients – and the des to educate all of our staff on the concept of the
business relationships. Trissential was buil business will run itself". We take great stri lifetime value of a client. We plan to demo DOR's staff.	t on the concept, "take care of your clients – and the ides to educate all of our staff on the concept of the onstrate this philosophy and commitment to MN
business relationships. Trissential was buil business will run itself". We take great stri lifetime value of a client. We plan to demo DOR's staff.	t on the concept, "take care of your clients – and the ides to educate all of our staff on the concept of the onstrate this philosophy and commitment to MN
business relationships. Trissential was buil business will run itself". We take great stri lifetime value of a client. We plan to demo DOR's staff.  STATEMENT	t on the concept, "take care of your clients — and the des to educate all of our staff on the concept of the onstrate this philosophy and commitment to MN  OF WORK ACCEPTANCE
business relationships. Trissential was buil business will run itself". We take great stri lifetime value of a client. We plan to demo DOR's staff.  STATEMENT  MN DOR - Project Sponsor / Owner	t on the concept, "take care of your clients — and the des to educate all of our staff on the concept of the onstrate this philosophy and commitment to MN  OF WORK ACCEPTANCE  Date



## AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-023

WHEREAS, the State of Minnesota, Minnesota Department of Revenue, has an interagency agreement identified as 2020-023 (Contract: 160918, Order: 3000012811) with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

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

## 1. Services to be Performed:

The Division agrees that through its Master Contract with Trissential, it will sub-contract with Trissential to provide the services identified in Exhibit A, <u>in accordance with the Disclosure and Confidentiality Agreement with the Minnesota Department of Revenue</u>, which is <u>are both</u> attached and incorporated into this agreement.

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

## APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By Robert A. Obs	By: Renda E Rappa
Title 12281878 Commissions	LTitle. Business Manager
Date. 5/17/19	Date: Aug 16,2019



## Disclosure and Confidentiality Agreement with the Minnesota Department of Revenue

WHEREAS, Trissential has executed a master professional/technical services contract with Minnesota Management and Budget, Management Analysis and Development (MAD); and

WHEREAS, Minnesota Statutes, Section 270B.13 authorizes the Minnesota Department of Revenue (Revenue) to provide contractors and vendors access to nonpublic data for tax administration;

WHEREAS, Revenue has executed interagency agreements with MAD to sub-contract with Trissential for consulting services; and

WHEREAS, Revenue agreed with Trissential on Statements of Work to document business processes; and

WHEREAS, the agreement between Trissential and MAD includes a provision governing the contractor's compliance with the Minnesota Government Data Practics Act, Minn. Stat. ch. 13, which applies to all data created, collected, received, stored, used, maintained, or disseminated about Revenue by the contractor under the contract; and

WHEREAS, Revenue is responsible for administration of the Minnesota Government Data Practices Act regarding data created, collected, received, stored, used, maintained, or disseminated about Revenue.

NOW, THEREFORE, it is agreed that for all phases of the MN DOR Process Documentation project:

- 1. All data created, collected, received, stored, used, maintained or disseminated by Trissential is Revenue data under the Minnesota Government Data Practices Act and is classified as nonpublic data as defined in Minn. Stat. § 13.02, subd. 9.
- 2. Trissential must establish procedures for safeguarding Revenue data under Minn. Stat. § 270B.13, subd. 2, which shall include:
  - a. Establishing measures to safeguard private or nonpublic information;
  - b. Agreeing that it shall make no use of the data, for either internal or external purposes, other than is directly related to the project;
  - c. Restricting disclosure of information provided by Revenue to only the employees of the contractor who have a need to know, and not to any other parties;
  - d. Agreeing to notify its officers, employees, and agents of the requirements of confidentiality of data created, collected, received, stored, used, maintained or disseminated under Minn. Stat., ch. 270B and of the possible criminal penalties imposed (Minn. Stat. § 270B.18) for violation of these laws;
  - e. Agreeing to indemnify and hold harmless the State of Minnesota from any an all liabilities and claims resulting from the unauthorized disclosure by the contractor, its officers, employees, or agents of any information required to be held confidential under provisions of Minn. Stat., ch. 270B; and

- f. Agreeing to return or destroy all source data to Revenue after completing the job for which the contractor was hired. If destroyed, Trissential must provide a statement certifying its destruction.
- 3. Trissential must notify Revenue's Authorized Representative, Alyssa Haugen, Assistant Commissioner, 651-556-6008, alyssa.haugen@state.mn.us, and the Data Compliance Official, Craig Steiner, 651-556-6026, craig.steiner@state mn.us:

a. Upon receipt of a request for any data created, collected, received, stored, used, or maintained during the project; or

b. Before disseminating, disclosing, or releasing any data created, collected, received, stored, used, or maintained during the project.

Trissential

Date

8-15-19 Signed

Minnesota Department of Revenue

Assistant Commissioner

Date

Signed



# MAD Project Number: 2020-045 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Agency: G67	Fiscal Year:	Vendor Number: ID G100000000, Location 001		
Total Amount of Contract: \$102,060.00	Amount of Contract			
Commodity Code: 80101500	Commodity Code:	Commodity Code:		
Object Code: 411903	Object Code:	Object Code:		
Amount:	Amount:	Amount:		
Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:		
Fund: 1000 7.000	Fund:	Fund:		
Appr: 6600 665	Appr:	Appr:		
Org/Sub: (467-31010)	Org/Sub	Org/Sub:		
Rept Catg:	Rept Catg:	Rept Catg:		
Amount 10-2, 060	Amount:	Amount:		
ocessing Information: (Some entries	may not apply.) Begin Date:	End Date:		
ntract: //a/4/1/8-7-/9/01 Number/Date/Entry In	Order: 3-/3)/e5/ itials Number:	per/Date/Signatures [Individual signing certifies that funds		
3-12811		have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]		

This is an agreement between the Minnesota Department of Revenue (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

## 1. Services to be Performed:

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

## 2. Contacts:

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

Management Analysis and Development: Renda Rappa

Requesting Agency: Alyssa Haugen

## 3. Consideration and Terms of Payment:

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

Up to 630 hours at rate of \$150/hour for services provided by Trissential. The Division will also invoice up to \$7,560.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$102,060.00.

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

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

## 4. Condition of Payment: .

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

## 5. Effective Dates:

This agreement is effective August 7, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until March 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

#### 6. Cancellation:

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

## 7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Alyssa Haugen. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

## 8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

## 9. Amendments:

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

### 10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

## 11. Liability:

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

#### Approved:

1. Requesting Agency	2. Management Analysis and Development
By: Jan Casson	By: Renda E Rappa
Title: C70	Title: Business Manager
Date: 8/8/19	Date: Aug 6,2019

Exhibit A



STATEMENT OF WORK:

## MN DOR Process Documentation - Phase 2

Prepared by: Pam DeGrote, Senior Business Consulting Manager Cindy San Hamel, Account Executive

> July 26, 2019 Revised July 30, 2019



1905 EAST WAYZATA BOULEVARD, SUITE 333

MINNEAPOLIS, MN 55391

888-595-7970

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## **PROJECT OVERVIEW**

Trissential has been working to document MN DOR processes throughout July 2019. This initial project, referred to as phase 1, had a narrowed scope to address the immediate need of documenting two highly critical processes.

This proposal is for a phase 2 focused on the continuation of that work, following the same approach as phase 1.

Process in scope for phase 2:

## **Pre-Session Processes**

- Policy and Technical Bill Proposals
- Governor's Tax Bill Proposal
- Budget Pages

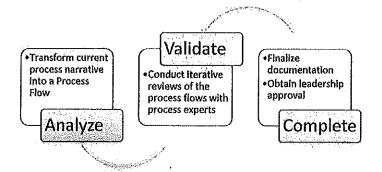
## **Conference Committee/Negotiation Processes**

- Administrative Cost Memo for Senate and House Omnibus Tax Bills
- Tracking Sheet for differences between House, Senate, and Governor's Bill
- Amendment Tracking (Language we would like fixed/changed and adopted language)
- Propósal Options

## **APPROACH**

Trissential works from a set of proven frameworks. Given the work conducted at MN DOR in 2019, Trissential recommends leveraging the current documentation that is being produced and creating an initial draft of the process diagram with minimal interaction with the subject matter experts. Once the initial draft is complete, several review sessions with the subject matter experts will be conducted to (a) refine and improve the process diagram, (b) ensure the people exercising the process are involved in documenting their process, and (c) complete the diagram.

Once the diagram is complete and all subject matter experts are comfortable, a narrative of each step will be derived and again a review cycle will be conducted.



Statement of Work sign off by 07/29/2019 Project start – 07/30/2019 Project completion – 02/28/2020

## **DELIVERABLES**

Key Deliverable	Description
Process Flow Diagram	MS Visio diagram documenting the step-by-step process at an appropriate level
Process Narrative	MS Word document that provides the narrative for the process diagram. This is written to a level to compliment the process flow, but not so detailed as a Standard Operating Procedure would be.
Process Checklist	MS Excel or MS Word document that aligns with the process flow diagram and narrative to provide a higher-level view of the work to be completed.

## **Assumptions**

- The seven processes in scope will be prioritized. Prioritization will ensure the most important processes are completed early in timeline; and if time runs out the least important may not be documented
- · Resources allocated to enable an average of documenting 1.3 processes per month
- Trissential resource time allocation may fluctuate from .5-1.2 throughout the timeline
- Phase 1 averaged 150 hours per process; Phase 2 expects to accelerate and gain efficiencies
  allowing for an average of 80-100 hours per process. If efficiencies are gained at this rate,
  roughly 7 processes may be able to be documented in a six-month timeframe.
- Trissential will be focused on completing the documentation and not mentoring or training
   MN DOR employees on the best practices and techniques
- Trissential will require a workspace and minimal supporting office infrastructure, such as network support, internet access, printers and copy machines while performing onsite tasks; some of this work will be performed on-site/some work will be performed off-site.

## **ROLES & RESPONSIBILITIES**

Role	Name	Level of Effort	Responsibility
Project Sponsors	Robert Doty	As needed	Formal guidance, approval and acceptance. Interface with Engagement Manager and Trissential as needed.
Trissential Team Lead	Pam DeGrote	0-25%	Delivery assurance, interface with Project Sponsor to ensure project delivery, client value and satisfaction. Conduct working sessions and create process documentation, as needed.
Trissential Process Documentation Expert	Susan Jacobsen	50-100%	Under Trissential Lead's direction, this essentialist will deliver this proposal's scope. Focused on the Process documentation for the approved, prioritized list of processes.
Account Owner	Cindy San Hamel	As needed	Provide all account, contract and financial coordination and execution.

## **COST & PAYMENT FOR SERVICES**

Maximum Hours	Bill Rate/Hr.	
630	\$150	\$94,500

- Engagement is Time & Materials
- Total for SOW is a Not Too Exceed \$94,500
- Travel and expenses are not included in the above estimates and will be invoiced separately.
   No travel is expected.

## **Billing & Payment for Services**

- Work will be involced on a monthly basis
- Payment terms are net 30 days

### CHANGE MANAGEMENT

If any change to the scope of this project is required, all changes and variances to this SOW will be estimated and approved and an amended SOW will be created.

## TRISSENTIAL VALUE PROPOSITION

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

STATEMENT OF WORK ACCEPTANCE

MN DOR - Project Sponsor / Owner	August 2, 2019  Date	<del></del> .
rissential Account Manager	Date	· · · · · · · · · · · · · · · · · · ·
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## MAD Project Number: 2020-066 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Agency: (467)	Fiscal Year: 2020	Vendor Number: ID G100000000, Location 001	
Total Amount of Contract: \$190,800.00	Amount of Contract	First FY:	
Commodity Code:	Commodity Code:	Commodity Code:	
Object Code: 41(903	Object Code:	Object Code:	
Amount: 190,800 -	Amount:	Amount:	
Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:	
Fund: 1000	Fund:	Fund:	
Appr: 6676600	Appr:	Appr:	
Org/Sub: (7673/800	Org/Sub:	Org/Sub:	
Rept Catg:	Rept Catg:	Rept Catg:	
Amount: 190 800 -	Amount:	Amount:	
,	s may not apply.) Begin Date:	End Date:	

This is an agreement between the Minnesota Department of Revenue (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

#### 1. Services to be Performed:

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

### 2. Contacts:

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

Management Analysis and Development: Renda Rappa

Requesting Agency: Jack Mansun

## 3. Consideration and Terms of Payment:

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

The Division will also invoice up to 960 hours at a rate of \$180/hour and up to 40 hours at a rate of \$250/hour for services provided by North Highland and up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$190,800.00.

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

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

### 4. Effective Dates:

This agreement is effective September 1, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until February 29, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

#### 5. Cancellation:

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

## 6. Requesting Agency's Authorized Agent:

The Requesting Agency's authorized agent for the purposes of this agreement is Jack Mansun. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

## 7. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

Interagency Agreement for Management Analysis and Development (Division) Services MAD Project Number: 2020-066

## 8. Amendments:

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

## 9. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

## 10. Liability:

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

## Approved:

1. Requesting Agency	2. Management Analysis and Development
By: Title: (1-70)	By: Renda E Rappa Title: Business Manager
Date: 8/26/19	Date: Aug 26, 2019

#### **Exhibit A**

## Purpose:

Agreement that through its Master Contract with North Highland, MAD will sub-contract with North Highland to provide services as an extension to the original Contract #156561, MAD Project # 2019-180.

## Scope of Work:

Coach DOR leadership on North Highland's final Project Management Assessment for DOR and help DOR leadership to implement North Highland's recommended DOR Portfolio Management Roadmap. Specifically, North Highland shall:

- 1. Onboard Portfolio Manager
- 2. Develop, train, and implement Portfolio Planning and Tracking Tool
- 3. Train DOR leadership and Portfolio Manager on how to manage current portfolio projects and conduct resources baseline planning
- 4. Set up Assessment Process and Team
- 5. Set up Governance Process and Team
- 6. Train DOR leadership and Portfolio Manager on Change Control Process

#### Length of the Contract:

Six (6) months, which is approximately 1,000 hours

## **Specify Timeframe:**

Six (6) months from September 2019 to February 2020

#### Amounts of Payments:

We would like to bring Lee Wyland back to continue coaching and implementation of North Highland's recommendations that Lee was part of its creation.

- Lee's rate for 6 months: 960 hours\*\$180 = \$172,800
- Additional North Highland's SME/Leadership support: 40 hours\*\$250 = \$10,000

Total payments for an extension to the original Contract #156561, MAD Project # 2019-180 will be \$182,800



# MAD Project Number: 2020-095 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Fotal Amount of Contract: \$203,000.00	Amount of Contra	net First FY:
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code: 41903	Object Code:	Object Code:
Amount:	Amount:	Amount:
Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: ////	Fund:	Fund:
Appr: 4616100	Appr:	Appr:
Org/Sub;	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:
ocessing Information: (Some entries ntract: ///8484/10-24-19/0 Number/Date/Entry In		End Date:

This is an agreement between the Minnesota Department of Revenue (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

## 1. Services to be Performed:

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

## 2. Contacts:

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

Management Analysis and Development: Renda Rappa

Requesting Agency: Carrie Buchholz

# 3. Consideration and Terms of Payment:

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

Up to 1,560 hours at rate of \$125/hour for services provided by Trissential. The Division will also invoice up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$203,000.00.

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

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

# 4. Condition of Payment:

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

# 5. Effective Dates:

This agreement is effective October 21, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until July 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

## 6. Cancellation:

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

# 7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Carrie Buchholz. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

# 8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

# 9. Amendments:

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

# 10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

# 11. Liability:

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

# Approved:

1. Requesting Agency	2. Management Analysis and Development
By: Jan Casper Title: C. 70	By: Renda E Perpa Title: Business Manager
Title: C70	Title: Business Manager
Date: /0/23/19	Date: October 16, 2019



PROPOSAL FOR

**TAX OPERATIONS TESTING LEAD** 

PREPARED BY:
BETTY OLSON, SR. ESSENTIALIST
CINDY SAN HAMEL, BUSINESS DEVELOPMENT
SEPTEMBER 19, 2019



1905 EAST WAYZATA BOULEVARD, SUITE 333 MINNEAPOLIS, MN 55391 888-595-7970 WWW.TRISSENTIAL.COM

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# **OUR UNDERSTANDING**

The Minnesota Department of Revenue (MN DOR) has invested significantly in improving Tax Operations quality processes over the past 2 plus years through management consulting, organizational change leadership, and intelligent test architecture. Trissential partnered with MN DOR on this effort focused on the following:

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

Currently, the Tax Operations Business Systems Units (BSU) has a significant resource shortage in comparison to the demanding volume of critical projects and support work required. MN DOR would like to engage a Test Lead expert to lead the testing efforts of the Tax Operations annual changes, system changes/upgrades and production support. Additionally the Test Lead will implement best practices and provide the Tax Operations testers continued growth and support, leverage MN DOR's investment in the testing improvement work over past 2 plus years.

# RESPONSIBILITIES OF TEST LEAD

- Tax Operations test lead activities including: planning, leading and coordinating testing efforts including projects and production support
- Identify and clear roadblocks for testers in Tax Operations BSU
- Testing (e.g. system, regression, integration, end-to-end, etc.)
- Creating test artifacts
- Create and Manage Tax Operations BSU testing timelines
- Create and Report test progress and results for Tax Operations BSU (daily to weekly)
- Planning and leading the Tax Operations BSU Annual Changes testing effort which includes multiple Tax Operations business units
- Coordination with the Tax Operations BSU Project Manager for BSU work on the Annual Changes testing
- Participate in daily stand up meetings
- Work with team members using various methodologies including: waterfall, agile/scrum, iterative and combined
- Create an on-boarding plan for new Tax Operations BSU testers
- Work with Tax Operations BSU management and team leads to on-board new testers
- Coordinate and facilitate Tax Operations BSU test topic lunch and learn meetings (monthly)

- Coordinate testing integration points by conducting "day in the life of" testing for Tax
   Operations BSU work
- Provide information and test data to Tax Research for database testing and other units as needed
- Provide weekly status reports for Tax Operations BSU
- Business side test coordination for Tax Operations BSU (daily to weekly)
- Work with Tax Operations supervisors and business units to refine the Tax Operations
  user testing process including: training, helping supervisors determine staff that are the
  right candidates to help with user testing, expectations of user testing, time estimates,
  success criteria and metrics
- Coordinate testing of Tax Operations BSU end-to-end business workflows
- · Facilitating testing meetings for Tax Operations BSU (daily to weekly)
- Updating Tax Operations BSU SQR's (tickets) with test information
- Communication and coordination with Tax Operations BSU testers, coordinators and development team (daily to weekly)
- Support Tax Operations BSU team members by providing ongoing training, best
  practices, peer reviews, coaching, mentoring and creating standard processes and
  procedures in the area of Testing with an emphasis on test case design and creation,
  and risk based testing.
- Work with the Tax Operations BSU team and management to create and implement standards, procedures and metrics for the testing work done in the BSU

### **DELIVERABLES**

- Meeting notes
- Test artifacts, reports, standards, procedures and metrics
- Weekly status updates
- Report out of testing lessons learned from Annual Changes, System changes/upgrades and production support activities
- Final report out/summary of work

### **PROPOSED SCHEDULE**

SOW sign off by October 1, 2019 Engagement start – October 7, 2019 Engagement completion – July 31, 2020

# **COST & PAYMENT FOR SERVICES**

Maximum Hours	Bill Rate/Hr.	Total
1,560	\$125	\$195,000

- Engagement is Time & Materials
- Total investment is a Not Too Exceed of \$195,000
- Travel and expenses are not included in the above estimates and will be billed separately.
   No travel is expected.
- Work will be invoiced on a monthly basis
- · Payment terms are net 30 days

# **CONSULTANTS CREDENTIALS**

Trissential is please to present Betty Olson for the Test Lead position at MN DOR. Betty has 25+ years of software quality assurance and testing experience, with a focus on risk-based testing. She is a Certified Software Quality Analyst (CSQA), a Certified ScrumMaster (CSM), and a Certified Tester Foundation Level (CTFL).

Betty has established, evaluated, and improved software quality and testing processes to bring about organizational change. She effectively managed the testing effort for many large projects and all forms of test deliverables. Betty is a highly respected work group leader and mentor, as well as an experienced presenter and trainer.

Betty worked recently with the MN DOR Tax Operations business team on leveling up their understanding of testing concepts and methods via training, coaching and mentoring. She was part of the Trissential team involved with helping the agency to transform their testing practices by identifying opportunities for improvements that will ultimately lead to better software releases and organizational change.

See the Addendum for her detailed experience.

### **CONSULTANTS REFERENCES**

Sharaj Manandhar - ScrumMaster, Lead QA Analyst

Bureau of Criminal Apprehension (BCA) Email: <a href="mailto:sharaj.manandhar@state.mn.us">sharaj.manandhar@state.mn.us</a>

Mobile Phone: (507) 210-7249

**Grace Gathaara** – QA Lead, Interim QA Manager Be The Match / National Marrow Donor Program

Email: ggathaar@NMDP.ORG Work Phone: (763) 406-8467

# **Assumptions**

Trissential will require a workspace and minimal supporting office infrastructure, such as network support, internet access, printers and copy machines while performing onsite tasks; this work will be performed on-site.

### CHANGE MANAGEMENT

If any change to the scope of this engagement is required, all changes and variances to this proposal will be estimated and approved and an amended SOW will be created.

# TRISSENTIAL VALUE PROPOSITION

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

# **ADDENDUM**



# **Betty Olson, Senior Essentialist**

# **Client and Corporate Experience**

Trissential/Expleo (Previously Trissential/SQS) September 2016 – Present

April 2019 – June 2019

Training, Coaching/Mentoring

Client: Minnesota Department of Revenue (Tax Operations Teams)

- Developed and delivered software QA testing training to 75 department staff members
- · Provided coaching and mentoring to department staff members
- Identified and recommended software QA testing improvement opportunities

June 2018 – September 2019 Delivery Lead Client: Be the Match

- Managed and led on-site QA and SDET team of 25
- Guided the performance of the offsite and offshore teams of 15
- Owned team performance quality, coaching, mentoring & training
- Conducted capability level on-boarding and coordinated off-boarding
- Assisted with software QA strategy planning and implementation
- Led data migration test effort for agile project
- · Planned a fixed budget automation test effort
- Established regression test planning approach

# September 2016 – June 2018 Test Lead

# Client: Bureau of Criminal Apprehension

- Test Lead for major system conversion project with a state agency, leading and overseeing efforts of eight Test Analysts
- Established test deliverables for agile project test plans, epic acceptance criteria, test cases, and test status report
- Plan test efforts story and epic testing, integration testing, UAT, performance testing, launch smoke testing, and regression testing
- Test environment coordinator scheduled data refreshes, built validations, and loaded key test records

# **Expertise**

Software Quality Assurance
Organizational Change Management
Risk-Based Testing
Test Strategy and Planning
Test Lead for Large Projects—
Integrations, Conversions
Test Case Design
Coordinate User Acceptance Testing
(UAT)
Regression Test Planning
Test Management
Training and Presenting

# Industries

Financial Services Insurance Public Sector Healthcare Manufacturing Commercial Products

# Technical Skills

See Page 5

# Education

Associate of Applied Science with Data Processing Endorsement (Programming) Lakewood Community College

Associate of Arts
Lakewood Community College

Certifications: CSQA, CSM, CTFL

Professional Affiliations: ASQ, TCQAA, QAI, ScrumAlliance, ISTQB



# Blue Cross Blue Shield June 2013 – September 2016

- Test Engineer, Principal
- Conversion Test Lead oversaw efforts of eight domain Test Leads, 20 vendor test resources
- Established conversion-specific test deliverables -- test plan template, test checklist, and status report
- Reported status and monitored metrics for Conversion
- Conversion coordinator for all test environment conversions between BCBSMN and HighMark
- Maintained conversion calendars and detailed conversion tracker documents
- Test Lead for MNsure State Exchange project responsible for a new member enrollment and billing file transport/transform system developed following agile methodology
- Defined test plans, test scenarios, oversaw test cases and test data creation, coordinated test effort with onshore/offshore vendor resources and knowledge transfer to Steady State team

# BenchmarkQA (BQA)

October 2005 - June 2013

Practice Lead for Training Services and Senior Consultant

- BQA Internal (October 2005 June 2013):
- Developed and delivered presentations as well as training content for multi-day software quality and testing courses
- · QualityPath process assessments, recommendations to help clients with organizational change management
- Coached, trained, mentored consultant and client team members both testing and soft skill related

### November 2012 - June 2013

# **Client: BCBSMN**

- Test Lead for MNsure State Exchange project for onsite and offshore vendor test resources
- Managed testing of a new file transport system; defined test plan, identified test scenarios, and coordinated test effort

### June 2007 - February 2013

### **Client: MN State Government**

- Test Lead for Windows desktop system software and security patches as well as business application software, developed test plans and test cases using a risk-based testing approach
- Managed the execution of test cases, report testing progress, test results; led two Test Analysts
- Liaison between infrastructure, support desk, application steward groups for desktop changes
- Recommended and implemented testing process and deliverables improvements to assist the agency with organizational change management
- Led a formal automated testing tool search of four tools, coordinated purchase of TestComplete
- Performed statistical analysis of deployed system configurations to determine testing requirements for upgrades to 5,500 agency desktop systems state-wide

# March 2007 - June 2007

# Client: Wells Fargo Home Mortgage

- Testing process and test environment improvement analysis and recommendations
- Mentored on testing best practices that accommodated waterfall and agile methodologies

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# October 2005 - February 2007

# Client: BCBSMN

- Test Lead for a major health insurer's customer data integration waterfall project
- Managed testing of customized client/server third party software package, mainframe data extracts, bulk load and deltas to an Oracle database, and new interfacing web services
- Defined test strategy, test plans, identified test requirements, and created requirements validation matrix
- · Coordinated functional, system, and performance test case design and test execution involving five test analysts
- · Facilitated user acceptance testing
- · Developed and managed test project schedule, reported progress and test results

# St. Paul Traveler's June 2005 – October 2005

# **Senior Consultant**

- · Test Lead for insurance application migration project
- Created Test Handbook and QA Checklist, performed project audit using QA Checklist

# Kodak - Health Imaging Division

May 2001 - June 2005

# **Software Quality Test Engineer**

- · Test Lead for multiple FDA regulated medical device products with 3 to 10 test analysts for waterfall projects
- Coordinated and managed product verification test effort and defects, inclusive of software and hardware
- · Select contract resources and managed their assignments; trained and coached team
- Analyzed requirement and design documents to develop test plans and test cases
- Used Telelogic DOORS for test suite and traceability from test cases to product requirements
- Coordinated the Mercury WinRunner test automation effort

### **Imation**

# March 1999 - May 2001

### Software QA Test Engineer

- · Lab supervisor responsible for all test lab assets and scheduling of test projects
- Test Lead for five test resources including temp and intern resources on-site and at university test lab; trained and coached team
- Analyzed product specifications and design documents to develop test strategies or test plans
- Designed test cases for PC and enterprise data storage solutions in Windows 9x, NT, Solaris OS
- Recorded and managed defects found during the testing cycles
- Established a software testing process for functional, interoperability, and performance testing in support of organizational change management and process maturity
- Established supplier quality assurance evaluation procedure
- · Performed version control and defect tracking tool search, evaluation, and selection
- · Participated in the testing of a Java based embedded software project for Sun Microsystems
- Assisted desktop support team to define reusable tests for desktop image changes, OS upgrades



Upstream, Inc. July 1996 – March 1999 Senior Consultant

September 1998 - March 1999

Client: Norwest Bank

Regression Test Lead for a Y2K project; led five Test Analysts

June 1998 – September 1998 Client: Andersen Windows

• Developed Product Assurance training materials

October 1997 - June 1998

Client: BCBSMN

- · Test Project Manager for process improvement effort
- Interim manager for 15 Test Analysts at BCBSMN

July 1996 – October 1997

**Client: Piper Jaffray** 

- Test Lead on enterprise waterfall software project at Piper Jaffray
- Led 2 Test Analysts through an exploratory testing based test effort

AmeriData Consulting June 1994 – May 1996

ound 1994 - May I

Consultant

Client: BCBSMN (June 1994 - May 1996)

- Test Lead for a decision support/modeling system
- Trained and led 4 Test Analysts

**United HealthCare Corporation** 

August 1990 - June 1994

Senior Test Systems Analyst / Test Systems Analyst

- Supervised, trained, coached, mentored staff of 7; initiated Internship program for entire IS department
- · Release Coordinator, facilitated four to five legacy system software releases per year
- · Researched automated testing tools, participated on Intelligent Test Environment Project
- · Appointed to a Focus Group to analyze development process and recommend improvements
- Test Lead that for numerous Unisys mainframe waterfall projects and application releases
- Established, documented and enforced QA and testing processes in support of organizational change management and process maturity
- Instituted a quality control process to ensure adherence to development standards



Higher Education Assistance Foundation April 1985 – August 1990 QA Analyst II/I (2+ years) Data Base Integrity Representative II (2 years) Loan Maintenance Processor (6 months) Data Entry Operator (6 months)

- Analyzed functional and technical designs for new enterprise system following waterfall methodology in order to create test plans
- Established test data, executed tests, and prepared test results and implementation plans

# **Technical Skills**

- Waterfall, Agile
- Oracle
- MarkLogic NoSQL
- Jira
- Confluence
- SoapUl
- XMLSpy
- Rational Tools RQM, RTC
- Qflex
- Mattermost
- Telelogic DOORS
- Mercury WinRunner



# Training and Presentations Delivered by Betty (Schaar) Olson

Trissential / Expleo Training Courses	Delivery Date
Testing Basics	Private Delivery: 8/2019, 5/2019 (4x)
Test Scenario Design Models	Private Delivery: 9/2019, 8/2019, 5/2019 (4x)

BenchmarkQA Training Courses	Delivery Type and Date
Intelligent Test Case Design (ITCD)  — contributed to creation of course in 2011	Private Delivery: 10/2011
Structured Software Test Planning (SSTP)  – reworked this course in 2007	Public Deliveries: 12/2010, 6/2010, 12/2009, 6/2009, 11/2008, 6/2008, 3/2008, 12/2007
	Private Deliveries: 11/2010, 10/2010, 2/2009, 2/2008 (2x), 12/2007, 11/2007 (2x)

enchmarkQA Quality Forum Presentations Created and Delivered	Delivery Date
Metrics That Matter	10/2012
Buyer Beware When Acquiring Third-Party Software	07/2012
Crowdsourced Testing	12/2011
A "Retro" Overview of Retrospectives	03/2011
Suffering From Release Remorse? Get Relief with Risk-based Testing	02/2010
Makin' Lemonade – Maximizing Your Resources in a Sour Economy	08/2009
True Quality Begins Long Before Testing	04/2008
Ensuring Quality with An Agile Methodology	08/2007
Requirements Management - The Foundation for Quality	04/2007

Miscellaneous Presentations Created and Delivered	Delivery Date
University of Minnesota – Masters of Science in Software Engineering Software Testing and Verification Class - Guest Lecturer Web Testing	4/2018, 4/2017, 4/2016, 4/2015, 4/2014, 4/2013, 4/2012, 4/2011, 4/2010
Minnesota Government IT Symposium - Seminar Presenter	
Test Planning for Third Party Applications	12/2011
Minnesota High Tech Association (MHTA) - Track Session Moderator	2010 Spring Conference
Twin Cities Quality Assurance Association (TCQAA)  The life-changing magic of tidying upyour regression test suite!  Prove IT! Demonstrating the Value of QA  The Zen of Test Metrics  Requirements Management – The Foundation for Quality  Using Exploratory Testing to Navigate Through Uncharted Software Functionality  Twin Cities Software Process Improvement Network (TwinSPIN)	09/2019 01/2010 12/2008 06/2008 12/1998
True Quality Begins Long Before Testing	10/2008
Software Testing Analysis & Review Conference – (STAR) '98West  San Diego, CA - by Software Quality Engineering (SQE) - Track Speaker  Using Exploratory Testing to Navigate Through Uncharted Software Functionality	10/1998
Practical Software Quality Techniques Conference (PSQT)  Minneapolis, MN - by TCQAA and Software Dimensions - Track Speaker  Using Exploratory Testing to Navigate Through Uncharted Software Functionality	10/1997



# MAD Project Number: 2020-096 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department Accounting Information: Business Accounts - 670011.			MAD Contact: <u>Renda Rappa</u> 1500, APPRID – G100085, Fund – 5200,
Agency; Total Amount of Contract: \$210,800.00	Fiscal Year:	Amount of Contract F	Vendor Number: ID G100000000, Location 001
Gommodity Code: 80101500	Commodity (	Code:	Commodity Code:
Object Code: 41903	Object Code:		Object Code:
Amount:	Amount:		Amount:
Accounting Distribution 1:	Accounting Distribution 2:		Accounting Distribution 3:
Fund: /000	Fund:		Fund:
Appr: 6/11/190	Appr:		Appr:
Org/Sub:	Org/Sub:		Org/Sub:
Rept Catg:	Rept Catg:		Rept Catg:
Amount:	Amount:		Amount:
Processing Information: (Some entries  Contract: ///8487/10-24-19/0  Number/Date/Entry In		Begin Date: Order: <u>3-/3439/</u> Numbe	End Date:    O 1 -   9   M   M     End Date:   O 1 -   9   M     End Date:   Individual signing certifies that funds   have been encumbered as required by   Minn. Stat. §§16A.15 and 16C.05]

This is an agreement between the Minnesota Department of Revenue (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

# 1. Services to be Performed:

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

## 2. Contacts:

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

Management Analysis and Development: Renda Rappa Requesting Agency: Carrie Buchholz

# 3. Consideration and Terms of Payment:

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

Up to 1,560 hours at rate of \$130/hour for services provided by Trissential. The Division will also invoice up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$210,800.00.

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

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

# 4. Condition of Payment:

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

## 5. Effective Dates:

This agreement is effective October 21, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until July 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

# 6. Cancellation:

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

# 7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Carrie Buchholz. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

# 8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

### 9. Amendments:

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

# 10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

# 11. Liability:

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

# Approved:

1. Requesting Agency	2. Management Analysis and Development
By: fai Casper	By: Runda E Rouppa Title: Business Manager
Title: C70	Title: Business Manager
Date: 10/23/19	Date: October 16, 2019



# **PROPOSAL FOR**

TAX OPERATIONS PROJECT MANAGEMENT WITH BUSINESS ANALYSIS

PREPARED BY: CHRIS TOMCZIK, SR. ESSENTIALIST CINDY SAN HAMEL, BUSINESS DEVELOPMENT SEPTEMBER 20, 2019



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### **OUR UNDERSTANDING**

The Minnesota Department of Revenue (MN DOR) has invested significantly in improving Tax Operations quality processes over the past 2 plus years through management consulting, organizational change leadership, and intelligent test architecture. Trissential partnered with MN DOR on this effort focused on the following primary objectives:

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

In addition to the primary objectives, the Trissential team helped MN DOR:

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

Currently, the Tax Operations Business Systems Units (BSU) has a significant resource shortage in comparison to the demanding volume of critical projects and support work required. MN DOR would like to engage a consultant who can provide project management and business analysis services to lead the Tax Operations portion for their annual changes, system changes/upgrades and production support. Additionally this consultant's skills and experience will be leveraged to help them implement best practices for requirements provide the Tax Operations staff continued growth and support during the continued operations and also leveraging MN DOR's investment they made in Analysis and Business Agility training and coaching over the past several months.

# **RESPONSIBILITIES OF CONSULTANT**

- Tax Operations BSU Project Manager and lead Business Analyst for BSU work on the Annual Changes project
- Tracking SQR's (tickets) which are required for annual changes
- Managing the Tax Operations BSU timelines
- Create and report metrics for Tax Operations BSU
- Create risk log and escalate issues appropriately for Tax Operations BSU
- Participate in daily stand up meetings
- Work with team members using various methodologies including: waterfall, agile/scrum, iterative and combined
- Identify and clear roadblocks for team members for Tax Operations BSU

- Provide weekly status reports for Tax Operations BSU
- Business side coordination for Tax Operations BSU (daily to weekly)
- Facilitating meetings for Tax Operations BSU (daily to weekly)
- Requirements elicitation and documentation for Tax Operations BSU (daily to weekly)
- Communication and coordination with development team for Tax Operations BSU (daily to weekly)
- Coordinating Tax Operations BSU testing effort with the Tax Operations BSU test lead and with multiple business units
- Coordinating with the Tax Operations BSU test lead to provide information and test data to Tax Research for database testing
- Coordinating with the Tax Operations BSU test lead to report test results (daily to weekly)
- Coordinate production support for Tax Operations BSU (daily to weekly)
- Ensure hold gueues are set up and released at the right time
- Facilitate and document Tax Operations BSU lessons learned after the Annual Changes project
- Create a future plan for Tax Operations BSU Annual Changes including analysis of the timeline and what activities Tax Operations BSU could start earlier
- Support Tax Operations BSU team members by providing ongoing training, best practices, peer reviews, coaching, mentoring and creating standard processes and procedures in the area of Project Management and Business Analysis with an emphasis on requirements elicitation and documentation.
- Work with the Tax Operations BSU team and management to create and implement standards, procedures and metrics for the business analysis work done in Tax Operations BSU.

# **DELIVERABLES**

- Meeting notes
- · Reports and metrics
- Weekly status updates
- Product/project timelines
- Product/project risk log
- Requirements documentation
- Report out of lessons learned from Annual Changes, System changes/upgrades and production support activities
- Plan for next year's annual changes that includes analysis of the timeline and activities that could be started earlier
- Final report out/summary of work

## **PROPOSED SCHEDULE**

SOW sign off by October 1, 2019

Engagement start - October 28, 2019\*

Engagement completion - July 31, 2020

\*Chris will be available part-time the week of October 28<sup>th</sup> as he is completing another client engagement.

## **COST & PAYMENT FOR SERVICES**

Maximum Hours	Bill Rate/Hr.	Total
1,560	\$130	\$202,800

- Engagement is Time & Materials
- Total investment is a Not Too Exceed of \$202,800
- Travel and expenses are not included in the above estimates and will be billed separately.
   No travel is expected.
- Work will be invoiced on a monthly basis
- Payment terms are net 30 days

# **CONSULTANTS CREDENTIALS**

Chris Tomczik was the project manager and business analyst with Trissential working with the MN DOR Tax Operations business team on the quality improvement engagement. He partnered with the MN DOR project manager to coordinate this fast-paced, multifaceted effort and also provided analysis work to capture and analyze current state testing methodology to measure effectiveness and identify gaps for improvement, providing recommendations and strategies which will ultimately lead to better software releases and organizational change. Chris is an excellent resource and with his Tax Operations experience can get up to speed very quickly adding immediate value to the team leading the Tax Ops portion of Annual Changes, system changes/upgrades and Production Support as well as implementing some best practices for requirements.

See the Addendum for his detailed experience.

## **CONSULTANTS REFERENCES**

Ted Trenzeluk

Ted.Trenzeluk@state.mn.us

Minnesota IT Services

651-556-6230

Villa Dejvongsa v.dejvongsa@fulcrumhealthinc.org Fulcrum Health 651-242-9891

### **Assumptions**

Trissential will require a workspace and minimal supporting office infrastructure, such as network support, internet access, printers and copy machines while performing onsite tasks; this work will be performed on-site.

## **CHANGE MANAGEMENT**

If any change to the scope of this engagement is required, all changes and variances to this proposal will be estimated and approved and an amended SOW will be created.

# TRISSENTIAL VALUE PROPOSITION

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

# **ADDENDUM**



# **Christopher Tomczik**

# **Executive Summary**

Christopher is an experienced Management Consultant focused on Business Analyst, Systems Architect and Project Management roles having led numerous full life cycle custom software development and integration projects. He combines strong analytical and problem solving skills, broad knowledge of technology, effective leadership and communication, and attention to detail and quality to create complex systems ensuring a robust, cost effective, reliable, and strategic solution. Christopher has 20+ years of experience in the application of information technology to business objectives in a wide variety of industries.

# Client and Corporate Experience.

Consulting Firm
May 2016 – Present
Independent Consultant & Owner

# Client: Ameriprise July 2019 – Present

- Gathered, analyzed, documented, and translated business needs into user requirements, process flow models, and functional specifications used to divest an 1800 employee corporate subsidiary
- Facilitated interactive discussions with business units and technology teams to define requirements, identify interdependencies, and develop end-to-end solutions to complex use cases
- Provided overall project management of the testing effort including creation of test plans and schedules, documentation and resolution of defects, and progress reporting
- Led the creation and execution of the implementation plan for all cutover activities, including pre- and post-implementation

# Client: Minnesota Department of Revenue May 2019 – July 2019

- Captured and analyzed current state testing methodology of the agency's applications, interfaces, and reporting to measure effectiveness and identify gaps in all phases of testing
- Diagramed data flows of all systems from end-to-end and created process flow diagrams for select Tax Operation business processes
- Identified recommendations and strategies that can be adopted to improve testing quality and efficiency and ultimately lead to better software releases and organizational change.
- Provided project management services coordinating the improvement effort which included DOR staff, Trissential team, and a third-party vendor.

# Expertise

Business Analysis
Systems Architecture
Project Management
Software Development Life Cycle
Information Technology
Requirements Gathering & Analysis
Process Improvement
Scope Management
Risk Management
Application & Data Migrations
Use Cases
Waterfall & Agile Methodologies

# Industries

Technology Services
Public Sector
Non-Profit
Healthcare
Financial Services
Pharmaceuticals

# **Technical Skills**

IBM Rational, .Net, C#, SharePoint, Oracle PL/SQL, Microsoft SQL Server, QlikView, UNIX, BEA WebLogic, Dreamweaver, Visual Basic, Transact-SQL

# Education

BA, Quantitative Methods & Computer Science, Business Administration – magna cum laude University of St. Thomas



# Client: Fulcrum Health April 2018 – April 2019

- Provided technical analysis and support for the implementation of a credentialing system (Cactus), utilization
  management system (Jiva), and data warehouse (Microsoft SQL Server). Deliverables included gap analysis,
  architecture diagram, data mapping, data flow diagram, and testing and deployment procedures
- Captured current and future states to facilitate the assumption of core business functions such as credentialing management, service monitoring, and claims payment from a third party
- Coached internal staff on project management functions, business analysis techniques, and testing best practices to improve their capacity to absorb these new business workstreams and facilitated an organization change to increase their technical independence
- Defined business requirements and performed data analytics for clinical, compliance, quality assurance, finance, sales and executive management
- Designed and developed reports using Microsoft SSRS and QlikView business intelligence tool

# Client: mGage

# June 2016 - December 2017

- Coordinated and facilitated user interviews and workshops to gather and analyze requirements for a customer and mobile carrier service code provisioning system
- Developed functional requirement specifications, creating detailed use cases and process flow diagrams to support functional specifications
- Incorporated workflow, real-time status dashboards, and external data integration to simplify business processes
  and increase efficiency and productivity
- Created product backlog, sprint backlog and managed user stories in a Scrum environment using Jira and Confluence
- Led the development of the provisioning application using Python with a Flask framework with resources I was responsible for hiring and mentoring

Consulting Firm June 1995 – April 2016 Principal Consultant

# Client: Minnesota State Retirement Systems August 2012 – April 2016

- Facilitated client interviews, workshops, and JAD sessions to learn current business processes, gather system
  requirements, and redesign business processes for a multi-phase legacy application migration project
- · Documented complex business processes using BPM in IBM Rational Software Architect
- Developed use cases and wire frame screen designs to document system requirements and served as a business liaison for the development, testing, and training teams
- Responsible for leading the user acceptance testing in core areas of the application
- Project Managed post-production support which included incident and defect triage, scope control, risk mitigation, and on-time bimonthly system release deployments
- Supported the agency's buildup of their IT staff and adoption of agile methodology to modernize their resource skills and increase their productivity
- Account management including project budgeting, revenue forecasting, and client invoicing



# Client: Homeownership Preservation Foundation

# August 2008 - July 2012

- Provided all aspects of technology direction and support for a mortgage counseling intermediary with a network of over 500 counselors from eight agencies
- Led an application and data migration that supported a 50% increase in call volume and counseling session capacity
  and eliminated dual data entry through the use of web services; used waterfall methodology
- · Defined programs and processes for the identified strategic business objectives
- · Coached client staff in data analysis, report design, and program management
- Project Managed an off-shore development team and remote resources to provide cost effective Microsoft .Net
   Framework with C# application and SharePoint portal support and development without sacrificing quality
- Analyzed data and designed reports using Microsoft SQL Server Reporting Services for the operations, quality control, and finance departments

# Client: MemberHealth

# November 2005 - May 2008

- Identified and resolved data integrity issues and discrepancies of a startup Medicare Part D prescription drug
  insurance provider that were inhibiting the enrollment of over 1M members who signed up in the plan's first three
  months
- Developed an application pre-enrollment validation process to increase data quality using Oracle PL/SQL and automated through UNIX Shell scripts to validate application data, verify member eligibility through a third party vendor, interface with an error resolution workflow package, and stage the data for enrollment submission
- Defined requirements and led a team of developers to develop external processes and reports that interfaced with TriZetto's Facets commercial software during an application conversion; used waterfall methodology
- Influenced an organizational restructuring of the operations to adapt to the company's growth and trained technical support staff to develop business analysis skills in order to assume additional responsibilities

### Client: US Bank

# January 2005 - May 2005

- Performed as a technical analyst to develop an architecture and approach to layer 3 and 4 monitoring of US Bank's data network that leverages their current investment in layer 2 tools
- Established a performance and capacity reporting structure that fulfills the needs of the various groups involved in network support and planning

# Client: Upsher-Smith Laboratories

## April 2004 - December 2004

- Led the development and deployment of a customer relationship management application using JSPs and servlets integrated with various third-party applets hosted on Apache Tomcat
- Mentored client developers to enable them to support and maintain the application
- Architected a replication procedure written in Java to synchronize data between the mobile client and the server databases to provide pharmaceutical sales reps in the field real-time access to data

# Client: Student Loan Finance Corporation September 2002 – April 2004

 Developed and tested JSPs and servlets for a web application using BEA WebLogic and Macromedia Dreamweaver products that allowed the volume of the client's loan portfolio to double without adding staff

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 Responsible for configuring and maintaining the development environment and supporting the technical needs of the development team

# Client: Bryan Cave LLP April 2001 – June 2002

- Implemented Novell ZENworks for remote desktop management of over two dozen locations world-wide
- Coordinated the testing of client applications with product owners for OS upgrade compatibility
- Deployed a company-wide Windows migration to all client computers and provided post deployment end-user support

# Client: Johnson & Johnson January 2001 – April 2001

- · Conducted an inventory of software assets and licenses to support a divisional divestiture
- Administered system requirements governance for corporate approval of development projects

### **Client: Guidant**

# March 1999 - January 2001

- Developed and implemented an application using Visual Basic and Transact-SQL that tracks changes in status and/or location of devices to conform to FDA government regulatory requirements
- Resolved post-production application and infrastructure issues and developed enhancements while preparing the client for ownership of production support

# **Client: Pillsbury**

### November 1998 - February 1999

· Analyzed applications for Y2K compliance

# Client: Minneapolis Community Development Agency February 1997 – August 1998

- Developed a custom object-oriented application to support city development initiatives using Visual Basic
- Defined the business requirements, designed the interface, and led the development of the application's property maintenance module

# Client: Mutual Insurance Company of Arizona September 1995 – January 1997

- Developed an application to administer medical malpractice insurance using PowerBuilder and a Sybase backend
- Developed a complex rating engine using Microsoft VBA and Excel to calculate insurance premiums