

November 17, 2022

Senator Paul Utke, Chair  
Senate Health & Human Services Finance & Policy  
3403 Minnesota Senate Bldg.  
St. Paul, MN 55155

Senator Jim Abeler, Chair  
Senate Human Services Reform Finance & Policy  
3215 Minnesota Senate Bldg.  
St. Paul, MN 55155

Senator John Hoffman, Ranking Minority Member  
Senate Human Services Reform Finance & Policy  
2235 Minnesota Senate Building  
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Senator Melissa Wiklund, Ranking Minority Member  
Senate Health & Human Services Finance & Policy  
2227 Minnesota Senate Building  
St. Paul, MN 55155

Representative Tina Liebling, Chair  
House Health Finance and Policy  
477 Rev. Dr. Martin Luther King Jr. Blvd.  
St. Paul, MN 55155

Representative Jennifer Schultz, Chair  
House Human Services Finance and Policy  
473 Rev. Dr. Martin Luther King Jr. Blvd.  
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Rep. Joe Schomacker, Ranking Minority Member  
House Health Finance and Policy  
209 Rev. Dr. Martin Luther King Jr. Blvd.  
St. Paul, MN 55155

Dear Senators and Representatives,

The purpose of this letter is to report on interagency agreements, service level agreements and related agreements the Department had with other state agencies during the quarter ending September 30<sup>th</sup>, 2022. As required under Minnesota Statutes, section 256.01, subdivision 41, this report includes:

“(1) interagency agreements or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with a state department under section 15.01, state agency under section 15.012, or the Office of MN.IT Services, with a value of more than \$100,000, or related agreements with the same department or agency with a cumulative value of more than \$100,000.”

For the first quarter of the fiscal year ending September 30<sup>th</sup>, 2022, there were nine new or revised interagency agreements. Please see the chart that follows for more information.

Sincerely,



Elyse Bailey  
Budget Director

CC:

Dennis Albrecht, Senate Fiscal Analyst

Doug Berg, House Fiscal Analyst  
Joshua Riesen, MMB



**Interagency Agreements/Service Level Agreements**  
 Amended and Existing Agreements In Effect for First Quarter of FY 2023  
 Quarter Ending September 30, 2022

**DHS as Requesting Agency**

|    | Description  | Contract ID Number | Requesting Agency | Responding Agency     | Effective Date | End Date   | Legal Authority                                 | Fiscal Detail |
|----|--|--------------------|-------------------|-----------------------|----------------|------------|---|---------------|
| 1  | Fraud Investigations                                 | 138650             | DHS               | BCA                   | 7/1/18         | 6/30/23    | M.S. 471.59                                     | 1,500,000     |
| 2  | Quality Assurance Exam of MCOs                       | 143149             | DHS               | MDH                   | 6/19/18        | 6/18/23    | M.S. 16C.05, subd. 2                            | 386,486       |
| 3  | MSOP   | 144930             | DHS               | Court                 | 7/1/18         | 6/30/23    | M.S. 471.59, subd. 10; 256.01, subd. 2; 253B.19 | 818,920       |
| 4  | Potable Water  | 149142             | DHS               | DOC - Moose Lake      | 9/1/18         | 8/31/23    | M.S. 16C.05, subd. 2                            | 55,000        |
| 5  | Dental Community Clinic Facility Space Rental        | 161629             | DHS               | Central Lakes College | 7/1/19         | 6/30/24    | M.S. 471.59, subd. 10                           | 22,875        |
| 6  | Office of MN.IT Services                             | N/A                | DHS               | MN.IT                 | on-going       | on-going   | M.S. 16E  | on-going      |
| 7  | State Guardian                                       | 160049             | DHS               | GAL                   | 7/1/19         | 6/30/24    | M.S. 471.59 subd. 10                            | 929,586       |
| 8  | Admin Support  | 166990             | DHS               | MCDHHS                | 7/1/19         | 6/30/24    | M.S. 256C.28, subd. 4; 471.59                   | 100,000       |
| 9  | Implement LifeSkills                                 | 160063             | DHS               | MMB                   | 7/1/19         | 6/30/24    | M.S. 471.59, subd. 10                           | 377,350       |
| 10 | TANF Youth Innovation Project                        | 172808             | DHS               | DEED                  | 3/9/20         | 12/31/23   | M.S. 471.59, subd. 1, 10                        | 1,200,000     |
| 11 | Ryan White HIV Aids                                  | 137137             | DHS               | MDH                   | 11/25/20       | 12/31/22   | M.S. 471.59, subd. 1, 10                        | 10,677,157    |
| 12 | Minnesota Immunization Connection                    |                    | DHS               | MDH                   | 1/1/21         | 12/31/22   | M.S. 471.59, subd. 1, 10                        | 492,520       |
| 13 | CCAP Fraud Prevention Investigations                 | 196570             | DHS               | DPS                   | 6/15/21        | 6/30/26    | M.S. 471.59, subd. 1, 10                        | 3,250,000     |
| 14 | Sustainability Agreement                             | 196475             | DHS               | Admin                 | 7/1/2021       | 6/30/2023  | M.S. 16B.04 & 471.59                            | 120,000       |
| 15 | MAD  | 200721             | DHS               | MMB                   | 9/15/21        | 6/30/23    | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 271,171       |
| 16 | Family Planning                                      | 195901             | MDH               | DHS                   | 7/1/2021       | 6/30/2023  | M.S. 471.59                                     | 2,312,000     |
| 17 | Family Home Visits                                   | 195905             | MDH               | DHS                   | 7/1/2021       | 6/30/2023  | M.S. 471.59                                     | 17,114,000    |
| 18 | TANF Disparities                                     | 195904             | MDH               | DHS                   | 7/1/2021       | 6/30/2023  | M.S. 471.59                                     | 4,000,000     |
| 19 | MNIT/FileNet   | 195114             | MNIT              | DHS                   | 7/1/2021       | 6/30/2022  | M.S. 471.59                                     | 306,000       |
| 20 | AOG Legal Services                                   | 196957             | AOG               | DHS                   | 7/1/2021       | 6/30/2023  | M.S. 8.15 subd. 3                               | 8,000,000     |
| 21 | MAD/Subminimum Wage Task Force                       | 204449             | DHS               | MMB                   | 11/29/2021     | 4/30/2024  | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 279,160       |
| 22 | Great Start Task Force                               | 201887             | DHS               | MMB                   | 10/28/2021     | 6/30/2023  | M.S. 471.59, subd 1 & 10                        | 758,000       |
| 23 | Community First Services and Supports Implementation | 201944             | DHS               | MMB                   | 10/1/2021      | 12/21/2022 | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 255,200       |
| 24 | SNAP E&T   | 199748             | DHS               | DEED                  | 10/1/2021      | 9/30/2023  | M.S. 471.59, subd 10                            | 325,000       |
| 25 | MMIS IVV   | 204689             | DHS               | MNIT                  | 12/1/2021      | 11/30/2023 | M.S. 471.59, subd 10                            | 1,532,170     |
| 26 | Child Care & Development Block Grant                 | 203171             | DHS               | MMB                   | 10/28/2021     | 6/30/2023  | M.S. 471.59, subd 10                            | 758,000       |
| 27 | Child Care Services Stabilization Grant              | 206346             | DHS               | MMB                   | 1/14/2022      | 3/31/2023  | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 258,000       |
| 28 | MAD/Public Sector Consultants                        | 206979             | DHS               | MMB                   | 1/27/2022      | 2/28/2023  | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 147,070       |
| 29 | Child Care Services Capacity Building                | 206339             | DHS               | MMB                   | 1/14/2022      | 12/31/2022 | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 257,600       |
| 30 | Child Care Services Systems Improvements             | 206342             | DHS               | MMB                   | 1/14/2022      | 3/31/2023  | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 258,000       |
| 31 | Family Supports and Improvemnet Program              | 207664             | DHS               | MMB                   | 2/10/2022      | 12/31/2022 | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 113,000       |
| 32 | OT103 Partnership for NASHIA                         | 209712             |                   |                       | 3/24/2022      | 7/31/2026  |   |               |
| 33 | Alliant Consulting                                   | 205973             | DHS               | MMB                   | 1/7/2022       | 12/31/2022 | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 104,760       |
| 34 | Improve Group  | 206311             | DHS               | MMB                   | 1/13/2022      | 1/31/2024  | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 248,972       |
| 35 | Performance Measures Aging and Adult Services Div    | 207931             | DHS               | MMB                   | 2/23/2022      | 1/31/2023  | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 170,190       |
| 36 | MMIS IV&V  | 204689             | DHS               | MNIT                  | 1/24/2022      | 9/30/2022  | M.S. 471.59, subd 10                            | 512,450       |
| 37 | Supportive Parenting Services Study                  | 207857             | DHS               | MMB                   | 2/17/2022      | 3/31/2023  | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 143,780       |
| 38 | Covid-19 Brain Injury/MRF                            | 209543             | DHS               | MDH                   | 3/1/2022       | 7/31/2026  |   |               |
| 39 | Task Force on Eliminating Subminimum Wages           | 208137             | DHS               | MMB                   | 2/25/2022      | 2/28/2023  | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 224,400       |
| 40 | HCBS/FMAP reporting                                  | 213519             | DHS               | MMB                   | 6/9/2022       | 3/31/2024  | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 275,805       |
| 41 | Technical Assistance                                 | 210964             | DHS               | MMB                   | 4/20/2022      | 6/30/2023  | M.S. 16A.055 subd. 1a; 43A.55 subd. 2; 471.59   | 133,000       |
| 42 | Great Start Task Force                               | 211918             | DHS               | MDE                   | 5/1/2022       | 6/30/2023  | M.S. 471.59, subd 10                            | 122,188       |



**Interagency Agreements/Service Level Agreements**  
 Amended and Existing Agreements In Effect for First Quarter of FY 2023  
 Quarter Ending September 30, 2022

**DHS as Requesting Agency**

|    | Description                         | Contract ID Number | Requesting Agency | Responding Agency | Effective Date | End Date  | Legal Authority                                 | Fiscal Detail |
|----|-------------------------------------|--------------------|-------------------|-------------------|----------------|-----------|---|---------------|
| 43 | Public Safety/BCA background checks | 214807             | DHS               | BCA               | 7/1/2022       | 6/30/2027 | M.S. 16c.05, subd. 2                            | 15,000,000    |
| 44 | Chief Inclusion Officer             | 219028             | DHS               | MMB               | 9/1/2022       | 6/30/2023 | M.S. 471.59; 4.045; 16A.055                     | 119,452       |
| 45 | MAD 2023-036 - The Improve Group    | 218106             | DHS               | MMB               | 8/25/2022      | 6/30/2022 | M.S. 16A.055, subd. 1a; 43A.55, subd. 2; 471.59 | 203,937       |
| 46 | Children's Cabinet                  | 218740             | DHS               | MMB               | 9/8/2022       | 6/30/2023 | M.S. 471.49; 4.045; 16A.055                     | 105,000       |
| 47 | MDH C&TC Agreement                  | 214377             | DHS               | MDH               | 7/1/2022       | 6/30/2024 | M.S. 471.59, subd 1 & 10; 16C.05, subd. 2       | 970,484       |

**DHS as Responding Agency**

|    | Description   | Contract ID | Requesting Agency | Responding Agency | Effective Date | End Date | Legal Authority      | Fiscal Detail |
|----|---|-------------|-------------------|-------------------|----------------|----------|----------------------|---------------|
| 45 | Project Aware: School-Linked Mental Health Services | 186749      | MDE               | DHS               | 12/10/20       | 9/29/25  | M.S. 471.59, Subd. 1 | 350,000       |



# 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, Purchasing and Service Delivery Division (DHS) and Minnesota Department of Health (MDH). (This AGREEMENT refers to DHS and MDH 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 **July 1, 2022** or the date that the MDH 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 **June 30, 2024**, 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 OF THE AGENCIES

### 2.1 Program Needs and Priorities Framework:

1. MDH and DHS will identify areas of shared accountability and goals that are achievable and measurable to support education and training of public and private Child and Teen Checkup (C&TC) providers
  - i. Timeframe: As scheduled by DHS in collaboration with MDH.
    - a. October 2022 through December 2022: Data analysis and review for needs assessment, goal development, identification of strategies and implementation plan and evaluation measures.
    - b. January 2023 through December 2023: Implement Program Plan and other ideas such as pilot quality improvement projects.
    - c. January 2024 to June 2024: Continue Program Plan implementation and begin evaluation and planning for next Agreement cycle.



## **2.2 Program Assessment: DHS and MDH will meet regularly to:**

1. Incorporate health equity into program plan, trainings, and goals, and conduct ongoing conversations with the MDH Center for Health Equity.
2. Determine together using DHS data, which providers are performing C&TC services and screenings, and which geographic areas and/or systems have the largest gaps related to the delivery of individual C&TC screening components.
  - i. Timeframe: Monthly, or as needed, team meetings as scheduled by DHS in collaboration with MDH.
    - a. DHS and MDH will work together to prioritize specific C&TC screening components that will inform the Education and Program Plan.
      - i. DHS will provide data to MDH on or before July 15, 2022, and will provide additional data as necessary to further inform training and evaluation.
      - ii. The data provided by DHS will include provider types, geographic areas, and screening components as available.
    - b. The program needs and priorities identified during the timeframe of October to December 2022 shall inform the Program Plan to be established per Clause 1.3.
    - c. The Agencies will establish any mutually agreed upon sub-agreements with Minnesota professional provider organizations such as Minnesota Chapter of the National Association of Pediatric Nurse Practitioners (MNNAPNAP), Minnesota Chapter of the American Academy of Pediatrics (MNAAP), or Minnesota Academy of Family Physicians (MNAFP) or other entity as needed to implement the Program Plan per Clause 1.3.

**2.3 Program Plan.** Using the program assessment, DHS and MDH will work together to maintain and revise as needed a plan to support, educate and train clinic systems and C&TC providers and programs mandated to support and ensure C&TC screening completion. The plan:

1. Will be designed to reach all providers who provide services for the C&TC eligible population with an emphasis on cultural humility and awareness and restraint of personal biases. This may involve targeting key types or categories of providers, including future providers.
2. May incorporate relationships with external partners to reach providers (for example, health plans, Integrated Health Partnerships (IHPs), professional associations, or Tribes).
3. Will identify the modes of support, education, or training to be employed.
4. Will address health disparities as identified by DHS and MDH. For example, using information from agency publications or equity committees.
5. Will consider other public health activities and efforts underway to improve the health of the C&TC population, and other public health grants or initiatives addressing the C&TC population.
6. Will include providers and geographic regions, screening components, or C&TC population ages identified as priorities.
7. Will establish goals and objectives for support, education, or training by provider and audience type, geographic area, and topic.



8. Will include joint MDH and DHS trainings for county, tribal, or IHP C&TC staff who are responsible for outreach to families and training for local clinics.

**2.4. Evaluation.** DHS and MDH will establish an evaluation plan together that reflects the goals and objectives established in Clause 2.3. At a minimum, the evaluation data will include training attendee data.

1. MDH will request evaluations from all participants at the end of a training or workshop. MDH staff will review the training and workshop evaluation forms and provide a summary to DHS as indicated in Clause 2.7 of this agreement.
2. Six months after the comprehensive training and three months after all other trainings, MDH will survey all participants to determine, at a minimum, if they are using the skills from the training, and any additional information that should be included in the training.
3. Completed evaluation forms will be used to inform curriculum or program planning and integration efforts with external partners.

**2.5 Duties of MDH.** MDH will develop and deliver support, education and training as follows:

1. **Curriculum:**

- i. Curricula must be consistent with MDH, DHS, U.S. Department of Health and Human Services standards, recognized national best practice standards such as Bright Futures, United States Preventive Services Task Force (USPTF), Centers for Disease Control and Prevention (CDC), Minnesota Community Measurement guidelines and Minnesota-specific health data.
- ii. MDH will utilize the agreed upon Program Plan in Clause 2.3 to develop training and education. It will include learning objectives, agenda, type or mode, schedule, and learning materials as needed to meet program goals. Training will include standard in-person trainings, standard webinar trainings, customized in-person trainings, customized webinar trainings to clinic systems and medical providers, and online interactive training modules.
- iii. MDH will develop, revise, and implement “Standard Training”, which will provide participants the opportunity to obtain the knowledge and skills needed to provide C&TC services consistent with program standards.
- iv. MDH will develop, revise, and implement “Customized Training” which is designed to meet the unique needs of individual providers, clinics, or communities.

2. **Standard Training** includes:

- i. **In-Person C&TC Best Practices in Well Child Screenings (4 hours):** overview of C&TC, providing information on evidenced-based best practices, required components of a complete C&TC well child exam, and program activities of outreach, screening, results, referral and follow-up with strategies for collaboration with community partners. MDH will provide up to three training sessions in each contract year.
- ii. **In-Person C&TC Comprehensive Screening Components (3 days):** includes C&TC screening standards and components, a systematic review of a physical exam, range of normal findings, common problems that may be encountered and referral criteria. Also included, a practicum of participant demonstrations with child models, preparation homework, practice with a mentor, and on-site clinical consultation.





- Limited to Public Health Nurses (PHNs) and Registered Nurses (RNs) providing C&TC screening exams in settings as outlined by the Minnesota Health Care Programs (MHCP) Provider Manual as eligible providers. MDH will provide up to two sessions in each contract year.
- iii. **In-Person C&TC Refresher Training** (7 hours): update and review of current C&TC content and screening procedures to enhance knowledge and skills needed to provide C&TC services consistent with program standards. Limited to PHNs/ RNs providing C&TC screening exams in settings as outlined by the MHCP Provider manual as eligible providers. MDH will provide up to three training sessions in each contract year.
  - iv. **In-Person Hearing and Vision Screening Advanced Skills for Nurses** (Nurses/providers only) (7 hours): best practices for hearing and vision screening, including recent updates and guidelines for referral, common abnormalities and wide range of variability in normal findings, and an opportunity for participants to gain experience and confidence in their screening skills.
  - v. **In-Person Hearing and Vision Basic Screening Skills** (4 hours): best practices for hearing and vision screenings in children, criteria for referral, and demonstration and practice of the basic components of hearing and vision screening.
  - vi. **In-Person Hearing and Vision Screening for Clinic-Based Medical Assistants** (2 hours): best practices for hearing screening using a pure tone audiometer and vision screening using the age-appropriate vision acuity charts. Demonstration and practice of skills offers participants the opportunity to gain experience, increase consistency of screening results and improve care in Child and Teen Checkups.
  - vii. **Webinar C&TC Best Practices in Well-Child Screenings** (2 hours): These trainings provide evidenced-based recommendations for performing these specific screening procedures, and considerations and strategies for providing appropriate referral, and follow-up. MDH will provide up to three training sessions in each contract year.
    - a) Session 1: Includes an overview of Early Periodic Screening Diagnosis and Treatment (EPSDT) and C&TC, health equity, special populations, anticipatory guidance, measurements, health history and early childhood (0-5 years) developmental and social emotional health.
    - b) Session 2: Includes an overview of older child and youth mental health, tobacco, alcohol, or drug use risk assessment, physical exam, immunizations, lab tests, sexually transmitted infection (STI) risk assessments, hearing and vision screening, oral health and adolescent and young adult health.
  - viii. **Webinar C&TC Refresher training** (2 hours): These trainings provide updated information and skills needed to provide C&TC services consistent with program standards.
    - a) Session 1: Basic components include a review of current recommended and required C&TC screening procedures for infants and children 0-10 years of age including measurements, labs including TB pediatric risk assessment, developmental and social-emotional screening and referral and resources.
    - b) Session 2: Basic components include a review of current recommended and required C&TC screening procedures for adolescents including adolescent





questionnaire and toolkit, STIs and HIV, special population with a focus on justice involved youth and mental health and substance use.

- ix. **Webinar Hearing and Vision Screening Advanced Skills for Nurses** (Nurses/Providers only) (3 hours) in addition to the content offered in Hearing and Vision Basic Screening Skills, this training provides the following components:
    - a) **Hearing:** includes in-depth ear anatomy and physiology, risk assessment/hearing history, definitions of conductive and sensorineural hearing loss, performing threshold screening, otoscopy including a review of normal/abnormal findings, tympanometry, otoacoustic emissions screening (OAE), referral tracking and monitoring considerations.
    - b) **Vision:** includes a review of myopia, hyperopia, and amblyopia definitions and specific procedures that can identify each condition. Information is provided on risk assessment and history taking, performing pupillary light, and red reflex procedures.
  - x. **Webinar Hearing and Vision Basic Screening Skills** (2 hours): These trainings include an overview of hearing screening and vision screening, and why they are important, recent updates and advances in hearing and vision screening, and criteria for referral.
    - a) **Hearing Basic Screening Skills training:** includes information on basic anatomy, hearing screening measurements and definitions, audiometer care and use, preparation and performing evidence-based pure tone screening and play audiometry procedures, including environmental noise level check, pass/refer/rescreen criteria, and documentation.
    - b) **Vision Basic Screening Skills training:** information on external anatomy, visual pathways, visual conditions students would be looking for during vision screening, performing evidence-based vision screening procedures including the use of recommended visual acuity charts, plus lens screening, and pass/refer/rescreen criteria, and documentation.
  - xi. **MDH will provide a minimum of 7 vision and hearing training described above in v. (In-person Hearing and Vision Basic Screening Skills) and x. (Webinar Hearing and Vision Basic Screening Skills).** Often these audiences are combined to accommodate the demand of customers. This number may be adjusted to reflect larger audiences reached on a virtual platform, which may decrease the need for as many trainings.
3. **Customized Training** includes but is not limited to the following areas:
- i. **Ages and Stages Questionnaires Training (ASQ-3 or ASQ-SE-2):** Tailored to the clinic or health system's needs. Includes tool overview, implementation, interpretation of results, and referral resources.
  - ii. **C&TC for Adolescents and Young Adults:** Focus on practical tools to support 1:1 time with the adolescent patient, improve youth experience, meet preventive health quality measures, and support healthy transition to young adulthood.



- iii. **Developmental and Mental Health Screening:** Tailored to audience needs. Core curriculum includes a review of C&TC developmental and mental health screening recommendations and requirements, choosing a validated tool, successful implementation of the screening processes, interpreting results, family-centered decision making, making referrals, community resources, and navigating a sometimes too-complicated system.
  - iv. **Childhood Lead Screening:** Targeted to those who provide any/all components of a C&TC well-child exam or health-related services to children and families. Content includes outline of C&TC lead screening requirements, procedure considerations, and review of the impact of elevated lead levels.
  - v. **Oral Health and Fluoride Varnish:** Review of the C&TC oral health requirements, understanding of early childhood caries (ECC) disease progression, increased risks of ECC in the C&TC eligible population, use of the AAP Oral Health Risk Assessment Tool, and resources for oral health education. Includes information on C&TC requirements and resources for implementation of fluoride varnish application in a C&TC setting.
  - vi. **Individualized Requests:** Providers, clinics, and communities can submit a request for customized training not included in this list. Those requests will be reviewed in light of the agreed-on applicability to C&TC and available resources. MDH will inform DHS of customized training requests.
  - vii. MDH will provide 8-10 customized training sessions in each contract year as requested by public and/or private providers.
4. **Online Interactive Training Modules.** MDH will review all C&TC online learning modalities (including via Learning Management Systems, recorded webinars, modules and courses) for accurate and up-to-date information annually. New learnings will be developed as outlined in the agreed upon Program Plan per clause 2.3.
5. **Training Scheduling.** MDH will coordinate the scheduling of training sessions.
- i. MDH will provide DHS with a list of scheduled trainings with dates, times, and locations quarterly during each Agreement year, and provide updates to this schedule as appropriate.
  - ii. MDH will reschedule or change training sessions canceled due to low enrollment or inclement weather, if feasible.
  - iii. MDH will establish the minimum recommended number of participants for training sessions based upon the annual program plan priorities, resource utilization, type of training and location.
6. **Advertising and Marketing.** MDH will work with DHS to advertise and market C&TC training, education, and resources.
- i. MDH will notify all interested persons or agencies of the available trainings.
    - a. Virtual trainings will be posted a minimum of three (3) weeks prior to the training date.
    - b. In-person trainings will be posted a minimum of six (6) weeks prior to the training date.
    - c. For scheduled revisions after notice has been given, notice will be given to all interested persons or agencies with as much advance notice as possible.



- ii. MDH will submit to DHS a master flyer template of each training announcement (in electronic format) if and when the training flyers are updated from a previous version.
  - iii. DHS and MDH will collaborate regarding the distribution lists each has access to, in order to ensure information regarding all training sessions referenced in this Agreement reach the appropriate target audiences.
  - iv. MDH will post C&TC public training opportunities to a variety of web and social marketing sites and tag DHS when possible. Including, but not limited to:
    - a. C&TC SharePoint Calendar
    - b. MDH Facebook
    - c. MDH LinkedIn
    - d. Community Health Services (CHS) Mailbag
7. **Registration.** Registration will take place online via the MDH Learning Center Learning Management System (LMS).
- i. The LMS will contain and capture registrant information, contract reporting data, and training management information.
  - ii. Registration for virtual and in-person trainings will be closed a minimum of one (1) week prior to the training date.
  - iii. If MDH stops maintaining the LMS Registration System, MDH and DHS will mutually agree on an alternative online registration method.
8. **Fees.** Fees will be reviewed and adjusted, if necessary, and incorporated into the Program Plan.
- i. The C&TC Comprehensive Screening Training: MDH may charge participants a fee of \$600.00 or less per participant for those who are attending the full session and who are covered by C&TC administrative agreement funds. A reduced fee, not to exceed \$150.00, is available for C&TC providers who are not covered by administrative agreement funds. An additional reduced fee for tribal and Head Start providers can be provided based upon ability to pay. MDH and DHS will work directly with those participants to determine a fee.
  - ii. Fees for trainings other than the C&TC Comprehensive Screening training will not exceed \$16.00 per person per contact hour of training.
  - iii. Training sessions for which Continuing Medical Education (CME) credit is offered may have additional fees, based on the cost of the workshop and CME accreditation costs.
9. **Cancellation.** The cancellation policy for trainings will read as follows:
- i. C&TC Comprehensive Screening training sessions: "If cancellation is necessary, please notify MDH as soon as possible. Cancellations received up to three business days before the workshop begins are refundable, minus a \$60 processing fee. If registrant does not cancel or cancels less than three business days before the



workshop begins, registrant will be liable for the full course fee. MDH reserves the right to cancel any workshop if necessary, in which case registrants will receive a full refund.”

- ii. Cancellation Policy for all other training sessions. “If cancellation is necessary, please notify MDH as soon as possible. Cancellations received up to three business days before the workshop begins are refundable, minus a \$25 processing fee. If registrant does not cancel or cancels less than three business days before the workshop begins, registrant will be liable for the full course fee. MDH reserves the right to cancel any workshop if necessary, in which case registrants will receive a full refund.”
- iii. Cancellation policy for webinar training sessions. “If cancellation is necessary, please notify MDH as soon as possible. Cancellations received up to two business days before the workshop begins are refundable. If registrant does not cancel or cancels less than two business days before the workshop begins, registrant will be liable for the full course fee. MDH reserves the right to cancel any workshop, if necessary, in which case registrants will receive a full refund.”
- iv. Registrations and payments made through an electronic system shall be refunded according to the cancellation policy and shall be refunded to the account charged. MDH reserves the right to waive cancellation fees when appropriate.

#### 10. Technical Assistance and Consultation.

- i. MDH will complete an individual C&TC 1:1 consultation for all newly trained RN or PHN providers as part of the Comprehensive Screening Component training. The purpose of this consultation is to help the participant attain proficiency in the physical exam component, critical assessment, planning to meet patient care needs, and documentation of the C&TC visit. Consultation is provided initially through telephone/Skype and culminates with a minimum of at least one visit onsite to observe the participant complete a C&TC visit.
- ii. MDH will provide technical assistance to MHCP managed care and fee-for-service providers, Integrated Health Partnerships, county and tribal staff, Head Start and tribal health providers, C&TC Coordinators, managed care representatives, and other providers/ programs required to follow C&TC schedule on C&TC-related components and best practices.
- iii. MDH will provide consultation and technical assistance to state professional healthcare provider organizations, higher education health care training programs, and state and national organizations on C&TC screening best practices.
- iv. MDH will participate in projects that involve quality improvement in well-child screening components such as Interagency Developmental Screening Task Force, MN Community Measurement, and others as mutually agreed.
- v. MDH will provide consultation to DHS on C&TC Coordinator trainings and updates of C&TC materials developed by DHS, such as screening documentation forms, dental periodicity schedule, C&TC brochures, and other related activities as agreed to by MDH and DHS.
- vi. MDH will develop, revise, and maintain C&TC Fact Sheets, the MDH C&TC web site, health history forms, and other related activities and projects as agreed to by MDH and DHS.
- vii. MDH will ensure that documents and web-based materials are formatted for



compliance with the Americans with Disabilities Act (ADA) and will follow MDH communication policy requirements.

## **2.6 Staffing.**

1. MDH will provide staff as specified in Attachment A, “SFY2023 Budget,” and Attachment B, “SFY 2024 Budget” (budgets), which are attached and incorporated into this Agreement, to ensure that the duties and requirements of this Agreement are met.
2. MDH will maintain a Staffing Plan that will provide the needed level of expertise to meet the needs of the C&TC program. Expertise considerations for child health consultants include but are not limited to knowledge, experience, and skills in clinical pediatric training, provider engagement/relations, adult education / learning, and quality improvement efforts. Expertise considerations for health educators include but are not limited to knowledge, experience, and skills in adult education learning/ training, and community / customer engagement.
  - i. The Staffing Plan will identify “key personnel” by name.
  - ii. MDH will submit the initial Staffing Plan to DHS by July 15, 2022.
  - iii. MDH and DHS will notify the other of any proposed changes in staffing.
    - a. Changes in the position classifications for key personnel must be agreed upon in writing (which may include e-mail) by DHS and MDH.
    - b. MDH and DHS will provide timely notification of changes in key personnel.
3. MDH may hire and supervise student workers or interns to conduct research, gather information, and perform other functions as necessary to support the C&TC activities of both agencies.
4. MDH staff will supervise, review and edit student worker/intern work to assure quality work products before requesting DHS approval.
5. To maximize the Federal Financial Participation (FFP) rate for this activity, MDH agrees to staff the services it performs in accordance with the requirements of 42 C.F.R., section 432.50(d) at all times during the term of this Agreement and will maintain all necessary documentation and reporting to qualify for FFP funding for staff services.

## **2.7 Reporting.** MDH will prepare and submit to DHS:

1. C&TC Comprehensive Screening Components training attendee list.
2. Semi-annual training and workshop evaluation summaries.
3. Annual report within 90 days of the end of each Agreement year. The report will include the following elements:
  - i. Program Plan.
    - a. In the annual report to DHS, MDH will provide a summary of all training activities (in-person and web-based) and attendees for the year.
    - b. When reporting on the C&TC Comprehensive Screening 3-day training sessions provided, MDH will include participant type and a summary of individual consultations provided.
    - c. For C&TC online learning and web-based training, the report will include the number of participants who registered for and/or completed each training, and participant professional role.
    - d. The report will include a narrative describing how the curriculum for in-person training has changed or been updated to meet the participants’ needs, as well as new developments in the Maternal and Child Health (MCH) field.



- e. The report will include a summary of all the in-person training participant evaluations.
- f. The report will include a statement of total fees collected for each of the trainings.
- g. The report will include a summary of all training cancellations and reason for cancellation.
- ii. Student worker/intern: MDH will provide a summary of work completed by student worker/interns under this Agreement to DHS. A copy of the work products produced by student worker/interns shall be provided to DHS, if requested.
- iii. Technical Assistance and Consultation. The report will summarize consultation and technical assistance to C&TC Coordinators, public health agencies, tribal health agencies, Head Start, health plan representatives and others.

**2.8 Annual Expenditure Report.** MDH will submit an annual expenditure report to DHS in accordance with Attachments A and B (budgets).

1. The report will summarize all expenditures by line item and must identify the funding source(s) and amounts of the State matching funds expended.
2. The report will include all costs attributable to MDH in order to carry out the duties and requirements of this Agreement.
3. The report will be prepared in compliance with all applicable federal regulations and requirements including: Title XIX of the Social Security Act, Code of Federal Regulations, Titles 42 and 45, OMB Circular A-87, "Cost principles for State, Local and tribal Governments", and applicable provisions within the State Medicaid manual, to ensure that costs claimed for federal reimbursement are accurate and reflect only actual costs incurred for the services provided under this Agreement.
4. The report will identify expenditures eligible at both the fifty percent (50%) and seventy-five percent (75%) rates of federal financial participation.
5. The report will be submitted no later than sixty (60) days following the end of each Agreement year.
6. DHS will furnish a formatted document or spreadsheet to MDH for this report.

## **2.9 Duties of DHS.**

1. For training sessions on C&TC Screening components developed and implemented by DHS, DHS will:
  - i. Prepare for and conduct training session presentations or portions thereof in consultation with MDH.
  - ii. Coordinate and schedule DHS' C&TC-related training sessions and meetings with county and tribal C&TC Coordinators and staff, Integrated Health Partnerships, public health, Head Start, statewide clinic providers and provider organizations such as MNNAPNAP, MNAAP, or MNAFP.
2. DHS will inform MDH of changes to state and federal regulations related to C&TC and Early Periodic Screening, Diagnosis and Treatment (EPSDT) in a timely manner.
3. DHS will inform MDH in a timely manner of staffing changes, changes to programmatic information which is pertinent to services, components, and standards included in Agreement training sessions.



4. DHS will inform MDH of Agreement expectations, including all necessary documentation and reporting requirements necessary to secure Federal Financial Participation (FFP) for activities under this Agreement to meet the requirements of 42 C.F.R., section 432.50(d).
5. In consultation with MDH, DHS will revise, update, and develop C&TC materials that reflect current C&TC screening standards and are used for a C&TC screening visit.
6. DHS will respond to all MDH requests for review of training materials, curricula, or revisions within two weeks of receipt or within a mutually agreed upon time.
7. DHS will participate in meetings with MDH to develop training session agendas and materials, schedules, joint presentation planning, and any other Agreement responsibilities as needed.
8. DHS will include MDH C&TC staff on all bulletins, updates, newsletters and other pertinent program information sent to all C&TC providers. For example, Integrated Health Partnerships, Administrative Service Providers, clinic personnel.
9. DHS will provide to MDH the reporting format and or details necessary for MDH to comply with all applicable federal regulations and requirements.
10. DHS will provide regular data reports as mutually agreed upon, and will provide additional data as needed to inform MDH in the development of their training plan and/or content of trainings.

**2.10 Interagency collaboration.** DHS and MDH will:

1. Attend C&TC interagency staff meetings held at least two times per Agreement year. These meetings will be comprised of MDH and DHS staff for the purpose of discussing Agreement implementation and progress toward C&TC program goals. These may be convened by either agency to discuss the status of this Agreement, duties of the parties, review draft materials, and identify and solve problems.
2. “Consultation between DHS and MDH,” “Consultation with DHS,” and “Consultation with MDH,” when used in this Agreement, shall mean written correspondence, whether by memo, letter, or e-mail, to assure clear communication. Oral decisions made during conversations and meetings must have written confirmation by both MDH and DHS through a follow up email or letter that can be initiated by either MDH or DHS. All consultation requests made by either party will be acknowledged and addressed within one week unless otherwise specified.
3. DHS and MDH will review this Agreement at a minimum of six (6), twelve (12), and eighteen (18) months from the effective date to determine if substantive changes in responsibilities, budget allocations supported by DHS, or training session fees are warranted. If a change in responsibilities which is outside the scope of this Agreement is warranted, an amendment to this Agreement to reflect the agreed upon changes may be required.

### **3. FUNDING, COMPENSATION, AND TERMS OF PAYMENT**

**3.1. Agency funding responsibilities.** Funding for this activity will be provided by State funds from MDH and by Federal funds from DHS. The total budget for this activity for SFY 2023 and SFY 2024 is





summarized in attached Attachment C, “Child & Teen Checkups Provider Training Budget,” which is attached and incorporated into this Agreement.

1. MDH receives a Legislative appropriation for the State share of this activity. MDH will fund this activity in an amount not to exceed **one hundred and ninety thousand dollars (\$190,000.00)** in SFY 2023 and in an amount not to exceed **one hundred and ninety thousand dollars (\$190,000.00)** in SFY 2024.
2. DHS will fund this activity to the maximum amount of Federal Financial Participation allowed per 42 C.F.R., section 432.50 in an amount not to exceed **four hundred eight-two thousand eight hundred eighty-seven dollars (\$482,887.00)** in SFY 2023 and in an amount not to exceed **four hundred eighty-seven thousand five hundred ninety-seven dollars (\$487,597.00)** in SFY 2024.

**3.2. Compensation.** Compensation will be consistent with the budgets found in Attachment A, Attachment B, and Attachment C.

1. Transfers of funds out of a budget line item into another budget line item in an amount which will exceed ten percent (10%) of the total amount approved for the Agreement year, or ten thousand dollars (\$10,000.00), whichever is less, must be requested in writing in advance by MDH and have prior approval from DHS in writing; including e-mail.
2. Reimbursement will be cost reimbursement by DHS to MDH, made quarterly, and based on the previous quarter’s expenses as documented by itemized invoices

### **3.3 Terms of Payment.**

1. MDH will present itemized invoices to DHS for services performed on a quarterly basis, no later than three (3) months after the end of the quarter for which payment is requested.
2. DHS will pay MDH within thirty (30) days after MDH has presented invoices for services performed, and DHS’s authorized representative accepts the invoiced services
3. Invoices will include all budget-line categories found in Attachments A and B and will include all costs attributable to MDH in order to carry out the functions of this Agreement.
4. MDH will furnish information on any accounts, expenditures, or reports as requested by DHS or as may be necessary for audit purposes or compliance with FFP requirements; such as receipts, travel vouchers, and labor distribution reports.
5. Costs within each budget-line category will identify expenditures eligible for state and federal financial participation and must itemize costs at both the 50% and 75% rates of federal financial participation (FFP) to be claimed per 42 C.F.R., section 432.50.

**3.4. Total Obligation.** The total obligation for all compensation and reimbursements to MDH under this AGREEMENT will not exceed **nine hundred seventy thousand four hundred eighty-four dollars (\$970,484.00)**.



**3.5. 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 MDH. In the event of such termination, MDH shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. MDH is responsible for compliance with all applicable federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by MDH's failure to comply with federal requirements.
2. DHS is responsible for compliance with all applicable federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by DHS's failure to comply with federal requirements.
3. To maximize the Federal Financial Participation rate for this activity, MDH agrees to staff the services it performs in accordance with the requirements of 42 C.F.R., section 432.50(d) at all times during the term of this Agreement.
4. Requirements for subrecipients of federal funds.
  1. *Pass-through requirements.* MDH acknowledges that, if it is a subrecipient of federal funds under this AGREEMENT, MDH may be subject to certain compliance obligations. MDH 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 MDH 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. *Agency Name:* Minnesota Department of Health (Must match the name associated with the DUNS number.)
  3. *MDH's Data Universal Numbering System (DUNS) number:* Click here to enter number 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 MDH's name.
  4. *Federal Award Identification Number (FAIN):* 2205MN5ADM
  5. *Federal Award Date:* Awarded quarterly, October 1, January 1, April 1, and July 1 of each federal fiscal year (The date of the award to the MN Dept. of Human Services.)

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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>



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: 889,430.00
  - B. Total Amount Awarded by DHS for this project to MDH: \$889,430.00
8. *Federal Award Project description*: Provides financial assistance to States for payments of medical assistance on behalf of categorically-eligible and medically-needy persons.
9. *Name*:
  - A. Federal Awarding Agency: Centers for Medicare and Medicaid Services, Department of Health and Human Services
  - B. MN Dept. of Human Services (DHS)
  - C. Contact information of DHS's awarding official: State Medicaid Director, Minnesota Department of Human Services, PO Box 64963, St. Paul, MN 55164-0963
10. *CFDA Number & Name*: Payments are to be made from federal funds obtained by DHS through Catalog of Federal Domestic Assistance (CFDA) No. **93.778**
11. Is this federal award related to research and development?:  Yes  No
12. Indirect Cost Rate for this federal award is: 21.70% per MDH's agreement with the Federal government
13. Closeout terms and conditions for this federal award: See, generally, 42 CFR Subchapter C, and 45 CFR § 75.381.

**4. CONDITIONS OF PAYMENT.** MDH 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 **Amy Zeitz** or her successor. Phone and email: **amy.zeitz@state.mn.us, 651-431-2916**. This representative has final authority for accepting MDH's services and will certify acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. MDH.** MDH's Authorized Representative is **Karen Fogg** or her successor. Phone and email: **karen.fogg@state.mn.us, 651-201-3872**. MDH will immediately notify DHS if MDH's Authorized Representative changes at any time during this AGREEMENT.

**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 MDH 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.**

**10.1.** It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to MDH under this AGREEMENT. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.

**10.2.** It is expressly agreed that MDH will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. § 160 or 164. Accordingly, MDH is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this AGREEMENT. Therefore, MDH is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this AGREEMENT. If MDH has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this AGREEMENT, MDH will be responsible for its own compliance.

**10.3.** Notwithstanding paragraph A and B, in its capacity as MDH under this AGREEMENT, MDH must comply with the provisions of the Data Practices Act under Minn. Stat., ch. 13. Any data created, collected, received, stored, used, maintained or disseminated by MDH in performing its duties under this AGREEMENT is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the MDH or DHS.

**10.4.** If the MDH receives a request to release data created, collected, received, stored, used, maintained or disseminated by MDH in performing its duties under this AGREEMENT, MDH must immediately notify and consult with the DHS's Authorized Representative as to how the MDH should respond to the request.

**10.5.** MDH's must comply with Minn. Stat. § 13.05, subd. 5, and establish appropriate security safeguards for all records containing data on individuals.



**10.6.** MDH must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by MDH in performing its duties under this AGREEMENT.

**11. OTHER PROVISIONS. None.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

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

By: Cathy Seurer  
DocuSigned by: E54485EBE2AE4D8...

Date: 6/23/2022

SWIFT Contract No: 214377

SWIFT PO #: PO 3000092002

2. MDH

By: Jennifer Krutzky  
DocuSigned by: 6EC42ACE2A0248A...

Title: Accounting Director

Date: 6/24/2022

3. DHS

By: Julie Marquardt  
DocuSigned by: 93E152400CEA424...

With delegated authority

Title: Deputy Assistant Commissioner

Date: 6/24/2022

Distribution:  
DHS – Original (fully executed) contract  
MDH  
Contracting & Legal Compliance, Contracts Unit- #0238



## ATTACHMENT A. SFY 2023 BUDGET

| Item   | Amount         |
|--|----------------|
| Direct Costs   |                |
| Salaries & fringe  | 568,049        |
| Other Direct Costs   |                |
| Subcontracts, consultants  | 12,409         |
| Supplies, phones, copies, staff development, travel and seminars support | 21,343         |
| Subtotal - other direct costs  | 33,752         |
| Subtotal, all costs  | 601,801        |
| Indirect costs   | 86,104         |
| <b>TOTAL</b>   | <b>687,905</b> |

Indirect costs are calculated per MDH's agreement with the Federal government, at twenty-one and seven-tenths percent (21.7%).





## ATTACHMENT B. SFY 2024 BUDGET

| Item   | Amount         |
|--|----------------|
| Direct Costs   |                |
| Salaries & fringe  | 580,020        |
| Other Direct Costs   |                |
| Subcontracts, consultants  | 9,147          |
| Supplies, phones, copies, staff development, travel and seminars support | 16,334         |
| Subtotal - other direct costs  | 25,481         |
| Subtotal, all costs  | 605,501        |
| Indirect costs   | 86,942         |
| <b>TOTAL</b>   | <b>692,443</b> |

Indirect costs are calculated per MDH's agreement with the Federal government, at twenty-one and seventy eight hundredths percent (21.7%).



## ATTACHMENT C. Child & Teen Checkups Provider Training Budget: SFY 2023 – 2024

|   | Total              | DHS 6028<br>(federal share) | MDH<br>6124/6101<br>(state share) |
|---|--------------------|-----------------------------|-----------------------------------|
| <b>Salaries, Fringe Benefits</b><br>based on actual MDH costs             | \$1,148,070        | \$767,823                   | \$380,247                         |
| <b>Other Direct Costs</b><br>(sub contracts, trainings, travel, supplies) | \$59,233           | \$29,617                    | \$29,617                          |
| <b>Sub Total All Costs</b>  | \$1,207,303        | \$797,440                   | \$409,864                         |
| <b>Indirect 21.7%</b>   | \$173,045          | \$173,044                   |                                   |
| <b>Grant Total 2 Year Agreement</b>                                       | <b>\$1,380,348</b> | <b>\$970,484</b>            | <b>\$409,864</b>                  |

# State of Minnesota

## Interagency Agreement

This Agreement, and all amendments and supplements to the agreement (“Agreement”), is between the Minnesota Department of Public Safety, acting on behalf of the Bureau of Criminal Apprehension (“BCA”), and the Department of Human Services (Primary ORI MN920120Z and Adam Walsh Act ORI MNAWA000Z) (“DHS”). BCA and Agency are collectively referred to in this Agreement as “the parties.”

### Recitals

BCA is the State Identification Bureau for the State of Minnesota and is responsible for fingerprint identification services including submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation (“FBI”) subsequent to conducting Minnesota records checks. Agency has a number of federal laws and state statutes, noted in the attached addendum, that have been approved or are pending approval by the United States Attorney General as compliant with Public Law 92-544.

Agency also has a number of federal laws and corresponding state statutes that authorize access to federal and state data for the purposes of compliance with laws including but not limited to the National Child Protection Act and the Volunteers for Children Act, the Adam Walsh Act, Child Care Development Block Grant Act, and Family First Prevention Services Act, Minnesota Statutes 299C.60-299C.64, and Minnesota Statutes Chapter 245C.

Agency requires access to state and federal data in support of its obligation to conduct background checks as provided by the aforementioned authorities. The purpose of this Interagency Agreement is to memorialize the requirements for Agency to obtain and maintain access to data necessary to conduct background checks, and the limitations that apply to the data that Agency obtains under this Agreement.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date BCA obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, or on July 1, 2022, whichever occurs last.
- 1.2 Expiration Date.** This Agreement expires 5 years from the date it is effective.
- 1.3 Survival of Terms.** The following clauses survive the expiration or cancellation of this Agreement: Audits at Section 2.9, Investigation of Alleged Violations at Section 3, Minnesota Government Data Practices at Section 9, and Liability at Section 12.

## 2. Scope of Agreement

### 2.1 Request Submission.

**2.1.1 Fingerprint-Based Background Checks.** Agency agrees that it shall collect fingerprints from those individuals for whom a fingerprint-based background check is authorized and required, except where FBI allows checks to be done without fingerprints.

When Agency uses fingerprints, the fingerprints shall be captured so they meet the requirements of National Institute of Standards and Technology Special Publication 500-290. Agency shall ensure that all fields required on the fingerprint submission are completed. If any of these requirements are not met and a fingerprint-based background check is requested by Agency, BCA shall deny the request. Agency shall forward the fingerprints and other requisite documentation to the BCA via a secure method.

**2.1.2 Name and Date of Birth-Based Background Checks.** Agency agrees that it shall collect the name(s) and date of birth from those individuals for whom a name and date of birth background check is authorized and required. The name and date of birth request shall be in the format agreed upon by BCA and Agency and shall be transmitted to BCA via a secure method.

**2.1.3 Provision of Reasons for Requests for both Fingerprint-Based and Name and Date of Birth-Based Background Checks.** At the time of submission, Agency shall provide the reason for each request per the attached addendum. If Agency fails to either provide the reason for the request or provides an improper reason for the request, the request shall be denied or delayed.

### 2.2 Request Processing.

**2.2.1 Fingerprint-Based Background Check Processing.** On receipt of fingerprint-based requests that include the appropriate reason for the request per the requirements in Clauses 2.1.1 and 2.1.3 for which Agency is authorized to receive, BCA shall conduct a query that may include, but is not limited to, a check of the Minnesota Automated Fingerprint Identification System (AFIS) and Criminal History System (CHS) for any records that match the fingerprints submitted. When authorized, BCA shall also forward the fingerprints to FBI for processing. When authorized, BCA shall conduct a query of the Minnesota Predatory Offender Registry (POR), using the name and date of birth provided in the request. Any data authorized for dissemination for the reason requested shall be returned to Agency.

**2.2.2 Name and Date of Birth Background Check Processing.** On receipt of name and date of birth requests that include the appropriate reason for the requests, per the requirements of 2.1.2 and 2.1.3, BCA shall conduct a query of the Minnesota CHS, and when authorized, the Minnesota POR. Data that is produced as a result of the query and that Agency is eligible to receive shall be provided to Agency.

**2.2.3** BCA shall make every effort to conduct the duties outlined in this Agreement with such timeliness as to support Agency in meeting statutory timelines for background study processing under Minnesota Statute 245C.17.

**2.3 Policy Compliance.** FBI, the National Crime Prevention and Privacy Compact Council, BCA, and the State of Minnesota have laws and policies on access, reuse, audit, dissemination, screening (pre-employment), security, training, and use of the criminal history results. These policies, as amended and updated from time to time,

are incorporated into this Agreement by reference and include, but are not limited to, MNJIS Policy 5000. The policies are available at <https://bcanextest.x.state.mn.us/noncrim/launchpad/>, <https://www.fbi.gov/file-repository/compact-council-security-and-management-control-outsourcing-standard-for-non-channelers.pdf/view>, and <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. BCA will provide Agency with necessary credentials and access to LaunchPad. In addition, Agency has created its own policies to ensure that the Agency's employees and contractors comply with all applicable requirements and has the required authority to enforce these policies.

**2.4 Data Retention.** All data must be used, disseminated, stored, and destroyed in compliance with these policies as well as federal and state law, including Minnesota Statute Chapter 13 and 28 Code of Federal Regulations Part 20.

**2.5 Limitations on Access.** BCA agrees that it shall comply with applicable state and federal laws and policies when making information accessible. Agency agrees that it shall comply with applicable state and federal laws and policies when accessing, using, disseminating, and storing data.

**2.6 Requirement to Update Information.** BCA agrees that if there is a change to any federal or state law or policy that impacts the work or relationship between BCA and Agency, BCA shall send the new law or policy to Agency, in writing, within 30 days of notification of the change. Agency agrees that if there is a change to any federal or state law or policy that impacts the work or relationship between Agency and BCA, Agency shall send the new law or policy to BCA, in writing, within 30 days of notification of the change.

**2.7 Compliance with Security Requirements.**

**2.7.1 Written Policy.** Agency shall develop and maintain a written policy for discipline of individual users that complies with all applicable federal and state laws and policies. Agency shall also develop and maintain a written incident reporting plan for security violations, including violations and incidents.

**2.7.2 Security Awareness Training.** All required training by Agency employees or IT staff who have access to Criminal Justice Information ("CJI") shall be completed within six (6) months of initial assignment to a position that includes reviewing or handling CJI or gaining access to either CJI or the physical or logical space in which it is held, then repeated biennially thereafter.

**2.7.3 Employee Background Checks.** Employees and contractors, with access to CJI or the physical or logical space in which it is held, must undergo a state and federal, fingerprint-based background check prior to reviewing or handling CJI. If an individual who needs access, fails to pass the background check, said individual shall have their access to CJI and spaces revoked. The parties agree that background checks conducted under this provision are governed by separate interagency agreement between BCA and the Minnesota Department of Human Services' Office of Employee Culture, Human Resources Division.

**2.8 Pre-Approval of Modified Submission Methods & Reasons.** Agency and BCA agree that should either wish to amend any submission method or reason; or vary from the reasons specified in the Addendum, each amendment must be discussed between the parties. Any submissions that are not submitted as set forth in the Addendum or have not been discussed as changes to the Addendum shall be denied, or delayed and escalated for additional review and determination.

**2.9 Audits.** Agency agrees that both FBI and BCA may audit Agency at either auditor’s discretion. These audits may result in corrective actions to be taken by Agency. BCA will audit Agency at least once every three years, and up to once every two years to confirm compliance with all requirements.

**3. Investigation of Alleged Violations.** For purposes of this clause, “Individual User” means an employee or contractor of Agency.

**3.1 Notification of Security Violations.** Within four hours of the discovery of a security violation by any individual user, Agency shall notify BCA via a written report detailing the security violation sans any private data, including unauthorized access by Agency. The report must include any corrective actions taken by Agency to resolve the security violation. When BCA becomes aware that a violation may have occurred, BCA shall inform Agency of the suspected violation, subject to any restrictions in applicable law.

**3.2 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement.

**4. Suspension or Termination of Contracts.**

**4.1 Termination or Suspension of the Exchange of Criminal History Record Information (CHRI) For Security Violations.**

This Agreement is subject to termination by BCA, the Compact Council, or the United States Attorney General for security violations involving CHRI obtained pursuant to it.

**4.2 Termination or Suspension for Failure to Notify or Take Corrective Action.**

Notwithstanding the actions taken by the State Compact Officer, if Agency fails to provide a written report as required under Clause 3.1, or refuses to or is incapable of taking corrective action to successfully resolve a security violation, BCA, Compact Council, or the United States Attorney General may suspend or terminate the exchange of CHRI. If the exchange of CHRI is suspended, it may be reinstated after written assurances have been provided to BCA, Compact Council, or the United States Attorney General via BCA. If the exchange of CHRI is terminated, BCA’s or FBI’s data shall be deleted or returned at the request of BCA.

**4.3 Termination of Contracts with Contractors by Agency.** Under this Agreement, if Agency refuses to or is incapable of taking corrective actions to successfully resolve a security violation as a result of an Agency contractor’s actions, Agency shall terminate the contract. If the contract between Agency and contractor is terminated, Agency shall notify BCA immediately and BCA’s or FBI’s data shall be deleted and returned at the request of BCA. This clause shall survive the expiration or cancellation of this Agreement.

**5. Fees and Payment**

**5.1 Fees.** Agency shall pay BCA for all services performed under this Agreement. For each background check that is processed by BCA, Agency shall pay the fees as follows:

| Data Verified and/or Database Searched                       | New Per Transaction Fee |
|--|-------------------------|
| Name and Date of Birth Minnesota Records Search - electronic | \$3.00                  |

|  |   |
|--|---|
| Name and Date of Birth Minnesota Records Search - manual | \$15.00   |
| Fingerprint-based Minnesota Records Search – electronic  | \$6.00  |
| Fingerprint-based Minnesota Records Search – manual      | \$15.00   |
| Federal Fingerprint-based –electronic                    | The FBI portion of the fee \$18.25 is posted at <a href="https://dps.mn.gov/divisions/bca/Documents/Background-check-fees.pdf">https://dps.mn.gov/divisions/bca/Documents/Background-check-fees.pdf</a> |

**5.2 Terms of Payment.** BCA must provide supporting transactional information for manual and electronic transactions with invoicing, sufficient for Agency to determine the number of studies invoiced under each of the study categories in Sec. 5.1. Agency must pay BCA within 45 days after BCA presents invoices for services it performs.

**5.3 Billing Contacts.** The Agency agrees to notify BCA within ten (10) business days if the Agency's contact person for billing purposes changes.

## 6. Authority for Access to Criminal History Record Information

**6.1 Legal Authorities.** The parties have identified legal authorities that Agency may use to request criminal history record information from BCA. The list of legal authorities approved for use by Agency, and legal authorities for which approval is currently pending, is attached as an Addendum to this Agreement.

**6.2 Request for Legal Authorities.** The parties agree to work collaboratively to identify and obtain approval for use of federal authorities that provide Agency access to criminal history record information, including but not limited to legal authorities such as National Child Protection Act, Volunteers for Children Act, Adam Walsh Act, and Family First Prevention Services Act.

**6.3 Criminal Justice Data Communications Network.** The parties acknowledge that Agency is permitted access to the Predatory Offender Registry under Minnesota Statutes 243.166 for the completion of background studies under Minnesota Statutes Chapter 245C. In order to access the Predatory Offender Registry, Agency requires access to the BCA's criminal justice data communications network ("CJDN"), which is governed by Minnesota Statutes 299C.46. The parties agree that Agency's access to CJDN is governed by separate agreement between parties. To the extent that language conflicts between the two agreements, the Joint Powers Agreement for CJDN Access controls access to both the CJDN and the Predatory Offender Registry and remaining topics are controlled by this agreement.

**7. Outsourcing Agreements & Pre-Approval.** When federal authority does not permit Agency access to BCA or federal records through the process outlined in Paragraph 6 and Agency relies on PL 92-544 as authority to submit a query to BCA, Agency agrees that it shall comply with all elements of FBI's Security and Management Control Outsourcing Standards for Non-Channelers ("Standards"), as required and shall enter into an agreement with BCA to reflect these standards.

**8. Collaboration.** The parties agree to perform their respective obligations under this Agreement to the best of their ability. If either party concludes that provisions of this Agreement have not been met, the authorized representatives identified in Section 10



shall meet and confer with the purpose of establishing a corrective action plan to resolve the noncompliance.

- 9. Government Data Practices.** Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Agency under this Agreement. The remedies of Minn. Stat. sec. 13.08 and 13.09 apply to the release of the data referred to in this clause by either Agency or BCA.

**10. Authorized Representatives**

**10.1 BCA's Authorized Representative** is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent  
Address: Dept. of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Avenue East  
Saint Paul, MN 55106

Telephone: 651-793-1007  
Email Address: [Dana.Gotz@state.mn.us](mailto:Dana.Gotz@state.mn.us)

**10.2 Agency's Authorized Representative** is the person below, or her successor:

Name: Dawn Davis, Deputy Inspector General – Background Studies Div.  
Address: Department of Human Services – Office of Inspector General  
444 Lafayette Road North  
St. Paul, MN 55155

Telephone: 651-431-2113  
Email Address: [dawn.davis@state.mn.us](mailto:dawn.davis@state.mn.us)

**11. Amendments**

Any amendment to this Agreement must be in writing and shall not be effective until executed and approved by the same parties who executed and approved the original Agreement, or their successors in office. The parties agree to meet and confer beginning in May 2026 in order to negotiate the terms of a new interagency agreement that will succeed and replace this Agreement.

**12. Liability**

Each party shall be responsible for its own acts and behavior and the results thereof including the dissemination of any data outside of the two parties.

**13. Assignment**

Neither BCA nor Agency shall transfer any rights or obligations under this Agreement.

**14. Termination**

Either party may terminate this Agreement at any time, with or without cause, upon a 30 day written notice to the other party. If this agreement is terminated, any records from BCA or FBI shall be deleted or returned at the request of BCA.

**1 State Encumbrance Verification**

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

By: *Ruthie Jacci*  
9780AF8E93764DF...

Date: 6/29/2022

Purchase Order Number: 3000092312

**2 Department of Human Services**

By: *Dawn Davis*  
D4E300CE40944D5...  
(with delegated authority)

Printed Name: Dawn Davis

Title: Deputy Inspector General – Background Studies Division

Date: 6/29/2022

**3 Department of Human Services**

By: *Nikki Farago*  
609ECAC1219CAD3...  
(with delegated authority)

Printed Name: Nikki Farago

Title: Deputy Commissioner

Date: 6/29/2022

**4 Department of Public Safety; Bureau of Criminal Apprehension**

By: *Dana Gotz*  
BA9413DA85744EB...  
(with delegated authority)

Printed Name: Dana Gotz

Title: Deputy Superintendent

Date: 6/29/2022

### Addendum

This Addendum sets forth the legal authorities under which the Minnesota Department of Human Services (“Agency”) may request criminal history record information from the Minnesota Bureau of Criminal Apprehension (“BCA”) to allow Agency to fulfill its obligations under Minnesota Statutes, chapter 245C. Agency and BCA (collectively “the parties”) may amend this Addendum from time to time as may be necessary. The legal authorities listed below include the Adam Walsh Act (“Adam Walsh”) (42 U.S.C. §16911(8)), the Child Care Developmental Block Grant Act, (“CCDBG”) (42 U.S.C. §9858(f)), the National Child Protection Act and Volunteers for Children Act (“NCPA/VCA”) (42 U.S.C. §§5119a and 5119c), the Family First Prevention Services Act (“FFPSA”) (42 U.S.C. §672), and Public Law 92-544 (“PL 92-544”) (28 U.S.C. §534).

| <b>Health and Human Services Background Study Sub-types</b>         | <b>Federal Authority to Be Used</b> |
|---|-------------------------------------|
| Adoption - special needs  | Adam Walsh                          |
| Adoption and Transfer of Permanent Legal & Physical Custody (TPLPC) | Adam Walsh                          |
| DHS Licensed Programs, Family Child Foster Care                     | Adam Walsh                          |
| Child Foster Care   | Adam Walsh                          |
| Tribal Foster Care and Adoption                                     | Adam Walsh                          |
| Tribal Child Care   | CCDBG                               |
| Certified License Exempt Child Care Centers                         | CCDBG                               |
| DHS Licensed Programs, Child Care                                   | CCDBG                               |
| Legal Non Licensed Child Care                                       | CCDBG                               |
| Licensed children's residential facility (CRF)                      | FFPSA                               |
| Assisted Livings (with and without Dementia Care)                   | NCPA/VCA                            |
| Child protection workers - NETStudy 2.0 process                     | NCPA/VCA                            |
| Community first services and supports organizations                 | NCPA/VCA                            |
| Early Intensive Developmental and Behavioral Intervention (EIDBI)   | NCPA/VCA                            |
| Financial Management Services (FMS)                                 | NCPA/VCA                            |
| Providers of group residential housing or supplementary services    | NCPA/VCA                            |
| Providers of Housing Support Services                               | NCPA/VCA                            |
| Providers of special transportation service and NEMT                | NCPA/VCA                            |
| Substance Use Disorder Treatment                                    | NCPA/VCA                            |
| Supplemental Nursing Services                                       | NCPA/VCA                            |
| Boarding Care   | NCPA/VCA                            |
| Children's therapeutic services and supports providers (CTSS)       | NCPA/VCA                            |
| MDH & DHS Educational Programs                                      | NCPA/VCA                            |
| Facility serving children or youth licensed by DOC                  | NCPA/VCA                            |
| Guardians Ad Litem (GAL)  | NCPA/VCA                            |
| Guardians and Conservators  | NCPA/VCA                            |
| Home Care Agencies  | NCPA/VCA                            |
| Hospitals   | NCPA/VCA                            |
| Nursing Homes   | NCPA/VCA                            |
| Outpatient Surgical Centers   | NCPA/VCA                            |
| Personnel Pool Agencies   | NCPA/VCA                            |

|   |                   |
|---|-------------------|
| Board of School Administrators (BOSA)   | NCPA/VCA*         |
| Professional Educators Licensing Standards Board                              | NCPA/VCA          |
| Personal Care Assistance Program (PCPO)                                       | NCPA/VCA          |
| MNSURE  | NONE - state only |
| Minnesota Sex Offender Program  | PL 92-544*        |
| Adult Day Care/Family Adult Day Services/Adult Foster Care                    | NCPA/VCA          |
| Board and Lodging   | NCPA/VCA          |
| Residential Mental Health   | NCPA/VCA          |
| Intermediate Care Facilities  | NCPA/VCA          |
| Hospice Care  | NCPA/VCA          |
| Withdrawal Management   | NCPA/VCA          |
| Detoxification Program  | NCPA/VCA          |
| Independent Living Assistance - Youth   | NCPA/VCA          |
| Licensed Home and Community Based Services                                    | NCPA/VCA          |
| Unlicensed Consumer Directed Supports   | NCPA/VCA          |
| Unlicensed Home and Community Based Services                                  | NCPA/VCA          |
| Community Residential Settings  | NCPA/VCA          |
| Intensive residential treatment services and residential crisis stabilization | NCPA/VCA          |

\*At the time of this Agreement, the parties are actively working to secure necessary statutory changes to allow studies to be conducted under the listed authority. The parties understand and agree that until the necessary statutory changes are secured, the studies may only be conducted as "state only" studies.



## **MAD Project Number: 2023-036**

### **INTERAGENCY AGREEMENT**

### **for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agencies: **Minnesota Department of Human Services**

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

Management Analysis and Development (MAD) agrees that through its Master Contract with **The Improve Group** (Contractor) it will sub-contract with the Contractor to provide the services identified in Exhibit A, which is attached and incorporated into this contract.

#### **2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: **Marian Potter** Requesting Agency: **Rachel Shands**

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

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

Up to **\$195,937** for services provided by the Contractor, including **\$15,334** in expenses. MAD will also invoice up to **\$8,000** for contract management as documented by invoices prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$203,937**.

Contract management fees cover costs for MAD to manage the contractor, contract, invoicing, and payments to the contractor. The requesting agency will coordinate with MAD about concerns or questions regarding contract management, service standards, or performance of the contractor duties outlined. The requesting agency is responsible for determining that the contractor duties are completed and meet the expectations as laid out in this agreement before contractor invoices are paid.

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

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

**4. Condition of Payment:**

All services provided by MAD 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:**

**Upon Execution**, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **June 30, 2023**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or MAD at any time with thirty (30) days written notice to the other party. In this event, MAD 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 **Rachel Shands**. This person shall have final authority for accepting MAD'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, MAD 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 MAD 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.

**12. Contractor Monitoring:**

Requesting Agency is responsible for any monitoring of the Contractor's performance of the services in clause 1 of this agreement.

**Approved:**

1. State Encumbrance Verification  
(Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05)

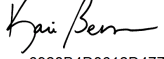
Signed DocuSigned by:  
  
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Date 8/25/2022

SWIFT Contract: #218106

SWIFT PO: 000094793

2. Requesting Agency

Signed DocuSigned by:  
  
0926B4D8612D477...

Date 8/25/2022

3. Management Analysis and Development

Signed DocuSigned by:  
  
81CEFC53B519405...

Date 8/25/2022

# Exhibit A: ACTIVITIES, COSTS, AND TIMELINES

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## Activities and timelines

### Inception phase: August 2022

Specific activities will include the following:

- Launch the project internally and review existing documents, including internal DHS documents, stakeholder documents, and reports from previous work in this area (e.g., Phase 1 report).
- Facilitate a 60-minute kick-off meeting with the DHS project team to build relationships, answer key questions to set the project direction, and outline the project workplan. This meeting can be virtual or in-person depending on DHS' guidelines and preferences.
- Communicate with the key stakeholders from Phase 1 to introduce our project team, the project, and the role we would like them to play. We will also seek input to understand their preferences for involvement in the work, including engagement methods, communications methods, and more.
- Develop the project workplan based on our conversations with DHS and key stakeholders.

*Client responsibilities: Participate in kick-off meeting; provide internal DHS documents for review; participate in biweekly meetings.*

*Deliverable: Project kick-off meeting and finalized workplan.*

### Design and Evaluation Planning Phase: September-November 2022

Specific activities will include the following:

- Facilitate a 90-minute design workshop with DHS to seek input and understand considerations in developing the evaluation plan. This workshop can be virtual or in-person depending on DHS' guidelines and preferences.
- Develop the data collection protocols for the **site visits**: This will include a standard rubric that will be applied across all sites during both the 20 in-person visits and the additional virtual visits; an interview protocol for site representatives to assess qualities and characteristics of services; and a pre- or post-site visit survey to submit data that is not readily accessible (e.g., financial information).
- Develop the data collection protocols for **participant engagement**: This will include a survey for people who access services with a mixture of close-ended quantitative questions and open-ended qualitative questions through which people will be able to share outcomes and provide their perspectives and experiences.
- Develop a **stakeholder engagement plan** to engage the stakeholders from Phase 1 at key points in this work (namely, design and interpretation).
- Engage the stakeholder group from Phase 1 through a 90-minute virtual workshop to gather their feedback on the evaluation questions, process, protocols, and other considerations. This will be an important engagement point for stakeholders, and we will draw on our facilitation skills and ability to navigate competing priorities to gather and incorporate input that is realistic and feasible for the work.
- Finalize the evaluation plan and data collection protocols, coordinating feedback from DHS and incorporating any revisions.
- Develop and submit an IRB application with the DHS IRB to seek approval for our participant engagement activities.



*Client responsibilities: Participate in design workshop; provide input and feedback on the evaluation plan and materials; participate in biweekly meetings.*

*Deliverable: Evaluation plan informed by stakeholder engagement that includes evaluation questions; plans for site visits and participant engagement; data collection protocols; analysis and reporting plans; stakeholder engagement plan to gather feedback; and IRB application process and approval.*

## **Data Collection Phase: December 2022-April 2023**

Specific activities will include:

**Request participant demographic data and provider data from DHS.** We will request data from DHS on participant contact information, participant demographics, and relevant information about providers. On the participant side, contact information will be used for participant engagement, and the demographic information will be incorporated into the findings during the subsequent analysis phase. On the provider side, the data will help us understand the nature of the relationships between the housing and home care service provider agencies during analysis.

**Conduct in-person site visits at 20 sites chosen in the design phase as part of a proportional sample stratified by region to ensure representation from across the state.** Depending on DHS' interest, we can also stratify the sample by other site/setting characteristics from which it will be important to have in-person representation (e.g., ensuring site visits in the same region include settings that serve people on different waivers). To do this, we will carry out the site visit plan using the protocols we developed with DHS and stakeholders.

**Conduct virtual site visits with the remaining sites through collaboration software or over the phone.** We anticipate these will get at the same information with a heavier focus on the qualitative interviews with site representatives and the pre- or post-visit survey.

**Implement the participant engagement survey.** As described above, we will seek to make the participant engagement survey accessible for people to encourage participation. The participant survey will include a mixture of close-ended quantitative questions and open-ended qualitative questions through which people will be able to share outcomes and provide their perspectives and experiences about their services and living arrangements. We anticipate:

- Providing the survey to the entire population via mail (with a QR code or paper return option).
- Offering the survey online and by telephone, including a dedicated telephone line for participants to call and request a time to take the survey.
- Using a variety of outreach methods, including direct outreach during site visits, written outreach, and follow-up telephone calls to encourage participation.
- Including incentives to increase participation and compensate people for their time and expertise.

*Client responsibility: Provide participant data; participate in biweekly meetings.*

*Deliverable: Site-specific evaluations (in person and virtual) conducted; participant engagement conducted.*

## **Analysis Phase: April-May 2023**

Specific activities will include:

- Cleaning, organizing, and coding the data collected.
- Analyzing the rubric data from the in-person site visits.
- Analyzing qualitative data from site visit representative interviews and the open-ended participant engagement survey responses.

- Analyzing quantitative data, including close-ended participant engagement survey responses and developing descriptive analytics of the DHS demographic data.
- Developing a simple profile of a licensed assisted living facility based on license requirements for comparison to exempt settings.
- Synthesizing the data analysis into a report to share emerging findings, gather feedback, and help us make meaning of what we found.
- Facilitating an initial emerging findings workshop with DHS to gather feedback and interpret the results. This workshop can be virtual or in-person depending on DHS' guidelines and preferences.
- Facilitating a second virtual emerging findings workshop with the stakeholders from Phase 1 to incorporate stakeholder voice into the findings.

*Client responsibility: Participate in the emerging findings workshop; participate in biweekly meetings.*

*Deliverable: Emerging findings report.*

### Sharing phase: May-June 2023

Specific activities will include:

- Developing drafts of the individual-level provider findings (e.g., digestible 2-page report for each site that could be presented as part of a dashboard) and the summary with themes and findings across providers.
- Facilitating a feedback and finalization process with DHS.
- Closing out the project and reflecting on learnings and next steps.

*Client responsibility: Provide input and feedback on the report deliverables; participate in a closing meeting; participate in biweekly meetings.*

*Deliverable: Final report, including individual provider-level findings (could be presented as a dashboard) and a summary with themes and findings across providers.*

### Project management (ongoing)

- A project lead who oversees the project, is the primary point of contact, and ensures quality.
- Bi-weekly virtual check-ins with DHS to ensure the project progresses smoothly, on time, and on budget.
- Software that helps track activities, assignments, and deadlines.
- Tools and structures to use at each phase of every project, from questions to ask in our kick-off meeting to a toolkit designed to help us work with clients to outline final reports.

### Estimated costs

Our total estimated budget for consulting time and related expenses is **\$195,937**, including **\$180,603** in consulting time and **\$15,334** in expenses. These estimates are based on the activities that are described in the work plan.

### Estimated consulting budget

Our estimate of consulting time and budget for the phases proposed in our workplan are as follows:

| Phase                          | Estimated Budget |
|--------------------------------|------------------|
| Inception                      | \$12,218         |
| Design and evaluation planning | \$28,244         |
| Data collection                | \$71,846         |

|  |                  |
|--|------------------|
| Analysis                                 | \$50,687         |
| Sharing                                  | \$17,608         |
| <b>Total Estimated Consulting Budget</b> | <b>\$180,603</b> |

### Estimated project-related expenses

| <b>Expense Items</b>   | <b>Estimated Expenses</b> |
|--|---------------------------|
| Travel for 20 site visits, including car rental, gas, hotel, per-diem, mileage | \$4,050                   |
| Mail survey expenses including printing, postage, business reply               | \$3,890                   |
| Survey incentives  | \$6,000                   |
| 10 percent administrative fee  | \$1,394                   |
| <b>Total Expenses:</b>   | <b>\$15,334</b>           |

### Hourly rates

| <b>Team Role</b>       | <b>2022 hourly rate</b> | <b>2023 hourly rate</b> |
|------------------------|-------------------------|-------------------------|
| Director of Consulting | \$255                   | \$265                   |
| Managing Consultant    | \$215                   | \$225                   |
| Senior Consultant      | \$190                   | \$200                   |
| Associate Consultant   | \$163                   | \$171                   |
| Assistant Consultant   | \$140                   | \$145                   |

### Fee schedule

| <b>Deliverable</b>   | <b>Amount</b>    | <b>Estimated time</b>           |
|--|------------------|---------------------------------|
| Final workplan   | \$12,218         | September 2022                  |
| Final evaluation plan  | \$28,244         | December 2022                   |
| 50 percent of site visits completed or scheduled, data request completed, and survey launched (including expenses for site visits) | \$51,257         | February 2023                   |
| Remaining site visits completed  | \$35,923         | April 2023                      |
| Emerging findings report   | \$50,687         | May 2023                        |
| Final report product   | \$17,608         | June 2023                       |
| <b>Total:</b>  | <b>\$195,937</b> | <b>September 2022-June 2023</b> |

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 471.59, 4.045, and 16A.055 this is an agreement between Minnesota Management and Budget (MMB) and the Department of Human Services (DHS 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.

DHS: Shireen Gandhi, Deputy Commissioner, or their successor designated by the Commissioner, 540 Cedar Street, St. Paul, MN 55164 [shireen.gandhi@state.mn.us](mailto:shireen.gandhi@state.mn.us) 651-431-2917.

**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: \$105,000**

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

**3. Term of Agreement:**

This agreement is effective September 1, 2022, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2023.

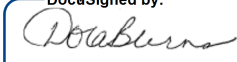
**4. Amendments:**

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

**Approval:**

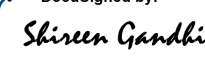
**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed:   
DocuSigned by: 5457B11AE8BB49D...

Date: 9/8/2022

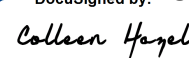
**2. [Department of Human Services]**

By:   
DocuSigned by: 473B1821927240A...  
(With delegated authority)

Title: Deputy Commissioner, Agency Effectiveness

Date: 9/8/2022

**3. Minnesota Management and Budget**

By:   
DocuSigned by: B2C5CE5912AC44F...  
(with delegated authority)

Title: Financial Director

Date: 9/8/2022

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**1. Services to be Performed:**

The Office of Inclusion 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 Office of Inclusion will also provide strategic guidance and direction across the enterprise and support the Governor’s Diversity, Inclusion, and Equity Council, and coordinate with enterprise leadership on statewide issues of equity and inclusion.

**Authorized Agents:**

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

MMB: Erin Campbell, Deputy for Enterprise Employee Relations, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, [erin.campbell@state.mn.us](mailto:erin.campbell@state.mn.us), 651-431-2917

DHS: Shireen Gandhi, Deputy Commissioner, or their successor designated by the Commissioner, 540 Cedar Street, St. Paul, MN 55164 [shireen.gandhi@state.mn.us](mailto:shireen.gandhi@state.mn.us) 651-431-5672.

**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: \$119,452.00**

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

**3. Term of Agreement:**

This agreement is effective September 1, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2023.

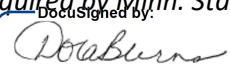
**4. Amendments:**

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

**Approval:**

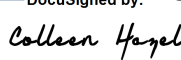
**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed:   
DocuSigned by: 5457B11AE8BB49D...

Date: 9/14/2022

**3. Minnesota Management and Budget**

DocuSigned by:  
By:   
B2C5CE5912AC44F...  
(with delegated authority)

Title: Financial Director

Date: 9/14/2022

**2. Minnesota Department of Human Services**

DocuSigned by:  
By:   
473B1821927240A...  
(With delegated authority)

Title: Deputy Commissioner, Agency Effectiveness

Date: 9/14/2022