



October 13, 2021

The Honorable Mary Kiffmeyer, Chair
Senate State Government Finance
3101 Minnesota Senate Building

The Honorable Michael Nelson, Chair
House State Government Finance
585 State Office Building

The Honorable Jim Carlson
Ranking Minority Member
2207 Minnesota Senate Building

The Honorable Jim Nash
Ranking Minority Member
349 State Office Building

Dear Senators and Representatives:

In accordance with 1st Special Session Laws of 2017, Chapter 4, Article 2, Section 16, I am submitting this inter-agency agreement and 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 agencies.

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

Sincerely,

A handwritten signature in blue ink that reads 'Robert A. Doty'.

Robert A. Doty
Commissioner

Cc: Eric Nauman, Senate Counsel, Research and Fiscal Analysis
Bill Marx, House Fiscal Analysis
Andrew Erickson, Senate Counsel, Research and Fiscal Analysis
Helen Roberts, House Fiscal Analysis

Revenue

FY 2021 Interagency Agreements and Service Level Agreements /Cummulative Value over \$100,000

October 6, 2021

Agency	Agreement Amount	FY21 Expended Amount	Legal Authority	Purpose	Effective Date	Duration
Attorney General	\$ 556,813	\$ 556,813	M.S. 16A.055; 8.15 subd 3	Legal Services	7/1/2020	6/30/2021
DHS	\$ 120,000	\$ 60,000	M.S. 471.59	Computer Forensics	7/20/2020	6/30/2022
MMB	\$ 11,875	\$ 11,875	M.S. 16A.055, 43A.01 & 471.59	Chief Inclusion Officer	7/23/2020	6/30/2021
MMB	\$ 4,000	\$ 4,000	M.S. 16A.055, 43A.01 & 471.59	Childrens Cabinet staffing and support	7/1/2019	6/30/2021
MMB	\$ 39,975	\$ 39,975	M.S. 43A.09 & 471.59	MMB Training and Development Programs	7/1/2019	6/30/2021
MMB	\$ 10,249	\$ 10,240	M.S. 43A.09 & 471.59	Statewide Recruiting	2/15/2019	6/30/2021
MMB	\$ 66,250	\$ 16,209	M.S. 16A.055; & 471.59	Service Agreement #177 Investigative Services	8/28/2020	6/30/2020
MMB	\$ 203,000	\$ -	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	\$ -	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	\$ 19,829,886	\$ 19,829,886	M.S. 16A.055; 16E.016	MN.IT Enterprise @ Agency IT Services to DOR	7/1/2020	6/30/2021
MN.IT Services	\$ 5,879,710	\$ 5,879,710	M.S. 16A.055; 16E.016	MN.IT Enterprise Agency IT Services	7/1/2020	6/30/2021
Total	\$ 26,932,558	\$ 26,408,708				

FY 2021 Appropriation Transfers
October 6, 2021

[illegible]

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

165133
Individual certifies that funds have been encumbered as
required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Date: 8/22/2019Purchase Order No.: 13-13187**3. DEPARTMENT OF REVENUE**By: 

(with delegated authority)

Title: Assistant CommissionerDate: 8/22/2019**2. MINNESOTA MANAGEMENT & BUDGET**By: 

(With delegated authority)

Title: DCDate: 8/23/19



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

Requesting Agency: Minnesota Department of Revenue

MAD Contact: Renda Rappa

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts – 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$203,000.00	Amount of Contract First FY:	
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	Fund:	Fund:
Appr: 61676100	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: 168484/10-24-19/cnr
Number/Date/Entry Initials

Order: 3-13438/10-24-19/cnr
Number/Date/Signatures

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

This is an agreement between the Minnesota Department of 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: <i>Lari Casper</i> Title: <i>CFO</i> Date: <i>10/23/19</i>	By: <i>Renata E. Reppa</i> Title: <i>Business Manager</i> Date: <i>October 16, 2019</i>



**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
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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: sharaj.manandhar@state.mn.us
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



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

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 III/II (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
- SoapUI
- 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
<i>Testing Basics</i>	Private Delivery: 8/2019, 5/2019 (4x)
<i>Test Scenario Design Models</i>	Private Delivery: 9/2019, 8/2019, 5/2019 (4x)

BenchmarkQA Training Courses	Delivery Type and Date
<i>Intelligent Test Case Design (ITCD)</i> – contributed to creation of course in 2011	Private Delivery: 10/2011
<i>Structured Software Test Planning (SSTP)</i> – 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)

BenchmarkQA Quality Forum Presentations Created and Delivered	Delivery Date
<i>Metrics That Matter</i>	10/2012
<i>Buyer Beware When Acquiring Third-Party Software</i>	07/2012
<i>Crowdsourced Testing</i>	12/2011
<i>A "Retro" Overview of Retrospectives</i>	03/2011
<i>Suffering From Release Remorse? Get Relief with Risk-based Testing</i>	02/2010
<i>Makin' Lemonade – Maximizing Your Resources in a Sour Economy</i>	08/2009
<i>True Quality Begins Long Before Testing</i>	04/2008
<i>Ensuring Quality with An Agile Methodology</i>	08/2007
<i>Requirements Management – The Foundation for Quality</i>	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 <i>Test Planning for Third Party Applications</i>	12/2011
Minnesota High Tech Association (MHTA) - Track Session Moderator	2010 Spring Conference
Twin Cities Quality Assurance Association (TCQAA) <i>The life-changing magic of tidying up...your regression test suite!</i>	09/2019
<i>Prove IT! Demonstrating the Value of QA</i>	01/2010
<i>The Zen of Test Metrics</i>	12/2008
<i>Requirements Management – The Foundation for Quality</i>	06/2008
<i>Using Exploratory Testing to Navigate Through Uncharted Software Functionality</i>	12/1998
Twin Cities Software Process Improvement Network (TwInSPIN) <i>True Quality Begins Long Before Testing</i>	10/2008
Software Testing Analysis & Review Conference – (STAR) '98West San Diego, CA - by Software Quality Engineering (SQE) - Track Speaker <i>Using Exploratory Testing to Navigate Through Uncharted Software Functionality</i>	10/1998
Practical Software Quality Techniques Conference (PSQT) Minneapolis, MN - by TCQAA and Software Dimensions - Track Speaker <i>Using Exploratory Testing to Navigate Through Uncharted Software Functionality</i>	10/1997



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

Requesting Agency: Minnesota Department of Revenue

MAD Contact: Renda Rappa

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts – 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$210,800.00	Amount of Contract First FY:	
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	Fund:	Fund:
Appr: 616716100	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: 168487/10-24-19/CMP
Number/Date/Entry Initials

Order: 3-13439/10-24-19/CMP
Number/Date/Signatures

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

This is an agreement between the Minnesota Department of 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:

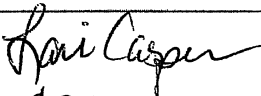
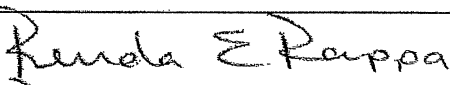
1. Requesting Agency	2. Management Analysis and Development
By: 	By: 
Title: CTO	Title: Business Manager
Date: 10/23/19	Date: October 16, 2019

Exhibit A



**PROPOSAL FOR
TAX OPERATIONS PROJECT MANAGEMENT WITH BUSINESS ANALYSIS**

PREPARED BY:
CHRIS TOMCZIK, SR. ESSENTIALIST
CINDY SAN HAMEL, BUSINESS DEVELOPMENT
SEPTEMBER 20, 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 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 queues 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 28th 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 cut-over 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



- 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

**INTERAGENCY AGREEMENT BETWEEN
THE MINNESOTA ATTORNEY GENERAL'S OFFICE
AND THE MINNESOTA DEPARTMENT OF REVENUE**

WHEREAS, the Minnesota Department of Revenue ("MDOR") and the Office of the Attorney General ("AGO") (collectively, the "Parties") entered into an agreement for legal services for FY 2021 (the "Agreement"); and

WHEREAS, under the Agreement, MDOR is to pay to AGO the quarterly sum of \$142,975; and

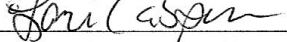
WHEREAS, in an Order filed on May 7, 2020, the Minnesota Tax Court awarded Appellants Mark and Sharon Zuahar (the "Appellants") attorney fees and expenses against MDOR in the amount of \$30,171.30 in the matter captioned *Zuuhar v. Commissioner of Revenue*, Docket No 9139-R; and

WHEREAS, MDOR has paid to Appellants the sum of \$30,171.30; and

WHEREAS, the Parties have agreed to resolve the matter of the payment of the attorney fees and expenses awarded to Appellants in accordance with the following terms:

1. MDOR and AGO shall each be responsible for one-half, or \$15,085.65, of the attorney fees and expenses awarded to Appellants.
2. MDOR's second quarterly installment under the Agreement of \$142,975 will be reduced by \$15,085.65 as payment to MDOR for AGO's one-half share of the attorney fees and expenses awarded to Appellants.
3. This reduction will be shown on the invoice AGO sends to MDOR for the second quarterly installment and reflect that MDOR's second quarterly installment is reduced to \$127,889.35.

DEPARTMENT OF REVENUE

By: 

Title: CFO

Date: 12/10/2020

OFFICE OF THE ATTORNEY GENERAL

By: 

Title: Assistant Attorney General

Date: December 10, 2020



**STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN THE
DEPARTMENT OF REVENUE AND
OFFICE OF THE ATTORNEY GENERAL
FOR FY 2021**

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 2021 and the Attorney General has agreed to provide those additional legal services in FY 2021. 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 2021. The Attorney General will continue to provide 5,250 hours in addition to the 4,300 hours funded by the Department in FY 2021. 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 2021 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 Kristine Nogosek, Assistant Attorney General – Manager of the Tax Litigation & Education Division. 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

By: 

Title: Commissioner

Date: 5/26/2020

OFFICE OF THE ATTORNEY GENERAL

By: 

Title: Assistant Attorney General

Date: 6/2/2020

**MINNESOTA MANAGEMENT AND
BUDGET**

By: _____

Title: _____

Date: _____

#4725674-v1

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 (MMB) and Minnesota Department of Revenue (MDOR or Requesting Agency).

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: Chris Taylor, Chief Inclusion Officer, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, chris.taylor@state.mn.us, 651-201-3453.

MDOR: Lee Ho, Deputy Commissioner, or their successor designated by the Commissioner, 600 North Robert St., St. Paul, MN 55101 lee.ho@state.mn.us 651-556-6005.

2. Consideration and Terms of Payment:

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST: \$11,875.00

You will receive an annual invoice from MMB in July or August 2020. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 23, 2020, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2021.

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.

Approval:

1. STATE ENCUMBRANCE VERIFICATION

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

DocuSigned by:
 Signed: Carolyn M.J. Murphy
06E61F5F8D17493...
 Date: 7/22/2020 180666- 3000014235

3. Minnesota Management and Budget

DocuSigned by:
 By: Daniel Moore
(with delegated authority)
 Title: Chief Financial Officer
 Date: 7/22/2020

2. Minnesota Department of Revenue

DocuSigned by:
 By: Lee Ho
E6ED2994C1C1414C
(With delegated authority)
 Title: Deputy Commissioner
 Date: 7/22/2020

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 471.59, 4.045, and 16A.055 this is an agreement between Minnesota Management and Budget (MMB) and Minnesota Department of Revenue [MDOR or Requesting Agency].

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 their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, Erin.Bailey@state.mn.us, 651-201-8044.

MDOR: Lee Ho, Deputy Commissioner, or their successor designated by the Commissioner, 600 North Robert St., St. Paul, MN 55101 lee.ho@state.mn.us 651-556-6005.

2. Consideration and Terms of Payment:

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST: \$4,000

You will receive an annual invoice from MMB in July or August 2020. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 17, 2020, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2021.

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.

Approval:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: DocuSigned by: Carolyn M. J. Murphy
06E61F5F8D17493...
 Date: 7/13/2020 180019- 3000014180

2. [Minnesota Department of Revenue]

By: DocuSigned by: Lori Caspers
89BA47744E1440
 (with delegated authority)

Title: CFO

Date: 7/13/2020

3. Minnesota Management and Budget

By: DocuSigned by: Daniel Moore
 (with delegated authority)

Title: Chief Financial Officer

Date: 7/13/2020

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 43A.21 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and the Department of Revenue (MDOR or Requesting Agency).

1. Services to be Performed:

MMB will provide the following services:

- Administration, maintenance and upgrades for the Enterprise Learning Management system
- Enterprise employee engagement and inclusion survey, which is conducted every two years
- Post-survey follow-up coaching and support to agencies
- Annual required training and policy acknowledgements for all employees
- Continuation of LinkedIn Learning offered to 10,000 employees
- Development of other eLearning needed by the enterprise

Authorized Agents:

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

MMB: Kristin Batson, Deputy Commissioner – Enterprise Human Capital, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, kristin.batson@state.mn.us, 651-259-3816.

MDOR: Lee Ho, Deputy Commissioner, or their successor designated by the Commissioner, 600 North Robert St., St. Paul, MN 55101 lee.ho@state.mn.us 651-556-6005.

2. Consideration and Terms of Payment:

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST: \$39,975.00

You will receive a quarterly invoice from MMB for 25% of this amount, beginning August 2020. Each quarterly invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective August 12, 2020, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2021.

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.

Approval:

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
DocuSigned by: 06F61E5F8D17493...
 Date: 8/10/2020 181587- 3000014276

2. Department of Revenue

By: Lori Caspers
DocuSigned by: 89BA87D14B144F0C
 Title: CFO
 Date: 8/11/2020

3. Minnesota Management and Budget

By: James Moore
DocuSigned by: (with delegated authority)
 Title: Chief Financial Officer
 Date: 8/11/2020

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.09 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and the Department of Revenue (MDOR or Requesting Agency).

1. Services to be Performed:

The statewide recruiting unit will provide expertise and guidance to cabinet-level agencies in the filling of higher-level positions within the executive branch.

Authorized Agents:

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

MMB: Kristin Batson, Deputy Commissioner – Enterprise Human Capital, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, kristin.batson@state.mn.us, 651-259-3816.

MDOR: Lee Ho, Deputy Commissioner, or their successor designated by the Commissioner, 600 North Robert St., St. Paul, MN 55101 lee.ho@state.mn.us 651-556-6005.

2. Consideration and Terms of Payment:

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST: \$10,249.00

You will receive an annual invoice from MMB in July or August 2020. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 30, 2020, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2021.

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.

Approval:

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
DocuSigned by: 06E61F5F8D17493...
 Date: 7/23/2020 180783- 3000014248

2. [Department of Revenue]

By: Lori Caspers
DocuSigned by: 89BA87104E10F...
 (with delegated authority)

Title: CFO

Date: 7/23/2020

3. Minnesota Management and Budget

By: Daniel Moore
DocuSigned by: (with delegated authority)

Title: Chief Financial Officer

Date: 7/23/2020

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Revenue (DOR) and Human Services (DHS).

Agreement

1 Term of Agreement

1.1 **Effective date:** July 10, 2020, 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, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The Department of Human Services (DHS) will assist the Department of Revenue (DOR) 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 DHS staff 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.

DOR's privacy obligations related to the forensic data DHS provides under this contract are governed by the privacy provisions of state and federal laws.

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 2021: \$60,000.00

Fiscal Year 2022: \$60,000.00

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

4 Conditions of payment

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

5 Authorized Representative

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

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

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. Each party's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736.

8 Termination

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.

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
DocuSigned by: 06E61F5F8D17493...

Date: 07/08/2020

SWIFT Contract No: 179726- 3000014152

3. Department of Revenue

By: Lori Caspers
DocuSigned by: 06E61F5F8D17493... (with delegated authority)

Title: CFO

Date: 7/8/2020

2. Department of Human Services

By: Charles E. Johnson
DocuSigned by: 11D9947A8A8D43C (with delegated authority)

Title: Deputy Commissioner

Date: 7/8/2020