

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

**WHEREAS**, the Minnesota Department of Health (“MDH”), the Minnesota Department of Commerce (“Commerce”) (collectively "the Agencies") are authorized to enter into interagency agreements pursuant to The Joint Powers Act, Minnesota Statutes, § 471.59; and

**WHEREAS**, MDH and the Commerce are authorized to enter into interagency agreements for technical services according to Minnesota Statutes §15.061; and

**WHEREAS**, MDH is responsible for the development and maintenance of an organized system of programs and services for protecting, maintaining, and improving the health of the citizens, including to assess and evaluate the effectiveness and efficiency of health service systems in the state pursuant to Minnesota Statutes § 144.05; and

**WHEREAS**, MDH is the state agency responsible to protect, maintain and improve the health of citizens of Minnesota, and is the agency designated to administer Minnesota Statutes chapter 62D regulating health maintenance organizations, chapter 62N regulating community integrated services networks, chapter 62Q regulating certain health plan companies, Minnesota Statutes chapter 256B.692 regulating county-base purchasing and Minnesota Rule, chapter 4685; and

**WHEREAS**, Commerce has the power to enforce laws of the state relating to insurance, including certification of actuarial soundness and financial examinations of health insurance carriers in Minnesota under Minnesota Statutes chapter 60A; and

**WHEREAS**, Commerce and MDH are responsible for regulating premium rates charged or proposed to be charged by all health carriers in the small employer market for the respective carriers they regulate according to Minnesota Statutes chapter 62L; and

**WHEREAS**, Commerce and MDH are committed to ensuring a coordinated regulation of all health insurance companies offering products in Minnesota, in accordance with statute and rule, in a manner that promotes efficiencies and avoids duplication of effort and costs.

**NOW, THEREFORE, it is agreed:**

**Agreement**

**1 Term of Agreement**

**1.1 Effective date:** July 1, 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, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

**2.1 THE DEPARTMENT OF COMMERCE (hereinafter referred to as COMM) SHALL:**

- A. Assume responsibility for the duties specified in this Agreement related to financial solvency monitoring, regulation, rehabilitation and liquidation of all entities that are licensed or applying for licensure under Chapters 62D, 62N or 62T, and of all county boards or groups of county boards that purchase or provide or that are proposing to purchase or provide health care services under Minnesota Statutes section 256B.692. Entities that are licensed under Chapters 62D, 62N or 62T shall hereinafter be collectively referred to as “Minnesota Department of Health (MDH)-regulated health plan companies.” County boards and groups of county boards that elect to purchase or provide health care services under Minnesota Statutes section 256B.692 shall hereinafter be collectively referred to as “county-based purchasers.” Services to be provided by COMM shall include but not be limited to:
1. Schedule and conduct financial examinations as required and permitted by statutes. Financial examinations shall be conducted in a manner consistent with Minnesota law and standards developed by the National Association of Insurance Commissioners (NAIC). COMM will conduct examinations using procedures contained in the NAIC Financial Condition Examiners Handbook. Except where Minnesota law is more specific, COMM will determine compliance based on the accounting practices and procedures contained in the NAIC Accounting Practices and Procedures manual, and the NAIC Health Annual Statement Instructions. (Financial Examinations)
  2. Review and analyze periodic financial reports filed by MDH-regulated health plan companies and by county-based purchasers; (Financial Analysis)
  3. Within 10 business days of receiving each annual and quarterly financial report filed by any MDH-regulated health plan company, provide a copy of the report to the Managed Care Systems Section of MDH, Suite 220, 85 7th Place E., Golden Rule Building, St. Paul, Minnesota. (Financial Analysis)
  4. Within 10 business days of receiving each annual and quarterly financial report filed by any entity under contract for prepaid Medicaid services with the Minnesota Department of Human Services, provide a copy of the report to the Purchasing and Service Delivery Division of the Minnesota Department of Human Services, 444 Lafayette Road, St. Paul, Minnesota; (Financial Analysis)
  5. Within 60 days of receiving each annual financial report of Minnesota Health Maintenance Organizations (HMOs), provide a summary report of the premium revenue reported by all HMOs for the purpose of calculating the annual surcharge pursuant to MS 256.9657 Sub. 3 by the Department of Human Services; (Health Actuarial)
  6. Report the findings of financial examinations and/or financial analysis reviews to the Commissioner of Health via the Health Policy Division Director;
  7. Recommend enforcement or other remedial action to the Commissioner of Health via the Health Policy Division Director;
  8. Review applications by entities seeking certificates of authority, licenses or approvals under chapters 62D (HMOs), 62N (CISNs) and 62T (community purchasing arrangements), and make recommendations to the Commissioner of Health regarding the applicant’s compliance with the financial requirements; (Financial Analysis)
  9. Review preliminary and final proposals submitted by entities that are or wish to be county-based purchasers, and make recommendations to the Commissioner of Health regarding the entity’s compliance with the financial requirements and solvency; (Financial Analysis)
  10. Communicate/correspond directly with MDH-regulated health plan companies or applicants and with entities that are or wish to be county-based purchasers to the extent necessary to accomplish the tasks set forth above; and (Financial Analysis)
  11. Upon adoption of an order of rehabilitation or liquidation by the Commissioner of

Health, serve as the Commissioner of Health's agent in effecting and monitoring the orderly rehabilitation or liquidation of health maintenance organizations pursuant to the provisions of chapter 60B and section 62D.18. (Assistant Commissioner)

12. Subcontract for additional financial or policy work the scope and cost of which is mutually agreed upon in writing by both agencies.
- B. Assume responsibility for providing all actuarial services necessary to ensure that MDH-regulated health plan companies or applicants for licensure under Minn. Stat. Chapters 62D, 62N and 62T comply with all financial and rate filing requirements. Services to be provided by COMM shall include but not be limited to: (Health Actuarial)
- 1) Review rate filings and rate increase filings for compliance with statutory requirements contained primarily in Minnesota Statutes Chapters 62A and 62L, including:
    - a) Review actuarial memoranda sent with filings for correctness and compliance with Actuarial Standards of Practice and identifying any issues to address deficiencies;
    - b) Make recommendations to the Commissioner of Health that rate filings be approved or disapproved;
  - 2) Provide actuarial support to financial examiners with regard to actuarially correct calculations and reporting of actuarial items such as claim reserves, premium reserves and provider contract liabilities, including:
    - a) Provide actuarial support to desk auditors, including review of annual reports and quarterly audited financial statements required by Minnesota Statutes section 62D.09;
    - b) Review the MDH-regulated health plan company or applicant's calculation of their risk based capital and related information that appears in their annual report;
  - 3) Review any actuarial opinions provided by MDH-regulated health plan companies or applicants for licensure or certificate of authority; and
  - 4) Provide other miscellaneous support, such as providing technical information to the legislature and MDH relating to proposed legislation.
- C. Provide consultation services to MDH with respect to impact of financial and rate regulation in connection with approval or disapproval of policies, certificates of coverage, provider agreements, management agreements and similar documents that arise in connection with MDH's jurisdiction.
1. MDH will send copies of documents to COMM and identify any special issues for which consultation is sought.
  2. COMM will respond with recommendations to MDH within 15 business days of receipt of documents from MDH. Expedited reviews will be addressed on a case-by-case basis.
- D. Provide consultation services to MDH with respect to investigation of financial and premium rate complaints that arise in connection with MDH's investigation of consumer complaints under its jurisdiction.
1. Review those cases or portions of cases referred by MDH that fall within COMM special financial expertise;
  2. Perform any research or investigation necessary to appropriately analyze the issues referred;
  3. If providing such services requires retention of third party vendors, for duties as described in 2.1.A.12., COMM will consult and confirm with MDH the need for procurement of services. In addition, the COMM shall be responsible for the contracting

- for such third party services and invoice MDH for the proportion related to those duties.
4. Provide a report to MDH setting forth its conclusion as to the financial matters at issue, and its recommendations for any action it believes MDH should take regarding the financial matters; and
  5. Keep records of its research and investigation into financial matters referred by MDH, and make the records available to MDH on request.
- E. Participate, upon request, in support of any administrative or judicial proceeding related to a regulatory action undertaken by MDH insofar as the action is based on COMM's recommendations regarding financial matters.
- F. As ordered by the Commissioner of Commerce, implement recommendations for corrective or disciplinary action proposed by MDH in connection with cases referred by COMM to MDH with respect to health care issues.
- G. Keep records, of duties performed under this agreement and will make the records available to MDH upon request.

## **2.2 THE DEPARTMENT OF HEALTH SHALL:**

- A. Provide consultation services to COMM with respect to utilization review organization registration, monitoring and regulation of all entities subject to Chapter 62M and arrangements for differential coverage through providers designated by an insurer subject to Minnesota Statutes section 72A.20, Subd. 15.
1. If requested by COMM, MDH will review applications, annual submissions, consumer complaints or other issues that fall within its special statutory health care expertise;
  2. Perform any research or investigation necessary to appropriately analyze the issues referred;
  3. Provide a report to COMM setting forth its conclusions as to the health care matters at issue, and its recommendations for any action it believes COMM should take regarding the health care matters; and
  4. Keep records of its research and investigation into health care matters referred by COMM, and will make the records available to COMM upon request.
- B. Provide consultation services to COMM with respect to issues of health care, including medical necessity, network adequacy, quality of care, that arise in connection with COMM's investigation of consumer complaints under its jurisdiction.
1. Review those cases or portions of cases referred to it by COMM that fall within its special health care expertise;
  2. Perform any research or investigation necessary to appropriately analyze the issues referred;
  3. Provide a report to COMM setting forth its conclusions as to the health care matters at issue, and its recommendations for any action it believes COMM should take regarding the health care matters; and
  4. Keep records of its research and investigation into health care matters referred by COMM, and will make the records available to COMM on request.

- C. Participate, on request, in support of any administrative or judicial proceeding related to a disciplinary action undertaken by COMM insofar as the action is based on MDH's recommendations regarding health care matters.
- D. Transfer records, annual reports, identification of county-based purchasers and related financial requirements and such other documents to COMM as may be required by COMM to conduct its responsibilities under this agreement.
- F. Retains responsibility for ordering corrective and disciplinary action in connection with deficiencies in compliance with the Financial Services Modernization Act of 1999 by entities regulated by the MDH and defined under 15 U.S.C. § 6801 et seq. as a "financial institution" or person engaging in the provision of insurance.

### **3 Right to communicate and correspond directly**

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

### **4 Consideration and Terms of Payment**

MDH shall reimburse COMM for its personnel costs and other expenses actually incurred by COMM in performing the services specified in paragraphs 2.1(A), and 2.1(B) of this agreement. There will be no payments by either party for services performed under paragraphs 2.1(C), 2.1(D), 2.1(F), 2.1(G), and of 2.2 of this agreement.

The total amount to be reimbursed to COMM for services specified in paragraphs 2.1(A), 2.1(B) and 2.1(E) of this agreement for MDH-regulated health plan companies shall not exceed \$300,000. Beginning July 1, 2020, MDH will transfer \$100,000 to COMM to provide cash needed to begin work. Thereafter, COMM will bill MDH quarterly and attach documents to support the amount of the invoice beginning with the quarter ending September 30, 2020 and continuing throughout the term of this agreement. In each invoice, COMM will separately itemize personnel and other expenses related to each financial examination or other type of service performed by COMM under paragraph 2.1(A) of this agreement and shall itemize services by each MDH-regulated health plan and county-based purchaser in sufficient detail to determine charges for invoicing the entities according to statute. Near the end of the fiscal year, MDH will process a transfer correction in the amount of \$100,000.

### **5 Authorized Representatives**

MDH's Authorized Representative is, the Managed Care Systems Section Manager, (or their successor), Suite 220, 85 7th Place E., Golden Rule Building, St. Paul, MN 55101, (651) 282-6327.

COMM's Authorized Representative is Grace Arnold, Deputy Commissioner, (or her successor) 85 7th Place E., Suite 280, Golden Rule Building, St. Paul, MN 55101, (651) 297-2750.

### **6 Amendments**

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

**7 Liability**

Each party will be responsible for its own acts and behavior, and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of any others and the results thereof. MDH and COMM shall be governed by the provisions of the Minnesota Tort Claims Act.

**8 Data Issues**

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

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

**9 Termination**

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

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

**10 Assignment**

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

**11 Other Provisions**

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

*[Remainder of page is intentionally blank.]*

*[Signature page.]*

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Seth Rasmussen Digitally signed by Seth Rasmussen  
Date: 2020.07.10 08:36:49 -05'00'

07/10/2020

Date: \_\_\_\_\_

**2. Minnesota Department of Health**

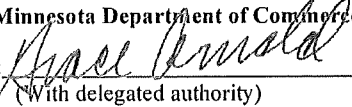
By: Maria Rodriguez Digitally signed by Maria  
Rodriguez  
Date: 2020.07.16 06:17:05 -05'00'

(With delegated authority)

Title: Interim Procurement Supervisor

Date: 7/16/2020

**3. Minnesota Department of Commerce**

By:   
(With delegated authority)

Title: Deputy Commissioner

Date: July 15, 2020



# Inter-agency Request for State Employee Services

This AGREEMENT is entered into this 10th day of September 2020, by and between Department of Health (requesting agency) and Department of Commerce (home department). The parties hereto agree as follows:

1. Commerce (home department) agrees that it shall provide Anne O'Connor (name of employees), who are qualified to perform the tasks set out in section 2 below.
2. Description of tasks to be performed (include dates and number of hours anticipated):
  - Provide leadership and support to the Public Health Emergency's Mobile Testing Workgroup, ensuring that Minnesotans have appropriate access to coronavirus testing in communities and business locations across the state.
  - They should use earn code CVG (regular COVID time).
  - Payment will occur for the period July 1, 2020 through June 30, 2021.

3. Employee Information: Anne O'Connor 01146764  
 Name Employee ID Number

Deputy Commissioner 0 00514300 \$74.08 plus fringe  
 Present Job Classification (title and class code) Appt. No. Position # Hourly Rate

4. Appointment Information (check one):

- This assignment will result in an appointment to the, appointment requesting agency home agency
- XX** This assignment will not result in an to the requesting agency, or home agency.

Appointment is effective \_\_\_\_\_ thru (and including) \_\_\_\_\_.

<p><b>For Minnesota Management &amp; Budget Only</b></p> <p>Appropriate Class of Assignment: _____ (explain if necessary)</p> <p>Approved by: _____          Name Date</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management &amp; Budget.</p>	<p><b>Payment Information</b></p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p>3010/H1237803/H21R02E/H12H737J/7803          Statewide Cost <u>C19</u></p> <p>(Check One)</p> <p><input checked="" type="checkbox"/> <b>XX</b> Direct Payment at employee's overtime rate per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$ _____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$ _____.</p>
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In CONSIDERATION for the performance of the tasks set out above MDH (requesting agency) shall pay Commerce employees listed above direct payment in an amount equal to their hours of work on the indicated task above at their calculated rate plus fringe.

**Approvals**

Requesting Agency, by \_\_\_\_\_ Date \_\_\_\_\_  
Jim Jabuka \_\_\_\_\_  
 Service Agency, by \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Employee Signature \_\_\_\_\_ Date 09/18/2020





# Inter-agency Request for State Employee Services

This AGREEMENT is entered into this 29th day of December 2020, by and between Department of Health (requesting agency) and Department of Commerce (home department). The parties hereto agree as follows:

1. Commerce (home department) agrees that it shall provide Anne O'Connor (name of employees), who are qualified to perform the tasks set out in section 2 below.
2. Description of tasks to be performed (include dates and number of hours anticipated):
  - Provide leadership and support to the Public Health Emergency's Mobile Testing Workgroup, ensuring that Minnesotans have appropriate access to coronavirus testing in communities and business locations across the state.
  - They should use earn code CVG (regular COVID time).
  - Payment will occur for the period December 31, 2020 through June 30, 2021.

3. Employee Information: Anne O'Connor 01146764  
 Name Employee ID Number

Deputy Commissioner 0 00514300 \$74.08 plus fringe  
 Present Job Classification (title and class code) Appt. No. Position # Hourly Rate

4. Appointment Information (check one):
- This assignment will result in an appointment to the requesting agency, or home agency.
- This assignment will not result in an appointment to the requesting agency, or home agency.

Appointment is effective December 31, 2020 thru (and including) June 30, 2021

<p><b>For Minnesota Management &amp; Budget Only</b></p> <p>Appropriate Class of Assignment: _____ (explain if necessary)</p> <p>Approved by: _____          Name Date</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management &amp; Budget.</p>	<p><b>Payment Information</b></p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p>1251/H1237841/H12CW9E, Statewide Cost C19</p> <p>(Check One)</p> <p><input checked="" type="checkbox"/> <b>XX</b> Direct Payment at employee's overtime rate per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$ _____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$ _____.</p>
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In CONSIDERATION for the performance of the tasks set out above MDH (requesting agency) shall pay Commerce employees listed above direct payment in an amount equal to their hours of work on the indicated task above at their calculated rate plus fringe.

**Approvals**

dale F. Dorschner 12/30/2020  
 Requesting Agency, by Date

Tim Jahnke 12/29/2020  
Digitally signed by Tim Jahnke  
 Date: 2020.12.29 16:24:11 -06'00'  
 Service Agency, by Date

[Signature] 12/29/2020  
 Employee Signature Date

172908  
vll@

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**AMENDMENT TO STATE OF MINNESOTA INTERAGENCY AGREEMENT**

Agreement Start Date: February 25, 2020	Total Agreement Amount: \$83,298.00
Original Agreement Expiration Date: June 30, 2020	Original Agreement: \$83,298.00
Current Agreement Expiration Date: August 31, 2020	Previous Amendment(s) Total: \$0.00
Requested Agreement Expiration Date: June 30, 2021	This Amendment: \$250,160.00

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

**Recitals**

1. MMB's ETD division and Commerce have an agreement identified as SWIFT Contract Number 172908 ("Original Agreement") in which MMB's ETD division is to subcontract with edChunk, Inc., for edChunk, Inc., to work with Commerce to develop and deliver training and communication materials for Commerce's eHeat Next Generation software application.
2. This agreement is being amended to:
  - a. Extend the end date and increase the contract amount in order to add phases two and three, which includes eHEAT Next Generation Release Two Training and eHEAT Next Generation Release Three Training, and provide more time to complete the project.
  - b. Modify language in the first paragraph of Clause 2, which consists of making a correction to the title of the training as well as adding Energy Assistance Program (EAP) applicants and mechanical contractors to the audience.
  - c. Adding information identifying content and audience covered in phase one to clause 2.1.
  - d. Modify language in subclause 2.1.4.2.B and in Table 1 of Clause 3, which consists of removing delivery of classroom sessions outside the Metro Area due to COVID-19 travel restrictions and the Stay at Home Order.
  - e. Modify Commerce's authorized representative as this has changed.
3. MMB's ETD and Commerce are willing to amend the Original Agreement as stated below.

**Agreement Amendment**

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

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

- 1.1 **Effective date:** Upon execution, the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Expiration date:** ~~August 31, 2020~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

MMB's Enterprise Talent Development division (ETD) will subcontract with edChunk, Inc., (Contractor) to provide services to the Minnesota Department of Commerce (Commerce). The Contractor shall work with Commerce to develop and deliver training and communication materials for Commerce's eHeat Next Generation software application. The title of the training is "eHEAT ~~n~~Next Generation Release One Training". Contractor shall ensure that the duration of each in classroom training session will be 2-full-days in length. Contractor shall ensure that all training materials and training sessions cover how to use the new Energy Assistance Program (EAP) software (eHEAT Next Generation) for each audience, which consists of, but may not be limited to, the current service

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provider network, energy vendors, EAP applicants, mechanical contractors, and Commerce staff. Contractor shall ensure that all content and materials provided meet the State's accessibility requirements, and thus they must be Section 508 and Web Content Accessibility guidelines (WCAG) 2.0 Compliant. The Contractor shall use the Analyze, Design, Develop/Produce, Implement, and Evaluate (ADDIE) instructional design methodology for this project.

Amended to include eHEAT Next Generation Release Two Training and eHEAT Next Generation Release Three Training. The approach and the outlined deliverables are similar for each Release. The content and the audiences are different in each Release.

## **2.1 Phase One Deliverables**

Content may include but may not be limited to: Introduction to e-Heat Next Generation – application processing, payment processing, energy vendor and mechanical contractor duties. Audiences may include but may not be limited to: Commerce EAP, service providers, energy vendors, and mechanical contractors.

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

### **2.1.1 Analyze**

#### **2.1.1.1**

Collaborate with Commerce's Subject Matter Experts (SMEs) to determine approach for the following phases:

- A. Define key messages.
- B. Develop learning objectives for each audience based upon their access and roles within the system.
- C. Develop goals for the project.
- D. Develop a Task Inventory.
- E. Develop training deliverables.

#### **2.1.1.2**

The Contractor must obtain and receive final approval from Commerce on all content and materials developed for each deliverable.

### **2.1.2 Design**

#### **2.1.2.1**

Contractor's duty to design a curriculum includes, but may not be limited to, designing the following items in accordance with the determinations made in the analysis phase:

- A. Collaborate with Commerce to determine the best media for each learning objective and each audience, this may include, but may not be limited to: classroom training, participant guides, HTML user guides, online training, web conferences, videos, screen level help, FAQs, etc.
- B. Develop content based on learning objectives for each audience.
  - 1. Give to Commerce for review and approval.
  - 2. Make any necessary changes, as per Commerce.
  - 3. Give to Commerce for final review and approval.
- C. Upon Commerce's request, develop web conference materials.
  - 1. Give to Commerce for review and approval.
  - 2. Make any necessary changes, as per Commerce.
  - 3. Materials must meet the State's accessibility requirements before final review and approval can be provided.
  - 4. Give to Commerce for final review and approval.
- D. Develop a prototype of the instructor guide.
  - 1. Give prototype to Commerce to review and approve.
  - 2. Make any necessary changes, as per Commerce.
  - 3. Materials must meet the State's accessibility requirements before final review and approval can be provided.
  - 4. Give to Commerce for final review and approval. Upon final approval by Commerce of the prototype it will become the final product.
- E. Develop a prototype of the participant guide.
  - 1. Give prototype to Commerce to review and approve.
  - 2. Make any necessary changes, as per Commerce.
  - 3. Materials must meet the State's accessibility requirements before final review and approval can be provided.
  - 4. Give to Commerce for final review and approval. Upon final approval by Commerce of the prototype it will become the final product.
- F. User guides.

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

2.1.3 Develop

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

2.1.4 Implementation

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

2.1.5 Evaluate

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

**2.2 Phase Two Deliverables**

Content may include but may not be limited to: online application submission, reporting functions, user guides for all content created to-date. Audiences may include but may not be limited to: Commerce EAP staff, service providers, and EAP applicants.

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

2.2.1 Analyze

- 2.2.1.1 Collaborate with Commerce's Subject Matter Experts (SMEs) to determine approach for the following phases:
  - A. Define key messages.
  - B. Develop learning objectives for each audience based upon their access and roles within the system.

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- C. Develop goals for the project.
  - D. Develop a Task Inventory.
  - E. Develop training deliverables.
- 2.2.1.2 The Contractor must obtain and receive final approval from Commerce on all content and materials developed for each deliverable.

2.2.2 Design

2.2.2.1

Contractor's duty to design a curriculum includes, but may not be limited to, designing the following items in accordance with the determinations made in the analysis phase:

- A. Collaborate with Commerce to determine the best media for each learning objective and each audience, this may include, but may not be limited to: classroom training, participant guides, HTML user guides, online training, web conferences, videos, screen level help, FAQs, etc.
- B. Develop content based on learning objectives for each audience.
  - 1. Give to Commerce for review and approval.
  - 2. Make any necessary changes, as per Commerce.
  - 3. Give to Commerce for final review and approval.
- C. Upon Commerce's request, develop web conference materials.
  - 1. Give to Commerce for review and approval.
  - 2. Make any necessary changes, as per Commerce.
  - 3. Materials must meet the State's accessibility requirements before final review and approval can be provided.
  - 4. Give to Commerce for final review and approval.
- D. Develop a prototype of the instructor guide.
  - 1. Give prototype to Commerce to review and approve.
  - 2. Make any necessary changes, as per Commerce.
  - 3. Materials must meet the State's accessibility requirements before final review and approval can be provided.
  - 4. Give to Commerce for final review and approval. Upon final approval by Commerce of the prototype it will become the final product.
- E. Develop a prototype of the participant guide.
  - 1. Give prototype to Commerce to review and approve.
  - 2. Make any necessary changes, as per Commerce.
  - 3. Materials must meet the State's accessibility requirements before final review and approval can be provided.
  - 4. Give to Commerce for final review and approval. Upon final approval by Commerce of the prototype it will become the final product.
- F. User guides.
  - 1. Collaborate with Commerce to determine if user guides are to be developed and the number needed (if applicable). If it is determined that user guides are needed, then:
    - i. Develop a prototype of each user guide in HTML5.
    - ii. Give each prototype to Commerce to review and approve.
    - iii. Materials must meet the State's accessibility requirements before final review and approval can be provided.
    - iv. Give each prototype to Commerce for final review and approval. Upon final approval by Commerce of each prototype, the prototypes will become the final product.
- G. Collaborate with Commerce's SMEs to develop a production schedule of the deliverables. The Contractor must obtain and receive final approval from Commerce of the production schedule.

2.2.3 Develop

2.2.3.1

Produce all training materials according to production schedule. Training materials include, but may not be limited to: instructor guide, PowerPoints, and participant materials. The Contractor must obtain and receive final approval from Commerce for all training materials provided, and all training materials must meet the State's accessibility requirements.

2.2.3.2

Record one live classroom training session.

- A. Provide accessible videos of classroom training session with closed captioning.

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- B. Videos are to be hosted on Commerce's eHEAT Next Generation website. Commerce staff and service provider staff are to access via the eHEAT Next Generation login.

2.2.4 Implementation

- 2.2.4.1 If not already completed, produce a final version of each piece of training material required by Commerce. The Contractor must obtain and receive final approval from Commerce for all training materials provided, and all training materials must meet the State's accessibility requirements.
- 2.2.4.2 Provide a facilitator to deliver web conferences via WebEx, if required by Commerce.

2.2.5 Evaluate

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

**2.3 Phase Three Deliverables**

Content may include but may not be limited to: data integration with the Minnesota Department of Employment and Economic Development (DEED) and the Social Security Administration (SSA). Audiences may include but may not be limited to: Commerce EAP staff and service providers.

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

2.3.1 Analyze

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

2.3.2 Design

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

2. Make any necessary changes, as per Commerce.
3. Materials must meet the State's accessibility requirements before final review and approval can be provided.
4. Give to Commerce for final review and approval. Upon final approval by Commerce of the prototype it will become the final product.

F. User guides.

1. Collaborate with Commerce to determine if user guides are to be developed and the number needed (if applicable). If it is determined that user guides are needed, then:
  - i. Develop a prototype of each user guide in HTML5.
  - ii. Give each prototype to Commerce to review and approve.
  - iii. Materials must meet the State's accessibility requirements before final review and approval can be provided.
  - iv. Give each prototype to Commerce for final review and approval. Upon final approval by Commerce of each prototype, the prototypes will become the final product.

G. Collaborate with Commerce's SMEs to develop a production schedule of the deliverables. The Contractor must obtain and receive final approval from Commerce of the production schedule.

2.3.3 Develop

2.3.3.1

Produce all training materials according to production schedule. Training materials include, but may not be limited to: instructor guide, PowerPoints, and participant materials. The Contractor must obtain and receive final approval from Commerce for all training materials provided, and all training materials must meet the State's accessibility requirements.

2.3.3.2

Provide an instructor/facilitator to rehearse the 2-full-day classroom training at Commerce, 85 Seventh Place East, Suite 280, Saint Paul, MN 55101. (In unforeseen circumstance, the location may be subject to change.)

2.3.3.3

Provide an instructor/facilitator to deliver one Train the Trainer session to Commerce SMEs at Commerce, 85 Seventh Place East, Suite 280, Saint Paul, MN 55101. (In unforeseen circumstances, the location may be subject to change.)

2.3.3.4

Record one live classroom training session.

A. Provide accessible videos of classroom training session with closed captioning.

B. Videos are to be hosted on Commerce's eHEAT Next Generation website. Commerce staff and service provider staff are to access via the eHEAT Next Generation login.

2.3.4 Implementation

2.3.4.1

If not already completed, produce a final version of each piece of training material required by Commerce. The Contractor must obtain and receive final approval from Commerce for all training materials provided, and all training materials must meet the State's accessibility requirements.

2.3.4.2

Provide an instructor/facilitator to deliver classroom training, if required by Commerce.

A. Number of training sessions is to be determined, approximately 3 to 6 sessions are anticipated.

B. Of the 3 to 6 anticipated sessions, 2 to 4 of the sessions may be held in a location outside of the Metro Area.

2.3.4.3

Provide an instructor/facilitator to deliver Train the Trainer sessions to service provider staff, if required by Commerce.

2.3.4.4

Provide a facilitator to deliver web conferences via WebEx, if required by Commerce.

2.3.5 Evaluate

2.3.5.1

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

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

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

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

**REVISION 3.** Clause 3 “**Consideration and Payment**” is amended as follows:

ETD will invoice no more than monthly, upon completion of services and materials actually provided, and as per the breakdown of costs listed in Tables 1, ~~and 2~~, 3, and 4 below. Invoices are sent directly from SWIFT to [accounts payable.commerce@state.mn.us](mailto:accounts payable.commerce@state.mn.us). Commerce is to pay within 30 days of receipt of each invoice.

Table 1: Breakdown of Phase One Costs

Deliverables	Cost	ETD Admin Fee (18%)
<i>Analyze</i>	\$80.00/hour	\$14.40/hour
In collaboration with Commerce’s SMEs, determined the approach for the following phases: Define key messages. Develop learning objectives for each audience based upon their access and roles within the system. Develop goals for the project. Develop a Task Inventory. Develop training deliverables.		
<i>Design</i>		
In collaboration with Commerce, determined the best media for each learning objective and each audience, this may include, but may not be limited to: <ul style="list-style-type: none"> <li>✓ Classroom training</li> <li>✓ Participant guides</li> <li>✓ HTML user guides</li> <li>✓ Online training</li> <li>✓ Web conferences</li> <li>✓ Videos</li> <li>✓ Screen level help</li> <li>✓ FAQs</li> <li>✓ Other deliverables requested by Commerce</li> </ul>		
Developed content based on learning objectives for each audience.		
Developed web conference materials (upon Commerce’s request) that meets the State’s accessibility requirements.		
Developed a prototype of the instructor guide.		
Provided a finalized instructor guide that meets the State’s accessibility requirements.		
Developed a prototype of the participant guide.		
Provided a finalized participant guide that meets the State’s accessibility requirements.		
In collaboration with Commerce, determined if user guides are to be developed and the number needed (if applicable).		
Developed a prototype of each user guide in HTML5 (upon Commerce’s request).		
Provided finalized user guides (upon Commerce’s request) in HTML that meets the State’s accessibility requirements.		
In collaboration with Commerce, developed a production schedule of the deliverables.		
<i>Develop</i>		



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Deliverables	Cost	ETD Admin Fee (18%)
Produced all training materials according to production schedule. Training materials include, but may not be limited to: <ul style="list-style-type: none"> <li>✓ Instructor guide</li> <li>✓ PowerPoints</li> <li>✓ Participant materials</li> </ul>		
Delivered a rehearsal of the 2-full-day classroom training.		
Delivered one 2-full-day Train the Trainer session to Commerce SMEs.		
Recorded and provided one live classroom training session that meets the State's accessibility requirements.		
<i>Implementation</i>		
Delivered a final version of each piece of training material required by Commerce that meets the State's accessibility requirements (if not already completed).		
Delivered up to 6 sessions of the 2-full-day classroom training, if required by Commerce. – <del>Up to 4 of the 6 sessions may be held outside the Metro Area.</del>		
Delivered the 2-full-day Train the Trainer sessions to service provider staff, if required by Commerce.		
Delivered web conferences via WebEx, if required by Commerce, that meets the State's accessibility requirements.		
<i>Evaluate</i>		
In collaboration with Commerce, assessed the success of training and change management efforts.		
<b>PHASE ONE TOTAL HOURS</b> (amount of services and materials actually provided, <del>not to exceed</del> )		840 hours
<b>PHASE ONE TOTAL COST</b> (amount of deliverable services and materials actually provided, includes ETD admin fee, <del>not to exceed</del> )		\$79,296.00

Table 2: Breakdown of Phase Two Costs

Deliverables	Cost	ETD Admin Fee (18%)
<i>Analyze</i>	<u>\$80.00/hour</u>	<u>\$14.40/hour</u>
<u>In collaboration with Commerce's SMEs, determined the approach for the following phases:</u> <u>Define key messages.</u> <u>Develop learning objectives for each audience based upon their access and roles within the system.</u> <u>Develop goals for the project.</u> <u>Develop a Task Inventory.</u> <u>Develop training deliverables.</u>		
<i>Design</i>		
<u>In collaboration with Commerce, determined the best media for each learning objective and each audience, this may include, but may not be limited to:</u> <ul style="list-style-type: none"> <li>✓ <u>Classroom training</u></li> <li>✓ <u>Participant guides</u></li> </ul>		

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<b>Deliverables</b>	<b>Cost</b>	<b>ETD Admin Fee (18%)</b>
<ul style="list-style-type: none"> <li>✓ <u>HTML user guides</u></li> <li>✓ <u>Online training</u></li> <li>✓ <u>Web conferences</u></li> <li>✓ <u>Videos</u></li> <li>✓ <u>Screen level help</u></li> <li>✓ <u>FAQs</u></li> <li>✓ <u>Other deliverables requested by Commerce</u></li> </ul>		
<u>Developed content based on learning objectives for each audience.</u>		
<u>Developed web conference materials (upon Commerce's request) that meets the State's accessibility requirements.</u>		
<u>Developed a prototype of the instructor guide.</u>		
<u>Provided a finalized instructor guide that meets the State's accessibility requirements.</u>		
<u>Developed a prototype of the participant guide.</u>		
<u>Provided a finalized participant guide that meets the State's accessibility requirements.</u>		
<u>In collaboration with Commerce, determined if user guides are to be developed and the number needed (if applicable).</u>		
<u>Developed a prototype of each user guide in HTML5 (upon Commerce's request).</u>		
<u>Provided finalized user guides (upon Commerce's request) in HTML that meets the State's accessibility requirements.</u>		
<u>In collaboration with Commerce, developed a production schedule of the deliverables.</u>		
<i><u>Develop</u></i>		
<u>Produced all training materials according to production schedule. Training materials include, but may not be limited to:</u>		
<ul style="list-style-type: none"> <li>✓ <u>Instructor guide</u></li> <li>✓ <u>PowerPoints</u></li> <li>✓ <u>Participant materials</u></li> </ul>		
<u>Recorded and provided one live classroom training session that meets the State's accessibility requirements.</u>		
<i><u>Implementation</u></i>		
<u>Delivered a final version of each piece of training material required by Commerce that meets the State's accessibility requirements (if not already completed).</u>		
<u>Delivered web conferences via WebEx, if required by Commerce, that meets the State's accessibility requirements.</u>		
<i><u>Evaluate</u></i>		
<u>In collaboration with Commerce, assessed the success of training and change management efforts.</u>		
<b>PHASE TWO TOTAL HOURS (amount of services and materials actually provided)</b>		<b>1,431 hours</b>
<b>PHASE TWO TOTAL COST (amount of deliverable services and materials actually provided, includes ETD admin fee)</b>		<b>\$135,086.40</b>

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Table 3: Breakdown of Phase Three Costs

<b>Deliverables</b>	<b>Cost</b>	<b>ETD Admin Fee (18%)</b>		
<i>Analyze</i>	<b>\$80.00/hour</b>	<b>\$14.40/hour</b>		
<p><u>In collaboration with Commerce's SMEs, determined the approach for the following phases:</u></p> <p><u>Define key messages.</u></p> <p><u>Develop learning objectives for each audience based upon their access and roles within the system.</u></p> <p><u>Develop goals for the project.</u></p> <p><u>Develop a Task Inventory.</u></p> <p><u>Develop training deliverables.</u></p>				
<i>Design</i>				
<p><u>In collaboration with Commerce, determined the best media for each learning objective and each audience, this may include, but may not be limited to:</u></p> <ul style="list-style-type: none"> <li>✓ <u>Classroom training</u></li> <li>✓ <u>Participant guides</u></li> <li>✓ <u>HTML user guides</u></li> <li>✓ <u>Online training</u></li> <li>✓ <u>Web conferences</u></li> <li>✓ <u>Videos</u></li> <li>✓ <u>Screen level help</u></li> <li>✓ <u>FAQs</u></li> <li>✓ <u>Other deliverables requested by Commerce</u></li> </ul>				
<p><u>Developed content based on learning objectives for each audience.</u></p>				
<p><u>Developed web conference materials (upon Commerce's request) that meets the State's accessibility requirements.</u></p>				
<p><u>Developed a prototype of the instructor guide.</u></p>				
<p><u>Provided a finalized instructor guide that meets the State's accessibility requirements.</u></p>				
<p><u>Developed a prototype of the participant guide.</u></p>				
<p><u>Provided a finalized participant guide that meets the State's accessibility requirements.</u></p>				
<p><u>In collaboration with Commerce, determined if user guides are to be developed and the number needed (if applicable).</u></p>				
<p><u>Developed a prototype of each user guide in HTML5 (upon Commerce's request).</u></p>				
<p><u>Provided finalized user guides (upon Commerce's request) in HTML that meets the State's accessibility requirements.</u></p>				
<p><u>In collaboration with Commerce, developed a production schedule of the deliverables.</u></p>				
<i>Develop</i>				
<p><u>Produced all training materials according to production schedule. Training materials include, but may not be limited to:</u></p> <ul style="list-style-type: none"> <li>✓ <u>Instructor guide</u></li> <li>✓ <u>PowerPoints</u></li> <li>✓ <u>Participant materials</u></li> </ul>				
<p><u>Delivered a rehearsal of the 2-full-day classroom training.</u></p>				
<p><u>Delivered one 2-full-day Train the Trainer session to Commerce SMEs.</u></p>				

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<u>Deliverables</u>	<u>Cost</u>	<u>ETD Admin Fee (18%)</u>
<u>Recorded and provided one live classroom training session that meets the State's accessibility requirements.</u>		
<u>Implementation</u>		
<u>Delivered a final version of each piece of training material required by Commerce that meets the State's accessibility requirements (if not already completed).</u>		
<u>Delivered up to 6 sessions of the 2-full-day classroom training, if required by Commerce. – Up to 4 of the 6 sessions may be held outside the Metro Area.</u>		
<u>Delivered the 2-full-day Train the Trainer sessions to service provider staff, if required by Commerce.</u>		
<u>Delivered web conferences via WebEx, if required by Commerce, that meets the State's accessibility requirements.</u>		
<u>Evaluate</u>		
<u>In collaboration with Commerce, assessed the success of training and change management efforts.</u>		
<u>PHASE THREE TOTAL HOURS (amount of services and materials actually provided)</u>		<u>1,219 hours</u>
<u>PHASE THREE TOTAL COST (amount of deliverable services and materials actually provided, includes ETD admin fee)</u>		<u>\$115,073.60</u>
<u>GRAND TOTAL HOURS FOR ALL THREE PHASES (amount of services and materials actually provided, not to exceed)</u>		<u>3,490 hours</u>
<u>GRAND TOTAL COST FOR ALL THREE PHASES (amount of deliverable services and materials actually provided, includes ETD admin fee, not to exceed)</u>		<u>\$329,456.00</u>

Table 2 4: Breakdown of Travel Expenses

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

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

The total obligation of Commerce for all compensation and reimbursements to ETD under this agreement will not exceed **\$83,298.00** **\$333,458.00**.

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

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

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Commerce's Authorized Representative is ~~Anne O'Connor, Deputy Commissioner~~ Timothy Jahnke, Admin Services Director, 85 Seventh Place East, Suite 280, Saint Paul, MN 55101, (651) 539-1442, [anne.oconnor@state.mn.us](mailto:anne.oconnor@state.mn.us) (651) 539-1501, [tim.jahnke@state.mn.us](mailto:tim.jahnke@state.mn.us) or their successor.

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

DocuSigned by:

Signed: 

0EAAB561D324457  
7/21/2020

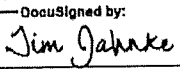
Date: \_\_\_\_\_

SWIFT Contract No. SC# 172908

SWIFT PO #: FY20 PO# 3-13095 / FY21 PO# 3-13534

**2. MINNESOTA DEPARTMENT OF COMMERCE**

DocuSigned by:

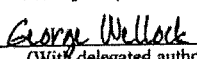
By:   
(With delegated authority)

Title: Admin Services Director/CFO

Date: 7/21/2020

**3. MINNESOTA MANAGEMENT AND BUDGET**

DocuSigned by:

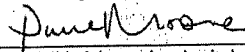
By:   
(With delegated authority)

Title: ETD Director

Date: 7/27/2020

**4. MINNESOTA MANAGEMENT AND BUDGET**

DocuSigned by:

By:   
(With delegated authority)

Title: Chief Financial Officer

Date: 7/27/2020

From: Smetana, Tracy M.B. (COMM) [tracy.m.b.smetana@state.mn.us]  
To: Wellock, George (MMB) [George.Wellock@state.mn.us], Kelnberger, Emily (COMM) [emily.kelnberger@state.mn.us], Trumper, Amy (COMM) [amy.trumper@state.mn.us]  
Subject: RE: Update: eHEAT Next Generation Project  
Sent: Mon 7/20/2020 10:31 AM GMT-07:00  
Importance: Normal

Hi George,

We do not expect any services beyond completion of phases 2 and 3. Thank you.

Tracy M.B. Smetana

Planner | Office of Energy Assistance Programs

651-539-1826

Tracy.M.B.Smetana@state.mn.us <mailto:Tracy.M.B.Smetana@state.mn.us>

mn.gov/commerce <<http://mn.gov/commerce>>

Minnesota Department of Commerce

85 7th Place East, Suite 280 | Saint Paul, MN 55101

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From: Wellock, George (MMB) <George.Wellock@state.mn.us>  
Sent: Monday, July 20, 2020 12:27 PM  
To: Smetana, Tracy M.B. (COMM) <tracy.m.b.smetana@state.mn.us>; Kelnberger, Emily (COMM) <emily.kelnberger@state.mn.us>; Trumper, Amy (COMM) <amy.trumper@state.mn.us>  
Cc: Bromley, Lovlie M (MMB) <lovlie.bromley@state.mn.us>  
Subject: Update: eHEAT Next Generation Project

Good Afternoon,

The Work Order Contract amendment with edChunk, Inc, for all three phases totals up to \$283,202. Within our Master Contract program, we are limited to Work

Order Contracts that do not exceed \$200,000. We requested approval from the Minnesota Department of Administration's Office of State Procurement (OSP) to add phases 2 and 3 for the eHeat Next Generation software application. OSP has agreed to approve the additional services with the stipulation that there was no extension of scope or increase in the dollar amount. Please verify that upon completion of phases 2 and 3 that this project is complete and no further services are expected.

Thanks for your support,

George

George Wellock

Minnesota Management and Budget

Business and Operations Manager | Enterprise Talent Development

10 River Park Plaza, Saint Paul, MN 55155

651-558-6671 (mobile)

651-201-8218 (office)

<https://mn.gov/mmb/etd/>

Strengths: Learner, Analytical, Responsibility, Achiever, Harmony

<<http://mn.gov/mmb>>

<<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.facebook.com%2FMinnesotaManagementAndBudget%2F&data=02%7C01%7Clovlie.bromley%40state.mn.us%7Ca0d4258717394a70623008d82cd2bc44%7Ceb14b04624c445198f26b89c2159828c%7C0%7C0%7C637308630902804480&sdata=yCahvRIzQVLKOXudDdqwABwCa%2Be6D2KiwQzVLinqjzs%3D&reserved=0>>

<<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Ftwitter.com%2FMMBCommunicates&data=02%7C01%7Clovlie.bromley%40state.mn.us%7Ca0d4258717394a70623008d82cd2bc44%7Ceb14b04624c445198f26b89c2159828c%7C0%7C0%7C637308630902814477&sdata=sFz7EZz12I9c%2FmOVqoxqWEQeZggOa004g%2BrLCTjbqsQ%3D&reserved=0>>

<<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.linkedin.com%2Fcompany%2Fstate-of-minnesota&data=02%7C01%7Clovlie.bromley%40state.mn.us%7Ca0d4258717394a70623008d82cd2bc44%7Ceb14b04624c445198f26b89c2159828c%7C0%7C0%7C637308630902814477&sdata=SlqzRUdiKJkMSMY02Q%2F1%2FCoOdtmATH%2Bg16PEVqqnYKc%3D&reserved=0>>

<<https://public.govdelivery.com/accounts/MNMMB/subscriber/new>>

181591  
DE-10

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 Commerce (COMM 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](mailto:kristin.batson@state.mn.us), 651-259-3816.

COMM: Anne O'Connor, Deputy Commissioner, or their successor designated by the Commissioner, 85 Seventh Place East, St. Paul, MN 55101 [ann.oconnor@state.mn.us](mailto:ann.oconnor@state.mn.us) 651-539-1442.

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: \$10,193.00**

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: Carla Collins Digitally signed by Carla Collins  
Date: 2020.08.10 16:57:19 -05'00'

Date: 8/10/20 - SC# 181591 / FY21 PO# 3-13680

2. **Department of Commerce**

By: Tim Jahnke Digitally signed by Tim Jahnke  
Date: 2020.08.10 17:08:07 -05'00'  
(With delegated authority)

Title: Administrative Services Director/CFO

Date: 08-10-2020

3. **Minnesota Management and Budget**

By: Paul B. Moore Digitally signed by Paul B. Moore  
Date: 2020.08.11 09:08:40 -05'00'  
(with delegated authority)

Title: Chief Financial Officer

Date: 08-11-2020



FS (10)

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 the Department of Commerce (COMM 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](mailto:chris.taylor@state.mn.us), 651-201-3453.

COMM: Anne O'Connor, Deputy Commissioner, or their successor designated by the Commissioner, 85 Seventh Place East, St. Paul, MN 55101 [ann.oconnor@state.mn.us](mailto:ann.oconnor@state.mn.us) 651-539-1442.

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: \$2,969.00**

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.*

Signed: Carla Collins Digitally signed by Carla Collins  
Date: 2020.07.21 11:40:52 -05'00'

Date: 7/21/20 / SC# 180578 / FY21 PO# 3-13658

2. **Department of Commerce**

By: Tim Jahnke Digitally signed by Tim Jahnke  
Date: 2020.07.21 12:01:03 -05'00'

(With delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

3. **Minnesota Management and Budget**

By: Paul B. Moore Digitally signed by Paul B. Moore  
Date: 2020.07.21 12:33:41 -05'00'

(with delegated authority)

Title: Chief Financial Officer

Date: 07-21-2020

180761 

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 Commerce (COMM 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](mailto:kristin.batson@state.mn.us), 651-259-3816.

COMM: Anne O'Connor, Deputy Commissioner, or their successor designated by the Commissioner, 85 Seventh Place East, St. Paul, MN 55101 [ann.oconnor@state.mn.us](mailto:ann.oconnor@state.mn.us) 651-539-1442.

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: Carla Collins Digitally signed by Carla Collins  
Date: 2020.07.23 13:29:19 -05'00'

Date: 7/23/20 - SC# 180761 - FY21 PO# 3-13661

2. **[Department of Commerce]**

By: Tim Jahnke Digitally signed by Tim Jahnke  
Date: 2020.07.23 13:39:47 -05'00'

(With delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

3. **Minnesota Management and Budget**

By: Paul B. Moore Digitally signed by Paul B. Moore  
Date: 2020.07.23 15:47:50 -05'00'

(with delegated authority)

Chief Financial Officer

Title: \_\_\_\_\_

Date: 07-23-2020

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 Commerce (COMM 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](mailto:Erin.Bailey@state.mn.us), 651-201-8044.

COMM: Anne O'Connor, Deputy Commissioner, or their successor designated by the Commissioner, 85 Seventh Place East, St. Paul, MN 55101 [ann.oconnor@state.mn.us](mailto:ann.oconnor@state.mn.us) 651-539-1442.

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: Carla Collins Digitally signed by Carla Collins  
Date: 2020.07.13 13:14:35 -05'00'

Date: 7/13/20 / SC# 180039 / FY21 PO# 3-13643

2. [Minnesota Department of Commerce]  
By: Jim Jabrke  
(With delegated authority)  
Title: ADMIN SERVICES DIRECTOR/CFO  
Date: 7/13/2020

3. **Minnesota Management and Budget**  
By: Paul B. Moore Digitally signed by Paul B. Moore  
Date: 2020.07.13 14:18:29 -05'00'

(with delegated authority)

Title: Chief Financial Officer

Date: 07-13-2020