



## Mandated Report Cover Sheet

Report contact: Julie Freeman, 651-259-7085

**Report Name:** Interagency and Service Level Agreements and Appropriation Transfers

**Report Due Date:** 10/15/2021

**Why is DEED producing this report? (Statutory requirement, task force, etc.):** It is required by statute - As required by MS 15.0395.

**Brief Summary of the report's purpose and contents:** This report contains information on: Interagency agreements or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with another agency if the cumulative value of those agreements is more than \$100,000 in the previous fiscal year and transfers of appropriations between accounts within or between agencies, if the cumulative value of the transfers is more than \$100,000 in the previous fiscal year. The report also contains transfers of appropriations between accounts within or between agencies, if the cumulative value of the transfers is more than \$100,000 in the previous fiscal year.

**Is there anything controversial in the report? If so, what is controversial?** N/A

**Which stakeholders care about this report and why?** Legislators, for budgetary information.

**Who supports the report's findings and why?** The Department of Employment and Economic Development because the department tracks these transfers.

**Who opposes the report's findings and why?** N/A

**Is there any newsworthy information in the report? If yes, please explain and brief the Communications Office.** N/A

**Is there anything else the Commissioner should know?** N/A

**Department of Employment and Economic Development (DEED)**

FY 2021 Interagency Agreements and Service Level Agreements

MS 15.0395

October 15, 2021

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
Department of Administration	\$ 56,200	M.S 16C.05	Office of Enterprise Sustainability(OES) supports state agency on choices that will improve sustainability outcomes through implementation and best practices (FY20-\$28,100; FY21-\$28,100)	7/1/2019	6/30/2021
Department of Administration	\$ 324,000	Laws 2019, 1st spec Sess Chapter 10, Art 1, Sec 11, Subd 4 (h)	Interagency Transfer Agreement between the Department of Admin and DEED to facilitate the annual transfer to the MN Film and TV Board. <i>Also Included in the Transfer Report; \$162,000 each fiscal year</i>	7/1/2019	6/30/2021
MN Management & Budget	\$ 10,872	16A.055, 43A.01, 43A.04, and 471.59	Chief Inclusion Officer - lead the development and implementation of proactive diversity, equity, and inclusion programs which will support the State's diversity and inclusion strategic plan	7/21/2020	6/30/2021
MN Management & Budget	\$ 34,252	43A.21 and 471.59	Enterprise Talent Development - Administration, maintenance and upgrades for the Enterprise Learning Management system. Development of eLearning needed by the enterprise	8/12/2020	6/30/2021
MN Management & Budget	\$ 20,000	16A.055, 43A.01, 43A.04, and 471.59	Children's Cabinet - MMB will provide Staffing and support to ensure Minnesota children are healthy, safe, and prepared to achieve their full potential	7/17/2020	6/30/2021
MN Management & Budget	\$ 14,154	MS 43A.09 and 471.59	Statewide Executive Recruiter to provide expertise and guidance to cabinet-level agencies in the filling of higher-level positions within the executive branch	7/30/2020	6/30/2021
Department of Human Services	\$ 1,514,339	M.S. 16E.016	MNIT-DEED provide IT services required to support and maintain the Workforce One System (WF1) SFY20 \$700,000 and SFY21 \$500,000	7/1/2020	6/30/2022
Department of Human Services	\$ 35,434	M.S. 13.46 subd 2(7); 268.19 subd (4) and 1(a)(10) and 256.998 subd 7 & 10	DHS Child Support Service and DEED to allow access to data to locate individuals, facilitate establishment of paternity and child support and provide employment data to facilitate child support collections	1/1/2020	12/31/2023
Department of Human Services	\$ 1,500	M.S. 116J.035 subd 6 and 268.19 subd.1(a)9	DEED's Unemployment Insurance (UI) wage data to help in determining new and ongoing eligibility for Minnesota Health Care Programs (MHCP), specifically MinnesotaCare, Minnesota Family Planning Program (MFPP) and Medical Assistance	1/1/2020	12/31/2023
Department of Human Services	\$ 600,000	M.S 256.D051, Sub 2(6)	Expanded DEED's summer Youth Work Experience to teen parents and younger adults on the Minnesota Family Investment Program (MFIP) Program Year Funding (PY20 -03/09/20-12/31/21) SFY21 \$300,000 and SFY22 \$300,000	3/9/2020	12/31/2021
Department of Human Services	\$ 684,892	M.S 256.D051, Sub 2a(5)	For Supplemental Nutrition Assistance Employment & Training-Equity Grants and Administration (\$354,360 SNAP and E&T activities, \$330,531 for Administration)	10/1/2020	9/30/2022
Department of Human Services	\$ 2,814	M.S. 268.19 subd 1; M.S. 13.46 subd 2 (a) (6)	DEED and DHS will share data for DHS use in assessing, evaluating and monitoring public assistance and food support eligibility, and determining potential fraud and establishing debt	7/1/2018	12/31/2021
Department of Public Safety	\$ 545,000	MS 471.59	DPS/BCA-BCA will assign two full time special agents and one full-time CDI to provide support to assure integrity of DDS program	7/1/2020	6/30/2025
Department of Public Safety	\$ 684,898	M.S. 268.182, subd.1 and M.S. 268.184, subd.2	Referrals to BCA for potential unemployment insurance fraud cases	1/1/2017	12/31/2021
Minnesota Housing Finance Agency	\$ 1,269,000	MN Laws 2017 Chapter 94 article 1 , Subd.4(b)	Operating the interagency Olmstead Implementation Office (OIO) <i>Also Included in the Transfer Report</i>	7/1/2020	6/30/2021
MN.IT Services	\$ 368,559	M.S. 16E.0466	Information and Telecommunications Account (ITA) for this project. Electronic Document Management System	7/1/2019	6/30/2023
MN.IT Services	\$ 1,100,000	M.S. 16E.0466	Information and Telecommunications Account (ITA) for this project. Strategic Business Initiatives Phase 1	7/1/2019	6/30/2023
MN Management & Budget	\$ 453,800	M.S.16A.055 Subd 1a; 43A.55 Subd. 2; and 471.59	IA MAD Consulting Services with subcontract KHM Consulting to provide support in the identification of business needs and help to develop the processes to ensure focus on long term business goals	11/26/2018	8/31/2020
MN Management & Budget	\$ 371,100	M.S.16A.055 Subd 1a; 43A.55 Subd. 2; and 471.59	IA MAD Consulting Services to provide a consultant with experience in Unemployment Insurance at DEED and the supported Portfolio/Project Management tool MONDAY.COM	4/15/2019	8/31/2020
MN Management & Budget	\$ 81,000	M.S.16A.055 Subd 1a; 43A.55 Subd. 2; and 471.59	IA MAD with DHS and MMB to Subcontract with The Improve Group Consulting	4/27/2020	6/30/2021
MN Management & Budget	\$ 18,162	M.S.16A.055 Subd 1a; 43A.55 Subd. 2; and 471.59	IA MAD Consulting Services with Lanterna Consulting to assist VRS development of up to eight new and/or updated Position Descriptions, to support VRS in achieving its mission and goals	10/1/2020	6/30/2021
MN Management & Budget	\$ 206,500	M.S.16A.055 Subd 1a; 43A.55 Subd. 2; and 471.59	The Division agrees that it will provide a project team to provide the services and/or perform the tasks and work with the VRS PreETS leadership and a project design team to plan and provide monthly gatherings of PreETS representatives and VR counselors, and occasionally managers, as well.	9/21/2020	6/30/2021

**Department of Employment and Economic Development (DEED)**

FY 2021 Interagency Agreements and Service Level Agreements

MS 15.0395

October 15, 2021

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
MN Management & Budget	\$ 70,980	M.S.16A.055 Subd 1a; 43A.55 Subd. 2; and 471.59	MAD would work to begin in Phase 1 to gather information and begin planning for providing statewide guidance on delivering Pre-ETS, coordinated between Education and VRS	1/11/2021	9/30/2021
MN Management & Budget	\$ 31,752	M.S.16A.055 Subd 1a; 43A.55 Subd. 2; and 471.59	IA MAD The Division agrees that through its Master Contract with Lanterna Consulting Inc. it will sub-contract with Lanterna Consulting Inc. to provide consulting services to SSB assistance in designing, facilitating, and documenting a new interagency stakeholder advisory committee to assist in the implementation of the new interagency Memorandum of Understanding between DEED and OHS	12/1/2019	12/31/2020
MN Management & Budget	\$ 81,000	M.S.16A.055 Subd 1a; 43A.55 Subd. 2; and 471.59	IA MAD VRS Develop and conduct ongoing stakeholder outreach and engagement	4/30/2020	6/30/2021
MN Management & Budget	\$ 81,000	M.S.16A.055 Subd 1a; 43A.55 Subd. 2; and 471.60	IA MAD SSB 2020-164 The Division agrees that through its Master Contract with The Improve Group the Division will subcontract with The Improve Group to provide the services Engagement for Interagency HCBS Shared Visioning	4/28/2020	6/30/2021
MN Management & Budget	\$ 80,968	M.S.16A.055 Subd 1a; 43A.55 Subd. 2; and 471.61	IA MAD SSB 2021-062 Master Contract with Lanterna Consulting Inc. it will sub-contract with Lanterna Consulting Inc. to provide consulting services for assistance in designing, facilitating, and documenting meetings for the Interagency Employment First Advisory Committee	11/6/2020	9/30/2021
MN Management & Budget	\$ 2,160	M.S.16A.055 Subd 1a; 43A.55 Subd. 2; and 471.61	IA MAD VRS 2021-101 The Division agrees that through its Master Contract with Alliant Consulting, Inc. the Division will sub-contract with Alliant Consulting, Inc. to provide the services of coaching and leadership	3/10/2021	6/30/2021
MN Department of Human Services	\$ 600,000	MS 471.59	TANF Youth Innovation Project -DHS utilize existing youth projects through Workforce Service Areas/Local Workforce Investment Boards/Youth Councils (WSAs/LWIBs/Youth Councils) to provide work experience	3/9/2020	12/31/2021
MN Department of Health	\$ 1,999,993	MS 471.59	DEED Vocational Rehab & State Services for the Blind to provide COVID-19 Services for MDH	10/12/2020	6/4/2021
MN Department of Health	\$ 234,852	MS 471.59	DHS shall sell to DEED and DEED shall buy used office furniture currently located at DHS's location at the Brown and Bigelow building	4/26/2021	3/28/2022
MN.IT Services	\$ 201,280	MS 471.59	MNIT shall sell to DEED and DEED shall buy from MNIT used office furniture	4/15/2021	3/28/2022
MN.IT Services	\$ 34,319,776	MNIT Consolidation MS 16E.016	MNIT Service Level Agreement (Agency IT Services, Computing, Voice, WAN)	7/1/2020	6/30/2021
<b>Total</b>	<b>\$ 46,100,237</b>				

**Department of Employment and Economic Development (DEED)**

FY 2021 Appropriation Transfers

MS 15.0395

October 15, 2021

TRANSFER FROM					TRANSFER TO						
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
DEED	General	B223438	Olmstead Implementation Office	\$ (1,269,000.00)	MHFA	Housing Finance Agency	B340001	Gen Reserve Overhead Control	\$ 1,269,000.00	Approp transfer for Olmstead Minnesota Housing Finance Agency for operating the Olmstead Compliance Office.	191 007 01 002 048
DEED	General	B221304	MN Emerging Entrepreneur Prog	\$ (1,000,000.00)	DEED	Other Misc Special Revenue	B221108	Emerging Entrpnr Revolving	\$ 1,000,000.00	BFY21 Appropriation Transfer Emerging Entrepreneur Loan Program from general fund appropriation to the special revenue revolving loan appropriation.	191 007 01 002 025
DEED	General	B221893	Border to Border Broadband	\$ (20,000,000.00)	DEED	Other Misc Special Revenue	B221892	Border-to-Border Broadband	\$ 20,000,000.00	BFY21 Appropriation Transfer Border to Border Grants Program from general fund appropriation to the special revenue B2B Grants appropriation.	191 001 07 002 008
DEED	General	B224900	General Support Services	\$ (120,000.00)	Governors Office	Other Misc Special Revenue	G391300	Governor's Spec Revenue Fund	\$ 120,000.00	FY21 Governor's Office Gen Supplemental Transfer	MS 471.59
Commerce	General	B135004	Broadband Development	\$ (100,077.09)	DEED	General	B221894	Broadband Dev Com Adm Xfer	\$ 100,077.09	Per Administrative Directive, transferring employee from Commerce to DEED for broadband services	MS 16B.37
DEED	General	B224907	DEED Operating Adjustment GF	\$ (100,880.00)	DEED	General	B224900	General Support Services	\$ 100,880.00	BFY21 Operating Adjustment Transfer from DEED General Support to Other DEED Divisions	MS 16A.285
DEED	General	B224907	DEED Operating Adjustment GF	\$ (4,517.00)	DEED	General	B223447	20 MI-Support Employment	\$ 4,517.00	BFY21 Operating Adjustment Transfer from DEED General Support to Other DEED Divisions	MS 16A.285
DEED	General	B224907	DEED Operating Adjustment GF	\$ (14,976.00)	DEED	General	B223440	20 Extended Employment	\$ 14,976.00	BFY21 Operating Adjustment Transfer from DEED General Support to Other DEED Divisions	MS 16A.285
DEED	General	B224907	DEED Operating Adjustment GF	\$ (30,880.00)	DEED	General	B224900	General Support Services	\$ 30,880.00	BFY21 Operating Adjustment Transfer from DEED General Support to Other DEED Divisions	MS 16A.285
DEED	General	B224907	DEED Operating Adjustment GF	\$ (126,222.00)	DEED	General	B223485	Services For The Blind State	\$ 126,222.00	BFY21 Operating Adjustment Transfer from DEED General Support to Other DEED Divisions	MS 16A.285
DEED	General	B224907	DEED Operating Adjustment GF	\$ (25,000.00)	DEED	General	B221900	Mn Trade Office	\$ 25,000.00	BFY21 Operating Adjustment Transfer from DEED General Support to Other DEED Divisions	MS 16A.285
DEED	General	B224907	DEED Operating Adjustment GF	\$ (35,000.00)	DEED	General	B221096	BCD Business Finance	\$ 35,000.00	BFY21 Operating Adjustment Transfer from DEED General Support to Other DEED Divisions	MS 16A.285
DEED	General	B224907	DEED Operating Adjustment GF	\$ (39,000.00)	DEED	General	B221800	Small Business Office	\$ 39,000.00	BFY21 Operating Adjustment Transfer from DEED General Support to Other DEED Divisions	MS 16A.285
DEED	General	B224907	DEED Operating Adjustment GF	\$ (20,405.00)	DEED	General	B221095	BCD Business Development	\$ 20,405.00	BFY21 Operating Adjustment Transfer from DEED General Support to Other DEED Divisions	MS 16A.285
DEED	General	B224907	DEED Operating Adjustment GF	\$ (215,000.00)	DEED	General	B221098	BCD Community Finance	\$ 215,000.00	BFY21 Operating Adjustment Transfer from DEED General Support to Other DEED Divisions	MS 16A.285
DEED	General	B224907	DEED Operating Adjustment GF	\$ (215,000.00)	DEED	General	B221098	BCD Community Finance	\$ 215,000.00	BFY21 Operating Adjustment Transfer from DEED General Support to Other DEED Divisions	MS 16A.285
DEED	General	B221149	MN Job Creation	\$ (511,000.00)	DEED	General	B224917	FY21 Operating Holdback	\$ 511,000.00	FY2021 administrative operation holdback DEED	MS 16A.055
DEED	General	B221150	Minnesota Investment Fund	\$ (511,000.00)	DEED	General	B224917	FY21 Operating Holdback	\$ 511,000.00	FY2021 administrative operation holdback DEED	MS 16A.055
DEED	General	B221095	BCD Business Development	\$ (4,686.07)	DEED	General	B221800	Small Business Office	\$ 52,389.07	Transfer between BCD Offices from the Divisions Base Operating Appropriations	191 007 01 002 002



**Department of Employment and Economic Development (DEED)**

FY 2021 Appropriation Transfers

MS 15.0395

October 15, 2021

TRANSFER FROM					TRANSFER TO					Purpose of Transfer	Legal Authority for Transfer
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount		
DEED	General	B221098	BCD Community Finance	\$ (87,688.02)			B221096	BCD Business Finance	\$ 39,985.02	Transfer between BCD Offices from the Divisions Base Operating Appropriations	191 007 01 002 002
ADMIN	General	G029116	MN Film & TV Board	\$ (162,000.00)	DEED	General	B221401	MN Film and TV Board	\$ 162,000.00	FY21 MN Film and TV Board -Combine Admins grant with DEEDs to administer one state grant to the MN Film & TV Board	191 007 01 002 02T 191 010 01 011 04G
MMB	General	G9R0239	GF to 21st Century Fund	\$ (9,781,000.00)	DEED	Other Misc Special Revenue	B221121	21st Century Fund	\$ 9,781,000.00	FY20 & FY21 transfer of general fund reserve to the MN Minerals 21st century fund to recoup funds used for Emergency Small Business loans in FY20	201 001 00 011 001
DEED	General	B224907	DEED Operating Adjustment GF	\$ (752,000.00)	DEED	General	G467121	ITA22.021 B22 Strategic Bus P2	\$ 752,000.00	Transfer For Odyssey 2021 Proj. Strategic Business Initiative – Phase 2	MS 16E.21
MMB	Restrict Misc Special Revenue	G9R1033	Dissolution Filing Fee Increase	\$ (460,716.84)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	\$ 460,716.84	Minnesota Familial Resiliency Partnership (Displaced Homemaker Program) - Revenue collected by MMB transferred to DEED	MS 357 021 1a & 2
MMB	Restrict Misc Special Revenue	G9R1034	Marriage Lic Fee -Displaced Hm	\$ (604,093.70)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	\$ 604,093.70	Minnesota Family Resiliency Partnership (Displaced Homemaker Program) - Revenue collected by MMB transferred to DEED	MS 517 08 1b & 2
MMB	Restrict Misc Special Revenue	G9R1032	Marr/Lic Displ Home Premarr Ed	\$ (62,735.00)	DEED	Restrict Misc Special Revenue	B223762	Displaced Homemaker Program	\$ 62,735.00	Minnesota Familial Resiliency Partnership (Displaced Homemaker Program) - Revenue collected by MMB transferred to DEED	MS 517 08 S1c (b) (2)
MMB	General	G9R0231	Capital Imprvmnt-Amer Ind Cntr	\$ (2,600,000.00)	DEED	General Projects	B221E02	MPLS Am Ind Cent Reno & Exp	\$ 2,600,000.00	To establish appropriations for the general fund capital projects passed in the 2020 bonding bill	205 003 03 005 002
MMB	General	G9R0232	Capital Imprvmnt-IPTF-MAC	\$ (2,000,000.00)	DEED	General Projects	B221E03	IPTF MikwanedunAudisookonCent	\$ 2,000,000.00	To establish appropriations for the general fund capital projects passed in the 2020 bonding bill	205 003 03 005 003
MMB	General	G9R0233	Capital Imprvmnt-Intl Inst MN	\$ (3,000,000.00)	DEED	General Projects	B221E04	Intl Inst of MN Expansion	\$ 3,000,000.00	To establish appropriations for the general fund capital projects passed in the 2020 bonding bill	205 003 03 005 004
MMB	General	G9R0234	Capital Imprvmnt-Juxt Arts	\$ (1,000,000.00)	DEED	General Projects	B221E05	Juxtaposition Arts Prop Acq	\$ 1,000,000.00	To establish appropriations for the general fund capital projects passed in the 2020 bonding bill	205 003 03 005 005
MMB	General	G9R0235	Capital Imprvmnt-Cult WellCntr	\$ (250,000.00)	DEED	General Projects	B221E06	Cultural Well Cen 38th St Reno	\$ 250,000.00	To establish appropriations for the general fund capital projects passed in the 2020 bonding bill	205 003 03 005 006
MMB	General	G9R0236	Capital Imprvmnt-Bldwn Sq Redl	\$ (1,000,000.00)	DEED	General Projects	B221E07	MPLS Baldwin Sq Redev	\$ 1,000,000.00	To establish appropriations for the general fund capital projects passed in the 2020 bonding bill	205 003 03 005 007
MMB	General	G9R0225	Capital Imprvmnt-Natve Am Clin	\$ (3,800,000.00)	DEED	General Projects	B221E08	Native American Comm Clinic	\$ 3,800,000.00	To establish appropriations for the general fund capital projects passed in the 2020 bonding bill	205 003 03 005 008
MMB	General	G9R0237	Capital Imprvmnt-NWIC Dev-Bern	\$ (2,000,000.00)	DEED	General Projects	B221E09	NW Ind Com Dev Center	\$ 2,000,000.00	To establish appropriations for the general fund capital projects passed in the 2020 bonding bill	205 003 03 005 009
MMB	General	G9R0238	Capital Imprvmnt-SP-Vict Thtr	\$ (1,400,000.00)	DEED	General Projects	B221E10	St Pau Victoria Theater Arts	\$ 1,400,000.00	To establish appropriations for the general fund capital projects passed in the 2020 bonding bill	205 003 03 005 010
<b>TOTAL</b>				<b>\$ (53,302,876.72)</b>					<b>\$ 53,302,876.72</b>		

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** July 1, 2019 , or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

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

**3 Consideration and Payment**

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

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

FY 2020: \$28,100

FY 2021: \$28,100

Total for the biennium: \$56,200

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

**4 Conditions of Payment**

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

**5 Authorized Representative**

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: 6/27/19

SWIFT Contract: 160697, PO: 3000375421 PR: 48403

**3. Department of Employment and Economic Development**

By: Julie Freeman  
(with delegated authority)

Title: CFO

Date: 7/15/19

**2. Department of Administration**

By: Erin Campbell  
(With delegated authority)

Title: Assistant Commissioner

Date: 7.16.19

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

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

### RECITALS

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

### AGREEMENT

DEED and Admin agree as follows:

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

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

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

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

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

APPROVED:

**1. DEED:**

By: 

Printed Name: Julie Freeman

Title: Chief Financial Officer

Date: 7/16/19

**2. Admin:**

By: 

Name: Laurie Beyer-Kropuenske

Title: General Counsel, Director of Community Services

Date: 7/16/19

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16A.055, 43A.01, 43A.04, and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and the Department of Employment and Economic Development (DEED 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.

DEED: Blake Chaffee, Deputy Commissioner, or their successor designated by the Commissioner, 332 Minnesota Street, St. Paul, MN [blake.chaffee@state.mn.us](mailto:blake.chaffee@state.mn.us) 651-259-7161.

**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: \$10,872.00**

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 21, 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: 

Date: 7/22/2020  
180720 PR 56229 PO 3-409895

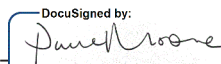
**2. Department of Employment and Economic Development**

By:   
(With delegated authority)

Title: Chief Financial officer

Date: 7/22/2020

**3. Minnesota Management and Budget**

By:   
(with delegated authority)

Title: Chief Financial officer

Date: 7/22/2020

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

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Pursuant to Minnesota Statutes, Sections 43A.21 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and the Department of Employment and Economic Development (DEED 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.

DEED: Blake Chaffee, Deputy Commissioner, or their successor designated by the Commissioner, 332 Minnesota Street, St. Paul, MN [blake.chaffee@state.mn.us](mailto:blake.chaffee@state.mn.us) 651-259-7161.

**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: \$34,252.00**

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: \_\_\_\_\_

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

**3. Minnesota Management and Budget**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**2. Department of Employment and Economic Development**

By: \_\_\_\_\_  
(With delegated authority)

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

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



STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 41.59, 4.045, and 16A.055 this is an agreement between Minnesota Management and Budget (MMB) and the Department of Employment and Economic Development (DEED 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.

DEED: Blake Chaffee, Deputy Commissioner, or their successor designated by the Commissioner, 332 Minnesota Street, St. Paul, MN [blake.chaffee@state.mn.us](mailto:blake.chaffee@state.mn.us) 651-259-7161.

**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: \$20,000**

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:**

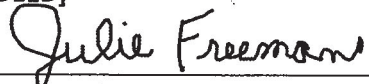
**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: 

Date: 7/16/2020  
SC 180352 PR 56228 PO 3-409585

**2. [DEED]**

By:   
(With delegated authority)

Title: CFO

Date: 7/16/2020

**3. Minnesota Management and Budget**

By: Paul B. Moore Digitally signed by Paul B. Moore  
Date: 2020.07.16 14:29:34 -05'00'  
(with delegated authority)

Title: Chief Financial Officer

Date: 07-16-2020

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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Pursuant to Minnesota Statutes, Sections 43A.09 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and the Employment & Economic Development (DEED 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.

DEED: Blake Chaffee, Deputy Commissioner, or their successor designated by the Commissioner, 332 Minnesota Street, St. Paul, MN 55155, [blake.chaffee@state.mn.us](mailto:blake.chaffee@state.mn.us) 651-259-7161.

**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: \$14,154.00**

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: \_\_\_\_\_

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

**2. [Employment and Economic Development]**

By: \_\_\_\_\_  
(With delegated authority)

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

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

**3. Minnesota Management and Budget**

By: \_\_\_\_\_  
(with delegated authority)

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

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

# Amendment 1 to Interagency Agreement IAK 178819

Contract Start Date:	7/1/2020	Original Contract:	\$658,348.00
Original Contract Expiration Date:	6/30/2021	Previous Amendment(s) Total:	\$0
Current Contract Expiration Date:	6/30/2021	This Amendment:	\$855,991.00
Requested Contract Expiration Date:	6/30/2022	Total Contract Amount:	\$1,514,339

**This amendment** ("Amendment") is by and between the Minnesota Department of Human Services, Economic Assistance and Employment Supports Division (hereinafter DHS) and the Minnesota Department of Employment and Economic Development (DEED) and Minnesota's Information Technology at DEED (MN-IT DEED). (This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as "an AGENCY," and collectively as "the AGENCIES.")

## Recitals

1. The AGENCIES have an Interagency Agreement identified as IAK178819 ("Original Agreement") to:  
Develop Workforce One (WF1), a web-based case management tool/management information system used by employment services agencies providing employment and training services for MFIP, DWP, SNAP E & T programs, CareerForce, State Services for the Blind, Vocational Rehabilitation Services, and Employment and Training Programs, and related customized programs, to administer these programs and use information collected by these providers for auditing and reporting purposes.
2. The AGENCIES agree that the Original Agreement should be modified in order to provide additional time, funds, and duties that are required in maintaining the WF1 system.
3. The AGENCIES are willing to amend the Original Agreement as stated below.

## Contract Amendment

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

The parties agree to the following revisions:

### REVISION 1: Clause 1.2, "Expiration date" is amended as follows:

**1.2. Expiration date.** The AGREEMENT remains in effect through ~~June 30, 2021~~ June 30, 2022, or until the AGENCIES fulfill all obligations set forth in this agreement to the other AGENCIES' satisfaction, whichever occurs first.

**REVISION 2.** Clause 3.1 “Consideration” is amended as follows:

**3.1. Consideration.** DHS will provide consideration for all services that DEED and MNIT-DEED perform under this AGREEMENT as follows:

- A. Up to ~~six hundred fifty-eight thousand three hundred forty-eight dollars (\$658,348)~~ one million five hundred fourteen thousand three hundred thirty-nine dollars (\$1,514,339) each state fiscal year to partially fund positions, maintenance of WF1 and WF1 Connect, including hardware and software, and IT related services as described in **Attachment B, BUDGET and Attachment B-1, BUDGET**, which are ~~is~~ attached, incorporated into, and made part of this Agreement.
- B. **Attachment B, BUDGET and Attachment B-1, BUDGET**, contains the projected costs for the deliverables specified in this Agreement and in **Attachment A, Work Plan**. The AGENCY BUDGET shows DEED and MNIT-DEED estimated costs and DHS funding available.
- C. Any unexpended balance after the end of each state fiscal year will cancel and shall not cross over to the subsequent state fiscal year.

**REVISION 3.** Clause 3.3 “Total Obligation” is amended as follows:

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to DEED under this AGREEMENT will not exceed ~~Six hundred fifty eight thousand three hundred forty eight~~ One million five hundred fourteen thousand three hundred thirty nine dollars (\$1,514,339.00 \$658,348.00).

**REVISION 4. Clause 3 “Consideration and Terms of Payment” is amended to add:**

**3.4. Federal funds.** (Where applicable, if no federal funds will be used this entire section can be deleted). Payments are to be made from federal funds. If at any time such funds become unavailable, this AGREEMENT shall be terminated immediately upon written notice of such fact by DHS to PROVIDING AGENCY. In the event of such termination, PROVIDING AGENCY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. Pass-through requirements. PROVIDING AGENCY acknowledges that, if it is a subrecipient of federal funds under this AGREEMENT, PROVIDING AGENCY may be subject to certain compliance obligations. PROVIDING AGENCY can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#),<sup>1</sup> Exhibit 3 on page II-3. To the degree federal funds are used in this contract, DHS and PROVIDING AGENCY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).<sup>2</sup>
2. PROVIDING AGENCY Name: Minnesota Department of Employment and Economic Development (DEED) (Must match the name associated with the DUNS number.)

<sup>1</sup> <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

<sup>2</sup> <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

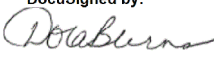
3. PROVIDING AGENCY's Data Universal Numbering System (DUNS) number: 804832640 The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match PROVIDING AGENCY's name.
4. Federal Award Identification Number (FAIN): 2101MNTANF and 2201MNTANF
5. Federal Award Date: October 1, 2020 (The date of the award to the MN Dept. of Human Services.)
6. Period of Performance: Start date: See section 1.1 above. End date: See section 1.2 above.
7. Amount of federal funds:
  - A. Total Amount Awarded to DHS for this project: \$1,514,339.00
  - B. Total Amount Awarded by DHS for this project to PROVIDING AGENCY named above: \$1,514.339
8. Federal Award Project description: Temporary Assistance for Need Families (TANF)
9. Name:
  - A. Federal Awarding Agency: Administration of Children and Families
  - B. MN Dept. of Human Services (DHS)
  - C. Contact information of DHS's awarding official: Jovon Perry, 651-431-4006
10. CFDA Number & Name: Payments are to be made from federal funds obtained by DHS through Catalog of Federal Domestic Assistance (CFDA) No. (TANF 93.558)
11. Is this federal award related to research and development?: ☐ Yes ☒ No
12. Indirect Cost Rate for this federal award is: 10% (including if the *de minimis* rate is charged.)
13. Closeout terms and conditions for this federal award:  
 2 C.F.R. § 200.343. PROVIDING AGENCY'S obligations to DHS shall not end until all close-out requirements are completed, which include, but are not limited to:
  - Submitting all financial, performance, and other reports and liquidating all obligations incurred under the CONTRACT no later than 90 calendar days after the end of the CONTRACT;
  - Promptly refunding any balances of unobligated cash that DHS paid and that are not authorized to be retained for use in other projects;
  - Accounting for any real and personal property acquired with federal funds or received from the federal government in accordance with 2 C.F.R. §§ 200.310 - 200.316 and § 200.329

**REVISION 5.** Attachment B-1, Budget, which is attached to this amendment shall be added to and incorporated into the Original Agreement, effective on the date this amendment is fully executed. EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

By:  DocuSigned by:  
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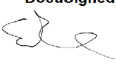
Date: 6/8/2021

SWIFT Contract No: IAK 178819

Funds will be encumbered by 7/31/21.

**2. Department of Employment and Economic**

**Development (DEED)**

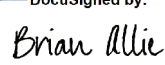
By:  DocuSigned by:  
AB33DF32DDD1485...

Title: Assistant Commissioner, Operations

Date: 6/9/2021

**3. Minnesota Information Technology at DEED**

**(MNIT DEED)**

By:  DocuSigned by:  
FACD1C901C6A42A...

Title: CBTO

Date: 6/9/2021

**4. Department of Human Services**

By (with delegated authority):  DocuSigned by:  
38CC5B16E99A4ED...

Title: EAESD Director

Date: 6/9/2021

WF1 SFY 22 - 7/1/2021 to 6/30/2022		Attachment B1				
Resource		Rate	FTE	Hours	Total	Notes
Architect	A software architect is a software expert who makes high-level design choices and dictates technical standards, including software coding standards, tools, and platforms. The lead expert is referred to as the chief architect.	\$70	0.7	1,456	\$101,920	
Database Administrator	Database administrators (DBAs) use specialized software to store and organize data. The role includes capacity planning, installation, configuration, database design, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery.	\$70	0.7	1,456	\$101,920	
Application Developers	An application developer is someone who creates, tests and programs application software for computers.	\$65	4.5	9,360	\$608,400	
Project Manager	A project manager is a professional in the field of project management. Project managers have the responsibility of the planning, procurement and execution of a project.	\$60	1	2,080	\$124,800	
Product Owner	The scrum product owner is typically a project's key stakeholder. Part of the product owner responsibilities is to have a vision of what he or she wishes to build, and convey that vision to the scrum team. This is key to operating any agile software development project.	\$65	1	2,080	\$135,200	Increased from .7 FTE to 1 FTE, or \$40,560 to support WF1 Connect.
Business Analysts	A business analyst (BA) is someone who analyzes an organization or business domain (real or hypothetical) and documents its business or processes or systems, assessing the business model or its integration with technology.	\$60	5	10,400	\$624,000	1 of the BAs is new for WF1 Connect support or \$124,800.
QA Resource	A quality assurance analyst is tasked with testing products to ensure that they meet the standards that a company is looking for. This means that the product is reliable, functional, and user-friendly.	\$60	0.2	416	\$24,960	
Accessibility Resource	An accessibility resource provides central oversight, technical leadership, expert guidance, coordination, and support to the institution's departments and programs in their use of the web, with a focus on promoting, assessing, and maintaining web and information technology accessibility.	\$60	0.25	520	\$31,200	
Total			13.35		\$1,752,400	
Full Year Payroll					\$1,752,400	
Non-Payroll Expenses					Amount	
Veracode					\$2,363	
Advanced Toolware					\$3,200	
BigIP F5 VE					\$6,720	
Microsoft EA					\$79,800	
Hosting - Server					\$94,640	



Non-Payroll Expenses	Amount	
EDS license	\$26,145	
Workstation Management/Enterprise OS	\$29,950	
Toad	\$578	
Idera SQL Security Suite renewal	\$2,310	
SQL Toolbox	\$2,415	
iMac and Mac Mini's	\$5,616	
Phones	\$0	
DataVeil	\$1,155	
MNEIAM - .0728 per user x 50,000	\$3,640	
Adobe Sign - 210,000 transactions	\$117,126	Electronic signature cost.
Xamarin Contractor - 3 months for electronic signature	\$78,000	
Bing Geocoding	\$1,050	
Total	\$454,708	
Total Budget:	\$2,207,108	

Totals by Funders (Using Enrollments with a 50/50 Split for DHS/ETP)	Percent of Total	Base Amount	Amount in this Scenario (SFY22 amount)
United Way	4.5%	\$ 98,727	\$ 98,727
ETP (584,622 + 1,127,359)/2	26.5%	\$ 584,622	\$ 855,991
DHS (584,622 + 1,127,359)/2	51.1%	\$ 1,127,359	\$ 855,991
CF	0.8%	\$ 17,385	\$ 17,385
VRS	14.1%	\$ 311,946	\$ 311,946
SSB	3.0%	\$ 66,613	\$ 66,613
DLI	0.0%	\$ 456	\$ 456
Total SFY 2022 WF1 Budget		\$ 2,207,108	\$ 2,207,108

WF1 SFY 2022 Budget Assumptions	
1	WF1 Connect will have launched and will need to be updated.
2	Additional users and participants will need support.
3	Training for WF1 Connect will be included in the Case Manager Training offered every other month.
4	There will be an increase in WF1 Help Desk Tickets.
5	Electronic Signature will be implemented.
6	Total WF1 Connect and Electronic Signature cost is estimated at \$282,486 with the additional business analyst, increase of Product Owner FTE to 1, and the Adobe signature fees.

Workforce One Budget Over the Years

Fiscal Year	Legacy Budget	Legacy Spend	Rewrite Budget	WF1 5.0 Rewrite Spend	WF1 5.0 Maintenance Budget	*WF1 5.0 Maintenance Spend	WF1 6.0 Rewrite Budget	WF1 6.0 Rewrite Spend	EDS Budget	EDS Spend	Total WF1 Spend/Budget	% Change from previous year	DHS Billed	**DEED Paid
2009	\$1,857,702	\$1,594,725									\$1,594,725		\$690,000	\$904,725
2010	\$1,302,790	\$1,190,135									\$1,190,135	-25.37%	\$697,500	\$492,635
2011	\$1,412,100	\$1,131,258		\$455,236							\$1,586,494	33.30%	\$706,045	\$880,449
2012	\$539,400	\$470,205	\$1,924,400	\$1,192,272							\$1,662,477	4.79%	\$580,000	\$1,082,477
2013	\$585,200	\$393,281	\$2,184,900	\$1,521,954							\$1,915,235	15.20%	\$945,879	\$969,356
2014	\$456,700	\$396,031	\$1,715,500	\$1,713,929							\$2,109,960	10.17%	\$950,946	\$1,159,014
2015	\$327,498	\$183,607	\$782,500	\$740,409	\$456,000	\$590,090	\$965,250	\$435,509			\$1,949,615	-7.60%	\$630,000	\$1,319,615
2016	\$354,300	\$164,188			\$1,355,000	\$968,011	\$1,793,400	\$1,353,632	\$23,500	\$23,422	\$2,509,253	28.71%		
2017	\$195,200	\$131,570			\$1,271,244	\$838,685	\$1,717,044	\$1,421,643	\$454,646	\$434,844	\$2,826,742	12.65%		
2018							\$1,980,023				\$1,963,635	-30.53%		
2019							\$1,590,233				\$1,548,749	-21.13%		
2020							\$1,598,456				\$1,596,772	3.10%		
2021							\$1,818,678				\$1,818,678	13.90%		
2022							\$2,207,108				\$2,207,108	21.36%		

\*WF1 5.0 spend for 2015 includes staff charges for both the normal maintenance budget and the \$29,199 charged specifically for WIOA Youth changes. It does not include hardware/software costs, since legacy paid these costs during the transition year.

\*\*Rehab and SSB contributed to the legacy spend from SFY2009 through SFY2015.

\*Estimated amounts for 2021 and 2022 are in red.

## **Contract**

### **1 Term of Contract**

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

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

### **2 Duties**

#### **DHS will, in general:**

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

#### **DEED will, in general:**

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

### **3 Payment**

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

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

#### **DEED will submit invoice to:**

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

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

**DHS will remit timely payment to:**

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

**4 Authorized Representatives**

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

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

**5 Amendments, Waiver, and Contract Complete**

**5.1 Amendments**

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

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

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

**5.3 Contract Complete**

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

**6 Liability**

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

**7 Government Data Practices**

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

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

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

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

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

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

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

## **8      Publicity**

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

## **9      Audit**

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

## 10 Governing Law, Jurisdiction, and Venue

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

## 11 Termination

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

## 12 Contract Signatures

DHS-HCEO

By:



Delegated Authority: Marie Zimmerman

Title: Assistant Commissioner

Date:

9/5/19

DEED

By:



Delegated Authority: Blake Chaffee

Title: Chief Financial Officer

Date:

9/10/19



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

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## **Recitals:**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1. AGREEMENT DEFINITIONS**

For purposes of this AGREEMENT, the following definitions apply:

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

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

## **2. PURPOSE**

This agreement provides that:

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

## **3. DUTIES:**

### **3.1 DEED Duties:**

DEED shall:

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

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

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

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

### **3.2. DHS, Child Support Division DUTIES:**

DHS, Child Support Division shall:

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

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

Information may be exchanged or provided:

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

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

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

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

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

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

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

## **4. CONSIDERATION AND TERMS OF PAYMENT**

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

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

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

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

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

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

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

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

Invoices may be mailed to:

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

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

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

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



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

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

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

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

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

**13. Other Provisions.** None

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**Signature Page Follows**

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

APPROVED:

**1. DHS ENCUMBRANCE VERIFICATION**

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

By: *Jonith DeLeonico*

Date: 6/10/2019

SWIFT Contract No: IAK%150793

SWIFT PO #: 3-68588

**2. PROVIDING AGENCY - DEED**

By: *Richard Caligini*

Title: Director, Unemployment Insurance

Date: 6/17/19

**3. REQUESTING AGENCY - DHS**

By: *Shane Moore*

*With delegated authority*

Title: Director, Child Support Director

Date: 6/18/19

Distribution:

Requesting Agency - DHS – Original (fully executed) contract

Providing Agency - DEED

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

**ATTACHMENT A****Administrative Payment Schedule**

July 1, 2019 through June 30, 2021

(SFY2020 – SFY2021)

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

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

# Attachment B - Sample Invoice Template

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



## State of Minnesota INVOICE

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

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

AMOUNT DUE: \$4,429.25

For billing questions, please call 651-259-7065

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

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

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

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

Amount Due: \$4,429.25

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

Amount Remitted

## **Attachment C**

### **MINNESOTA DEPARTMENT OF HUMAN SERVICES DATA SHARING AGREEMENT**

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

#### **RECITALS**

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

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

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

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

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

The parties therefore agree as follows:

## DEFINITIONS

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

Next page.

## **1. Authorized Representatives and Responsible Authority.**

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

## **2. Information Privacy and Security.**

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

### **2.1 Compliance with Applicable Safeguards.**

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

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

## **2.2 Data Responsibilities of the Parties.**

### **A. Use Limitation.**

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

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

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

### **C. Background Review and Reasonable Assurances Required of Agents.**

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

### **D. Ongoing Responsibilities to Safeguard Protected Information.**

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



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

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

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

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

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

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

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

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

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

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

Next page.

### **2.3 Data Security.**

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

### **2.4 Additional Data Responsibilities.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11. Other Provisions.** Reserved.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**Signature Page Follows**

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

APPROVED:

**1. DEED:**

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

By: Richard Caligiuri

Printed Name: Richard Caligiuri

Title: Director of Unemployment Insurance

Date: 6/17/19

**2. DHS:**

By: Shaneen Moore

Printed Name: Shaneen Moore

Title: Director, Child Support Division

Date: 6/18/19

**Distribution (One fully executed original Agreement each):**

Contracting, Procurement & Legal Compliance Division

Agency

DEED

DHS Authorized Representative – (copy)



**Minnesota Department of Employment and Economic Development**  
**Data Sharing Agreement**

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

**Purpose of Agreement**

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

**Recitals**

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

**General Provisions**

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

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

## **Contract**

### **1 Term of Contract**

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

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

### **2 Duties**

#### **DHS will, in general:**

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

#### **DEED will, in general:**

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

### **3 Payment**

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

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

#### **DEED will submit invoice to:**

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

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

**DHS will remit timely payment to:**

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

**4 Authorized Representatives**

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

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

**5 Amendments, Waiver, and Contract Complete**

**5.1 Amendments**

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

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

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

**5.3 Contract Complete**

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

**6 Liability**

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

**7 Government Data Practices**

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

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

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

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

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

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

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

## **8      Publicity**

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

## **9      Audit**

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

## 10 Governing Law, Jurisdiction, and Venue

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

## 11 Termination

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

## 12 Contract Signatures

DHS-HCEO

By:



Delegated Authority: Marie Zimmerman

Title: Assistant Commissioner

Date:

9/5/19

DEED

By:



Delegated Authority: Blake Chaffee

Title: Chief Financial Officer

Date:

9/10/19

## Amendment No. 1 for Agreement IAK 172808

Contract Start Date:	3/9/20	Original Contract Amount:	\$300,000.00
Original Contract Expiration Date:	12/31/20	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date:	12/31/20	This Amendment:	\$ 300,000.00
Requested Contract Expiration Date:	12/31/21	Total Contract Amount:	\$ 600,000.00

**This amendment** ("Amendment") is by and between the Minnesota Department of Human Services, Economic Assistance and Employment Supports Division (DHS) and Minnesota Department of Employment and Economic Development (DEED) (the PROVIDING AGENCY) (This AGREEMENT refers to DHS and PROVIDING AGENCY each individually as "an AGENCY," and collectively as "the AGENCIES.")

### Recitals

1. DHS has an AGREEMENT with PROVIDING AGENCY identified as IAK 172808 to utilize existing youth projects through Workforce Service Areas/Local Workforce Investment Boards/Youth Councils (WSAs/LWIBs/Youth Councils) to provide work experience (Original Agreement);
2. The AGREEMENT is being amended because DHS and PROVIDING AGENCY agree that additional time and funds are necessary for the satisfactory completion of the Agreement;
3. DHS and PROVIDING AGENCY agree to amend the Agreement as stated below:

### Contract Amendment

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

The parties agree to the following revisions:

**REVISION 1:** Clause 1, "**Term of Agreement and Survival of Terms**," Clause 1.2, "Expiration Date," is amended as follows:

**1.2. Expiration Date.** The AGREEMENT remains in effect through December 31, ~~2020~~ 2021, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES' satisfaction, whichever occurs first.

**REVISION 2:** Clause 3, “**Consideration and Terms of Payment,**” subclause 3.1, “Consideration,” is amended as follows:

- A. Program Year 2020 (2/1/20 – 12/31/20): \$300,000. Unspent funds for Program year 2020, may be spent in Program Year 2021, if expended by June 30, 2021.
- B. ~~Unspent funds remaining at the end of SFY2020 are available in SFY21, but must be expended by December 31, 2020.~~  
Program year 2021 (1/1/21 – 12/31/21): \$300,000. Funds must be expended by December 31, 2021.
- C. ~~Total obligation of DHS for all compensation and reimbursement to DEED shall not exceed three hundred thousand dollars (\$300,000).~~

**Federal funds.** (Where applicable, if no federal funds will be used this entire section can be deleted). Payments are to be made from federal funds. If at any time such funds become unavailable, this AGREEMENT shall be terminated immediately upon written notice of such fact by DHS to PROVIDING AGENCY. In the event of such termination, PROVIDING AGENCY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 1. Pass-through requirements. PROVIDING AGENCY acknowledges that, if it is a subrecipient of federal funds under this AGREEMENT, PROVIDING AGENCY may be subject to certain compliance obligations. PROVIDING AGENCY can view a table of these obligations in the Health and Human Services Grants Policy Statement,<sup>1</sup> Exhibit 3 on page II-3. To the degree federal funds are used in this contract, DHS and PROVIDING AGENCY agree to comply with all pass-through requirements, including each Party’s auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).<sup>2</sup>
- 2. PROVIDING AGENCY Name: DEED (Must match the name associated with the DUNS number.)
- 3. PROVIDING AGENCY’s Data Universal Numbering System (DUNS) number: 804832640 The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match PROVIDING AGENCY’s name.
- 4. Federal Award Identification Number (FAIN): 2001MNTANF
- 5. Federal Award Date: FY2020 (The date of the award to the MN Dept. of Human Services.)
- 6. Period of Performance: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
- 7. Amount of federal funds:
  - A. Total Amount Awarded to DHS for this project: \$600,000.00

<sup>1</sup> <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

<sup>2</sup> <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

- B. Total Amount Awarded by DHS for this project to *PROVIDING AGENCY* named above:  
\$600,000.00

8. Federal Award Project description: Temporary Assistance to Needy Families

9. Name:

- A. Federal Awarding Agency: Administration of Children and Families  
B. MN Dept. of Human Services (DHS)  
C. Contact information of DHS's awarding official: David Hanson

10. CFDA Number & Name: Payments are to be made from federal funds obtained by DHS through Catalog of Federal Domestic Assistance (CFDA) No. **93.558**

11. Is this federal award related to research and development?: ☐ Yes ☒ No

12. Indirect Cost Rate for this federal award is: 10% (including if the *de minimis* rate is charged.)

13. Closeout terms and conditions for this federal award: **2 CFR 200.343** Providing Agency shall close-out its use of funds under this Agreement by complying with the closeout procedures in 2 C.F.R. § 200.343. Providing Agency's obligation to STATE shall not end until all close-out requirements are completed.

**REVISION 3:** Clause 3, "**Consideration and Terms of Payment**," subclause 3.3, "Total Obligation," is amended as follows:

**3.3 Total Obligation.** The total obligation for all compensation and reimbursements to PROVIDING AGENCY under this AGREEMENT will not exceed ~~Three hundred thousand dollars (\$300,000.00)~~  
Six hundred thousand dollars (\$600,000.00).

**EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.**

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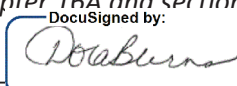
Signature page follows



**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

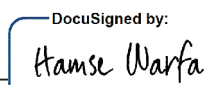
By:  \_\_\_\_\_  
DocuSigned by:  
5457B11AE8BB49D...

Date: 11/30/2020

Agreement No: IAK 172808

**2. PROVIDING AGENCY**

*Signatory certifies that Providing Agency's articles of incorporation, by-laws, or corporate resolutions authorize Providing Agency both to sign on behalf of and bind the Providing Agency to the terms of this Agreement. Providing Agency and Signatory agree that the State Agency relies on the Signatory's certification herein.*

By:  \_\_\_\_\_  
DocuSigned by:  
7DB470E2D5764ED...

Title: Deputy Commissioner

Date: 11/30/2020

**3. DHS**

*Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.*

By (with delegated authority):  \_\_\_\_\_  
DocuSigned by:  
38CC5B16E99A4ED...

Title: EAESD Director

Date: 12/1/2020

**State of Minnesota Interagency Agreement Worksheet (Not Part of the Contract)**

This worksheet contains private information and you should not be reproduce or distribute it externally without express written permission of both agencies.

Total Amount of Interagency Agreement \$682,816.00	SNAP E&T DEED 50-50
FinDeptID H55 32039	amount for state fiscal year 2021 :\$341,408.00
FinDeptID H55 32039	amount for state fiscal year 2022 :\$341,408.00

Starts in fiscal year: 2021	Non-DHS Agency's Vendor ID: B220000000
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SWIFT Contract# /Encumbrance #: IAK% 182580 / 3000079985 9/1/2020 DAG

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.



## Interagency Agreement

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This Interagency Agreement and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Human Services, Economic Assistance and Employment Supports Division (DHS) and Minnesota Department of Employment and Economic Development, through the Workforce Development Division (DEED). (This AGREEMENT refers to DHS and DEED each individually as “an AGENCY,” and collectively as “the AGENCIES.”)

The AGENCIES have authority to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivisions 1 (to jointly exercise common powers) and 10 (to provide services to each other).

Minnesota operates the Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) program under the 50% reimbursement funding model. DHS and DEED jointly administer the SNAP E&T program and ensure that SNAP E&T is delivered through a statewide workforce development system pursuant to Minnesota Statute 256D.051. DHS receives and distributes federal funds for the SNAP E&T program authorized by 7 U.S.C. Chapter 51 and Minnesota Statutes section, 256D.051.

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

DHS and DEED agree that is necessary to share unemployment insurance information to determine outcomes and performance of the SNAP E&T program and per Minnesota Statutes, section 268.19, subdivision 1(a)(10), DEED is authorized to release unemployment insurance information to DHS. DHS is permitted to share the Protected Information with DEED pursuant to Minnesota Statutes, section 13.46, subdivisions 1 and 2(a)(9) and DHS is permitted to share private data on individuals under this agreement according to section 13.47 subdivisions 1(a) and 3(a) and 45 C.F.R. 164.512(k)(6)(i).

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



The AGENCIES have agreed that the intent of this Agreement is to achieve the goals of SNAP E&T and to comply with relevant state and federal laws by developing roles, responsibilities and coordination between the AGENCIES, and to establish procedures for sharing necessary and legally authorized private data between the AGENCIES as it relates to SNAP E&T.

THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date.** The AGREEMENT is effective on **October 1, 2020** or the date that DHS signs with the final signature, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later.

**1.2. Expiration Date.** The AGREEMENT remains in effect through **September 30, 2022**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES' satisfaction, whichever occurs first.

**1.3. Survival of Terms.** The AGENCIES will have a continuing obligation after the expiration of AGREEMENT to comply with the following provisions of AGREEMENT: 7. "Liability," and 10. "Information Privacy and Security."

## 2. DUTIES

### 2.1. DEED's Duties:

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

### 2.2. DHS's Duties:

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

## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DHS will provide consideration for all services that DEED performs under this AGREEMENT as follows and in accordance with **Attachment B**: "Budget," which is attached and incorporated into this CONTRACT.

- A. The total obligation of DHS for all compensation and reimbursement to DEED under this Agreement will **not exceed** six hundred eighty-four thousand eight hundred ninety-two dollars **(\$684,892.00)**. Of this total, three hundred fifty-four thousand three hundred sixty dollars **(\$354,360)** shall be used by DEED to reimburse DEED Grantees for allowable SNAP E&T expenses and three hundred thirty thousand five hundred and thirty-one dollars **(\$330,531)** shall be used by DEED for its eligible administrative expenses as identified in **Attachment B, Budget**. All funding is subject to SNAP E&T 50-50 federal funding restrictions and approvals.



- B. DEED may not use funds for services or activities prohibited by Food and Nutrition Services (FNS) and by Title 2 of the C.F.R. 200 Uniform Administrative Requirements. All provisions in the Uniform Administrative requirements, cost principles, and audit requirements for federal awards are applicable to DEED and DEED's SNAP E&T Grantees.
- C. DHS shall not reimburse DEED for any costs determined by DHS to be unallowable, as defined by FNS SNAP E&T rules and regulations, and any subsequent updates to these rules, regulations and guidelines during the period of this Agreement.
- D. DEED shall ensure there is no duplication of benefits and/or services provided to SNAP recipients through State's SNAP E&T funds; and that DEED funds are expended on allowable activities for SNAP eligible individuals.
- E. DEED must only seek reimbursement for expenses paid from nonfederal sources and not used as a match for another purpose.
- F. Release of funding under this Agreement to DEED is subject to actual receipt of appropriated funds from FNS and approval by DHS of DEED's request for reimbursement. Reimbursements for Quarter 1 (October-December 2020) and Quarter 2 (January-March 2021) will be reviewed jointly by DHS and DEED to ensure payments made by DEED are accurate and appropriate. DHS will review subsequent requests and approve subject to provisions B and through E above.

Any unexpended balance in the first year of the Agreement (federal fiscal year 2021) will cancel and may not cross over to the second year of the Agreement (federal fiscal year 2022). Any unexpended balance in the second year of the Agreement (federal fiscal year 2022) will cancel.

**3.2. Terms of Payment.** DHS must pay DEED within 30 days after the DEED presents invoices for services it performs.

- A. DEED will submit at least **quarterly invoices** for the amount of expenditures to be paid under this Agreement. **Invoices must identify the matched funds related to SNAP 50/50** approved grantee expenditures and DEED administration expenditures according to the following schedule:
  - October - December      by January 30<sup>th</sup>
  - January- March            by April 30<sup>th</sup>
  - April - June                by July 30<sup>th</sup>
  - July - September         by October 30<sup>th</sup>



- B. DEED will ensure timely submission of invoices and inform DHS if there is a delay in submission that could impact the DHS FNS-583 Quarterly Report which is due forty-five (45) days after each quarter ends. The fact of payment of any item shall not preclude DHS from questioning the propriety of any item.
- C. Final invoices for each federal fiscal year must be received by DHS no later than December 1 of each year to guarantee payment from that fiscal year. Invoices received after that date will not be paid.
- D. DEED must reimburse DHS upon demand, or DHS may deduct from future payments under this Agreement, the following:
  - a. Any amounts received by DEED from DHS for services which have been inaccurately reported or are found to be unsubstantiated or unallowable.
  - b. Any amounts paid by DEED to a sub-grantee not authorized in writing by DHS.
  - c. Any amounts paid by DEED to a sub-grantee for services also reimbursed by DHS SNAP E&T funds.

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to DEED under this AGREEMENT will not exceed six hundred eighty-two thousand eight hundred sixteen dollars (\$682,816.00).

**3.4. Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this AGREEMENT shall be terminated immediately upon written notice of such fact by DHS to DEED. In the event of such termination, DEED shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. *Pass-through requirements.* DEED acknowledges that, if it is a subrecipient of federal funds under this AGREEMENT, DEED may be subject to certain compliance obligations. DEED can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#),<sup>1</sup> Exhibit 3 on page II-3. To the degree federal funds are used in this contract, DHS and DEED agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).<sup>2</sup>

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<sup>1</sup> <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

<sup>2</sup> <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>



2. *DEED Name*: Minnesota Department of Employment and Economic Development, through the Workforce Development Division (DEED (Must match the name associated with the DUNS number.))
3. *DEED's Data Universal Numbering System (DUNS) number*: NA The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match *DEED's* name.
4. *Federal Award Identification Number (FAIN)*: 212MN101S2519
5. *Federal Award Date*: 6/24/2019 (The date of the award to the MN Dept. of Human Services.)
6. *Period of Performance*: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
7. *Amount of federal funds*:
  - A. Total Amount Awarded to DHS for this project: \$1,204,536
  - B. Total Amount Awarded by DHS for this project to *DEED* named above: \$682,186.00
8. *Federal Award Project description*: The SNAP Employment and Training (SNAP E&T) Program helps SNAP participants gain skills, training, or work experience to increase their ability to obtain regular employment that leads to economic self-sufficiency. The Food and Nutrition Service (FNS) provides funding annually to States to operate the SNAP E&T program. The purpose of the SNAP E&T program is to assist members of SNAP households in gaining skills, training, work, or experience that will improve their employment prospects and reduce their reliance on SNAP benefits.  
  
 State statutes implement federal laws and regulations and establish the framework for Minnesota's SNAP E&T program. SNAP E&T program operations in Minnesota are supervised by the Department of Human Services (DHS) in partnership with the Department of Employment and Economic Development (DEED). The program operates under Laws of Minnesota 2005, Sections 256D.051 and 256D.052.
9. *Name*:
  - A. Federal Awarding Agency: U.S. Department of Agriculture - Food and Nutrition Services
  - B. MN Dept. of Human Services (DHS)
  - C. Contact information of DHS's awarding official: Tikki Brown
10. *CFDA Number & Name*: Payments are to be made from federal funds obtained by DHS through Catalog of Federal Domestic Assistance (CFDA) No. 10.561
11. Is this federal award related to research and development?: ☐ Yes ☒ No
12. Indirect Cost Rate for this federal award is: 17.46% (including if the *de minimis* rate is charged.)
13. Closeout terms and conditions for this federal award: The United States Department of Agriculture (USDA) administers and funds the Supplemental Nutrition Assistance Program (SNAP), and requires that states operate an employment and training program. Federal laws



and regulations specify the basic structure of the program, the people to be served, the scope of program services, and the programs' relationship to other public assistance programs. The program operates under Code of Federal Regulations (CFR) 7, Section 273.7 and Code of Federal Regulations (CFR) 7, Section 273.24.Regulations (7 CFR 273.7(c)(5)); and Minnesota Statutes, Section 256D.051).

**4. CONDITIONS OF PAYMENT.** DEED will perform all services pursuant to this agreement to the satisfaction of the DHS, according to the sole discretion of DHS's authorized representative.

## **5. AUTHORIZED REPRESENTATIVES.**

**5.1. DHS.** DHS's Authorized Representative for the purposes of administration of this AGREEMENT is **Tikki Brown, Economic Assistance and Employment Supports Director** or successor. Phone and email: **651-431-3822, tikki.brown@state.mn.us**. This representative has final authority for accepting DEED's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. DEED.** DEED's Authorized Representative is Nancy Omondi, Director, Adult Career Pathways or successor. Phone and email: **651-259-7525, nancy.omondi@state.mn.us**. DEED will immediately notify DHS if DEED's Authorized Representative changes at any time during this AGREEMENT.

**5.3. Information Privacy and Security.** DEED's responsible authority is **Ed Seel**, or successor for complying with data privacy and security for this AGREEMENT. Phone and email: **651-259-7293, ed.seel@state.mn.us**.

**6. AMENDMENTS.** The AGENCIES must execute any amendments to this agreement in writing.

**7. LIABILITY.** Each AGENCY is responsible for its own acts to the extent the law authorizes and is not responsible for the other AGENCY's acts. The Minnesota Tort Claims Act, Minnesota Statutes, section 3.736 and other applicable law, govern both AGENCIES' individual and several liability.

**8. CANCELLATION.** Either AGENCY may cancel the AGREEMENT at any time, with or without cause, upon thirty (30) days written notice to the other AGENCY. If either AGENCY cancels the AGREEMENT, the DEED will receive payment, determined on a pro rata basis, for work or services satisfactorily performed.

**9. ASSIGNMENT.** Neither AGENCY may assign or transfer any rights or obligations under this agreement without the prior written consent of the other AGENCY.

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





**11. OTHER PROVISIONS. None**

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Signature Page Follows



By signing below, the parties agree to the terms and conditions contained in this AGREEMENT.

APPROVED:

### 1. DHS ENCUMBRANCE VERIFICATION

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

DocuSigned by:  
By: Debra Galvan  
32720C8039DB45B...  
Date: 9/10/2020

SWIFT Contract No: 182580

SWIFT PO #: 300079985

### 2. DEED – [Click here to enter State Agency Name](#)

DocuSigned by:  
By: [Signature]  
7DB470E2D5764ED...  
Title: Deputy Commissioner  
Date: 9/25/2020

### 3. DHS

DocuSigned by:  
By: Tikki Brown  
8AFB9F6EB9F44F4...

With delegated authority

Title: Director

Date: 9/28/2020

Distribution:

DHS – Original (fully executed) contract

DEED

Contracting & Legal Compliance, Contracts Unit- #0238

ATTACHMENT AAGENCY WORK PLAN

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The intent of this work plan is to define roles, responsibilities and coordination between DHS (REQUESTING AGENCY) and DEED (PROVIDING AGENCY) for efforts involving SNAP E & T deliverables related only to those matters affecting employment and training activities and components, subject to available funds.

**A. FISCAL MANAGEMENT****1. FUNDING AND AGREEMENTS****a. PROVIDING AGENCY will:**

- i. In collaboration with REQUESTING AGENCY, lead efforts related to the development /review of Request for Proposals (RFPs) or related applications under the SNAP E&T 50-50 funds for providers only seeking DEED funding reimbursement.
- ii. Annually negotiate, develop and execute Agreements with DEED SNAP E&T Grantees for the operation of SNAP E&T related programming.
- iii. Announce to eligible DEED SNAP E&T Grantees, referred to from here forward as DEED Grantees, their annual SNAP E&T funds (SNAP 50-50) allocation or allocation ranges for SNAP E&T related programming.
- iv. Act as fiscal agent on behalf of REQUESTING AGENCY:
  1. Make payments in the form of reimbursement of allowable expenditures to DEED Grantees and submit invoice to REQUESTING AGENCY on a quarterly basis beginning October 1, 2020.
  2. Enter into contracts with DEED Grantees for services as specified in the Grantees' original proposal.
- v. Perform contract management duties for grant contracts resulting from RFPs/Applications and agree to follow the Office of Grants Management (Minnesota Department of Administration) policies on grant oversight to establish monitoring duties of SNAP E&T spending, eligibility, and requirements including grant spending monitoring activities as specified under Section B. Audits and Monitoring of this Agency Work Plan.

**b. REQUESTING AGENCY will:**

- i. Administer, allocate, and expend funds available under the SNAP E&T 50-50 funds.

50-50 funds and report any findings or concerns to PROVIDING AGENCY within 30 days of contract end date or monitoring completion.

## 2. RECEIPT OF FEDERAL AND STATE FUNDS

- a. REQUESTING AGENCY will accept and supervise the disbursement of any SNAP funds that may be provided by FNS or from other sources for use in the state for SNAP and SNAP E&T services.
- b. REQUESTING AGENCY will lead the development, preparation and submission of the State's SNAP E&T Plan for approval by FNS and allocation of federal SNAP E&T 100% funds and reimbursement of Federal Financial Participation SNAP E&T 50-50 funds. REQUESTING AGENCY will seek support, involvement, and approval from PROVIDING AGENCY to have State's Plan in place according to the schedule set by FNS in order to secure and receive federal funding.
- c. REQUESTING AGENCY AND PROVIDING AGENCY shall:
  - i. Jointly review allocations and budgets for SNAP E&T 50-50 and other specials programs as needed.
  - ii. Keep abreast of updates or changes to the use of federal SNAP funds as they are announced and published by FNS, and state authorities.

## 3. REPORTS

- a. REQUESTING AGENCY AND PROVIDING AGENCY shall:
  - i. Respond timely to all federal reporting and billing requirements.
  - ii. Keep abreast of updates or changes to federal SNAP reporting requirements as they are announced and published by FNS and federal and state authorities.
  - iii. Within ninety (90) days of the execution of this Agreement, develop a schedule of reports to be produced by PROVIDING AGENCY and REQUESTING AGENCY including purpose of the report(s), data elements used, timelines, audience and end user.

## B. AUDITS AND MONITORING

### 1. PROVIDING AGENCY shall:

- a. PROVIDING AGENCY shall conduct monitoring of its grantees' activities in order to measure programmatic and fiscal progress; assess grantees' compliance with applicable laws, regulations and other requirements; identify any areas of noncompliance and take appropriate action in response; identify areas of need and provide technical assistance;

financial reconciliation. It is anticipated that monitoring will be conducted on-site;

however, desk audits may be allowed with agreement of REQUESTING AGENCY.

PROVIDING AGENCY shall produce and provide REQUESTING AGENCY a written monitoring report summarizing the findings for each DEED Grantee within thirty (30) working days of completion.

- b. Review expenditures for DEED Grantees covered under this Agreement and other special programs as needed; and establish monitoring duties of DEED Grantees under Agreement with PROVIDING AGENCY to ensure funds spent are allowable under state and federal law, regulations and guidelines.
- c. Develop and update monitoring materials and guidelines covering the specific programs under this Agreement in collaboration with REQUESTING AGENCY. These guidelines will reflect the results of outcome-based Agreements, current state and federal laws, regulations and policies, RFPs, and areas of special concern.

2. REQUESTING AGENCY shall:

- a. Determine the appropriate action to be taken whenever review and audit of programs under this Agreement suggests that program funds have not been utilized consistently with state or federal law, regulation or guidelines, and shall implement those actions determined to be appropriate.
- b. Respond to federal program audits where state response is required. If special monitoring efforts are needed, REQUESTING AGENCY AND PROVIDING AGENCY shall meet to determine how to fund these monitoring efforts.

C. EVALUATION AND PERFORMANCE REPORTS

1. REQUESTING AGENCY Shall:

- a. Lead efforts, development, and preparation of the FNS 583 Quarterly Report for submission within forty five (45) days after the end of the quarter. PROVIDING AGENCY shall provide REQUESTING AGENCY timely and necessary program, fiscal, and participant data, agreed to by both agencies, necessary to complete this report for submission by the federal request deadline.
- b. Lead efforts, development, and preparation of performance and annual report on the SNAP E&T Program which will include a summary of fiscal program components, participant demographics and program outcomes. This report will be provided by January

AGENCY shall collaborate with REQUESTING AGENCY to complete this report for submission by the federal request dateline.

- c. PROVIDING AGENCY will ensure that all newly created SNAP E&T reporting and performance measures are incorporated in all 50-50 efforts, which may include data collection efforts in Workforce One.
- d. PROVIDING AGENCY will prepare summary of DEED SNAP E&T Grantees' work plans, budgets, project outcomes and measures, and progress updates annually due by the later of September 30th of each year or no later than 45 days after the contract with a grantee is signed.

2. REQUESTING AGENCY AND PROVIDING AGENCY shall:

- a. Jointly determine the need, purpose and scope of public reports governing programs covered under the Agreement; and define parameters and develop processes to evaluate outcomes and produce special reports arising from federal, state and county agencies' requests.

**D. TECHNICAL ASSISTANCE AND TRAINING**

1. TECHNICAL ASSISTANCE

- a. REQUESTING AGENCY AND PROVIDING AGENCY shall jointly prepare and deliver technical assistance related to employment and training issues or concerns arising from monitoring, federal and legislative changes, and requests and questions received from grantees:
  - i. Draft bulletins and update the SNAP manual resulting from legislative or federal changes to SNAP E&T.
  - ii. Coordinate the development, interpretation and implementation of changed policies.
  - iii. Consult, research, make recommendations, and respond timely to policy questions and monitoring findings.
  - iv. Actively participate in SNAP E&T Steering Committee meetings and workgroups and follow through assignments as directed by the REQUESTING AGENCY SNAP E&T Supervisor.
  - v. Determine how to accomplish unanticipated technical assistance efforts and monitoring requirements.
  - vi. Collaborate with DHS so that the 50-50 funding processes for DEED Grantees aligns with REQUESTING AGENCY processes for 50-50 reimbursement and SNAP E&T

- b. PROVIDING AGENCY will deliver technical assistance dealing with SNAP E&T related issues arising from the use of the Workforce One (WF1) system, including changes to the system.
- c. PROVIDING AGENCY will develop a plan to address the capacity building needs for DEED Grantees as identified by the agencies and DEED staff. Plan will include details on actions taken to address organizational and financial stability, program quality, and growth needs of the grantees. This plan may be provided in the form of a detailed quarterly meeting agenda addressing the above points.
- d. PROVIDING AGENCY will provide DEED Grantees with one-on-one technical assistance on all matters pertaining to the SNAP E&T program training including in-person and virtual training.

**E. PROGRAM SPECIFICATIONS**

- 1. REQUESTING AGENCY will:
  - a. Maintain, in consultation with PROVIDING AGENCY, the State's SNAP E&T Plan.
  - b. Work and consult with the PROVIDING AGENCY in advance of submitting legislative proposals that may affect the goals, objectives or deliverables of the Agreement.
  - c. Review and set program policy, maintain the provider handbook and policy manual, and represent SNAP E&T in statewide workforce development planning.
- 2. REQUESTING AGENCY and PROVIDING AGENCY will jointly:
  - a. Distribute policy changes applying to SNAP E&T to DEED Grantees.
  - b. Review any legislative activity being considered or proposed that would change funding or SNAP E&T programming; and determine the need for and the proper methods to pursue changes in federal or state SNAP E&T laws. These methods may include meetings with legislators and other interested parties.

**F. SYSTEM ACCESS**

- 1. REQUESTING AGENCY shall make available and maintain:
  - a. Inquiry access to the MAXIS System to no more than three PROVIDING AGENCY staff within the PROVIDING AGENCY.
  - b. REQUESTING AGENCY will provide monthly verification of participant SNAP eligibility to

2. REQUESTING AGENCY and PROVIDING AGENCY shall work collaboratively to produce and review reports as identified jointly by program staff at both DEED and DHS, including the federal annual report and state annual report.
3. REQUESTING AGENCY AND PROVIDING AGENCY shall have and maintain access to the WF1 system and have the authority to access data from WF1 as well as data from the MAXIS interface for programs covered under this Agreement.
4. REQUESTING AGENCY and PROVIDING AGENCY will use private or confidential data in the MAXIS, WF1 Systems, and DWH in accordance with section 10, Information Privacy Protection, of this Agreement.
5. Changes to data security protocols and roles affecting REQUESTING AGENCY and PROVIDING AGENCY data must be agreed to by both agencies and submitted as an amendment to this Agreement.

**G. KEY PERSONNEL**

1. INTERAGENCY JOINT MANAGEMENT COMMITTEE
  - a. REQUESTING AGENCY AND PROVIDING AGENCY Authorized Representatives or their designees will meet quarterly, or as frequently as needed, to provide progress reports of any or all duties and responsibilities of the Agreement, identify and discuss concerns caused by the other party's failure to timely perform its obligations during preceding quarter, and review time and cost estimates for performing any obligations under this Agreement. If concerns are not resolved through the Committee, agencies will follow the dispute resolution section H below.
  - b. The Committee will determine when a work effort falls into the category of special project. Once a work effort has been designated as a special project, REQUESTING AGENCY and PROVIDING AGENCY shall jointly undertake those activities necessary to the effective planning and implementation of the project. A timeline, approved by the Committee will be developed for all special projects.

**2. INTERAGENCY DIRECT PROGRAM SUPERVISION AND STAFFING**

- a. PROVIDING AGENCY will:

Minnesota Department of Employment and Economic Development  
SNAP E&T 50-50 Funds October 1, 2020 - September 30, 2022



i. Dedicate, for the purposes of the Agreement, material to the Agreement and essential to the work performed; administrative personnel as detailed in Attachment B to facilitate PROVIDING AGENCY's work, responsibilities and coordination as specified under this Agreement.

- b. PROVIDING AGENCY agrees that it will require the identified personnel, and their successors, to follow all applicable state and departmental work procedures and duties related to this Agreement. PROVIDING AGENCY will collaborate with REQUESTING AGENCY in addressing any needed changes to established work procedures.
- c. PROVIDING AGENCY agrees that the identified personnel are its employees, that they are not employees of the REQUESTING AGENCY, and that nothing in this Agreement creates an employee-employer relationship between the REQUESTING AGENCY and the Key Personnel.

#### H. DISPUTE RESOLUTION

- 1. The Parties agree to meet and confer in an attempt to resolve any disputes that may arise out of course of performance of this Agreement.





## ATTACHMENT B: BUDGET

PROVIDING AGENCY'S GRANTS ADMINISTRATION 2 YEAR COSTS FOR SNAP E&T 50-50 FFY 2021-2022  
October 1, 2020 to September 30, 2022

I.								E&T	
	SNAP DIRECTOR	SNAP Program Coord.	ETP LEAD MONITOR	ETP Fiscal	SNAP MONITOR	ETP E&T FISCAL Lead	Contracting Lead	ACP Supervisor	Monitoring/Fi scal Manager
Annual Salary	\$9,222	\$61,352	\$17,570	\$15,350	\$40,454	\$7,048	\$6,078	\$27,950	\$11,142
Fringe- Ins. FICA Retirement (35%)	\$3,228	\$21,473	\$6,150	\$5,373	\$14,159	\$2,467	\$2,127	\$9,783	\$3,900
<b>Indirect Costs of Salary+Fringe</b>									
Space (\$3,000 / FTE)	\$300	\$2,340	\$600	\$720	\$1,980	\$240	\$240	\$960	\$300
Travel (\$1,000 / FTE)	\$100	\$780	\$200	\$240	\$660	\$80	\$80	\$320	\$100
Computer (\$1,705 / FTE)	\$171	\$1,330	\$341	\$409	\$1,125	\$136	\$136	\$546	\$171
Communications (Cost or \$300 / FTE)	\$30	\$234	\$60	\$72	\$198	\$24	\$24	\$96	\$30
Equipment/Non-Capital (\$500 / FTE)	\$50	\$390	\$100	\$120	\$330	\$40	\$40	\$160	\$50
Office Supplies (\$100 / FTE)	\$10	\$78	\$20	\$24	\$66	\$8	\$8	\$32	\$10
Training (\$1,000 / FTE)	\$100	\$780	\$200	\$240	\$660	\$80	\$80	\$320	\$100
<b>I. SUBTOTAL DIRECT</b>	<b>\$13,210</b>	<b>\$88,757</b>	<b>\$25,241</b>	<b>\$22,548</b>	<b>\$59,632</b>	<b>\$10,123</b>	<b>\$8,814</b>	<b>\$40,166</b>	<b>\$15,802</b>
<b>II. Indirect Approved Costs</b>									
<b>INDIRECT</b>	<b>17.46%</b>	\$2,174	\$14,461	\$4,141	\$3,618	\$9,535	\$1,661	\$1,433	\$6,588
<b>TOTAL DIRECT &amp; INDIRECT</b>		<b>\$15,384</b>	<b>\$103,218</b>	<b>\$29,382</b>	<b>\$26,166</b>	<b>\$69,168</b>	<b>\$11,784</b>	<b>\$10,246</b>	<b>\$46,754</b>
<b>FFY FULL TIME EQUIVALENTS (FTES)</b>	<b>0.10</b>	<b>0.78</b>	<b>0.20</b>	<b>0.24</b>	<b>0.66</b>	<b>0.08</b>	<b>0.08</b>	<b>0.32</b>	<b>0.10</b>

AVG POSITION

<b>TOTAL</b>
\$196,166
\$68,658
\$0
\$7,680
\$2,560
\$4,365
\$768
\$1,280
\$256
\$2,560
\$284,293
\$46,238
<b>\$330,531</b>
<b>2.56</b>

\$129,114

**ATTACHMENT B: BUDGET**

**PROVIDING AGENCY'S GRANTS COSTS FOR SNAP GRANTEES ONLY FFY2021-2022  
October 1, 2020 to September 30, 2022**

GRANTEE	PROGRAM	SUPPORT SERVICES	ADMIN	TOTAL Year 1 SNAP BUDGET	Year 1 REIMBURSABLE AMOUNT
Meta-5	\$ 56,560.00	\$ 17,875.00	\$ 8,270.00	\$ 82,705.00	\$ 41,352.50
Lifework Planning	\$ 64,015.00	\$ 10,420.00	\$ 8,270.00	\$ 82,705.00	\$ 41,352.50
Change, Inc.	\$ 40,688.00	\$ 1,500.00	\$ 4,687.00	\$ 46,875.00	\$ 23,437.50
7 new grantees @ \$10,000 reimb/year	\$ 84,000.00	\$ 28,000.00	\$ 28,000.00	\$ 140,000.00	\$ 70,000.00
<b>TOTAL</b>	<b>\$ 245,263.00</b>	<b>\$ 57,795.00</b>	<b>\$ 49,227.00</b>	<b>\$ 352,285.00</b>	<b>\$ 176,142.50</b>

**Total Reimbursable  
Amount for FFY 21 and  
FFY 22 Combined**

\$	82,705.00
\$	82,705.00
\$	46,875.00
\$	140,000.00
\$	352,285.00

Cost Categories
DEED Grantee Costs (Contracts with Providers)
DEED Admin Costs
Total Contract Amount, 2 years, FFY 21 and FFY 22



Reimbursable Amount for FY 21-22	
	352,285
	330,531
<hr/>	
	682,816

## ATTACHMENT C – DATA SHARING AGREEMENT TERMS AND CONDITIONS

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This Attachment sets forth the terms and conditions in which DHS (REQUESTING AGENCY) will share data with and permit DEED (PROVIDING AGENCY) to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act and other Applicable Safeguards.

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

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

Purpose for Sharing Protected Information and Expected Outcomes: (a) verify an individual's identity; determine eligibility, amount of assistance, and the need to provide services to an individual or family across programs; coordinate services for an individual or family; evaluate the effectiveness of programs; (b) administer federal funds or programs; (c) coordinate the employment and training services or determine eligibility or suitability for services from other programs; and (d) monitor the eligibility of the participant for assistance programs, or for any employment or training program administered by those agencies.

REQUESTING AGENCY is permitted to share the Protected Information with PROVIDING AGENCY pursuant to: Minnesota Statutes, section 13.46 subdivisions 1 and 2(a)(9), section 13.47 subdivisions 1(a) and 3(a), and section 268.19 subdivision 1(a)(10); and 45 C.F.R. 164.512(k)(6)(i).

This Attachment neither creates a business associate relationship nor constitutes a business associate agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA). The parties therefore agree as follows:

### DEFINITIONS

- A. "Agent" means PROVIDING AGENCY'S employees, contractors, subcontractors, and other non-employees and representatives.
- B. "Applicable Safeguards" shall mean the REQUESTING AGENCY and federal safeguards listed in subsection 2.1.A of this Attachment.
- C. "Breach" means a Privacy or Security Incident that results in the compromise of the security, confidentiality, or integrity of Protected Information or a Use or Disclosure of Protected Information not otherwise permitted by law.
- D. "Contract" means the Professional/Technical Contract between REQUESTING AGENCY and PROVIDING AGENCY to which this Attachment is attached.

- E. “Disclose” or “Disclosure” means the release, transfer, provision of access to, or divulging in any manner of Protected Information by the entity in possession of the Protected Information,
- F. “Individual” means the person who is the subject of Protected Information.
- G. “Privacy Incident” means a violation of an information privacy provision of any applicable REQUESTING AGENCY and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.
- H. “Protected Information” means any information, regardless of form or format, which is or will be Used by REQUESTING AGENCY or PROVIDING AGENCY under the Contract that is protected by federal or REQUESTING AGENCY laws, statutes, regulations, policies, or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a REQUESTING AGENCY, county or tribal human services agency client or a client’s family member. Protected Information also includes, but is not limited to, such information maintained within or accessed via a REQUESTING AGENCY information management system, including a REQUESTING AGENCY “legacy system” and other REQUESTING AGENCY application.
- I. “Security Incident” means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. “Security Incident” does not include pings and other broadcast attacks on a system’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.
- J. “Use” or “Used” means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. “Use” includes any of these activities whether conducted manually or by electronic or computerized means.

## **1. INFORMATION EXCHANGED**

- 1.1** This Attachment governs the data that will be exchanged pursuant to PROVIDING AGENCY performing the services described in the Contract. The data exchanged under the Contract will include: welfare data on individuals collected, maintained, used, or disseminated by the welfare system; and employment and training data on individuals collected, maintained, used, or disseminated because an individual applies for, is currently enrolled in, or has been enrolled in employment and training programs funded with federal, state, or local resources.
- 1.2** The data exchanged under the Contract is provided to PROVIDING AGENCY in order for PROVIDING AGENCY to: (a) verify an individual’s identity; determine eligibility, amount of assistance, and the need to provide services to an individual or family across programs; coordinate services for an individual or family; evaluate the effectiveness of programs; (b) administer federal funds or programs; (c) coordinate the employment and training services or determine eligibility or suitability for services from other programs; and (d) monitor the

eligibility of the participant for assistance programs, or for any employment or training program administered by those agencies.

- 1.3** REQUESTING AGENCY is permitted to share the Protected Information with PROVIDING AGENCY pursuant to: Minnesota Statutes, section 13.46 subdivisions 1 and 2(a)(9), section 13.47 subdivisions 1(a) and 3(a), and section 268.19 subdivision 1(a)(10); and 45 C.F.R. 164.512(k)(6)(i).

## **2. INFORMATION PRIVACY AND SECURITY**

PROVIDING AGENCY and REQUESTING AGENCY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by REQUESTING AGENCY under the Contract, and as it applies to all data created, collected, received, stored, Used, maintained, or disseminated by PROVIDING AGENCY under the Contract. The civil remedies of Minn. Stat. § 13.08 apply to PROVIDING AGENCY and REQUESTING AGENCY.

### **2.1 Compliance with Applicable Safeguards.**

#### **A. REQUESTING AGENCY and Federal Safeguards.**

The parties acknowledge that the Protected Information to be shared under the terms of the Contract may be subject to one or more of the following laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised ("Applicable Safeguards"), and agree to abide by the same:

1. Minnesota Health Records Act (Minn. Stat. § 144.291 - 144.298);
2. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to § 2.67);
3. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, "Confidentiality and Disclosure of Returns and Return Information," and Publication 1075);
4. U.S. Privacy Act of 1974;
5. Computer Matching Requirements (5 U.S.C. § 552a, "Records Maintained on Individuals");
6. Social Security Data Disclosure (42 U.S.C. § 1306, "Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services");
7. Disclosure of Information to Federal, State and Local Agencies ("DIFSLA Handbook" Publication 3373);
8. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, "Privacy and Security of Personally Identifiable Information,");
9. NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," Revision 4 (NIST.SP.800-53r4); and,
10. All State of Minnesota ["Enterprise Information Security Policies and Standards."](https://mn.gov/mnit/government/policies/security/)<sup>1</sup>

The parties further agree to comply with all other rules, regulations and laws, including as amended or revised, applicable to the exchange, Use and Disclosure of data under the Contract.

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<sup>1</sup> See <https://mn.gov/mnit/government/policies/security/>

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

**2.2 PROVIDING AGENCY Data Responsibilities.**

**A. Use Limitation.**

- 1. Restrictions on Use of Protected Information.** Except as otherwise authorized in the Contract or this Attachment, PROVIDING AGENCY may only Use or Disclose Protected Information as minimally necessary to provide the services to REQUESTING AGENCY as described in the Contract and this Attachment, or as otherwise required by law, provided that such Use or Disclosure of Protected Information, if performed by REQUESTING AGENCY, would not violate the Contract, this Attachment, or state and federal statutes or regulations that apply to the Protected Information.
- 2. Federal tax information.** To the extent that Protected Information Used under the Contract constitutes “federal tax information” (FTI), PROVIDING AGENCY shall ensure that this data only be Used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication 1075.

- B. Individual Privacy Rights.** PROVIDING AGENCY shall ensure Individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

- 1. Complaints.** PROVIDING AGENCY shall work cooperatively and proactively with REQUESTING AGENCY to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.
- 2. Amendments Requested by Data Subject.** Within three (3) business days, PROVIDING AGENCY must forward to REQUESTING AGENCY any request to make any amendment(s) to Protected Information in order for REQUESTING AGENCY to satisfy its obligations under Minn. Stat. § 13.04, “Rights of Subjects of Data,” subd. 4. PROVIDING AGENCY must promptly make any amendments to Protected Information as directed by REQUESTING AGENCY.

**C. Background Check and Reasonable Assurances of Agents.**

- 1. Criminal Background Check Required.** PROVIDING AGENCY and employees of PROVIDING AGENCY accessing REQUESTING AGENCY’s Protected Information must submit to REQUESTING AGENCY or provide evidence of a computerized criminal history system background check (hereinafter “CCH background check”) performed within the last six (6) months before work can begin under the

Contract. "CCH background check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

2. **Reasonable Assurances.** PROVIDING AGENCY represents that, before any Agent is allowed to Use or Disclose Protected Information, PROVIDING AGENCY has conducted and documented a background review of the Agent sufficient to provide PROVIDING AGENCY with reasonable assurances that the Agent will fully comply with the terms of the Contract, this Attachment, and Applicable Safeguards. PROVIDING AGENCY shall make available documentation required by this Section upon request by REQUESTING AGENCY.

**D. Ongoing Responsibilities to Safeguard Protected Information.**

1. **Privacy and Security Safeguards.** PROVIDING AGENCY shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Contract and this Attachment.
2. **Monitoring Agents.** PROVIDING AGENCY shall ensure that any Agent to whom PROVIDING AGENCY Discloses Protected Information on behalf of REQUESTING AGENCY, or whom PROVIDING AGENCY employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of REQUESTING AGENCY, agrees, in writing, to the same restrictions and conditions that apply to PROVIDING AGENCY under the Contract and this Attachment with respect to such Protected Information.
3. **Encryption.** According to the REQUESTING AGENCY of Minnesota's "[Enterprise Information Security Policies and Standards](https://mn.gov/mnit/government/policies/security/),"<sup>2</sup> PROVIDING AGENCY must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.
4. **Minimum Necessary Access to Protected Information.** PROVIDING AGENCY shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete the PROVIDING AGENCY'S work under the Contract.
5. **Training and Oversight.** PROVIDING AGENCY shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.

**E. Responding to Privacy Incidents, Security Incidents, and Breaches.** PROVIDING AGENCY will comply with this Section for all Protected Information shared under the

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<sup>2</sup> <https://mn.gov/mnit/government/policies/security/>

Contract. Additional obligations for specific kinds of Protected Information shared under the Contract are addressed in subsection 2.2(F), "Reporting Privacy Incidents, Security Incidents, and Breaches."

- 1. Mitigation of harmful effects.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, PROVIDING AGENCY will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.
- 2. Investigation.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, PROVIDING AGENCY will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment, and applicable law.
- 3. Corrective action.** Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, PROVIDING AGENCY will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.
- 4. Notification to Individuals and others; costs incurred.**
  - a. Protected Information.** PROVIDING AGENCY will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident, Security Incident, and/or Breach is required by law. If such notice is required, PROVIDING AGENCY will fulfill REQUESTING AGENCY's and PROVIDING AGENCY's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05, "Duties of Responsible Authority," and 13.055, "Disclosure of Breach in Security."
  - b. Failure to notify.** If PROVIDING AGENCY fails to timely and appropriately notify Individual data subjects or other external parties under subparagraph (a), then PROVIDING AGENCY will reimburse REQUESTING AGENCY for any costs, fines, or penalties REQUESTING AGENCY incurs as a result of PROVIDING AGENCY's failure to timely provide appropriate notification.
- 5. Obligation to report to REQUESTING AGENCY.** Upon discovery of a Privacy Incident, Security Incident, and/or Breach, PROVIDING AGENCY will report to REQUESTING AGENCY in writing as specified in subsection 2.2(F).
  - a. Communication with authorized representative.** PROVIDING AGENCY will send any written reports to, and communicate and coordinate as necessary with, REQUESTING AGENCY's authorized representative or designee.







**G. Access to Books and Records, Security Audits, and Remediation.** PROVIDING AGENCY shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Contract and this Attachment.

1. PROVIDING AGENCY represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with PROVIDING AGENCY. PROVIDING AGENCY will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.
2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, "General Nonpublic Data," subds. 1(a) and 2(a).
3. PROVIDING AGENCY agrees to make its internal practices, books, audits, and records related to its obligations under the Contract and this Attachment available to REQUESTING AGENCY or a REQUESTING AGENCY designee upon REQUESTING AGENCY's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine PROVIDING AGENCY's or REQUESTING AGENCY's compliance with Applicable Safeguards, the terms of the Contract and this Attachment, and accounting standards.
4. PROVIDING AGENCY will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by REQUESTING AGENCY or other authorized government official(s), in a commercially reasonable timeframe.

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

**I. Requests for Disclosure of Protected Information.** If PROVIDING AGENCY or one of its Agents receives a request to Disclose Protected Information, PROVIDING AGENCY shall inform REQUESTING AGENCY of the request and coordinate the appropriate response with REQUESTING AGENCY. If PROVIDING AGENCY Discloses Protected Information after coordination of a response with REQUESTING AGENCY, it shall document the authority used to authorize the Disclosure, the information Disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Contract and shall be produced upon demand by REQUESTING AGENCY.

- J. **Conflicting Provisions.** To extent that the parties determine, following consultation, that the terms of the Contract or this Attachment are less stringent than the Applicable Safeguards, PROVIDING AGENCY must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, PROVIDING AGENCY must comply with the most stringent Applicable Safeguard.
- K. **Data Availability.** PROVIDING AGENCY, or any entity with legal control or possession of any Protected Information provided by REQUESTING AGENCY, shall make any and all Protected Information available to REQUESTING AGENCY upon request within a reasonable time as is necessary for REQUESTING AGENCY to comply with applicable law.

### 2.3 Data Security.

- A. **REQUESTING AGENCY Information Management System Access.** If REQUESTING AGENCY grants PROVIDING AGENCY access to Protected Information maintained in a REQUESTING AGENCY information management system (including a REQUESTING AGENCY "legacy" system) or in any other REQUESTING AGENCY application, computer, or storage device of any kind, then PROVIDING AGENCY agrees to comply with any additional system- or application-specific requirements as directed by REQUESTING AGENCY.
- B. **Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, "Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations;" 800-77, "Guide to IPsec VPNs"; 800-113, "Guide to SSL VPNs," or other methods validated under Federal Information Processing Standards (FIPS) 140-2, "Security Requirements for Cryptographic Modules." As part of its compliance with the NIST publications, and the REQUESTING AGENCY of Minnesota's "Enterprise Information Security Policies and Standards," DATA SHARING PARTNER must use encryption to store, transport, or transmit any Protected Information. DATA SHARING PARTNER must not use unencrypted email to send any Protected Information to anyone, including REQUESTING AGENCY.
- C. **Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, "Guide to Storage Encryption Technologies for End User Devices."

### 2.4 REQUESTING AGENCY Data Responsibilities.

- A. REQUESTING AGENCY shall Disclose Protected Information to PROVIDING AGENCY only as authorized by law.
- B. REQUESTING AGENCY shall obtain any consents or authorizations that may be necessary for it to Disclose Protected Information to PROVIDING AGENCY.
- C. REQUESTING AGENCY shall notify PROVIDING AGENCY of any known limitations that

apply to REQUESTING AGENCY's Use and Disclosure of Protected Information that would also limit the Use or Disclosure of Protected Information by PROVIDING AGENCY.

- D. REQUESTING AGENCY shall refrain from requesting PROVIDING AGENCY to Use or Disclose Protected Information in a manner that would violate applicable law or would be impermissible if the Use or Disclosure were performed by REQUESTING AGENCY.

**2.5 Obligation of PROVIDING AGENCY Upon Expiration or Cancellation of the Contract.** Upon expiration or termination of the Contract for any reason:

- A. In compliance with the procedures in the Applicable Safeguards, or as otherwise required by applicable industry standards, or directed by REQUESTING AGENCY, PROVIDING AGENCY shall immediately, destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to REQUESTING AGENCY all Protected Information that it maintains.
- B. PROVIDING AGENCY shall ensure and document that the same action is taken for all Protected Information shared by REQUESTING AGENCY that may be in the possession of its Agents. PROVIDING AGENCY and its Agents shall not retain copies of any Protected Information.
- C. In the event that PROVIDING AGENCY determines that returning or destroying the Protected Information is not feasible, it shall notify REQUESTING AGENCY of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible. Upon mutual agreement of the Parties that determine return or destruction of Protected Information is not feasible, PROVIDING AGENCY will continue to extend the protections of the Contract and this Attachment to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by PROVIDING AGENCY or its Agents.
- D. No later than five (5) business days after the expiration or cancellation of the Contract, PROVIDING AGENCY shall provide written verification to REQUESTING AGENCY that it has disposed of all Protected Information in accordance with the provisions contained in the Contract, this Attachment, and applicable law. The report shall include at a minimum the following information:
  - 1. A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;
  - 2. The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to REQUESTING AGENCY; and
  - 3. The identity of organization name (if different than PROVIDING AGENCY), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.

- E. Any costs incurred by PROVIDING AGENCY in fulfilling its obligations under this Section will be the sole responsibility of PROVIDING AGENCY.

### **3. INTERPRETATION**

- 3.1 Any ambiguity in this Agreement shall be interpreted to permit compliance with all Applicable Safeguards.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

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

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

**RECITALS**

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

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

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

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

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

The Parties therefore agree as follows:

**AGREEMENT**

**1. Term of Contract.**

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

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

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

## **2. Duties.**

### **2.1 DEED shall:**

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

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

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

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

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

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

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

January – March	Due April 20 <sup>th</sup>
April – June	Due July 20 <sup>th</sup>
July – September	Due October 20 <sup>th</sup>
October – December	Due January 20 <sup>th</sup>

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

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

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

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

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

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

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

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

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



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

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

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

APPROVED:

**1. Requesting Agency Encumbrance Verification**

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

By: *Don An Tuce*

Date: 3/26/19

SWIFT Contract No: I AK 154909

SWIFT PO #: 3000068173

**2. Minnesota Department of Employment and Economic Development**

By: *Richard Caligiuri*  
*With delegated authority.*

Printed Name: Richard Caligiuri

Title: Director, UI Division

Date: 4/2/19

**3. Minnesota Department of Human Services**

By: *Michael Polston*  
*With delegated authority.*

Printed Name: Michael Polston

Title: Deputy Inspector General

Date: March 28, 2019

Distribution of final (fully executed) Agreement:

DEED

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

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

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

The parties therefore agree as follows:

**DEFINITIONS**

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

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

## **PART 1: INFORMATION EXCHANGED**

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

## **PART 2: INFORMATION PRIVACY AND SECURITY**

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

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

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

## 2.3 General Use Limitations and Responsibilities.

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

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

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

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

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

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

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

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

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

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

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

2.4.3 Cooperation and coordination required:

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

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

- (2) Timely response: The assistance required under clause (1) shall be provided as soon as possible but not later than forty-eight (48) hours after it is received.
- (3) Notice to third parties: The parties to this Attachment shall also cooperate to determine whether notice under § 2.5 is required and, if it is, which party will provide it.

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

- 2.5.1 Determining whether notice is required. The parties shall work cooperatively (1) to determine whether notice to data subjects and/or any other external parties regarding any privacy incident or security incident or breach is required by law, and if such notice is required, (2) to determine which party will provide the notice, and (3) to ensure that each party's obligations under any applicable law requiring notification are satisfied, including, but not limited to, Minn. Stat. §§ 13.05 and 13.055. Notice required under this section shall include should include, but are not limited to, notifying, and offering credit monitoring services to, affected data subjects.
- 2.5.2 Failure to notify. If the party determined to be responsible for providing the notice to fails to notify individual data subjects or other external parties under subparagraph (a) that party shall reimburse the other party for any costs the other party incurs as a result of the failure to provide notification.

## **2.6 Information Management System Access and Electronic Data Transmission.**

- 2.6.1 Information management system use restrictions. To the extent that a party to this Attachment (Party A) is permitted for purposes of the Agreement to use one or more information management systems (including "legacy" systems) that are maintained by the other party (Party B), Party A must comply with system- or application-specific use restrictions and requirements regarding the use of Party B's information management systems, including restrictions relating to Protected Information that is maintained in the system or that Party A intends or is required to enter into the system.
- 2.6.2 Electronic Transmission. The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; 800-113, Guide to SSL VPNs, or others methods validated under Federal Information Processing Standards (FIPS) 140-2.
- 2.6.3 Portable Media and Devices. The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, Guide to Storage Encryption Technologies for End User Devices, or any successor Applicable Safeguards.

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

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

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

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

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

- 3.1 **Destruction or Sanitization of Data.** Subject to the Applicable Safeguards and applicable retention schedules, upon expiration or termination of the Agreement for any reason, each party shall:

- 3.1.1 Destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner all Protected Information that the party obtained or created on behalf of, or received from, the other party pursuant to this Attachment; or
- 3.1.2 Securely maintain and prohibit further use or disclosure of the Protected Information: In the event that a party cannot reasonably or otherwise does not return or destroy the Protected Information, the party shall:

- (1) Notify the other party of the methods by which the Protected Information will be securely maintained and its further use prohibited; specific laws, rules or policies and specific circumstances applicable to its secure retention; and
- (2) Continue to extend the privacy and security protections required by this Attachment to the Protected Information.

- 3.2 **Documentation Required.** Each party shall verify and document in a written report to the other party the manner in which it has fulfilled the requirements of paragraphs 3.1.1 or 3.1.2:

- 3.2.1 The report shall include at a minimum the following information:

- (1) A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;
- (2) The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to the other party; and
- (3) The identity of any organization (if different than party), and name, address, and phone number, and signature of the organization's controlling individual, that performed the activities required by this Section.

- 3.2.2 Documentation required by this section shall be made available upon demand by the other party.

- 3.2.3 Any costs incurred by a party in fulfilling its obligations under this Section will be the sole responsibility of that party.



STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

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

Agreement

1. Term of Agreement

1.1. Effective Date. July 1, 2020, or the date the departments obtain all required signatures under Minnesota Statutes Section 16G.05, subdivision 2, whichever is later.

1.2. Expiration Date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

Pursuant to the Memorandum of Understanding (“MOU”) for Cooperative Disability Investigations Unit (“CDIU”) executed March 16, 2021, attached and incorporated into this Agreement as Exhibit A, BCA will assign two (2) fulltime special agents and one full-time criminal intelligence analyst to CDIU. The BCA employees assigned to CDIU will provide required services to 1) support CDIU to assure the integrity of the DDS program with zero tolerance of fraud and abuse and 2) conduct investigations for CDIU and/or DDS.

3. Consideration and Payment

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

The total obligation of DEED for all compensation and other expense reimbursement identified above to BCA under this Agreement shall not exceed Five Hundred Forty-Five Thousand Dollars (\$545,000) during each state fiscal year of this Agreement.

Each month, BCA shall submit invoices and supporting documentation to the federal Social Security Administration (SSA) regional office (RO) in Chicago, Ill (in care of Lila Jimenez Hauck, or Designated Contract Officer Technical Representative, 600 West Madison Street, 10<sup>th</sup> Floor Center for Disability and Program Support, Chicago, Ill. 60661) and DEED’s DDS unit (in care of Craig Williams, or Designated Fiscal Supervisor Minnesota DDS, 121 7<sup>th</sup> Pl E, St. Paul, MN 55101 Suite 300) for review

and approval. The supporting documents shall be sufficient to satisfy federal and state audit reviews for allowable expenses in accordance with section IX of Exhibit A. Subsequent to RO approval of the invoices, DDS will reimburse BCA within thirty (30) - calendar days after the RO's approval.

#### 4. Conditions of payment

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

#### 5. Authorized Representatives

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

Name: Frank Gilbertson, Director Disability Determination Services

Address: Department of Employment and Economic Development

Disability Determination Services Division

Metro Square Building

121 7<sup>th</sup> Pl E, Suite 300

St Paul, Minnesota 55101

Telephone: 651-259-7777

Email Address: [frank.gilbertson@state.mn.us](mailto:frank.gilbertson@state.mn.us)

DPS's and BOA's Authorized Representative is the Individual below, or his successor:

Name: Drew Evans Assistant Superintendent

Department of Public Safety, Bureau of Criminal Apprehension

143 Maryland Avenue East

St Paul, Minnesota 55106

Telephone: 651-793-1108

Email Address [Andrew.evans@state.mn.us](mailto:Andrew.evans@state.mn.us)

#### 6. Amendments

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

#### 7. Liability

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

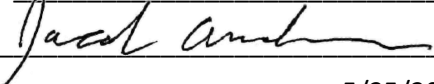
#### 8. Termination

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

### 1. State Encumbrance Verification

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

Print Name: Jacob Anderson

Signature: 

Title: Contract Coordinator Date: 5/25/2021

SWIFT Contract No. 194380 PR 61300 PO 3000433614

### 2. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

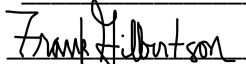
Print Name: Drew Evans

Signature: 

Title: Superintendent Date: 6/1/2021

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

Print Name: Frank Gilbertson

Signature: 

Title: DDS Director Date: 6/1/2021

## Interagency Agreement

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

### Recitals

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

### 1.1 DUTIES OF DEED AND BCA

#### A. Under this agreement, DEED will:

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

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

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

B. Under this agreement, BCA will:

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

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

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

C. Discretion:

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

## 2.1 CONSIDERATION AND TERMS OF PAYMENT

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

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

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

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

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

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

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

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

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

#### **10.1 INFORMATION PRIVACY PROTECTION**

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

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

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

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

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

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

E. General provisions. BCA and DEED must:

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

F. Responding to Security Incidents and Data Breaches.

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



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

3. Corrective action. Upon identification of the root cause of any security incident or data breach by DEED or BCA, the affected agency will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities; employee sanctions, or revising policies and procedures.
4. Reporting to the other party. Upon discovery of a security incident or data breach by DEED or BCA, the affected agency will make reports to the other agency's authorized representative. The affected agency will cooperate with requests and instructions received from the other agency regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the security incident, privacy incident, or breach.

#### 11.1 OTHER PROVISIONS.

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

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

APPROVED:

##### 1. STATE ENCUMBRANCE VERIFICATION

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

By: Hedi Warwick

Date: 6/5/2017

Purchase Order #: SC 125729 PR 29523  
PO 3000297364

##### 2. BUREAU OF CRIMINAL APPREHENSION

By: [Signature]

Designee

**Drew Evans, Superintendent**

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

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

6/20/17

3. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: \_\_\_\_\_

*James R. Heyer*

Title: Deputy UI Division Director

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

6/20/2017





**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT (IA) – SC 125729  
Amendment 1**

Contract Start Date:	<u>6/20/2017</u>	Total Contract Amount:	<u>\$ 684,898.00</u>
Original Contract Expiration Date:	<u>12/31/2020</u>	Original Contract:	<u>\$ 434,898.00</u>
Current Contract Expiration Date:	<u>12/31/2020</u>	Previous Amendment(s) Total:	<u>\$ N/A</u>
Requested Contract Expiration Date:	<u>12/31/2021</u>	This Amendment:	<u>\$ 250,000.00</u>

This amendment is by and between the Minnesota Department of Employment and Economic Development ("DEED") and the Minnesota Department of Public Safety, Bureau of Criminal Apprehension ("BCA").

**Recitals**

1. DEED has an Interagency Agreement (SWIFT Contract No. 125729, also identified as Contract No. 2017-2020 DEED-BCA ) with BCA to refer and investigate potential unemployment insurance fraud cases..
2. The Interagency Agreement is being amended to add additional funds and extend the term.
3. DEED and BCA are willing to amend the Interagency Agreement as stated below.

**Interagency Agreement Amendment**

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

**REVISION 1.** Clause 2.1(A) **Consideration** is amended as follows:

- A. **Consideration.** Consideration for all services performed by BCA under this agreement must be paid by DEED as follows: up to a total of ~~\$434,898~~ \$684,898 over the ~~three~~ four-year term of this agreement, invoiced monthly, for services detailed in Paragraph 1.1. The ~~\$434,898~~ \$684,898 includes any and all costs and expenses incurred during the contract period.

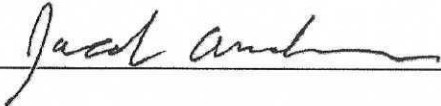
**REVISION 2.** Clause 4.1 **Terms of Agreement** is amended as follows:

This agreement is effective on January 1, 2017, or, upon the date that the final required signature is obtained under Minn. Stat. 16C.05, subd. 2, whichever occurs later, and remains in effect through December 31, ~~2020~~ 2021, or until all obligations in this agreement have been satisfactorily fulfilled, whichever occurs first.

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL INTERAGENCY AGREEMENT AND ANY OTHER PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT.

### 1. STATE ENCUMBRANCE VERIFICATION

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

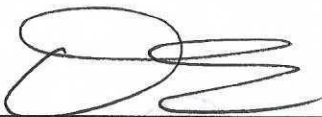
By: 

Title: Contract Coordinator

Date: 11/16/2020

SWIFT Contract/PO No.(s). 125729 PR 59078  
PO 3000403875

### 2. Minnesota Department of Public Safety- Bureau of Criminal Apprehension

By:   
(with delegated authority)


Title: Superintendent

Date: 12/1/2020

### 3. Minnesota Department of Employment & Economic Development (DEED)

*Individual certifies that funds have been encumbered as required by Minn. Stat. §16C.08, subdivisions 2 and 3 are affirmed.*

DocuSigned by:

By:   
9D9BAFE0A30646A...  
(with delegated authority)

Title: MN UI Program Director

Date: 12/2/2020

Distribution:  
Agency  
Contractor  
State's Authorized Representative - Photo Copy

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

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

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

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

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

**WHEREAS**, effective April 8, 2015, DEED and Minnesota Housing executed an Interagency Agreement that transferred two DEED employees to Minnesota Housing; transferred the remaining FY2015 appropriated funds for the Olmstead Office to Minnesota Housing (and in later years through Interagency Agreements for the FY2016, FY2017, FY2018, FY2019 and FY2021 appropriations); and transferred oversight responsibility for the administration of any future OIO agency collaboration tools, if needed, which are to be paid for from the OIO budget.

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

### Agreement

#### **1 Term of Agreement**

- 1.1 **Effective date:** July 1, 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 Minnesota Housing will take physical possession, oversight and management of the FY2021 appropriated funds as of the effective date of the agreement.
- 2.2 All data at both Minnesota Housing and DEED, required to operate the OIO and fulfill the Executive Order 19-13 will be made accessible to the members of the OIO.

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

- 3.1 DEED will transfer all FY2021 appropriations for the OIO (\$1,269,000) to Minnesota Housing within five days after receipt of the appropriations.

#### **4 Conditions of Payment**

N/A.

#### **5 Authorized Representative**

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

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**Minnesota Housing Finance Agency**

By: Rachel Robinson  
(with delegated authority)

DocuSigned by:  
*Rachel Robinson*  
D3E7A98D5299436...

Title: Deputy Commissioner

Date: 8/4/2020

**Minnesota Department of Employment and Economic Development**

By: Blake Chaffee  
(with delegated authority)

DocuSigned by:  
*BCh*  
FAF643F6DBEE461...

Title: Deputy Commissioner

Date: 8/13/2020

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**Recitals**

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

**1 Term of Agreement**

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

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

**2 Scope of Work**

The AGENCY's programs and operations, specifically Administrative and Financial Services (AFS), Office of Diversity and Equal Opportunity (ODEO), and Human Resources (HR) have been moving to an Electronic Document Management System (EDMS) solution following a water damage incident in 2014. Although the AGENCY has made some strides in these general support areas, more work is still needed. Additionally, other divisions are still largely paper-driven and in need of an electronic storage solution. This project is designed to roll-out a Web-enabled electronic document management system and advanced IT environment for automated work flow processes; providing a safe, efficient, and effective means to manage the creation, storage, project collaboration space, and control of documents and work processes.

**3 Consideration and Payment**

The AGENCY agrees to contribute \$368,559.00 to the Information and Telecommunications Account (ITA) for this project.

**4 Conditions of Payment**

**4.1** MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools ("SWIFT") system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

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

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



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

**5 Authorized Representatives**

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

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

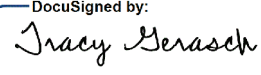
**Signatures:**

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

By:   
DocuSigned by:  
9F1A5B3F0CE0453...  
Title: Chief Financial officer

Date: 6/28/2019

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

By:   
DocuSigned by:  
58BF08075AF6441...  
Title: Procurement Director

Date: 6/28/2019

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**Recitals**

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

**1 Term of Agreement**

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

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

**2 Scope of Work**

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

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

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

**3 Consideration and Payment**

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

**4 Conditions of Payment**

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

for the amount specified in Section 3 of this agreement.

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

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

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

## **5 Authorized Representatives**

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

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

## **6 Amendments**

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

## **7 Liability**

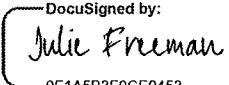
Each party is responsible for its own acts and behavior and the results thereof.

## **8 Termination**

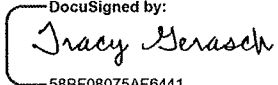
Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

## **Signatures:**

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

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

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

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

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**Recitals**

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

**1 Term of Agreement**

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

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

**2 Scope of Work**

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

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

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

**3 Consideration and Payment**

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

**4 Conditions of Payment**

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

for the amount specified in Section 3 of this agreement.

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

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

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

## **5 Authorized Representatives**

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

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

## **6 Amendments**

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

## **7 Liability**

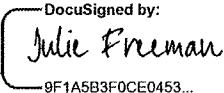
Each party is responsible for its own acts and behavior and the results thereof.

## **8 Termination**

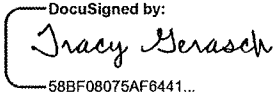
Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

## **Signatures:**

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

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

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

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



**MAD Project Number: 2019-096**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Department of Employment and Economic Development 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: \$154,880.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2000	Fund:	Fund:
Appr: B222699	Appr:	Appr:
Fin Dept ID: B223200F	Fin Dept ID:	Fin Dept ID:
Rept Catg: 411901 (Account)	Rept Catg:	Rept Catg:
Amount: \$154,880.00	Amount:	Amount:

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

Contract: 150579, Date: 11/26/2018  
Number/Date/Entry Initials

Order: 3000357397, PR 43046, Date: 11/26/2018 *Delly D. Minn*  
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 Department of Employment and Economic Development (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 KMH Consulting, Inc. the Division will sub-contract with KMH Consulting, Inc. to provide the services and/or perform the tasks identified below:

Dana Dowd will provide expertise in the areas of process evaluation and improvement, organizational change and specialized business to:

- Support the identification of business needs and help to develop the processes to ensure a focus on long term business goals
- Work with the business to create gap analysis for currently documented processes
- Develop tools and practices to promote and ensure organizational change
- Provide research and perspective to the organization on planning and system development
- Establish tracking and execution of work towards goals

Dana will also be expected to:

1. Participate in some level of UI Self Service System training to provide a foundation of knowledge around the system and the teams in UI.
2. Meet with Sara and other leadership to begin documenting a roadmap for 2019.
3. Establish a foundation of the business processes already documented and those that still work.
4. Identify and get approval of her project goals for the first 30 and 60 days.
5. Establish tracking and execution of work plan in UI Portfolio Management tool MONDAY.COM to include task tracking, status updates, decision logs, budget tracking, etc.

## 2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: Renda Rappa Requesting Agency: Sara Reller

## 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 1,224 hours at a rate of \$120 per hour for services provided by KMH Consulting, Inc. and up to \$8,000 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$154,880.00.

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 by the Division 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 November 26, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 28, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated 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 Sara Reller. 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.



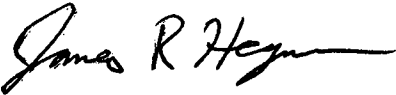

**10. State Audit:**

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:  Title: DEPUTY UI DIVISION DIRECTOR Date: 11-29-2018	By:  Title: Business Manager Date: Nov 16, 2018



## AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-096

WHEREAS, the State of Minnesota, Department of Employment and Economic Development, has an interagency agreement identified as 2019-096 (Contract: 150579, Order: 3000357397) with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

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

### 3. Consideration and Terms of Payment:

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


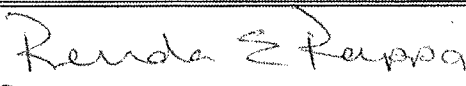
Up to 1,224 hours at a rate of \$120 per hour for services provided by KMH Consulting, Inc. and up to \$8,000 for contract management as documented by invoice prepared by the Division. In addition the Division will invoice up to \$1,000.00 for mileage and parking expenses incurred by KMH Consulting, Inc. The total amount the Division will invoice under this agreement shall not exceed ~~\$154,880.00~~ \$155,880.00.

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 by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

### APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:  Title: <u>Deputy Division Dir. UI</u> Date: <u>4-17-2019</u>	By:  Title: <u>Business Manager</u> Date: <u>April 12, 2019</u>

## **AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-096**

**WHEREAS**, the State of Minnesota, Department of Employment and Economic Development, has an interagency agreement identified as **2019-096 (Contract: 150579, Order: 3000357397)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

**WHEREAS**, Paragraph(s) 1, 2, 3 and 5 of the original contract shall be amended to read:

### **1. Services to be Performed:**

The Division agrees that through its Master Contract with KMH Consulting, Inc. the Division will sub-contract with KMH Consulting, Inc. to provide the services and/or perform the tasks identified below:

Dana Dowd will provide expertise in the areas of process evaluation and improvement, organizational change and specialized business to:

- Support the identification of business needs and help to develop the processes to ensure a focus on long term business goals
- Work with the business to create gap analysis for currently documented processes
- Develop tools and practices to promote and ensure organizational change
- Provide research and perspective to the organization on planning and system development
- Establish tracking and execution of work towards goals

Dana Dowd will provide expertise in the area of project oversight and business process redesign as the UI Program evaluates their business processes and supporting tools. These initiatives will include:

- Strategically focused projects which enhance the user experience with the UI program
- Projects which will fundamentally change the way the UI program currently conducts business to reengineer business processes for the future.

Dana will also be expected to:

1. Participate in some level of UI Self Service System training to provide a foundation of knowledge around the system and the teams in UI.
2. Meet with Sara and other leadership to begin documenting a roadmap for 2019.
3. Establish a foundation of the business processes already documented and those that still work.

4. Identify and get approval of her project goals for the first 30 and 60 days.
5. Establish tracking and execution of work plan in UI Portfolio Management tool MONDAY.COM to include task tracking, status updates, decision logs, budget tracking, etc.
6. Institute Project Oversight Methodologies for large strategic projects.
7. Provide an approach for business process redesign adoption.

## 2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.  
 Management Analysis and Development: Renda Rappa      Requesting Agency: Sara Reller  
Kim Kellerman

## 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 1,224 hours at a rate of \$120 per hour, and up to 1,984 hours at a rate of \$140 per hour beginning July 1, 2019, for services provided by KMH Consulting, Inc. and up to \$8,000 for contract management as documented by invoice prepared by the Division. In addition the Division will invoice up to \$1,000.00 for mileage and parking expenses incurred by KMH Consulting, Inc. The total amount the Division will invoice under this agreement shall not exceed ~~\$155,880.00~~ \$433,640.00.

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 by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

## 5. Effective Dates:

This agreement is effective November 26, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 28, ~~2019~~ 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

## APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: <u>John R. Hoyer</u>	By: <u>Renda Rappa</u>
Title: <u>Deputy UI Division Director</u>	Title: <u>Business Manager</u>
Date: <u>6-25-2019</u>	Date: <u>June 21, 2019</u>

## **AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-096**

**WHEREAS**, the State of Minnesota, Department of Employment and Economic Development, has an interagency agreement identified as **2019-096 (Contract: 150579, Order: 3000357397)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

**WHEREAS**, Paragraph(s) 1, 2, 3 and 5 of the original contract shall be amended to read:

### **1. Services to be Performed:**

The Division agrees that through its Master Contract with KMH Consulting, Inc. the Division will sub-contract with KMH Consulting, Inc. to provide the services and/or perform the tasks identified below:

Dana Dowd will provide expertise in the areas of process evaluation and improvement, organizational change and specialized business to:

- Support the identification of business needs and help to develop the processes to ensure a focus on long term business goals
- Work with the business to create gap analysis for currently documented processes
- Develop tools and practices to promote and ensure organizational change
- Provide research and perspective to the organization on planning and system development
- Establish tracking and execution of work towards goals

Dana Dowd will provide expertise in the area of project oversight and business process redesign as the UI Program evaluates their business processes and supporting tools. These initiatives will include:

- Strategically focused projects which enhance the user experience with the UI program
- Projects which will fundamentally change the way the UI program currently conducts business to reengineer business processes for the future.

Dana will also be expected to:

1. Participate in some level of UI Self Service System training to provide a foundation of knowledge around the system and the teams in UI.
2. Meet with Sara and other leadership to begin documenting a roadmap for 2019.
3. Establish a foundation of the business processes already documented and those that still work.

4. Identify and get approval of her project goals for the first 30 and 60 days.
5. Establish tracking and execution of work plan in UI Portfolio Management tool MONDAY.COM to include task tracking, status updates, decision logs, budget tracking, etc.
6. Institute Project Oversight Methodologies for large strategic projects.
7. Provide an approach for business process redesign adoption.

## 2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.  
 Management Analysis and Development: Renda Rappa Requesting Agency: Sara Reller  
Kim Kellerman

## 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 1,224 hours at a rate of \$120 per hour, and up to 1,984 hours at a rate of \$140 per hour beginning July 1, 2019, for services provided by KMH Consulting, Inc. and up to \$8,000 for contract management as documented by invoice prepared by the Division. In addition the Division will invoice up to \$1,000.00 for mileage and parking expenses incurred by KMH Consulting, Inc. The total amount the Division will invoice under this agreement shall not exceed ~~\$155,880.00~~ \$433,640.00.

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 by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

## 5. Effective Dates:

This agreement is effective November 26, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 28, ~~2019~~ 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

## APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: <u>John R. Hoyer</u>	By: <u>Renda Rappa</u>
Title: <u>Deputy UI Division Director</u>	Title: <u>Business Manager</u>
Date: <u>6-25-2019</u>	Date: <u>June 21, 2019</u>

## **AMENDMENT #4 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-096**

**WHEREAS**, the State of Minnesota, **Department of Employment and Economic Development**, has an interagency agreement identified as **2019-096 (Contract: 150579, Order: 3000357397)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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


**WHEREAS**, Paragraph(s) 5 of the second amendment to the original contract shall be amended to read:

### **5. Effective Dates:**

This agreement is effective November 26, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 28, 2020~~ August 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:  Title: <i>Dep't Comm</i> Date: <i>5/7/20</i>	By: <b>Renda E Rappa</b> Title: <b>Renda E Rappa</b> Date: <b>2020.05.06 11:59:37 -05'00'</b> <small>Digitally signed by Renda E Rappa</small>



## AMENDMENT #5 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-096

**WHEREAS**, the State of Minnesota, **Department of Employment and Economic Development**, has an interagency agreement identified as **2019-096 (Contract: 150579, Order: 3000357397)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

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

### 3. Consideration and Terms of Payment:

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



Up to 1,224 hours at a rate of \$120 per hour, and up to ~~1,984~~ 2,128 hours at a rate of \$140 per hour beginning July 1, 2019, for services provided by KMH Consulting, Inc. and up to \$8,000 for contract management as documented by invoice prepared by the Division. In addition the Division will invoice up to \$1,000.00 for mileage and parking expenses incurred by KMH Consulting, Inc. The total amount the Division will invoice under this agreement shall not exceed ~~\$433,640.00~~ \$453,800.00.

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 by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

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

### APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:  Title: <u>Deputy Comm</u> Date: <u>7/27/20</u>	By:  Title: <b>Renda E Rappa</b> Date: <b>2020.07.22 14:19:15 -05'00'</b>





## MAD Project Number: 2019-152

### INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of Employment and Economic Development 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: \$67,392.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 3000	Fund:	Fund:
Appr: B222210	Appr:	Appr:
Fin Dept ID: B2232DC7	Fin Dept ID:	Fin Dept ID:
Rept Catg: 411901 (Account)	Rept Catg:	Rept Catg:
Amount: \$67,392.00	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: 04/15/2019 End Date: 06/28/2019

Contract: 154747, Date: 3/21/2019  
Number/Date/Entry Initials

Order: 3000366327, PR: 44723, Date: 3/21/2019  
Number/Date/Signatures

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

Digitally signed  
by Jeff Weber  
Date: 2019.03.21  
09:32:18 -05'00'

This is an agreement between the Department of Employment and Economic Development (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 KMH Consulting, Inc. the Division will sub-contract with KMH Consulting, Inc. to provide the services and/or perform the tasks identified below:

Provide a consultant with experience in Unemployment Insurance at DEED and the supported Portfolio/Project Management tool MONDAY.COM to:

- Document several processes in the Systems Integration team
- Create and implement a skills development plan for the Systems Integration team
- Train / support new UI teams on MONDAY.COM
- Support current teams to advance learning and skills in the use of MONDAY.COM and project management

### PROPOSED WORK PLAN & TASK BREAKDOWN

- Process Documentation for Systems Integration Team
  - Kathy Drobinski – Employer Credits processes
  - Will Benavides – IVR Updates/tech support, Asset Management processes
  - Katie St. Cyr – Garnishment processes
- Create and implement a skills development plan for the Systems Integration team
  - Create tracking tool in MONDAY.COM
  - Review/finalize with Shelly West
  - Train team on development measures
  - Meet individually with 6 team members to begin evaluation
  - Meet with Shelly to adjust process as needed
- Train / support new UI teams on MONDAY.COM
  - Train Jennifer Fuhr
  - Possibly train Jennifer's supervisors (not clear she will want this)
- Support current teams to advance learning and skills in the use of MONDAY.COM and project management.  
Training sessions and one on one coaching will be provided to these teams and managers.
  - UI Continuous Improvement Projects – Kim Kellermann
  - Business Process Refinement – Jerry Mulhern & Shelly West

## 2. Contacts:

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

Management Analysis and Development: Renda Rappa

Requesting Agency: Kim Kellermann

**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 416 hours at a rate of \$150.00 per hour for services provided by KMH Consulting, Inc. and up to \$4,992.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$67,392.00.

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 by the Division 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 April 15, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 28, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated 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 Kim Kellermann. 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.


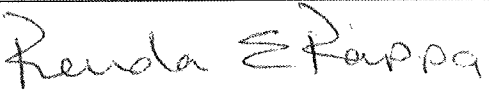
**10. State Audit:**

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:  Title: Deputy UI Division Director Date: 3/21/2019	By:  Title: Business Manager Date: March 18, 2019



## AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-152

**WHEREAS**, the State of Minnesota, **Department of Employment and Economic Development**, has an interagency agreement identified as **2019-152 (Contract: 154747, Order: 3000366327)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

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

### 3. Consideration and Terms of Payment:

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



Up to 416 hours at a rate of \$150.00 per hour for services provided by KMH Consulting, Inc. and up to \$4,992.00 for contract management as documented by invoice prepared by the Division. In addition the Division will invoice up to \$1,000.00 for mileage and parking expenses incurred by KMH Consulting, Inc. The total amount the Division will invoice under this agreement shall not exceed ~~\$67,392.00~~ \$68,392.00.

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 by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

### APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:  Title: <u>Deputy Chief of Procurement</u> Date: <u>5-9-2019</u>	By:  Title: <u>Business Manager</u> Date: <u>April 4, 2019</u>

## **AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-152**

**WHEREAS**, the State of Minnesota, Department of Employment and Economic Development, has an interagency agreement identified as **2019-152 (Contract: 154747, Order: 3000366327)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

**WHEREAS**, Paragraph(s) 1, 3 and 5 of the original contract shall be amended to read:

### **1. Services to be Performed:**

The Division agrees that through its Master Contract with KMH Consulting, Inc. the Division will sub-contract with KMH Consulting, Inc. to provide the services and/or perform the tasks identified below:

Provide a consultant with experience in Unemployment Insurance at DEED and the supported Portfolio/Project Management tool MONDAY.COM to:

- Document several processes in the Systems Integration team
- Create and implement a skills development plan for the Systems Integration team
- Train / support new UI teams on MONDAY.COM
- Support current teams to advance learning and skills in the use of MONDAY.COM and project management

### **PROPOSED WORK PLAN & TASK BREAKDOWN**

- Process Documentation for Systems Integration Team
  - Kathy Drobinski – Employer Credits processes
  - Will Benavides – IVR Updates/tech support, Asset Management processes
  - Katie St. Cyr – Garnishment processes
- Process Documentation for UI Budget Team
- Create and implement a skills development plan for the Systems Integration team
  - Create tracking tool in MONDAY.COM
  - Review/finalize with Shelly West
  - Train team on development measures
  - Meet individually with 6 team members to begin evaluation
  - Meet with Shelly to adjust process as needed
- Train / support new UI teams on MONDAY.COM
  - Train Jennifer Fuhr

- Possibly train Jennifer's supervisors (not clear she will want this)
- UI Communication Team
- UI Learning Solution Team
- Support current teams to advance learning and skills in the use of MONDAY.COM and project management.  
Training sessions and one on one coaching will be provided to these teams and managers.
  - UI Continuous Improvement Projects – Kim Kellermann
  - Business Process Refinement – Jerry Mulhern & Shelly West
  - Business Process Refinement -Jeny Mulhern & Shelly West
  - UI Communications & Learning Solutions – Kevin McDowell
  - UI Program Performance – Michael Vaughn
  - UI Program Partnerships – Jerry Mulhern
  - UI Leadership – Jim Hegman
- Provide Business Process & Organizational change services for the UI Budget & Procurement business unit and UI Leadership team
  - Establish a business process for procurement activities
  - Research best practices for project budgeting
  - Create Leadership proficiencies model and adoption proves for the UI Manager group.
- Other projects based on UI Deputy Director Needs

### 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 446 ~~2,304~~ hours at a rate of \$150.00 per hour for services provided by KMH Consulting, Inc. and up to ~~\$4,992.00~~ \$8,000.00 for contract management as documented by invoice prepared by the Division. In addition the Division will invoice up to \$1,000.00 for mileage and parking expenses incurred by KMH Consulting, Inc. The total amount the Division will invoice under this agreement shall not exceed ~~\$68,392.00~~ \$354,600.00.

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:

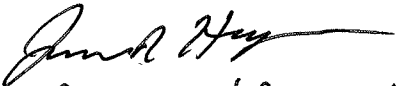
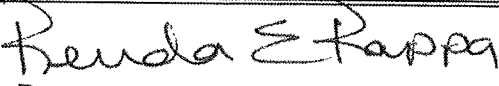
Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

### 5. Effective Dates:

This agreement is effective April 15, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 28, ~~2019~~ 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By:  Title: DEPUTY UI DIVISION DIRECTOR Date: 6-25-2019	By:  Title: Business Manager Date: June 21, 2019





## AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-152

WHEREAS, the State of Minnesota, Department of Employment and Economic Development, has an interagency agreement identified as 2019-152 (Contract: 154747, Order: 3000366327) with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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




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

### 5. Effective Dates:

This agreement is effective April 15, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 28, 2020~~ August 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

### APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:  Title:  Date: 5/7/20	By:  Title: Renda E Rappa Date: 5/7/20 Digitally signed by Renda E Rappa Date: 2020.05.06 12:05:33 -05'00'



## AMENDMENT #4 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-152

**WHEREAS**, the State of Minnesota, **Department of Employment and Economic Development**, has an interagency agreement identified as **2019-152 (Contract: 154747, Order: 3000366327)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

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

### 3. Consideration and Terms of Payment:

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



Up to ~~2,304~~ 2,414 hours at a rate of \$150.00 per hour for services provided by KMH Consulting, Inc. and up to \$8,000.00 for contract management as documented by invoice prepared by the Division. In addition the Division will invoice up to \$1,000.00 for mileage and parking expenses incurred by KMH Consulting, Inc. The total amount the Division will invoice under this agreement shall not exceed ~~\$354,600.00~~ \$371,100.00.

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 by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

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

### APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:  Title: <u>Deputy Comm</u> Date: <u>7/27/20</u>	By:  Title: <b>Renda E Rappa</b> Date: <b>2020.07.22</b> 16:30:57 -05'00'



## MAD Project Number: 2020-164

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES

Requesting Agencies: Department of Human Services and Department of Employment and Economic Development  
 MAD Contact: Renda Rappa

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

Agency: H55	Fiscal Year: 20	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$81,000.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:

Accounting Distribution 1: DHS	Accounting Distribution 2: DEED-SSB	Accounting Distribution 3: DEED-VRS
FY20 - \$16,200 - EB32827 MAD Contract Mgmt Fee - \$1,200	FY20 - \$3,780 MAD Contract Mgmt Fee - \$280	FY20 - \$7,200 MAD Contract Mgmt Fee - \$520
FY21 - \$23,000 - EB32310 FY21 - \$9,400 - EB33650 MAD Contract Mgmt Fee - \$2,400	FY21 - \$7,560  MAD Contract Mgmt Fee - \$560	FY21 - \$14,040  MAD Contract Mgmt Fee - \$1,040
	SpeedChart – B22SSBBASI Fund: 3000 AppropID: B223484 Project: B22SSBBASICFY20 Fin ID: B2237000 Activity: 625 Agency Cost 1: 55056	Fund: 3000 Appropriation: B223461 Project: B22VRBASICFY20 Activity: 625 Agency Cost 1: 55985
Amount: \$45,000 MAD Contract Mgmt Fee: \$3,600	Amount: \$10,500 MAD Contract Mgmt Fee: \$840	Amount: \$19,500 MAD Contract Mgmt Fee: \$1,560
<b>Total Amount: \$48,600</b>	<b>Total Amount: \$11,340</b>	<b>Total Amount: \$21,060</b>

This is an agreement between the Department of Human Services and Department of Employment and Economic Development (Requesting Agencies) and Minnesota Management & Budget, Management Analysis & Development (Division).

**1. Services to be Performed:**

The Division agrees that through its Master Contract with The Improve Group the Division will sub-contract with The Improve Group 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 & Development: Renda Rappa

Requesting Agencies: Lesli Kerkhoff (DHS), Natasha Jerde (DEED-SSB), and Chris McVey (DEED-VRS)

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

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

The Division will invoice for services provided by The Improve Group in accordance to the deliverables identified in Exhibit A. The Division will also invoice up to \$6,000.00 for contract management. The total amount the Division will invoice under this agreement shall not exceed \$81,000.00.

The Requesting Agencies 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:

Payments will be split between three requesting agencies, in accordance to the accounting distribution identified on the cover page, and will be requested by invoice based on agreed-upon and approved deliverables/services 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 Agencies' satisfaction, as determined at the sole discretion of the Requesting Agencies' Authorized Representatives.

**5. Effective Dates:**

This agreement is effective Upon Execution, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agencies 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 Agencies Authorized Representatives:**

The Requesting Agencies' authorized representatives for the purposes of this agreement is Lesli Kerkhoff (DHS), Natasha Jerde (DEED-SSB) and Chris McVey (DEED-VRS). These people shall have final authority for accepting the Improve Group'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.

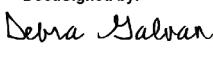
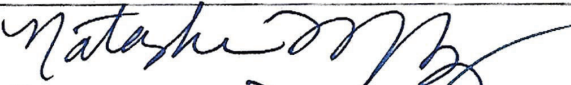
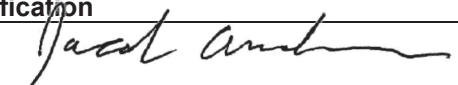
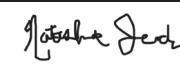
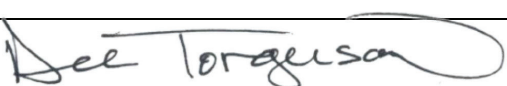

**10. State Audit:**

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:**

<b>1. Requesting Agency – DHS- Encumbrance Verification</b> DocuSigned by: By:  32720C8039DB45B... Title: Contract Coordinator Date: 4/30/2020 SWIFT Contract/PO:	<b>2. Requesting Agency–DHS</b> By:  Title: Division Director, DHS Date:
<b>3. Requesting Agency – DEED- Encumbrance Verification</b> By:  Title: Contract Coordinator Date: 4/24/2020 SWIFT Contract/PO: 175856 PR 53259 PO 3-402768	<b>4. Requesting Agency – DEED-SSB</b> By:  Title: Director Date: 4.28.2020
<b>5. Requesting Agency – DEED-VRS</b> By:  Title: Vocational Rehabilitation Services Director Date: 04/28/2020	<b>6. Division – Management Analysis and Development</b> By:  Title: Renda E Rappa Date: 2020.04.30 11:14:20 -05'00' Digitally signed by Renda E Rappa

# EXHIBIT A - Stakeholder Engagement for Interagency HCBS Shared Visioning

## Statement of Work

Start Date: April 27, 2020

End Date: June 30, 2021

Fee: \$75,000

Fee Schedule: Milestone

Tasks	Dates	Deliverable	Payment Schedule
<b>Inception:</b> 1) Facilitate a virtual kickoff meeting to clarify project scope, goals, and workplan; 2) Further explore project context through review of documents and 2-3 calls with key contacts; 3) Facilitate a virtual inception meeting to discuss context, project plan, and engagement strategies.  <i>Client Responsibilities: Provide documentation of project history and context, participate in meetings and calls.</i>	April 2020 – May 2020	Project workplan	\$8,089 due upon receipt of project workplan
<b>Design:</b> 1) Facilitate three 1.5-hour virtual meetings with workgroups to design the stakeholder engagement; 2) Provide 1 hour of coaching for each of 3 workgroups or staff on agile stakeholder feedback; 3) Create engagement toolkit including communications materials, process documents, engagement tools, and trackers, etc. 4) Begin initial stakeholder engagements and iterate tool development, as needed.  <i>Client Responsibilities: Provide information on stakeholders and communications, review drafts, participate in meetings.</i>	May 2020 – June 2020	Stakeholder engagement toolkit	\$16,909 due upon receipt of toolkit
<b>Stakeholder Engagement:</b> 1) Develop and conduct ongoing stakeholder outreach and engagement (2-3 activities/month) through PIPE IN and VIP including: online surveys, brief phone surveys or interviews, and/or other online engagement; 2) Facilitate up to three 1.5-hour online co-creation workshops with external stakeholders; 3) Analyze and present stakeholder engagement results, learnings, and use in public-facing, 1-page monthly progress reports using client-provided template; 4) Provide ongoing support to workgroups, agency staff, and other internal stakeholders through phone or virtual check-ins  <i>Client Responsibilities: Provide a public-facing, branded, one-page report template for monthly reports; collaborate with The Improve Group team on stakeholder outreach and recruitment and assessing workgroup information needs; participate in meetings and workshops.</i>	July – December 2020	Up to six monthly reports	\$32,460 divided into 6 monthly invoices of \$5,410, due upon receipt of monthly reports
<b>Emerging Findings:</b> Facilitate a 2-hour virtual emerging findings meeting to present stakeholder engagement results, interpret with agency staff, and identify needs for process refinement.  <i>Client Responsibilities: Participate in emerging findings meeting.</i>	January 2021	Emerging findings document	\$4,670 due upon receipt of emerging findings document

Tasks	Dates	Deliverable	Payment Schedule
<b>Sharing:</b> 1) Facilitate two 2-hour workshops to refine and document processes for improved interagency work; 2) Produce final report documenting processes created as a result of stakeholder engagement  <i>Client Responsibilities: Participate in meetings.</i>	February – March 2021	Final report	\$11,360 due upon receipt of final report
<b>Support:</b> Additional document updates or other support, as needed (up to 6 hours)	April – June 2021	Document updates and/or other support	\$1,512 due upon completion of individual tasks
<b>Total</b>			<b>\$75,000</b>



# MAD Project Number: 2021-034

## INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES

Requesting Agency: Department of Employment and Economic Development

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: \$18,662.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:
Fund:	Fund:
Appr:	Appr:
Dept ID:	Dept ID:
Account Code:	Account Code:
Amount:	Amount:

Processing Information: (Some entries may not apply.)

Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Contract: 182968 PR 57845 PO 3-413721  
Number/Date/Entry Initials

Order: 9/10/2020

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 Department of Employment and Economic Development (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 Lanterna Consulting, Inc. the Division will sub-contract with Lanterna Consulting, Inc. to assist DEED Vocational Rehabilitation Services (VRS) in the development of up to eight new and/or updated Position Descriptions, to support VRS in achieving its mission and goals.

### RESPONSIBILITIES

While there is flexibility in the process, it is anticipated that consultant Pam Belknap, with editing/review assistance as helpful from Laura Iversen and/or Holly Johnson, will carry out the following, in partnership with the client contact(s):

- review related PDs and other background materials; interview client contact(s) (e.g., to discuss client goals and context, and begin development of PD content) [2 hours];
- draft PD *Responsibilities and Tasks*; edit per client review [4 hours];
- draft full PD; edit per client review [4 hours]; and
- general PD review/consultation [2 hours].

Thus, it is estimated that, on average, each PD would take 12 hours to complete. No PDs are expected to involve more than two reviewers or involve other unusual complications.

VRS Director Dee Torgerson and VRS contacts will provide context and consultation, send background documents and sample PDs aligned with client goals, and provide timely information and review of draft documents.

The consultant will send all PDs to the **VRS Director** for final approval. VRS is responsible for making final edits and submitting PD(s) to Human Resources.

### KEY ASSUMPTIONS

- a. Client will provide administrative support, scheduling coordination and meeting space or collaborative technologies as helpful to the work.
- b. Given the pandemic, safety will continue to inform meeting venues with most/all meetings anticipated to occur via technology.
- c. Assumes continued access to, and leveraging of, internal resources wherever possible.
- d. Any excess contract encumbrance will be released back to client or can be applied toward additional work.
- e. Flexibility to adjust contract scope, timeline and budget as work progresses and level of effort to support evolves.

## 2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis & Development: Renda Rappa Requesting Agency: Dee Torgerson

**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 96 hours at a rate of \$180.00 per hour for services provided by Lanterna Consulting, Inc. and up to \$1,382.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$18,662.00.

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 services 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 1, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated 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 Dee Torgerson. 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. Division
By:  Title: Deputy Commissioner Date: 9/14/20	By:  Title: Renda E Rappa Date: 2020.09.14 11:23:02 -05'00'

## MAD Project Number: 2021-028 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of Employment and Economic Development - VRS

MAD Contact: Barbara Deming

**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: \$206,500.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

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

Contract: 183696 PR 58022 PO 3-414489  
Number/Date/Entry Initials

Order: 9/23/2020   
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 Department of Employment and Economic Development - VRS (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: Barbara Deming Requesting Agency: Alyssa Klein

**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 1,475 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$206,500.00. The availability of funding for the services within this contract is based on an annual DEED-VRS Pre-Employment Transition Services federal fiscal year forecast.

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 by the Division 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 September 21, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated 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 Dee Torgerson. 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.

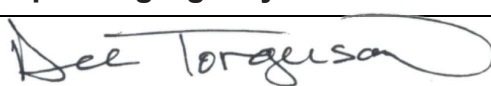

**10. State Audit:**

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:  Title: Vocational Rehabilitation Services Director Date: 09/25/2020	By:  Title: Renda E Rappa Date: 11:07:48 -05'00' Digitally signed by Renda E Rappa Date: 2020.09.25

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# Proposal

Department of Employment and Economic Development  
Vocational Rehabilitation Services — PreETS learning groups  
August 25, 2020

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**Proposal prepared by:**

Barbara Deming

651-259-3807

[Barbara.Deming@state.mn.us](mailto:Barbara.Deming@state.mn.us)



## **Enterprise Director, MAD**

Ryan Church

## **Assistant Director**

Beth Bibus

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

This document can be made available in alternative formats upon request. Call 651-259-3800.

# Background

In 2019 the Department of Employment and Economic Development (DEED) Vocational Rehabilitation Services (VRS) added a new group of employees, PreEmployment Transition Services (PreETS) representatives, to deliver PreETS services to students deemed potentially eligible for transition planning services under federal law. In the first year VRS provided training to these staff and their managers, as the representatives began serving students alongside VR counselors who serve transition-age students deemed eligible under the same law. In the second year VRS leaders are interested in setting up an ongoing system for PreETS representatives and counselors to continue learning together, building on their experiences of success and helping each other address challenges. They asked Management Analysis and Development (MAD) to propose a process for designing and facilitating regular gatherings of PreETS representatives and counselors, with intermittent involvement of their managers, to support the continued growth and capacity of these staff to help eligible and potentially eligible youth with disabilities to prepare for post-secondary education and employment when they reach adulthood.

## Products

MAD would work with the VRS PreETS leadership and a project design team to plan and provide monthly gatherings of PreETS representatives and VR counselors, and occasionally managers, as well. The gatherings would include opportunities to:

- Share successes and explore the “root causes” that contribute to success
- Raise questions and discuss challenges staff are facing in their work with students
- Strengthen capacity for collaboration with each other, school staff, community providers, and other partners
- Identify and track progress on measurable desired results, and plan to “turn the curve” and measure progress in those areas

MAD would document and create an organized set of learnings from each gathering, so that the staff would have a way to build on and continue sharing what they learn with new staff who join their team.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be September 21, 2020 (or when the interagency agreement is signed) through June 30, 2021. If the interagency agreement is not signed by September 21, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs. Most activities below include two consultants, with fewer or more involved in some activities, as needed.

Activities	Hours
<b>1. Project design.</b> Meet with PreETS leaders and a team of 5-7 PreETS representatives, counselors and managers to design an initial 9-month set of gatherings, in preparation to launch the meetings in September 2020. Details to	27

Activities	Hours
<p>be decided would include desired outcomes of individual meetings and the overall set of meetings, how best to group staff, how frequently to meet in various groupings, and use of supports, such as pre-meeting surveys and post-meeting evaluations that can enhance effective use of meeting time.</p> <p><i>Plan, facilitate and document results from one 3-hour meeting – August 2020</i></p>	
<p><b>2. Meeting planning.</b> Based on results of the design meeting (#1 above), outline meeting plans for monthly facilitated gatherings, including meeting agendas, ways to group different types of staff, communications planning, identifying supporting materials, designing pre- and post-meeting surveys, and creating a system for organizing and storing information generated in these meetings.</p> <p><i>September 2020</i></p>	48
<p><b>3. Scheduling and conducting meetings.</b> In partnership with VRS staff, schedule, arrange for, and facilitate online meetings according to above planning. Estimated time would include:</p> <ul style="list-style-type: none"> <li>• Six monthly 2-hour meetings of PreETS representatives (three groups of 7-8 staff each)</li> <li>• Six monthly 2-hour meetings of VRS counselors (five groups offering opportunities for up to 10 self-selecting participants)</li> <li>• Two quarterly meetings of all PreETS staff (representatives, counselors and managers in one longer large-group experience)</li> </ul> <p><i>Schedule (on calendar and arranging for video connections), plan, facilitate and document all meetings; October 2020 – June 2021</i></p>	771
<p><b>4. Regular project-team check-ins.</b> Meet regularly with project team outside of the meetings described in #3 above to review progress, update plans, and otherwise ensure that MAD's efforts are in synch with client needs as the project unfolds.</p> <p><i>Plan, conduct and document nine meetings; September 2020 – June 2021</i></p>	144
<p><b>5. Evaluation and planning for future sustainability.</b> In consultation with the client design and conduct participant evaluations that would solicit input on topics and processes, inform planning for future meetings, and measure progress toward outcomes identified at the beginning of the project. Near the end of the project meet with project team to consider ways to continue and sustain the learning practices established during this effort, and draft summary report.</p> <p><i>Plan, design, conduct and share results of evaluations used throughout the project; September 2020 – June 2021</i></p>	200
<p><b>6. Interagency youth employment meeting facilitation.</b> MAD would provide consulting services to support monthly interagency youth employment meetings, including assisting with agenda development, meeting design and facilitation, and documenting next steps.</p> <p><i>October 2020 through June 2021</i></p>	60

Activities	Hours
Subtotal	1250
Project management, including client communication (18%)	225
<b>Total hours</b>	<b>1475</b>
<b>Total costs: (1475 hours times \$140)</b>	<b>\$206,500</b>

*Note:* the estimates above assume that all meetings are held using online platforms.

## Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

## Clients and Consultants

The primary client contact would be Alyssa Klein. The MAD project lead would be Barbara Deming; other MAD consultants would also provide services to the client.

## Client Responsibilities

The client would identify a small group of five to seven representatives of the groups to be organized for initial design and ongoing check-ins throughout the project. The client would also identify and ensure participant access to video meeting technology if needed to ensure ease of access for participants (MAD is able to provide access via Skype, Microsoft Teams, Zoom and Webex). A client representative would provide support for scheduling group meetings, assisting with identifying and scheduling optimal dates and times on participants' calendars, and facilitating communication with participants as needed.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

## Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

# MAD Project Number: 2021-078

## INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of Employment and Economic Development

MAD Contact: Barbara Deming

**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: \$70,980.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

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

Contract: 188025 PR 59852 PO 3000424538  
Number/Date/Entry Initials

Order: 1/12/2021

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 Department of Employment and Economic Development (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: Barbara Deming    Requesting Agency: Alyssa Klein

**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 507 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$70,980.00

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 by the Division 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 January 11, 2021, 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 September 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated 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 Dee Torgerson. 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.

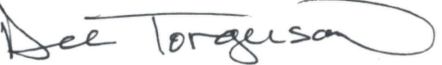

**10. State Audit:**

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:  Title: Vocational Rehabilitation Services Director Date: 01/13/2021	By:  Title: Renda E Rappa Date: 2021.01.13 16:45:52 -06'00'

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# Proposal

Department of Employment and Economic Development —  
Identifying approaches for delivering Pre-ETS in schools  
January 5, 2021

---

**Proposal prepared by:**

Barbara Deming  
651-259-3807  
[Barbara.Deming@state.mn.us](mailto:Barbara.Deming@state.mn.us)



## **Enterprise Director, MAD**

Ryan Church

## **Assistant Director**

Beth Bibus

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

This document can be made available in alternative formats upon request. Call 651-259-3800.

# Background

The Minnesota Department of Employment and Economic Development (DEED) is responsible for administering federal Pre-Employment Transition Services (Pre-ETS), which are available to students who are eligible and “potentially eligible” for Vocational Rehabilitation Services (VRS). Staff at DEED and the Minnesota Department of Education (MDE) are working together to assist schools with delivering Pre-ETS within and alongside existing curricula, aligning education and VR approaches to developing personal learning plans. They have asked Management Analysis and Development (MAD) to assist with planning and designing an approach or approaches to delivering Pre-ETS that aligns with schools’ current resources, adds curriculum and guidance where needed, and meets the needs of students with disabilities. After completing “Phase 1” of this project in 2020, MAD proposes to continue assisting DEED VRS and MDE to achieve these goals with the targeted activities described below.

## Products

MAD would continue work begun in Phase 1 to gather information and begin planning for providing statewide guidance on delivering Pre-ETS, coordinated between Education and VRS. In this work MAD would:

- Continue to support Pre-ETS pilot projects in Minneapolis Public Schools (MPS) and Princeton. This work aligns with and supports other Pre-ETS development work by contributing to understanding of tools, curricula, structures, communications and other elements of a successful Pre-ETS delivery system.
- Assist the Transition Framework work group to develop a framework aligned with two other recently developed frameworks for Pre-ETS and work-based learning. This would include linking learning from the two pilots to development of the Transition Framework so that the lessons and discoveries of the pilots are incorporated into the framework.
- Continue regular communications with DEED and MDE client contacts, including regular planning and development of a continuation of the Partnership Guide produced during Phase 1 of this project, in order to add structure and specificity to its guidance for schools and VR partners.
- Provide a final report summarizing the project process, stakeholder engagement, and products developed.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be January 11, 2021 (or when the interagency agreement is signed) through September 30, 2021. If the interagency agreement is not signed by January 11, 2021, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table below outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget.

Activities	Hours
1. Support Pre-ETS pilot projects by assisting state staff to plan and debrief from meetings, attending pilot team meetings and providing summary notes, and developing and implementing a pilot evaluation plan including interim and end-of-pilot evaluations.	160
2. Facilitate Transition Framework work group, with goal to have product completed in time for August teacher training. <ul style="list-style-type: none"> <li>a. With client develop work plan including subgroups addressing 9<sup>th</sup>-12<sup>th</sup>-grade and 18-21-year-old transition programs, and full group planning across both levels.</li> <li>b. Plan, facilitate, document up to 8 meetings</li> <li>c. With client debrief after meetings and plan future agendas</li> </ul>	64
3. Meet regularly with project team to discuss progress and shape the work as it unfolds. Plan, facilitate and document 1.5-hour project team meetings 2X/month for 9 months + 2 day-long retreats to assess overall findings, develop more time-intensive products, such as a continuation of the Partnership Guide produced during Phase 1 of this project, and plan for Fall 2021 implementation	156
4. Provide summary report including project activities and processes, products developed, ways stakeholders were engaged in developing products, and lessons learned. Review with client and incorporate revisions into final report.	50
Subtotal	430
Project management, including client communication (18%)	77
<b>Total hours</b>	<b>507</b>
<b>Total costs: (507 hours times \$140)</b>	<b>\$70,980</b>

## Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

## Clients and Consultants

The primary client contact would be Alyssa Klein. The MAD project lead would be Barbara Deming; other MAD consultants would also provide services to the client.

## Client Responsibilities

The client would serve as primary communications contact with project participants, and would arrange for meeting logistics as needed, including scheduling meetings, reserving online meeting platforms, arranging for interpreters, etc.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data.

## Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



# MAD Project Number: 2020-110 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of Employment and Economic Development – State Services for the Blind  
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: \$31,752.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 3000	Fund:	Fund:
Appr: B223484	Appr:	Appr:
Fin Dept ID: B2237000	Fin Dept ID:	Fin Dept ID:
Rept Catg: 80101500	Rept Catg:	Rept Catg:
Amount: \$31,752.00	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: per section 5 End Date: 12/31/2020

Contract: 170183 Asghar 12/09/2019  
Number/Date/Entry Initials

Order: 3000393138, PR: 51476 Asghar 12/09/2019  
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 Department of Employment and Economic Development – State Services for the Blind (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

Minnesota Management and Budget, 203 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155  
Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • <http://mn.gov/mmb/mad>

**1. Services to be Performed:**

The Division agrees that through its Master Contract with Lanterna Consulting Inc. it will sub-contract with Lanterna Consulting Inc. to provide consulting services to the Requesting Agency as 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: Natasha Jerde

**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 140 hours at a rate of \$210.00 per hour for services provided by Lanterna Consulting Inc. The Division will also invoice up to \$2,352.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$31,752.00.

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 December 1, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated 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 Natasha Jerde, Director. 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>Natasha Jerde</i>	By: <i>Renata S. Rappaport</i>
Title: <i>Director of SSB</i>	Title: <i>Business Manager</i>
Date: <i>12/9/19</i>	Date: <i>Nov 27, 2019</i>







**CREATED FOR:** DEED State Services for the Blind

**CLIENT PRIMARY CONTACT:** Natasha Jerde, DEED State Services for the Blind

**BY:** Holly Johnson, President, Lanterna Consulting Inc.

**DATE:** November 17, 2019

---

## **SCOPE OF WORK**

This proposal is prepared in response to a request from DEED State Services for the Blind for assistance in designing, facilitating, and documenting a new interagency stakeholder advisory committee to assist in the implementation of the new interagency Memorandum of Understanding between DEED and DHS.

## **RESPONSIBILITIES**

### **DECEMBER 2019 – DESIGN OF A NEW MOU IMPLEMENTATION ADVISORY COMMITTEE**

- The consultant will review the MOU and its development materials and design a structure, roles, responsibilities, and process for an interagency stakeholder engagement effort to develop the implementation plan for the MOU. As a critical component of the stakeholder engagement effort, the consultant will design and assist the client in the creation of a new advisory committee composed of representatives from key stakeholders to inform the efforts of the MOU Steering Team's work with three work groups which will be composed of staff from the participating MOU agencies.

### **Q1 2020 – LAUNCH MOU ADVISORY COMMITTEE AND BEGIN ADVISORY WORK**

- The consultant will design and facilitate a kickoff meeting for the new MOU Implementation Advisory Committee. As part of the advisory committee's launch, the consultant will facilitate the creation of a guiding charter to provide clarity on the role and responsibilities of the committee's work and its connection to the stakeholder engagement structure.

### **Q2-Q3 2020 – FACILITATION AND DOCUMENTATION OF ADVISORY COMMITTEE**

- Convene, facilitate and document the ongoing work of the MOU Implementation Advisory Committee. Assist the Committee in providing iterative review and input to the MOU Steering Team and/or Work Groups as requested.

### **Q4 2020 – ASSIST COMMITTEE WITH MOU IMPLEMENTATION PREPARATIONS**

- Design, facilitate and document meetings with the MOU Implementation Advisory Committee as appropriate to assist in preparations for the MOU's implementation.





# LANTERNA CONSULTING

## TIMELINE AND COST ESTIMATE

- *Contract Duration:* 13 months / December 1, 2019 through December 31, 2020
- *MAD Lanterna Consultant:* Holly Johnson
- *DEED SSB Contact:* Natasha Jerde, Director, DEED State Services for the Blind (SSB)
- *Total Budget:* \$31,752 (SFY20 - \$18,144; SFY21 - \$13,608)
  - 140 hrs @ \$210/hr. = \$29,400
  - Client will only be charged for actual hours worked

## KEY ASSUMPTIONS

- a. The MOU Steering Team is responsible for providing overall direction and support for the development and implementation of the Memorandum of Understanding between the two departments of DHS and DEED. Members of the Steering Team are (listed in alphabetical order): Beth Grube (DHS/DSD), Amanda Jensen Stahl (DEED/VRS), Natasha Jerde (DEED/SSB), Lesli Kerkhoff (DHS/DSD), Chris McVey (DEED/VRS), and Ryan Merz (DHS/DSD).
- b. Lanterna Consulting will collaborate with SDK Communications throughout the project to assist the client in the achievement of overall implementation objectives. Lanterna will be responsible for the stakeholder engagement structure and processes while SDK will be responsible for the strategic communication associated with the MOU's implementation.
- c. Client will provide administrative support, scheduling coordination and meeting space. Assumes meetings will be conducted in the Twin Cities.
- d. Assumes continued access to, and leveraging of, internal resources wherever possible.
- e. Any excess contract encumbrance will be released back to client or can be applied toward additional work.
- f. Flexibility to adjust contract scope, timeline and budget as work progresses and level of effort to support evolves.





## MAD Project Number: 2020-164

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES

Requesting Agencies: Department of Human Services and Department of Employment and Economic Development  
 MAD Contact: Renda Rappa

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

Agency: H55	Fiscal Year: 20	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$81,000.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:

Accounting Distribution 1: DHS	Accounting Distribution 2: DEED-SSB	Accounting Distribution 3: DEED-VRS
FY20 - \$16,200 - EB32827 MAD Contract Mgmt Fee - \$1,200	FY20 - \$3,780 MAD Contract Mgmt Fee - \$280	FY20 - \$7,200 MAD Contract Mgmt Fee - \$520
FY21 - \$23,000 - EB32310 FY21 - \$9,400 - EB33650 MAD Contract Mgmt Fee - \$2,400	FY21 - \$7,560  MAD Contract Mgmt Fee - \$560	FY21 - \$14,040  MAD Contract Mgmt Fee - \$1,040
	SpeedChart – B22SSBBASI Fund: 3000 AppropID: B223484 Project: B22SSBBASICFY20 Fin ID: B2237000 Activity: 625 Agency Cost 1: 55056	Fund: 3000 Appropriation: B223461 Project: B22VRBASICFY20 Activity: 625 Agency Cost 1: 55985
Amount: \$45,000 MAD Contract Mgmt Fee: \$3,600	Amount: \$10,500 MAD Contract Mgmt Fee: \$840	Amount: \$19,500 MAD Contract Mgmt Fee: \$1,560
<b>Total Amount: \$48,600</b>	<b>Total Amount: \$11,340</b>	<b>Total Amount: \$21,060</b>

This is an agreement between the Department of Human Services and Department of Employment and Economic Development (Requesting Agencies) and Minnesota Management & Budget, Management Analysis & Development (Division).

**1. Services to be Performed:**

The Division agrees that through its Master Contract with The Improve Group the Division will sub-contract with The Improve Group 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 & Development: Renda Rappa

Requesting Agencies: Lesli Kerkhoff (DHS), Natasha Jerde (DEED-SSB), and Chris McVey (DEED-VRS)

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

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

The Division will invoice for services provided by The Improve Group in accordance to the deliverables identified in Exhibit A. The Division will also invoice up to \$6,000.00 for contract management. The total amount the Division will invoice under this agreement shall not exceed \$81,000.00.

The Requesting Agencies 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:

Payments will be split between three requesting agencies, in accordance to the accounting distribution identified on the cover page, and will be requested by invoice based on agreed-upon and approved deliverables/services 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 Agencies' satisfaction, as determined at the sole discretion of the Requesting Agencies' Authorized Representatives.

**5. Effective Dates:**

This agreement is effective Upon Execution, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agencies 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 Agencies Authorized Representatives:**

The Requesting Agencies' authorized representatives for the purposes of this agreement is Lesli Kerkhoff (DHS), Natasha Jerde (DEED-SSB) and Chris McVey (DEED-VRS). These people shall have final authority for accepting the Improve Group'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.

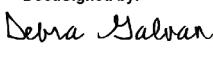
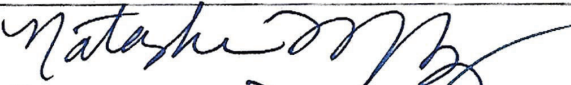
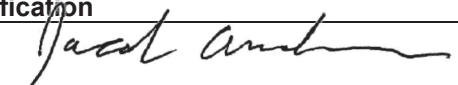
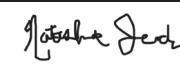
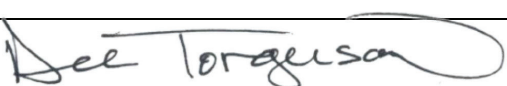

**10. State Audit:**

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:**

<b>1. Requesting Agency – DHS- Encumbrance Verification</b> DocuSigned by: By:  32720C8039DB45B... Title: Contract Coordinator Date: 4/30/2020 SWIFT Contract/PO:	<b>2. Requesting Agency–DHS</b> By:  Title: Division Director, DHS Date:
<b>3. Requesting Agency – DEED- Encumbrance Verification</b> By:  Title: Contract Coordinator Date: 4/24/2020 SWIFT Contract/PO: 175856 PR 53259 PO 3-402768	<b>4. Requesting Agency – DEED-SSB</b> By:  Title: Director Date: 4.28.2020
<b>5. Requesting Agency – DEED-VRS</b> By:  Title: Vocational Rehabilitation Services Director Date: 04/28/2020	<b>6. Division – Management Analysis and Development</b> By:  Title: Renda E Rappa Date: 2020.04.30 11:14:20 -05'00' Digitally signed by Renda E Rappa

# EXHIBIT A - Stakeholder Engagement for Interagency HCBS Shared Visioning

## Statement of Work

Start Date: April 27, 2020

End Date: June 30, 2021

Fee: \$75,000

Fee Schedule: Milestone

Tasks	Dates	Deliverable	Payment Schedule
<b>Inception:</b> 1) Facilitate a virtual kickoff meeting to clarify project scope, goals, and workplan; 2) Further explore project context through review of documents and 2-3 calls with key contacts; 3) Facilitate a virtual inception meeting to discuss context, project plan, and engagement strategies.  <i>Client Responsibilities: Provide documentation of project history and context, participate in meetings and calls.</i>	April 2020 – May 2020	Project workplan	\$8,089 due upon receipt of project workplan
<b>Design:</b> 1) Facilitate three 1.5-hour virtual meetings with workgroups to design the stakeholder engagement; 2) Provide 1 hour of coaching for each of 3 workgroups or staff on agile stakeholder feedback; 3) Create engagement toolkit including communications materials, process documents, engagement tools, and trackers, etc. 4) Begin initial stakeholder engagements and iterate tool development, as needed.  <i>Client Responsibilities: Provide information on stakeholders and communications, review drafts, participate in meetings.</i>	May 2020 – June 2020	Stakeholder engagement toolkit	\$16,909 due upon receipt of toolkit
<b>Stakeholder Engagement:</b> 1) Develop and conduct ongoing stakeholder outreach and engagement (2-3 activities/month) through PIPE IN and VIP including: online surveys, brief phone surveys or interviews, and/or other online engagement; 2) Facilitate up to three 1.5-hour online co-creation workshops with external stakeholders; 3) Analyze and present stakeholder engagement results, learnings, and use in public-facing, 1-page monthly progress reports using client-provided template; 4) Provide ongoing support to workgroups, agency staff, and other internal stakeholders through phone or virtual check-ins  <i>Client Responsibilities: Provide a public-facing, branded, one-page report template for monthly reports; collaborate with The Improve Group team on stakeholder outreach and recruitment and assessing workgroup information needs; participate in meetings and workshops.</i>	July – December 2020	Up to six monthly reports	\$32,460 divided into 6 monthly invoices of \$5,410, due upon receipt of monthly reports
<b>Emerging Findings:</b> Facilitate a 2-hour virtual emerging findings meeting to present stakeholder engagement results, interpret with agency staff, and identify needs for process refinement.  <i>Client Responsibilities: Participate in emerging findings meeting.</i>	January 2021	Emerging findings document	\$4,670 due upon receipt of emerging findings document

Tasks	Dates	Deliverable	Payment Schedule
<b>Sharing:</b> 1) Facilitate two 2-hour workshops to refine and document processes for improved interagency work; 2) Produce final report documenting processes created as a result of stakeholder engagement  <i>Client Responsibilities: Participate in meetings.</i>	February – March 2021	Final report	\$11,360 due upon receipt of final report
<b>Support:</b> Additional document updates or other support, as needed (up to 6 hours)	April – June 2021	Document updates and/or other support	\$1,512 due upon completion of individual tasks
<b>Total</b>			<b>\$75,000</b>





## MAD Project Number: 2020-164

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES

Requesting Agencies: Department of Human Services and Department of Employment and Economic Development  
 MAD Contact: Renda Rappa

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

Agency: H55	Fiscal Year: 20	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$81,000.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:

Accounting Distribution 1: DHS	Accounting Distribution 2: DEED-SSB	Accounting Distribution 3: DEED-VRS
FY20 - \$16,200 - EB32827 MAD Contract Mgmt Fee - \$1,200	FY20 - \$3,780 MAD Contract Mgmt Fee - \$280	FY20 - \$7,200 MAD Contract Mgmt Fee - \$520
FY21 - \$23,000 - EB32310 FY21 - \$9,400 - EB33650 MAD Contract Mgmt Fee - \$2,400	FY21 - \$7,560  MAD Contract Mgmt Fee - \$560	FY21 - \$14,040  MAD Contract Mgmt Fee - \$1,040
	SpeedChart – B22SSBBASI Fund: 3000 AppropID: B223484 Project: B22SSBBASICFY20 Fin ID: B2237000 Activity: 625 Agency Cost 1: 55056	Fund: 3000 Appropriation: B223461 Project: B22VRBASICFY20 Activity: 625 Agency Cost 1: 55985
Amount: \$45,000 MAD Contract Mgmt Fee: \$3,600	Amount: \$10,500 MAD Contract Mgmt Fee: \$840	Amount: \$19,500 MAD Contract Mgmt Fee: \$1,560
<b>Total Amount: \$48,600</b>	<b>Total Amount: \$11,340</b>	<b>Total Amount: \$21,060</b>

This is an agreement between the Department of Human Services and Department of Employment and Economic Development (Requesting Agencies) and Minnesota Management & Budget, Management Analysis & Development (Division).

**1. Services to be Performed:**

The Division agrees that through its Master Contract with The Improve Group the Division will sub-contract with The Improve Group 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 & Development: Renda Rappa

Requesting Agencies: Lesli Kerkhoff (DHS), Natasha Jerde (DEED-SSB), and Chris McVey (DEED-VRS)

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

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

The Division will invoice for services provided by The Improve Group in accordance to the deliverables identified in Exhibit A. The Division will also invoice up to \$6,000.00 for contract management. The total amount the Division will invoice under this agreement shall not exceed \$81,000.00.

The Requesting Agencies 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:

Payments will be split between three requesting agencies, in accordance to the accounting distribution identified on the cover page, and will be requested by invoice based on agreed-upon and approved deliverables/services 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 Agencies' satisfaction, as determined at the sole discretion of the Requesting Agencies' Authorized Representatives.

**5. Effective Dates:**

This agreement is effective Upon Execution, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agencies 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 Agencies Authorized Representatives:**

The Requesting Agencies' authorized representatives for the purposes of this agreement is Lesli Kerkhoff (DHS), Natasha Jerde (DEED-SSB) and Chris McVey (DEED-VRS). These people shall have final authority for accepting the Improve Group'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.

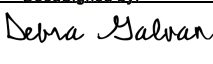
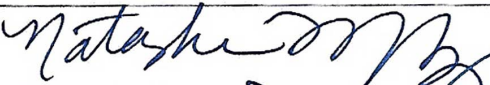
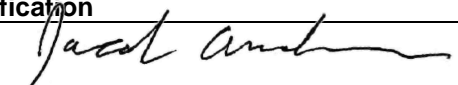

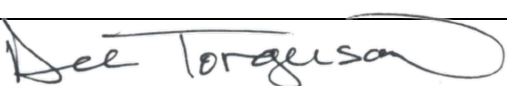
**10. State Audit:**

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:**

<b>1. Requesting Agency – DHS- Encumbrance Verification</b> <small>Digitally signed by:</small> By:  <small>32720C8039DB45B...</small> Title: Contract Coordinator  Date: 4/30/2020  SWIFT Contract/PO:	<b>2. Requesting Agency–DHS</b>  By:  Title: Division Director, DHS Date:
<b>3. Requesting Agency – DEED- Encumbrance Verification</b> By:  Title: Contract Coordinator  Date: 4/24/2020  SWIFT Contract/PO: 175856 PR 53259 PO 3-402768	<b>4. Requesting Agency – DEED-SSB</b>  By:  Title: Director  Date: 4.28.2020
<b>5. Requesting Agency – DEED-VRS</b>  By:  Title: Vocational Rehabilitation Services Director  Date: 04/28/2020	<b>6. Division – Management Analysis and Development</b>  By: <b>Renda E Rappa</b> Title: <b>Renda E Rappa</b> Date: <b>2020.04.30 11:14:20 -05'00'</b> <small>Digitally signed by Renda E Rappa</small>

# EXHIBIT A - Stakeholder Engagement for Interagency HCBS Shared Visioning

## Statement of Work

Start Date: April 27, 2020

End Date: June 30, 2021

Fee: \$75,000

Fee Schedule: Milestone

Tasks	Dates	Deliverable	Payment Schedule
<b>Inception:</b> 1) Facilitate a virtual kickoff meeting to clarify project scope, goals, and workplan; 2) Further explore project context through review of documents and 2-3 calls with key contacts; 3) Facilitate a virtual inception meeting to discuss context, project plan, and engagement strategies.  <i>Client Responsibilities: Provide documentation of project history and context, participate in meetings and calls.</i>	April 2020 – May 2020	Project workplan	\$8,089 due upon receipt of project workplan
<b>Design:</b> 1) Facilitate three 1.5-hour virtual meetings with workgroups to design the stakeholder engagement; 2) Provide 1 hour of coaching for each of 3 workgroups or staff on agile stakeholder feedback; 3) Create engagement toolkit including communications materials, process documents, engagement tools, and trackers, etc. 4) Begin initial stakeholder engagements and iterate tool development, as needed.  <i>Client Responsibilities: Provide information on stakeholders and communications, review drafts, participate in meetings.</i>	May 2020 – June 2020	Stakeholder engagement toolkit	\$16,909 due upon receipt of toolkit
<b>Stakeholder Engagement:</b> 1) Develop and conduct ongoing stakeholder outreach and engagement (2-3 activities/month) through PIPE IN and VIP including: online surveys, brief phone surveys or interviews, and/or other online engagement; 2) Facilitate up to three 1.5-hour online co-creation workshops with external stakeholders; 3) Analyze and present stakeholder engagement results, learnings, and use in public-facing, 1-page monthly progress reports using client-provided template; 4) Provide ongoing support to workgroups, agency staff, and other internal stakeholders through phone or virtual check-ins  <i>Client Responsibilities: Provide a public-facing, branded, one-page report template for monthly reports; collaborate with The Improve Group team on stakeholder outreach and recruitment and assessing workgroup information needs; participate in meetings and workshops.</i>	July – December 2020	Up to six monthly reports	\$32,460 divided into 6 monthly invoices of \$5,410, due upon receipt of monthly reports
<b>Emerging Findings:</b> Facilitate a 2-hour virtual emerging findings meeting to present stakeholder engagement results, interpret with agency staff, and identify needs for process refinement.  <i>Client Responsibilities: Participate in emerging findings meeting.</i>	January 2021	Emerging findings document	\$4,670 due upon receipt of emerging findings document

Tasks	Dates	Deliverable	Payment Schedule
<b>Sharing:</b> 1) Facilitate two 2-hour workshops to refine and document processes for improved interagency work; 2) Produce final report documenting processes created as a result of stakeholder engagement  <i>Client Responsibilities: Participate in meetings.</i>	February – March 2021	Final report	\$11,360 due upon receipt of final report
<b>Support:</b> Additional document updates or other support, as needed (up to 6 hours)	April – June 2021	Document updates and/or other support	\$1,512 due upon completion of individual tasks
<b>Total</b>			<b>\$75,000</b>

## MAD Project Number: 2021-062 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of Employment and Economic Development – State Services for the Blind

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: \$80,968.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

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

Contract: 185703 PR 58898 PO 3-421402  
Number/Date/Entry Initials

Order: 11/24/2020

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 Department of Employment and Economic Development – State Services for the Blind (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 Lanterna Consulting Inc. it will sub-contract with Lanterna Consulting Inc. to provide consulting services to the Requesting Agency as 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: Natasha Jerde

**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 357 hours at a rate of \$210.00 per hour for services provided by Lanterna Consulting Inc. The Division will also invoice up to \$5,998.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$80,968.00.

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 November 6, 2020, 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 September 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.



**6. Termination:**

This agreement may be terminated 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 Natasha Jerde, Director. 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>Natasha Jerde</i> Title: Director Date: 11/25/2020	By: <b>Renda E Rappa</b> Title: Digitally signed by Renda E Rappa Date: 2020.11.25 14:38:25 -06'00'

## **EXHIBIT A**

### **SCOPE OF WORK**

This proposal is prepared in response to a request from DEED State Services for the Blind (SSB) for assistance in designing, facilitating, and documenting meetings for the Interagency Employment First Advisory Committee. This committee was established in April 2020 and provides strategic input and advice from a diverse range of key stakeholders to assist in the implementation of the interagency Memorandum of Understanding between DEED and DHS that was signed effective September 23, 2019.

The consultant will also provide consulting services to support a broad range of interagency launch preparations and post launch evaluation monitoring and support associated with the anticipated replacement of the interim DHS guidance in July 2021.

### **RESPONSIBILITIES**

#### **FACILITATION AND COORDINATED SUPPORT FOR THE INTERAGENCY EMPLOYMENT FIRST ADVISORY COMMITTEE**

- The consultant will work closely with the interagency steering team to design, facilitate and document meetings of the Interagency Employment First Advisory Committee currently scheduled to occur every two months through July 2021.
- Continued coordination of Advisory Committee work with other MOU implementation entities including the interagency steering team, planning team, and workgroups.

#### **PREPARATIONS FOR INITIAL MOU IMPLEMENTATION LAUNCH IN JULY 2021**

- Facilitate action planning and management of approved implementation plans and products with the MOU Steering Team. Expedite and integrate planning and advisory bodies work as necessary/helpful to meet launch deadlines. Assist the implementation structure in preparation, training, and delivery of the MOU's implementation across participating agencies.

#### **POST JULY 2021 LAUNCH SUPPORT**

- Assist MOU Steering Team in monitoring implementation of approved plans and tracking of key success measures.
- Provide support in troubleshooting and development of responsive adaptations as needed to support post launch implementation efforts.

#### **TIMELINE AND COST ESTIMATE**

- *Project Duration:* 11 months / November 1, 2020 through September 30, 2021
- *MAD Lanterna Consultant:* Holly Johnson
- *DEED SSB Contact:* Natasha Jerde, Director, DEED State Services for the Blind (SSB)
- *Total Budget:* \$80,968

- 357 hrs @ \$210/hr. = \$74,970
  - 11 months times average of 32 hours per month
- 8% MAD administrative fee = \$5,998
- Client will only be charged for actual hours worked

#### **KEY ASSUMPTIONS**

- a.* The MOU Steering Team is responsible for providing overall direction and support for the development and implementation of the Memorandum of Understanding between the two departments of DEED and DHS. Members of the Steering Team are (listed in alphabetical order): Beth Grube (DHS/DSD), Amanda Jensen Stahl (DEED/VRS), Natasha Jerde (DEED/SSB), Lesli Kerkhoff (DHS/DSD), Chris McVey (DEED/VRS), and Ryan Merz (DHS/DSD).
- b.* Given the pandemic, safety will continue to inform meeting venues with most/all meetings anticipated to occur via technology.
- c.* Assumes continued access to, and leveraging of, internal resources wherever possible.
- d.* Any excess contract encumbrance will be released back to client or can be applied toward additional work.
- e.* Flexibility to adjust contract scope, timeline and budget as work progresses and level of effort to support evolves.

## MAD Project Number: 2021-064 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of Employment and Economic Development – State Services for the Blind

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: \$80,903.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

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

Contract: 185701 PR 58938 PO 3-421002  
Number/Date/Entry Initials

Order: 11/17/2020   
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 Department of Employment and Economic Development – State Services for the Blind (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 Lanterna Consulting Inc. it will sub-contract with Lanterna Consulting Inc. to provide consulting services to the Requesting Agency as 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: Natasha Jerde

**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 454 hours at a rate of \$165.00 per hour for services provided by Lanterna Consulting Inc. The Division will also invoice up to \$5,993.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$80,903.00.

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 November 12, 2020, 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 September 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated 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 Natasha Jerde, Director. 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.

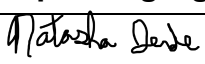

**10. State Audit:**

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:  Title: Director Date: 11/25/2020	By:  Title: Renda E Rappa Date: 2020.11.25 14:33:47 -06'00'

## Exhibit A

**CREATED FOR:** Interagency Employment First Training Program

**CLIENT:** Natasha Jerde, Director, DEED State Services for the Blind (SSB)

**FROM:** Pam Belknap and Holly Johnson, Lanterna Consulting Inc. contracted through MMB MAD

**DATE:** November 4, 2020

**PROPOSED EFFECTIVE DATE:** early November 2020

---

## SCOPE OF WORK

### FOCUS ON TRAINING

This proposal is prepared in response to a request from Natasha Jerde, Director of DEED State Services for the Blind (SSB) in cooperation with DEED/VRS and DHS/DSD for consulting services to design, develop, deliver and support training for the Interagency Employment First launch anticipated for July 2021.

### TIMELINE AND COST

- **Contract Duration:** ~11 months / November 4, 2020 through September 30, 2021
- **MAD Lanterna Primary Consultant:** Pam Belknap
- **Primary Contract Contact:** Natasha Jerde, Deputy Director
- **Total Budget:** \$80,903
  - 454 hrs @ \$165/hr. = \$74,910
    - ~11 months x ~41 hrs/month
  - 8% MAD administrative fee = \$5,993
  - Client will only be charged for actual hours worked

## KEY AREAS OF WORK

### 1. TRAINING PLANNING & COORDINATION

Expected to be the focus of Nov-Dec 2020, this work will include:

- a. Create new Training Workgroup, clarify project goals and timelines
- b. Coordination and integration of the new Training Workgroup with the overall interagency efforts.
- c. Review MOU planning documents and related information, align training plan and approaches with Steering Team, other workgroups, and additional subject matter experts as appropriate to determine broad training content areas and timelines.
- d. Establish preliminary key roles and responsibilities for training design/delivery
- e. Identify specific training content areas and formats (e.g., written information, webinars, small group interactive online sessions, short modules) for identified three tiers of key training and education audiences with Tier 1 expected to be the most intensive, for example:

TRAINING APPROACHES	TIER 1: SERVICE DELIVERY PROFESSIONALS*	TIER 2: ADVOCATES**	TIER 3: INDIVIDUALS AND FAMILIES
Tools, written instructions, process maps			
Webinar/ online presentation			
Interactive small group online sessions			
~5-20-minute modules on selected topics			

‘\*’ **Tier 1: Service Delivery Professionals** includes interagency staff, lead agencies, contract case managers, and disability employment service providers

‘\*\*’ **Tier 2: Advocates** includes advocacy organizations and others assisting individuals and families in navigating services



## **2. TRAINING CURRICULUM AND MATERIALS DEVELOPMENT**

Expected to be the focus of Q1 2021, this work will include:

- f. Define learning objectives for overview training and for each topic; align with training design approach(es) for each
- g. Review initial training content and design drafts with Steering Team and/or other workgroups for edits/approval; agree on preliminary rollout dates
- h. Design and/or secure sources for design of materials (e.g., participant handouts, slides, visual overviews, desk aids, etc.)
- i. Finalize training schedule, identify, and secure technology needed for each session
- j. Finalize curriculum, materials, and trainer assignments for each training topic

## **3. TRAINING DELIVERY, EVALUATION AND SUPPORT**

Expected to be the focus of Q2 and Q3 2021:

- k. Deliver training, all sessions to be completed prior to July 1, 2021
- l. Evaluate training effectiveness via participant and manager feedback, refine/adapt as helpful for ongoing training purposes
- m. Determine next steps for follow-up (e.g., assess need for additional/ongoing training and workgroup or representation, potential training for other stakeholders, recommendations to Steering Committee or other MOU workgroups re: additional communication or resources to support implementation)

## **KEY ASSUMPTIONS**

- a. Client will provide administrative and technical support, scheduling coordination and meeting space or collaborative technologies as helpful to the work. Given the pandemic, safety will continue to inform meeting venues with most/all training anticipated to occur via technology.
- b. Best efforts will be made to build training that incorporates accessibility into its design. The consultants will work with internal agency experts to ensure materials are accessible.
- c. Assumes continued access to, and leveraging of, internal resources wherever possible.
- d. Any excess contract encumbrance will be released back to client or can be applied toward additional work.
- e. Flexibility to adjust contract scope, timeline and budget as work progresses and level of effort to support evolves.

# MAD Project Number: 2021-101

## INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of Employment and Economic Development

MAD Contact: Renda Rappa

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

Agency: DEED	Fiscal Year: 2021	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$2,160.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$2,160.00	Amount:	Amount:

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

Contract: 190661 PR 60530 PO 3-428369  
Number/Date/Entry Initials

Order: 3/11/2021   
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 Department of Employment and Economic Development (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 Alliant Consulting, Inc. the Division will sub-contract with Alliant Consulting, Inc. to provide the services identified in Exhibit A, which is attached and incorporated as part of this contract.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: Renda Rappa Requesting Agency: Natasha Jerde

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

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division according to the terms in the work order according to the following budget as described in the attachments:

Up to 10 hours at a rate of \$200.00 per hour for services provided by Alliant Consulting, Inc. as identified in Exhibit A. The Division will also invoice up to \$160.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$2,160.00.

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 by the Division 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:**

March 10, 2021, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated 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 Natasha Jerde. 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:**

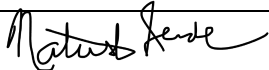

1. Requesting Agency	2. Management Analysis and Development
By: 	By: 
Title: Director	Title: Renda E Rappa
Date: 3/12/21	Date: 2021.03.12 08:46:51 -06'00'

EXHIBIT A

**Minnesota Department of Employment  
and Economic Development  
Coaching- Effective Communication and Leadership  
Proposal**

February 25, 2021

Prepared and Submitted by

Alliant Consulting, Inc.

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## Introduction/Background

The State Services for the Blind unit of the Department of Employment and Economic Development wishes to provide coaching for one of its supervisors in the areas of effective communications and leadership. Toni Malanaphy-Sorg participated in a goals-development call with Jon Benson and Angela Kraninger and has developed some first-level goals and proposed approach to delivering that coaching. This document describes the proposed approach, deliverables, and consulting investment for those services.

## Objectives and Deliverables

The objectives of this work will be to

- Address specific communications challenges applied in consensus decision-making settings.
- Assess current leadership/management skill levels.
- Build a plan to move to the next level of skills in areas assessed as “needing improvement”.
- Support via progress-tracking and feedback and skill-building exercises.

### Deliverables

- Reported and observed improvement in participation in decision-making settings- increased input, decreased frustration.
- Reported and observed improvement in key (to be determined). management/leadership skills.
- Summary of the engagement and recommendations to continue progress.

## Approach / Work Description

We anticipate this work will be conducted over the course of up to three months beginning in March 2021.

Two parallel paths to the work

1. A series of coaching meetings on effective communications: interview re: current situations, provide techniques, practice exercises; Follow up on results of applied new practices, and continue to adjust until situation is confirmed resolved.
2. Develop and administer supervisory effectiveness assessment: self-assessment and manager’s assessment. Review results, set targets, and build development plan and establish a follow up/coaching schedule.

## Resource Requirements - Roles and Responsibilities

We expect this work will occur over the course of 6 – 10 weeks, beginning in March, 2021.

### Alliant Consulting- Responsibilities

- Develop and administer supervisory skills assessment. (2 hours)
- Review and facilitate development of plan to move to “next level” of skills. (1.5 hours)
- Provide regular, effective coaching and techniques. 9 half-hour sessions (4.5 hours)
- Develop transition plan. (1 hour)
- Document the engagement. (1 hour)
- Provide coaching materials

### DEED

#### Jon Benson:

- Participate in supervisor skills assessment. (45 minutes)
- Participate in skills assessment review and plan development meeting. (1 hour)
- Provide feedback regarding progress. (ad hoc)
- Review engagement summary and transition plan. (30 min)

#### Angela:

- Participate in supervisor skills assessment. (45 minutes)
- Participate in skills assessment review and plan development meeting. (1 hour)
- Practice agreed upon techniques and practices. (ad hoc)
- Provide feedback on results and discuss new options in coaching sessions. Up to 9 half-hour sessions)
- Review engagement summary and transition plan.

## Consulting Investment

The consulting investment for this leadership coaching is expected to be no more than \$2,000.00.

This represents 10 hours of work at \$200.00 per hour.



## Appendix A

### Profile- Toni Malanaphy-Sorg

## Toni Malanaphy-Sorg

Toni Malanaphy-Sorg is President and CEO of Alliant Consulting, Inc. She has over 30 years experience as a management consultant, having held positions as project manager, director and Executive Vice President of Consulting Services during her tenure with two national consulting firms. Prior to her consulting career, she held management positions with Hallmark Cards, Inc. and R.H. Macy & Co. She is a co-founder of Alliant Consulting, Inc.

Toni's consulting experience includes substantial work in the Government and Non-profit sectors, Media Industry: Cable Television, Telecommunications, Newspaper Publishing, Radio and Television. She has worked with organizations ranging in size from small, privately held businesses to Fortune 200 companies in both union and non-union environments. Consulting experience includes:

- Retail
- Insurance
- Health Care/Hospital
- Government Agencies: University, Disability Services, Public Safety, Public Service
- Manufacturing
- Media
- Nonprofit Industries

Her work has centered on the design and implementation of major reorganizations involving multiple disciplines and functions to generate service, quality, and productivity improvements delivering increased revenue and customer retention while reducing costs.

She has extensive experience in strategic planning, operations/organization assessment; operational performance standards and metrics design; work flow and work process redesign; organizational design; quality, service and productivity management systems design; management skills development; compensation and incentives program design; communications program design and change management. Toni has hands-on experience in multiple operational areas including, customer service, sales, marketing, digital media, order fulfillment, telephone service, distribution, packaging, creative services, production control, sales support, inventory management, billing and collections.

Toni has particular expertise in:

- Strategic Planning and sustainability
- Administrative services operations
- Management effectiveness
- Work process and roles alignment
- Call center and service operations management
- Project Design and management
- Task team design and management
- Executive and management training and coaching
- Key indicator reporting design and utilization

She is a hands-on implementation coach who works effectively with all levels of an organization, providing real-time guidance and problem solving to ensure successful achievement of project goals.

**CEO &  
President**

**Alliant**  
CONSULTING

### Contact

Brennan Malanaphy  
Vice President of  
Business Development  
888-291-1955  
Brennan@  
AlliantConsulting.com  
555 7th St. West, #101  
Saint Paul, MN 55102  
AlliantConsulting.com

### Operational Assessment

### Operational and Organizational Restructuring

### Implementation Planning and Support

### Work Force Development

### Project Design

**NAICS** - 541611, 541613,  
541614, 541618, 611430

**CAGE** - 4FZR3

**DUNS** - 081378213

**SIC** - 8742

**UNSPSC** - 80101504,  
80101505, 80101506,  
80101507, 80101508





### State of Minnesota Interagency Agreement Worksheet (Not Part of the Contract)

This worksheet contains private information and you should not be reproduce or distribute it externally without express written permission of both agencies.

Total Amount of Interagency Agreement \$ 300,000	
FinDeptID H55 3 1 1 2 1	amount for state fiscal year 2020 :\$ 150,000
	amount for state fiscal year 2021 :\$ 150,000

Starts in fiscal year: FY 20	Non-DHS Agency's Vendor ID: B22000000
------------------------------	---------------------------------------

SWIFT Contract# /Encumbrance #: IAK%\_172808\_\_\_ / \_30000 75644 / 2-18-20 / DB\_\_\_

Number/Date/Initials:

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.



# Interagency Agreement

---

This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Human Services, Economic Assistance and Employment Supports Division (DHS) and Minnesota Department of Employment and Economic Development (the PROVIDING AGENCY). (This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as “an AGENCY,” and collectively as “the AGENCIES.”)

The AGENCIES have authority to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivisions 1 (to jointly exercise common powers) and 10 (to provide services to each other).

THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date.** The AGREEMENT is effective on **March 1, 2020** or the date that the PROVIDING AGENCY signs with the final signature, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later.

**1.2. Expiration Date.** The AGREEMENT remains in effect through **December 31, 2020**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES’ satisfaction, whichever occurs first.

**1.3. Survival of Terms.** The AGENCIES will have a continuing obligation after the expiration of AGREEMENT to comply with the following provisions of AGREEMENT: 7. “Liability,” and 10. “Information Privacy and Security.”

## 2. DUTIES

### 2.1. Providing Agency’s Duties:

PROVIDING AGENCY must:

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

- 1. Teen parents, ages 16 through 24, who are receiving Minnesota Family Investment Program (MFIP) benefits during the Temporary Assistance for Needy Families (TANF) Youth Innovation Program; and



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



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

## 2.2. DHS's Duties:

DHS must:

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



### 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DHS will provide consideration for all services that PROVIDING AGENCY performs under this AGREEMENT as follows:

- A. Program Year 2020 (2/1/2020 – 12/31/2020): \$300,000
- B. Unspent funds remaining at the end of SFY2020 are available in SFY2021, but must be expended by December 31, 2020.
- C. Total obligation of DHS for all compensation and reimbursement to DEED shall not exceed three hundred thousand dollars (\$300,000).

**3.2. Terms of Payment.** DHS must pay PROVIDING AGENCY within 30 days after the PROVIDING AGENCY presents invoices for services it performs, in accordance with the following schedule:

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

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to PROVIDING AGENCY under this AGREEMENT will not exceed **Three hundred thousand dollars (\$300,000.00)**.

**4. CONDITIONS OF PAYMENT.** PROVIDING AGENCY will perform all services pursuant to this agreement to the satisfaction of the DHS, according to the sole discretion of DHS's authorized representative.

### 5. AUTHORIZED REPRESENTATIVES.

**5.1. DHS.** DHS's Authorized Representative for the purposes of administration of this AGREEMENT is **Jovon Perry** or successor. Phone and email: 651-431-4006, [jovon.perry@state.mn.us](mailto:jovon.perry@state.mn.us) This representative has final authority for accepting PROVIDING AGENCY's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. Providing Agency.** PROVIDING AGENCY's Authorized Representative is **Hamse Warfa** or successor. Phone and email: 651-259-7004, [hamse.warfa@state.mn.us](mailto:hamse.warfa@state.mn.us). PROVIDING AGENCY will immediately notify DHS if PROVIDING AGENCY's Authorized Representative changes at any time during this AGREEMENT.

**5.3. Information Privacy and Security.** PROVIDING AGENCY's responsible authority is **Marc Majors** or successor for complying with data privacy and security for this AGREEMENT. Phone and email: 651-259-7596, [marc.majors@state.mn.us](mailto:marc.majors@state.mn.us).



**6. AMENDMENTS.** The AGENCIES must execute any amendments to this agreement in writing.

**7. LIABILITY.** Each AGENCY is responsible for its own acts to the extent the law authorizes and is not responsible for the other AGENCY's acts. The Minnesota Tort Claims Act, Minnesota Statutes, section 3.736 and other applicable law, govern both AGENCIES' individual and several liability.

**8. CANCELLATION.** Either AGENCY may cancel the AGREEMENT at any time, with or without cause, upon thirty (30) days written notice to the other AGENCY. If either AGENCY cancels the AGREEMENT, the PROVIDING AGENCY will receive payment, determined on a pro rata basis, for work or services satisfactorily performed.

**9. ASSIGNMENT.** Neither AGENCY may assign or transfer any rights or obligations under this agreement without the prior written consent of the other AGENCY.

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

**11. OTHER PROVISIONS. None**

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Signature Page Follows



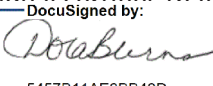


By signing below, the parties agree to the terms and conditions contained in this AGREEMENT.

APPROVED:

1. DHS ENCUMBRANCE VERIFICATION

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

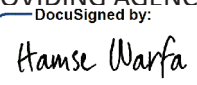
DocuSigned by:  
By:   
5457B11AE8BB49D...

Date: 2/26/2020

SWIFT Contract No: IAK 172808

SWIFT PO #: 3-75644


2. PROVIDING AGENCY – Minnesota Department of Employment and Economic Development

DocuSigned by:  
By:   
7DB470E2D5764ED...

Title: Deputy Commissioner

Date: 3/4/2020

3. DHS

DocuSigned by:  
By:   
38CC5B16E99A4ED...

With delegated authority

Title: EAESD Director

Date: 3/9/2020

Distribution:

DHS – Original (fully executed) contract

Providing Agency

Contracting & Legal Compliance, Contracts Unit- #0238

## **ATTACHMENT A**

### **DEFINITION OF WORK EXPERIENCES**

**(from Workforce Innovation and Opportunity Act “WIOA” Final Rules 20 CFR 681.600)**

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

### **DEFINITION OF CAREER PATHWAY (from the WIOA law)**

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

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

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

## ATTACHMENT B

### Data Collection and Reporting Requirements

#### Participant Data

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

#### Employer Data (for each placement)

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

## Attachment C

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

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

The parties therefore agree as follows:

#### **DEFINITIONS**

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

- I. “Use” or “used” means any activity by the parties during the duration of this Agreement involving Protected Information including its creation, collection, access, use, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, disclosure, transmission, or destruction. Use includes any of these activities whether conducted manually or by electronic or computerized means.
- J. “User” means an agent of either party, who has been authorized to use Protected Information.

**1. Duties.**

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

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

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

**2. Authorized Representatives and Responsible Authority.**

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

**2.2 Data Sharing Partner.** DATA SHARING PARTNER’s Authorized Representative is **Marc Majors**, Director of Employment and Training Programs, 651-259-7595, [marc.majors@state.mn.us](mailto:marc.majors@state.mn.us), or her successor.

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

**3. Information Privacy and Security.**

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

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

### **3.1 Compliance with Applicable Safeguards.**

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

### **3.2 DATA SHARING PARTNER Data Responsibilities.**

#### **A. Use Limitation.**

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

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



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

**C. Background Review and Reasonable Assurances Required of Agents.**

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

**D. Ongoing Responsibilities to Safeguard Protected Information.**

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

5. **Training.** DATA SHARING PARTNER shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of this Agreement.

E. **Responding to Privacy Incidents, Security Incidents, and Breaches.** DATA SHARING PARTNER will comply with **this Section** for all protected information shared under this Agreement. Additional obligations for specific kinds of protected information shared under this Agreement are addressed in Section 6.2(F).

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

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

1. DATA SHARING PARTNER represents that it has audited and will continue to regularly will audit the security of the systems and processes used to provide services under this Agreement, including, as applicable, all data centers and cloud computing or hosting services under contract with DATA SHARING PARTNER. DATA SHARING PARTNER will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Agreement.
2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, subd. 1(a) and 2(a).
3. STATE DATA SHARING PARTNER agrees to make its internal practices, books, and records related to its obligations under this Agreement available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine DATA SHARING PARTNER's or STATE's compliance with Applicable Safeguards, the terms of this Agreement and accounting standards.
4. DATA SHARING PARTNER will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable timeframe.

**H. Documentation Required.** Any documentation required by this Agreement, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by DATA SHARING PARTNER, or of other matters pertinent to the execution of this Agreement, must be securely maintained and retained by DATA SHARING PARTNER for a period of six years from the date of expiration or termination of this Agreement, or longer if required by applicable law, after which the documentation must be disposed of consistent with Section 6.5 of this Agreement.

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

**J. Conflicting Provisions.** To extent that the parties determine, following consultation, that the terms of this Agreement are less stringent than the Applicable Safeguards, DATA SHARING PARTNER must comply with the Applicable

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

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

### 3.3 Data Security.

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

### 3.4 STATE Data Responsibilities.

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

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

- A. In compliance with the procedures in the Applicable Safeguards, or as otherwise required by applicable industry standards, or directed by STATE, DATA SHARING PARTNER shall immediately, destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it maintains.
- B. DATA SHARING PARTNER shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its contractors, subcontractors, or agents. DATA SHARING PARTNER and its contractors, subcontractors, or agents shall not retain copies of any Protected Information.
- C. In the event that DATA SHARING PARTNER cannot reasonably or does not return or destroy Protected Information, it shall notify STATE of the specific laws, rules or policies and specific circumstances applicable to its retention, and continue to extend the protections of this Agreement and take all measures possible to limit further uses and disclosures of the client data for so long as DATA SHARING PARTNER or its contractors, subcontractors, or agents maintain the Protected Information.
- D. DATA SHARING PARTNER shall document and verify in a report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:
  - 1. A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;
  - 2. The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to STATE; and
  - 3. The identity of organization name (if different than DATA SHARING PARTNER), and name, address, and phone number, and signature of individual, that performed the activities required by this Section.
- E. Documentation required by this Section shall be made available upon demand by STATE.
- F. Any costs incurred by DATA SHARING PARTNER in fulfilling its obligations under this Section will be the sole responsibility of DATA SHARING PARTNER.

4. **Not a HIPAA Business Associate Relationship.** This Agreement does not create a business associate relationship nor constitute a business associate agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA). If either party believes a business associate relationship might exist with regard to the protected information, and a business associate agreement between the parties has not yet been executed, that party shall immediately notify the other party, and within 10 business days or an alternative period agreed upon in writing, the

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

## Amendment 1 to Interagency Agreement 184554

Contract Start Date:	<u>10/12/2020</u>	Total Contract Amount:	<u>\$ 1,999,993.00</u>
Original Contract Expiration Date:	<u>12/30/2020</u>	Original Contract:	<u>\$ 999,993.00</u>
Current Contract Expiration Date:	<u>12/30/2020</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Contract Expiration Date:	<u>07/31/2021</u>	This Amendment:	<u>\$ 1,000,000.00</u>

This agreement is between the Minnesota Department of Health ("MDH") and the Department of Employment and Economic Development ("DEED"), individually "Agency", and collectively "Agencies".

### Recitals

1. The State has a contract with the Agency identified as SWIFT Contract number 184554 ("Original Agreement") to provide COVID-19 services.
2. This amendment is to extend the end date, increase funding and change the Consideration and Payment of the agreement due to the ongoing COVID-19 pandemic.
3. The State and the Agency are willing to amend the Original Agreement as stated below.

### Agreement Amendment

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

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

- a. Effective date: October 12, 2020, or the date MDH obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- b. Expiration date: ~~December 30, 2020~~ 07/31/2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

- a. Federal funds.
  - i. Payments under this Interagency Agreement will be made from federal funds obtained by MDH on April 27, 2020 through the Coronavirus Relief Fund, CFDA number 21.019, which was authorized by the federal CARES Act and federal funds obtained by MDH on August 01, 2019 through the Epidemiology and Laboratory Capacity (ELC) COVID-19 fund, CFDA number 93.323.
  - ii. The Notice of Grant Award (NGA) number is SLT0232.
  - iii. DEED is responsible for compliance with all federal requirements imposed on these funds and accepts full responsibility, financial or otherwise, for any obligations, requirements or penalties imposed by the Agency's failure to comply with these federal requirements.
  - iv. DEED agrees to amend this Interagency Agreement as may be necessary for the parties to maintain compliance with the federal requirements governing the Coronavirus Relief Fund and the CARES Act.
- b. Payment in exchange for services rendered will be in accordance with the line item budget set forth in Exhibits B and D, which ~~is~~ are attached and incorporated into this agreement.
- c. After contract execution, DEED will provide an invoice to MDH for the total obligation.



## Amendment 1 to Interagency Agreement 184554

- d. The funds received under this Interagency Agreement will be deposited by DEED in a dedicated account.
- e. The total obligation for all compensation and reimbursements to DEED under this agreement will not exceed ~~\$999,993~~ 1,999,993.
- f. DEED will submit no later than ~~November 25, 2020~~ June 4, 2021 a final accounting of funds in the following three categories: spent to date; planned to be spent by ~~December 30, 2020~~ July 31, 2021; and, determined will not be spent by ~~December 30, 2020~~ July 31, 2021.
- g. MDH will begin processing an Amendment to this agreement no later than ~~November 30, 2020~~ June 11, 2021 to reduce the total obligation for all costs under this agreement by the amount identified by ~~November 25, 2020~~ June 4, 2021 as "will not be spent by ~~December 30, 2020~~ July 31, 2021." These monies will be reduced out of this agreement and made available to other pandemic-related purposes by MMB before ~~December 31, 2020~~ July 31, 2021.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect. The original agreement and any previous amendments are incorporated into this agreement by reference.

### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed: **Christina Mish** Digitally signed by Christina Mish  
Date: 2021.01.12 15:24:18 -06'00'

Date: 1.12.2021 \_\_\_\_\_

SWIFT Contract No. 184554

### 3. STATE AGENCY

*Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.*

By: \_\_\_\_\_  
(with delegated authority)

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

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

### 2. CONTRACTOR

*The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

Distribution:  
Agency  
Contractor  
State's Authorized Representative - Photo Copy

Exhibit D - Project Budget

**DEED-MDH COVID OUTREACH INTERAGENCY AGREEMENT**

*Total Interagency Transfer*    **\$ 1,000,000**

**Salary & Fringe (DEED staff time)**

<u>Staff position</u>	<u># hours per week</u>	<u>Total # weeks</u>	<u>Hourly Rate</u>	<u>Total Salary</u>	<u>% Fringe</u>	<u>Fringe Total</u>	<u>Line Total</u>
Natasha Jerde, or successor	<u>1</u>	<u>28</u>	\$ 52.47	\$ 629.64	<u>37.10%</u>	\$ 233.60	\$ 863.24
Chris Johnson, or successor	<u>2</u>	<u>28</u>	\$ 36.55	\$ 2,046.80	<u>15.50%</u>	\$ 317.25	\$ 2,364.05
Joe Riskevich, or successor	<u>2</u>	<u>28</u>	\$ 28.53	\$ 1,597.68	<u>37.10%</u>	\$ 592.74	\$ 2,190.42
Jennifer Beilke, or successor	<u>4</u>	<u>28</u>	\$ 36.55	\$ 6,140.40	<u>37.10%</u>	\$ 2,278.09	\$ 8,418.49
Kim Babine, or successor	<u>2</u>	<u>28</u>	\$ 53.88	\$ 3,017.28	<u>22.58%</u>	\$ 681.30	\$ 3,698.58
Keith Deckert, or successor	<u>1</u>	<u>28</u>	\$ 49.36	\$ 1,382.08	<u>23.48%</u>	\$ 324.51	\$ 1,706.59
Duane Robeck, or successor	<u>2</u>	<u>28</u>	\$ 35.24	\$ 1,973.44	<u>26.44%</u>	\$ 521.78	\$ 2,495.22
Brad Westerlund, or successor	<u>6</u>	<u>28</u>	\$ 37.82	\$ 6,353.76	<u>45.03%</u>	\$ 2,861.10	\$ 9,214.86
<i>Total for Salary &amp; Fringe</i>							<b>\$ 30,951.45</b>

**Contractual Services (contracts to organizations, etc.)**

<u>Contractor</u>	<u>Total</u>
<i>Total available for contractors</i>	<b>\$ 969,048.55</b>
<i>Number of Contractors</i>	<b>\$ 9</b>
<i>Total available for contractors, divided by number of contractors</i>	<b>\$ 107,672.06</b>
<u>Access North Center for Independent Living of Northeastern Minnesota (CILNM)</u>	<u>\$ 107,672.06</u>
<u>Metropolitan Center for Independent Living (MCIL)</u>	<u>\$ 107,672.06</u>
<u>Southeastern Minnesota Center for Independent Living, Inc (SEMCIL)</u>	<u>\$ 107,672.06</u>
<u>Southern Minnesota Independent Living Enterprises and Services, Inc. (SMILES)</u>	<u>\$ 107,672.06</u>
<u>Independent Lifestyles, Inc. - A Center for Independent Living (ILICIL)</u>	<u>\$ 107,672.06</u>
<u>Options, Inc.</u>	<u>\$ 107,672.06</u>
<u>Blindness Learning in New Dimensions Vision Loss Resources</u>	<u>\$ 107,672.06</u>
<u>Duluth Lighthouse for the Blind</u>	<u>\$ 107,672.06</u>
<u>Vision Loss Resources</u>	<u>\$ 107,672.06</u>
<i>Total for Contractual</i>	<b>\$ 969,048.55</b>

**Travel (mileage)**

<u>Purpose of Travel</u>	<u>Miles</u>	<u>Rate</u>	<u>Total</u>
N/A		\$ -	\$ -
<i>Total for Mileage</i>			<b>\$ -</b>

**Travel (other costs)**

<u>Description (e.g. parking)</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
N/A			\$ -
<i>Total for Other Travel</i>			<b>\$ -</b>

**Supplies**

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
N/A			\$ -
<i>Total for Supplies</i>			<b>\$ -</b>

Exhibit D - Project Budget

<b>Other/Miscellaneous</b>			
<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
N/A			\$ -
<i>Total for Other</i>			\$ -
<i>Total Interagency Transfer</i>			<b>\$ 1,000,000.00</b>
<i>Total DEED-VRS/DEED-SSB Administrative Costs</i>			<b>\$ 30,951.45</b>
<i>Total for Contractors</i>			<b>\$ 969,048.55</b>
<b>Total Budget</b>			<b>\$ 1,000,000.00</b>



# State of Minnesota

## Interagency Agreement

SWIFT Contract No.: 193344

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

### Agreement

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#### 1. Term of Agreement

- 1.1 Effective date. April 26, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. March 28, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Scope of Work

DHS shall sell to DEED and DEED shall buy from DHS select office furniture currently located at DHS's location at the Brown and Bigelow building in the quantities and at the prices listed in Exhibit A, which is attached and incorporated herein.

DHS shall be responsible for procuring qualified movers to disassemble and move the furniture listed in Exhibit A to DEED's designated location (the basement storage area of the Great Northern Building, 180 East Fifth Street, St. Paul, MN 55101).

DEED will pay the costs of these movers as delineated below and provide qualified staff to facilitate access for the movers at its designated location.

The move shall be conducted on a date mutually agreed to by both parties, currently anticipated to be between May 20-25, 2021.

#### 3. Consideration and Payment

The total obligation of DEED for all compensation and reimbursements to DHS under this Agreement will not exceed \$234,851.96. Of this amount, \$214,851.96 is for the furniture as listed in Exhibit A, and up to \$20,000 is for moving costs.

DHS will provide an invoice to DEED with the actual moving costs, and DEED will remit payment based on this invoiced amount. DEED will make payment within 30 days of receiving an invoice from DHS.

#### 4. Authorized Representative

DHS's Authorized Representative is Jeff Swanson, Director, Management Services Division, [jeff.swanson@state.mn.us](mailto:jeff.swanson@state.mn.us), or his successor or delegate.

DEED's Authorized Representative is Evan Rowe, Assistant Commissioner, Operations, [evan.rowe@state.mn.us](mailto:evan.rowe@state.mn.us), or his successor or delegate.

## 5. Amendments

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

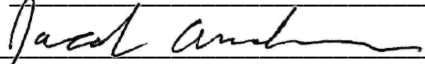
## 6. Liability

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

### 1. State Encumbrance Verification

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

Print Name: Jacob Anderson

Signature: 

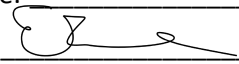
Title: Contract Coordinator Date: 5/5/2021

SWIFT Contract No. 193344 PR 61095 PO 3000432245

### 3. Department of Employment and Economic Development

*With delegated authority*

Print Name: Evan Rowe

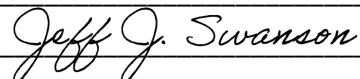
Signature: 

Title: Asst. Comm., Operations Date: 5/5/2021

### 2. Department of Human Services

*With delegated authority*

Print Name: Jeff J. Swanson

Signature: 

Title: MSD Director Date: 5/6/2021

## Exhibit A



## Brown &amp; Bigelow Building - Depreciation Schedule

## Modular Furniture, Conf Room &amp; Aux Seating

Part Number	Description	Net Price	Depreciated Value	DEED Yes	Net Total	Depreciated Total
CFS06.SL	Double Monitor Adj Arms	\$ 277.20	\$ 188.50	32	\$ 8,870.40	\$ 6,032.00
GLCAP	Grazie Four-Leg Cantilever Arm Chair, Poly	\$ 236.08	\$ 160.53	8	\$ 1,888.64	\$ 1,284.24
AH3R36ACH-74P	Athens Round Table, Adjustable Height, Chrome Column/Base, 36"Dia, 74P Edge	\$ 874.80	\$ 594.86	3	\$ 2,624.40	\$ 1,784.58
CZBTLF	CZ LED Double Arm Task Light with Freestanding Base	\$ 187.65	\$ 127.60	32	\$ 6,004.80	\$ 4,083.20
GSCR6048/EF-STR	Genesis Exposed Frame Fabric Screen, Straight, 60Wx48"H	\$ 448.89	\$ 305.25	32	\$ 14,364.48	\$ 9,768.00
GSRE3060S-74P	Genesis Basic Rectangular Electric Ht Adj, 74P Edge, 30x60"W	\$ 1,333.02	\$ 906.45	32	\$ 42,656.64	\$ 29,006.40
GSTR2472S/CR-74P	Genesis Basic Rectangular, Crank Ht Adj, 74P Edge, 24x72"W	\$ 890.37	\$ 605.45	32	\$ 28,491.84	\$ 19,374.40
KOCPUS	CPU Holder - Basic No Lock (Max. CPU size 9"W x 22.5"H)	\$ 124.20	\$ 84.46	32	\$ 3,974.40	\$ 2,702.72
S255F-74P	Synthesis Fixed Leg, Rect, T Base, Lam Top, 74P Edge, 30x60"	\$ 447.75	\$ 304.47	20	\$ 8,955.00	\$ 6,089.40
S36F-74P	Synthesis Fixed Leg, Rect, T Base, Lam Top, 74P Edge, 36x72"	\$ 530.55	\$ 360.77	17	\$ 9,019.35	\$ 6,133.09
S7L/3618T-74P	700 Series Laminate Top for Side-by-Side Units, 74P Edge, 36x18"	\$ 148.50	\$ 100.98	32	\$ 4,752.00	\$ 3,231.36
S7L/363603D	700 Series Files Lat File, 3H-36Wx18Dx39-1/4"H	\$ 601.20	\$ 408.82	32	\$ 19,238.40	\$ 13,082.24
S7L/366155M	700 Series Files Multimedia Cupbrd/ Lateral Unit-36Wx18Dx65-9/32"H	\$ 1,024.20	\$ 696.46	19	\$ 19,459.80	\$ 13,232.74
S7L/424804D	700 Series Files Lat File, 4H-42Wx18Dx51-1/2"H	\$ 882.45	\$ 600.07	6	\$ 5,294.70	\$ 3,600.42
S7P/1520MPBF	700 Series Files Mobile Ped-Pen/Box/File-20" Nominal Depth	\$ 421.65	\$ 286.72	32	\$ 13,492.80	\$ 9,175.04
SR35FX-74P	Synthesis Fixed Leg, Round, X Base, 74P Edge, 42"Dia	\$ 439.65	\$ 298.96	2	\$ 879.30	\$ 597.92
SR3FX-74P	Synthesis Fixed Leg, Round, X Base, 74P Edge, 36"Dia	\$ 381.60	\$ 259.49	31	\$ 11,829.60	\$ 8,044.19
SS35FX-74P	Synthesis Fixed Leg, Square, X Base, 74P Edge, 42x42"	\$ 524.70	\$ 356.80	55	\$ 28,858.50	\$ 19,624.00
T36F-74P	Trek Fixed Leg, Rect, T Base, 74P Edge, 36x72"	\$ 530.55	\$ 360.77	7	\$ 3,713.85	\$ 2,525.39
TOGL3672EL-74P	Toggle T-Leg Table, Rect, Dual Motor Electric Base, 74P Edge, 35-1/2x70-1/2"	\$ 877.50	\$ 596.70	6	\$ 5,265.00	\$ 3,580.20
Cobi.chair	Cobi Chairs	\$ 430.62	\$ 266.98	157	\$ 67,607.34	\$ 41,915.86
Misc	Microwaves	\$ 180.00	\$ 87.43	6	\$ 1,080.00	\$ 524.58
M3RF45-2-N	Refrigerator Turbo Air JRF-45 Turbo Air M3RF45-2-N	\$ 4,300.00	\$ 3,153.33	3	\$ 12,900.00	\$ 9,459.99
					<b>\$ 321,221.24</b>	<b>\$ 214,851.96</b>



# State of Minnesota

## Interagency Agreement

SWIFT Contract No.: 192295

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

### Agreement

#### 1. Term of Agreement

- 1.1 Effective date. April 15, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. March 28, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Scope of Work

MNIT shall sell to DEED and DEED shall buy from MNIT the following office furniture in the quantities below currently located at MNIT's Pine St. location:

- **Cubicles and conference room tables from the second floor, including:**
  - 76 standard cubes, includes
    - adjustable sit/stand
    - non-adjustable work surface
    - overhead storage bin
    - two drawer rollable storage cabinet
    - two drawer stationary storage cabinet
    - work surface lighting
    - USB/Power module on desktop
    - 2 adjustable monitor arms
  - 3 work surfaces
    - Straight 64" x23"w
    - Corner surface 52" x 41" x23"w
    - Straight 42" x 23"w
  - Conference tables
    - 120" x 54" rectangle
    - Qty 2 60" round
    - 96" x 54" rectangle

- **Pine Conference room chairs** FLC152SFP @Cosm Work Chair, qty. 24
- **Pine Conference room chairs** PIA4S1SN +Side Chair, qty. 16
- **Pine Street Conference room tables**, 10 DT1AS.2460LP +Everywhere Rectangular Table, qty. 10,

Additional details on the quantity and price of the office furniture are provided in Exhibit A, which is attached and incorporated herein.

All office furniture is sold “as-is.”

DEED shall be responsible for any costs or effort associated with disassembling and moving all office furniture from the Pine Street offices to its location of choice. DEED shall move all office furniture from the Pine Street location no later than May 25, 2021.

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

DEED shall make full payment promptly after execution of this Agreement.

The total obligation of DEED for all compensation and reimbursements to MNIT under this Agreement will not exceed \$201,279.86.

### **4. Authorized Representative**

MNIT’s Authorized Representative is Bruce Zimmerman, Information Systems Manager, 651-201-1138, [bruce.zimmerman@state.mn.us](mailto:bruce.zimmerman@state.mn.us), or his successor or delegate.

DEED’s Authorized Representative is Evan Rowe, Assistant Commissioner- Operations, 651-259-7230, [evan.rowe@state.mn.us](mailto:evan.rowe@state.mn.us), or his successor or delegate.

### **5. Amendments**

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

### **6. Liability**

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

### **7. Termination**

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

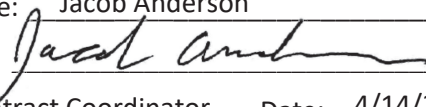


[Signature page follows]

**1. State Encumbrance Verification**

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

Print Name: Jacob Anderson

Signature: 

Title: Contract Coordinator Date: 4/14/2021

SWIFT Contract No. 192295 PR 60898 PO 3-430925

**2. Department of Employment and Economic  
Development**

*With delegated authority*

Print Name: Julie Freeman

Signature: 

Title: CFO Date: 4/16/2021

**3. Office of MN.IT Services**

*With delegated authority*

Tracy Gerasch

Print Name: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

Signature: \_\_\_\_\_  \_\_\_\_\_

Title: Procurement Director Date: 4/19/2021

EXHIBIT A - Pine Street Summary

PINE STREET EQUIPMENT DETAILS  
4/7/2021

Invoice Item	Floor	Qty	Price per Item	Equipment Cost	Project Management	Shop Drawings	Installation	Tax	Total Cost	Undepreciated Balance	Annual Rate of Depr	Master Lease Balance	Sale Price
158954 Pine Street - 4 Conference Room Tables	2nd	4	892.49	3,569.94	95.91	141.95	2,332.66	483.56	6,624.02	5,409.62	10.0%	4,696.16	4,696.16
158954 Pine Street - 4 Hotel Stations	2nd	4	833.08	3,332.31	89.53	132.50	2,177.39	451.37	6,183.10	5,049.53	10.0%	4,383.56	4,383.56
158954 Pine Street - 4 Private Offices	2nd	4	2,462.19	9,848.74	264.60	391.62	6,435.33	1,334.05	18,274.34	14,924.04	10.0%	12,955.75	12,955.75
158954 Pine Street - Add Stackler to 1 Station	2nd	1	106.33	106.33	2.86	4.23	69.48	14.40	197.30	161.12	10.0%	139.87	139.87
158954 Pine Street - Add 72 Wing Panels	2nd	72	313.24	22,553.54	605.94	896.80	14,736.86	3,054.96	41,848.09	34,175.94	10.0%	29,668.57	29,668.57
158954 Pine Street - 2 Stations near Private Offices	2nd	2	2,890.69	5,781.38	155.33	229.89	3,777.65	783.11	10,727.35	8,760.67	10.0%	7,605.25	7,605.25
158954 Pine Street - 2 Stations from COB	2nd	2	1,336.43	2,672.86	71.81	106.28	1,746.49	362.05	4,959.49	4,050.25	10.0%	3,516.08	3,516.08
138788 (72) 6x8 and 8x6 Workstations	2nd	72	3,863.00	278,135.76				21,503.19	300,038.95	200,025.95	10.0%	123,558.81	123,558.81
168085 Pine Conference room chairs	1st	24	657.49	15,779.76				1,242.66	17,022.42				10,213.45
168085 Pine Conference room chairs	1st	16	241.82	3,869.12				304.69	4,173.81				2,504.29
168085 Pine Street Conference tables	1st	10	314.88	3,148.80				247.97	3,396.77				2,038.06
413,445.64										272,557.13		186,524.06	201,279.86

## **STATE OF MINNESOTA INTERAGENCY AGREEMENT**

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

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

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

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

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

**WHEREAS**, effective April 8, 2015, DEED and Minnesota Housing executed an Interagency Agreement that transferred two DEED employees to Minnesota Housing; transferred the remaining FY2015 appropriated funds for the Olmstead Office to Minnesota Housing (and in later years through Interagency Agreements for the FY2016, FY2017, FY2018, FY2019 and FY2021 appropriations); and transferred oversight responsibility for the administration of any future OIO agency collaboration tools, if needed, which are to be paid for from the OIO budget.

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

### **Agreement**

#### **1 Term of Agreement**

- 1.1 **Effective date:** July 1, 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 Minnesota Housing will take physical possession, oversight and management of the FY2021 appropriated funds as of the effective date of the agreement.
- 2.2 All data at both Minnesota Housing and DEED, required to operate the OIO and fulfill the Executive Order 19-13 will be made accessible to the members of the OIO.

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

- 3.1 DEED will transfer all FY2021 appropriations for the OIO (\$1,269,000) to Minnesota Housing within five days after receipt of the appropriations.

#### **4 Conditions of Payment**

N/A.

#### **5 Authorized Representative**

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

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

**6 Amendments**

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

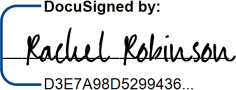
**7 Liability**

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

**8 Termination**

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

**Minnesota Housing Finance Agency**

By: Rachel Robinson  
(with delegated authority)   
Title: Deputy Commissioner  
Date: 8/4/2020

**Minnesota Department of Employment and Economic Development**

By: Blake Chaffee  
(with delegated authority)   
Title: Deputy Commissioner  
Date: 8/13/2020



## STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is by and between the OFFICE OF THE GOVERNOR and the DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (agency).

### **Services**

The OFFICE OF THE GOVERNOR agrees to provide:

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

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

### **Term of Agreement**

*Effective date:* July 01, 2020

*Expiration date:* June 30, 2021

### **Consideration and Payment**

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

The total obligation for the agency is \$120,000.00 for the fiscal year ending June 30, 2021. Fiscal year payment should be processed by July 15, 2020. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

### **Conditions of Payment**

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

### **Authorized Representative**

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

**Amendments**

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


**Liability**

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

**Termination**

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

**AUTHORIZED SIGNATURES****Agency Signature**

By: 

Title: Commissioner

Date: 06/29/2020

**Office of the Governor Signature**

By: Amanda M. Simpson

Title: COO

Date: 6.26.20

**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
ADMINISTRATIVE DIRECTIVE**

Pursuant to Minnesota Statutes, Section 16B.37, Subdivision 5, the following administrative reorganization is made with prior approval of the Governor.

In order to improve efficiency and avoid duplication in the operation of state government, an employee from the Department of Commerce will be transferred to the Department of Employment and Economic Development to continue the agency's work of having broadband services available to all homes and businesses in the state.

Consistent with the transfer of duties, the following position and the incumbent, with all accrued benefits, is transferred from the Department of Commerce to the Department of Employment and Economic Development, Office of Broadband Development:

<b><u>Position Number</u></b>	<b><u>Incumbent</u></b>	<b><u>Classification</u></b>	<b><u>Employee ID</u></b>
01020161	Diane C Wells	Public Utilities – Regulation Unit Manager	00320487

Nothing in this order shall be construed as abrogating or modifying any rights enjoyed by the affected employee under Minnesota Statute 43A.18, or the managerial plan for public employees, or one of its appointing authorities.

The Department of Employment and Economic Development and the Department of Commerce shall take all necessary actions to provide for prompt and orderly transition of the employee including the transmission of all records, data, supplies, and equipment relative to the assigned work and employee.

**Funds Transfer:**

Consistent with the transfer of duties, the Department of Commerce will transfer any remaining FY2020 funds from the \$100,000 appropriation they received in their administrative services budget, for the support of broadband development, to the Department of Employment and Economic Development. In FY2021, the \$100,000 appropriated for support of broadband in the Department of Commerce's administrative services budget, will be transferred to the Department of Employment and Economic Development to support the Office of Broadband Development.

This Administrative Directive is effective July 1, 2020.

Agreed to:



Steve Grove, Commissioner  
MN Department of Employment and  
Economic Development

Agreed to:



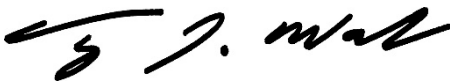
Steve Kelley, Commissioner  
MN Department of Commerce

Approved:



Alice Roberts-Davis, Commissioner  
MN Department of Administration

Approved:



Tim Walz  
Governor



Date: January 12, 2021

To: Kwesi Pasley, MMB Executive Budget Officer  
Elizabeth Connor, MMB Executive Budget Coordinator

From: Evan Rowe, Assistant Commissioner

RE: Intra-fund Transfer Between Programs

Pursuant to Minnesota Statutes 16A.285, this letter is to notify you of a transfer of appropriation between programs.

This transfer is consistent with legislative intent and the money being transferred is not specified for an item within an activity. This agency general fund operating supplement was appropriated to DEEDs General Support division in 2015 session and further increased in the 2017 session to enable the agency to maintain service levels. The funding was allocated across DEED Divisions to help offset the wage, insurance, and pension increases over the past six years. DEED has transferred the funding to each division to better manage division budgets and to more accurately report spending at divisional levels.

The money is being transferred between programs in BFY21 is as follows.

<b>Transfer from Appropriation:</b>	<b>Approp ID</b>	<b>FY 2021</b>
DEED Operating Adjustment GF	B224907	(\$581,000.00)
<b>TOTAL Transfers</b>		(\$581,000.00)
<b>Transfer to Appropriation:</b>	<b>Approp ID</b>	<b>FY 2021</b>
Vocational Rehab-Extended Employment	B223440	\$14,976.00
Vocational Rehab-MI-Support Employment	B223447	\$4,517.00
Services for the Blind State	B223485	\$126,222.00
General Support Services	B224900	\$30,880.00
MN Trade Office	B221900	\$25,000.00
Small Business Office	B221800	\$39,000.00
BCD Business Development	B221095	\$20,405.00
BCD Community Finance	B221098	\$215,000.00
BCD Business Finance	B221096	\$35,000.00
General Support Services	B224900	\$70,000.00
<b>TOTAL Transfers</b>		\$581,000.00

Please let me know if you have any questions related to these transfers.

## FY 2021 General Fund Operating Holdback Accounting and Budget Instructions

### AMA/SWIFT

Agencies will need to establish a new Appropriation (AppropID) using AMA with the following attributes.

Attribute	Value
Fund	1000 (General)
Approp Descr	FY21 Operating Holdback
Approp Type	01 (Regular – Direct Appropriation)
Budget Authority	A (only option for a type 01)
LLBC	03 (Appropriation)
Legal Citation 1	MS 16A.055
Amount	\$0
Status	HOLD

Agencies should establish the new appropriation in their general administration/operating budget program and activity.

Agencies will then need to identify amounts from General Fund operating appropriations summing to the total agency target and transfer from those appropriations to the new holdback appropriation. **In the transfer description field, please enter “FY 2021 administrative operating holdback (Agency Name)”.**

### BPAS

Because the holdback has been initiated after the BPAS data load, agencies will also need to enter the holdback transfers to the new holdback appropriation in BPAS.

Once transferred to the new holdback appropriation, agencies will need to eliminate the account net by distributing the funding to the new BPAS “FY 2021 Holdback” expenditure account code 43333.

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

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

### RECITALS

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

### AGREEMENT

DEED and Admin agree as follows:

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

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

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

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

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

APPROVED:

**1. DEED:**

By: \_\_\_\_\_

Printed Name: Julie Freeman

Title: Chief Financial Officer

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

**2. Admin:**

By: \_\_\_\_\_

Name: Laurie Beyer-Kropuenske

Title: General Counsel, Director of Community Services

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



# State of Minnesota Interagency Agreement

ODY No. ITA22.021  
CPRS No. 78377

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

## Agreement

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### 1. Term of Agreement

- 1.1 Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2. Scope of Work

This Odyssey project focuses resources on high-impact administrative and operational priorities – thus improving quality of services received by our external and internal customers. MNIT is working with AGENCY towards a Grants Management system to provide better services and reporting at all ends of the grants management lifecycle; enhancements to personnel management systems; and improved process work flow and electronic signature capabilities.

### 3. Consideration and Payment

The AGENCY agrees to contribute \$752,000.00 USD to the Information and Telecommunications Account (“ITA”) for this project.

### 4. Conditions of Payment

- 4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.
- 4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.
- 4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

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

**4.5** In the event Legislative Advisory Commission (LAC) approval is not obtained, this Odyssey Agreement will be terminated via amendment. AGENCY is responsible for any obligation incurred after the execution of this agreement where LAC approval is not obtained. For projects approved by the LAC, AGENCY is responsible for any obligations incurred prior to LAC approval, unless otherwise approved by MNIT.

**5. Authorized Representative**

The AGENCY'S Authorized Representative is Julie Freeman, Chief Financial Officer, by phone at 651-259-7085, or by email at julie.freeman@state.mn.us, or their successor.

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

**6. Amendments**

Any amendment to this Agreement must be in writing and will 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 behaviors and the results thereof.

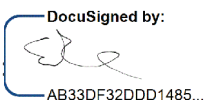
**8. Termination**

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

**1. Minnesota Department of Employment and Economic Development**

*With delegated authority*

Name: Evan Rowe

Signature:  AB33DF32DDD1485...


Title: Assistant Commissioner, Operations

Date: 6/30/2021

**2. Office of MNIT Services**

*With delegated authority*

Name: Tracy Gerasch

Signature:  58BF08075AF6441...

Title: Procurement Director

Date: 6/30/2021