

October 14, 2022

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

The Honorable Jim Carlson Ranking Minority Member 2207 Minnesota Senate Building The Honorable Michael Nelson, Chair House State Government Finance 585 State Office Building

The Honorable Jim Nash Ranking Minority Member 349 State Office Building

Dear Senators and Representatives:

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

All inter-agency agreements, with the exception of the MNIT SLA, are provided electronically. MNIT will be providing one copy of the SLA with their report, along with a summary of FY22 costs for all agencies.

If you have questions, please contact our Chief Financial Officer, Maggie Rittenhouse at maggie.rittenhouse@state.mn.us or 651-556-6011.

Sincerely,

Lee Ho

Temporary Commissioner

Cc: Eric Nauman, Senate Counsel, Research and Fiscal Analysis

Bill Marx, House Fiscal Analysis

Andrew Erickson, Senate Counsel, Research and Fiscal Analysis

Helen Roberts, House Fiscal Analysis

Agency		greement	FY21 Expended	Legal Authority	Durmage	Effective Date	Duration
Agency		Amount	Amount	Legal Authority	Purpose	Effective Date	Duration
Attorney General	\$	509,120	\$ 509,120	M.S. 16A.055; 8.15 subd 3	Legal Services	7/21/2021	6/30/2023
MMB	\$	77,760	\$ 56,376	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services provided to DOR 2022-196	4/8/2022	6/30/2022
ММВ	\$	28,350	\$ 14,648	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services provided to DOR 2022-195	4/21/2022	6/30/2022
MMB	\$	17,113	\$ 3,423	M.S. 16A.055, 43A.01 & 471.59	Chief Inclusion Officer	10/12/2021	6/30/2022
MMB	\$	4,500	\$ 4,500	M.S. 16A.055, 43A.01 & 471.59	Childrens Cabinet staffing and support	7/26/2021	6/30/2022
MMB	\$	10,816	\$ 2,163	M.S. 16A.055, 43A.21 & 471.59	Statewide Recruiting	8/3/2021	6/30/2022
MMB	\$	62,680	\$ 7,776	M.S. 16A.055; 43A.55 subd 2 & 471.59	MAD Services provided to DOR 2022-202	4/25/2022	6/30/2022
MMB	\$	25,000	\$ 4,412	M.S. 16A.055; & 471.59	Service Agreement #082 Investigative Services	11/4/2021	2/4/2022
MMB	\$	25,000	\$ 430	M.S. 16A.055; & 471.59	Service Agreement #097 Investigative Services	3/4/2022	6/4/2022
MMB	\$	25,000	\$ 2,129	M.S. 16A.055; & 471.59	Service Agreement #099 Investigative Services	3/3/2022	6/3/2022
ММВ	\$	25,000	\$ 6,784	M.S. 16A.055; & 471.59	Service Agreement #103 Investigative Services	3/28/2022	6/28/2022
ММВ	\$	25,000	\$ 1,453	M.S. 16A.055; & 471.59	Service Agreement #116 Investigative Services	6/1/2022	9/1/2022
MMB	\$	37,962	\$ 37,962	M.S. 16A.055; 43A.55 subd 2 & 471.59	ELM Training and Employee Development Services	11/16/2022	6/30/2022
Office of Governor Policy Advisors	\$	112,000	\$ 112,000	MS 471.59, Subd. 3	Governor's Office Admin and Personnel Oversight	7/13/2021	6/30/2022
MN.IT Services	\$	19,556,906	\$ 19,556,906	M.S. 16A.055; 16E.016	MN.IT Enterprise @ Agency IT Services to DOR	7/1/2021	6/30/2022
MN.IT Services	\$	6,005,634	\$ 6,005,634	M.S. 16A.055; 16E.016	MN.IT Enterprise Agency IT Services	7/1/2021	6/30/2022
Total	\$	26,547,841	\$ 26,325,714				

Fund Name	Transfer Out Approp ID	Transfer Out Approp ID Name	Transfer Out Amt	Transfer In Approp ID	Transfer In Approp ID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer	Date Transferred
General	G676400	Appeals, Legal, and Tax Research	\$ 1,000,000	G676600	Operations Support	\$ 1,000,000	Appropriation adjustment within Program	2017 Sp Session Ch 4, Art 1, Section 14 (g)	7/13/2021
General	G676600	Operations Support	\$ 112,000	G391300	Governor's Special Revenue Fund	\$ 112,000	Governor's Office Admin and Personnel Oversight	MS 471.59, Subd. 3	7/21/2021
General	G676200	Payment and Return Processing	\$ 4,000,000	G676600	Operations Support	\$ 4,000,000	Appropriation adjustment within Program	2017 Sp Session Ch 4, Art 1, Section 14 (g)	4/7/2022
General	G67TB06	DEED Passthrough	\$ 50,000	B221159	Film Production Credit Admin	\$ 50,000	DEED Film Production Tax Credit Admin Transfer	MS116U.27 Subd. 6	6/6/2022



STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is by and between the OFFICE OF THE GOVERNOR and the DEPARTMENT OF REVENUE (agency).

Services

The OFFICE OF THE GOVERNOR agrees to provide:

Policy advisors, communications specialists, public engagement specialists, constituent
services caseworkers, and legal staff to work closely with each agency head and/or
designees to support the work of both the agency and the Governor's Office related to
each issue area as well as Federal affairs work to represent the funding and policy
interests of the various state agencies in the nation's capital.

The Governor's Office will provide administrative and personnel oversight, with agencies having access to the staff as needed to achieve its goals.

Term of Agreement

Effective date: July 01, 2021 Expiration date: June 30, 2022

Consideration and Payment

Cabinet agencies will contribute funds to be used for salaries, fringe benefits, and operating expenses to help support work related to federal affairs, legislative and cabinet affairs staff, communications, constituent services, and legal staff.

The total obligation for the agency is \$112,000 for the fiscal year ending June 30, 2022. Fiscal year payment should be processed by July 15, 2021. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

Conditions of Payment

All services provided by the Office of the Governor under this agreement must be performed to the satisfaction of the agency's Commissioner.

Authorized Representative

The Office of the Governor's Authorized Representative is Amanda Simpson, Chief Operating Officer. The agency's Authorized Representative is the Commissioner.

Amendments

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

Liability

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

Termination

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

AUTHORIZED SIGNATURES

Robert Doty

Agency Signature

υу	-
Title	Commissioner
Date	7/12/2021
Offi	ce of the Governor Signature
Ву: _	Dels



MAD Project Number: 2022-195

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Revenue

1. Services to be Performed:

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

2. Contacts:

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

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 **150** hours at a rate of **\$175** per hour as documented by invoice prepared by MAD. MAD will also invoice up to **\$2,100** for contract management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$28,350**.

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, 2022**, 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 is **Dale Dorschner**. 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:

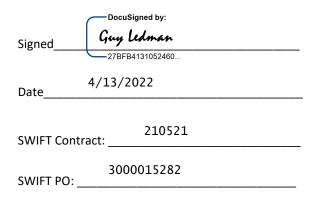
Each party will be responsible for its own acts and behavior and the results thereof.

12. Contractor Monitoring:

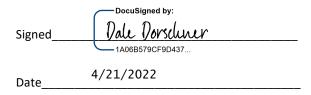
Requesting Agency is responsible for any monitoring of the Contractor that may be required under the Master Contract for the services provided, including but not limited to monitoring Contractor's compliance with HR/LR Policy #1446, COVID-19 Proof of Vaccination and Testing.

Approved:

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



2. Requesting Agency



3. Management Analysis and Development





EXHIBIT A:

MN DOR FINANCIAL ANALYSIS AND MODELING

Prepared by:

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

March 30, 2022



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TABLE OF CONTENTS

TABLE OF CONTENTS	2
PROJECT OVERVIEW	3
APPROACH	3
ASSUMPTIONS	3
ROLES & RESPONSIBILITIES	3
RESOURCE PLAN	4
BILLING & PAYMENT FOR SERVICES	4
CHANGE MANAGEMENT	5
TRISSENTIAL VALUE PROPOSITION	. 5
STATEMENT OF WORK ACCEPTANCE	. 5

PROJECT OVERVIEW

MN Dept. of Revenue (MN DOR) has identified the need for financial analysis and modeling. MN DOR would like to engage a consultant for a brief engagement to understand what data is available to financial management and design financial models that can be used today and in the future.

APPROACH

Trissential will assign a Senior Finance professional with significant hands on and strategic experience. This consultant will take an iterative approach working an estimated 15 hours per week in collaboration with MN DOR's finance team to do the following:

- 1. Gain understanding of what data is available and where within the data sources
- 2. Design financial models and reporting that will aid DOR financial management with both strategic and tactical planning
- 3. Build and test models
- 4. Document and train others on use of models

ASSUMPTIONS

- MN DOR workstation and/or Office 365 User ID and such to effectively setup meetings, communicate via Outlook and MS teams. Consultant will need access to shared drives, MS Teams, or SharePoint to ensure proper project documentation is stored and communicated via proper tools/locations. Consultant will also need read only access to SWIFT data dictionary and data, and any reporting tools connected to SWIFT.
- This work will be done remotely.

ROLES & RESPONSIBILITIES

Role	Name	Level of Effort	Responsibility
Project Sponsor	Dale Dorschner	Up to 15%	Formal guidance, approval and acceptance. Interface with Engagement Manager and Trissential as needed.
Trissential – Senior Finance Professional		100%	Conduct Financial analysis, design and develop financial models, document and train DOR employees to operate financial models.

Account Owner Cindy San Hamel			Provide all account, contract and financial	
		needed	coordination and execution.	

RESOURCE PLAN

Resource	Estimated Hours	Bill Rate/Hr.	Total		
	120-150	175.00	\$21,000 – \$26,250		

- Engagement is Time & Materials
- Total for SOW is a Not To Exceed \$ 30,000
- Travel and expenses are not included in the above estimates and will be invoiced separately. No travel is expected.

BILLING & PAYMENT FOR SERVICES

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

Statement of Work sign off - 04/8/2022 Project start - 04/18/2022 (estimated) Project completion - 06/30/2022

CHANGE MANAGEMENT

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

TRISSENTIAL VALUE PROPOSITION

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

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STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

1. Services to be Performed:

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.

Authorized Agents:

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

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

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

2. Consideration and Terms of Payment:

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

TOTAL COST: \$17,113.00

You will receive an annual invoice from MMB in October 2021. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective October 12, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

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:

10/11/2021

1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05. Signed: Guy Lulman Date: 10/11/2021 2. Minnesota Department of Revenue Docusigned by: By: With delegated authority) Title: Chief Financial Officer Date: 10/12/2021 Date: 10/12/2021 Title: Deputy Commissioner

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

1. Services to be Performed:

Minnesota Management and Budget will provide staffing and support for the Children's Cabinet (Minnesota Statutes, section 4.045), including the coordination of interagency efforts seeking to ensure that all Minnesota children are healthy, safe, and prepared to achieve their full potential.

Authorized Agents:

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

MMB: Erin Bailey, Assistant Commissioner – Children's Cabinet, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, Erin.Bailey@state.mn.us, 651-201-8044.

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

2. Consideration and Terms of Payment:

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

TOTAL COST: \$4,500

You will receive an annual invoice from MMB in July or August 2021. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

1. STATE ENCUMBRANCE VERIFICATION

Deputy Commissioner

Date: 7/26/2021

This agreement is effective July 27, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

3. Minnesota Management and Budget

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:

DocuSigned by: Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05. By: DocuSigned by: \withEdelegated authority) arolyn M.J. Signed: Chief Financial Officer -06E61F5F8D17493... 7/26/2021 197890/ 3000014760 Date: Date: 7/26/2021 2. [Minnesota Department of Revenue] DocuSigned by: By: ·E6ED2(With Belegated authority)

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

1. Services to be Performed:

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.

Authorized Agents:

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

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

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

2. Consideration and Terms of Payment:

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

TOTAL COST: \$17,113.00

You will receive an annual invoice from MMB in October 2021. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective October 12, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

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:

10/11/2021

1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05. Signed: Guy Lulman Date: 10/11/2021 2. Minnesota Department of Revenue Docusigned by: By: With delegated authority) Title: Chief Financial Officer Date: 10/12/2021 Date: 10/12/2021 Title: Deputy Commissioner

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

1. Services to be Performed:

The enterprise employee recruitment unit will provide support to and on behalf of cabinet-level agencies in the areas of diversity recruitment, recruiting for key hard to fill positions, and talent pipeline programs.

Authorized Agents:

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

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

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

2. Consideration and Terms of Payment:

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

TOTAL COST: \$10,816

You will receive an annual invoice from MMB in August 2021. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective August 10, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

4. Amendments:

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

Approval:

1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05. Docusigned by: Signed: OBEGENT STRUMM, Murphy Date: 8/3/2021 198227- 3000014783 2. Department of Revenue Docusigned by: By: ON (ASPLYS 89BA87(WFILM Edelegated authority)	3. Minnesota Management and Budget By: Docusigned by: (with delegated authority) Title: Chief Financial Officer Date: 8/3/2021
Title: CFO	
Date: 8/3/2021	



MAD Project Number: 2022-202

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Revenue

1. Services to be Performed:

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

2. Contacts:

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

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 **390** hours at a rate of **\$150** per hour as documented by invoice prepared by MAD. MAD will also invoice up to **\$4,680** for contract management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$62,680**.

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, 2022**, 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 is **Vikki Getchell**. 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:

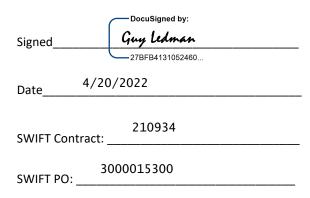
Each party will be responsible for its own acts and behavior and the results thereof.

12. Contractor Monitoring:

Requesting Agency is responsible for any monitoring of the Contractor that may be required under the Master Contract for the services provided, including but not limited to monitoring Contractor's compliance with HR/LR Policy #1446, COVID-19 Proof of Vaccination and Testing.

Approved:

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



2. Requesting Agency



3. Management Analysis and Development





EXHIBIT A - STATEMENT OF WORK:

MN DOR HUMAN RESOURCES PROCESS / SYSTEM SOLUTION

Prepared by:

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

March 24, 2022



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TABLE OF CONTENTS

TABLE OF CONTENTS	2
PROJECT OVERVIEW 3	}
APPROACH3	}
DELIVERABLES4	ŀ
ASSUMPTIONS4	ļ
ROLES & RESPONSIBILITIES5	,
RECOMMENDED RESOURCES5	,
RESOURCE PLAN6	ĺ
Billing & Payment for Services	ó
CHANGE MANAGEMENT7	,
TRISSENTIAL VALUE PROPOSITION7	,
STATEMENT OF WORK ACCEPTANCE7	7

PROJECT OVERVIEW

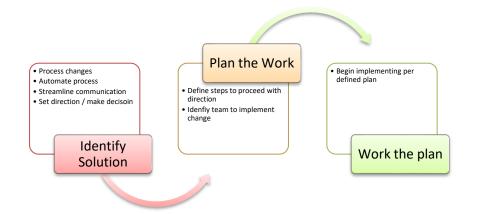
MN Dept. of Revenue Human Resources (DOR HR) has identified a need to improve their ability to track vacancies, incorporate the audit step into the vacancy process, and improve both transparency and reporting ability. DOR HR has determined the implementation of an HR request intake and tracking/monitoring tool shouldl solve this problem, as the process has recently been documented and improved. They have asked Trissential to assist them with determining the best solution, define a plan of action, and implement the solution. Trissential will facilitate discussions, analyze information, communicate effectively, document project plans, business requirements and business decisions, and act as liaison with MNIT.

APPROACH

Trissential's approach includes creating a small team that includes a fulltime consultant and leveraging a Sr. Consultant part-time that recently solved this same problem for Mn Dept of Health. These two consultants will provide a combination of skills in Project Management, Change Leadership, and Business Analysis specifically focused on IT solutions for business problems.

Trissential will do the following:

- 1. Identify the best solution to the problem
- 2. Develop an implementation plan
- 3. Begin implementation



DELIVERABLES

Solutions Identified	 Options outlined including but not limited to PRT vs MDH's HR system Gap analysis between the recommended solution and the current state Recommendation of the best solution to proceed with given the problem, sense of urgency, and ease of implementation
Plan documented as to how to proceed	High-level project plan defining the actions and decisions to be made to determine the direction and then act on that direction.
Begin implementation of the plan	Time permitting, kick off the solution implementation per the high-level project plan

ASSUMPTIONS

- Trissential will require a MN DOR workstation and/or office 365 user id and such to effectively setup meetings, communicate via outlook and MS teams.
- This work can be done remotely.
- The scope of work will remain consistent, but the approach, direction, and expected deliverables may need to adapt based on the solution decisions made.
- The consultant will work full-time for MN DOR.

ROLES & RESPONSIBILITIES

Role	Name	Level of Effort	Responsibility
Project Sponsor	Vikki Getchell	Up to 15%	Formal guidance, approval and acceptance. Interface with Engagement Manager and Trissential as needed.
Trissential – Sr Business Consulting Manager	Pam DeGrote	Up to 10%	Engagement lead and Delivery Assurance. Work with MNDOR to lead and execute this SOW. Provide oversite for Trissential team.
Trissential – Business Consultant	tbd	100%	Conduct sessions needed to define and align on problem, document solutions, facilitate decision regarding direction to proceed, create project plan to implement decision, and begin implementation by following plan
Account Owner	Cindy San Hamel	As needed	Provide all account, contract and financial coordination and execution.

RECOMMENDED RESOURCES

Business Consultant – tbd

forward for DOR Human Resources.

Sr. Business Consulting Manager – Pam DeGrote

Pam has been engaged at Minnesota Department of Health on several process improvement engagements. Over the past year, she has been actively consulting with the HRM team on technology enabled improvements. Given Pam's experience with technology and HRM, Pam is positioned well to provide engagement oversite for this DOR Human Resources effort.

RESOURCE PLAN

(The numbers listed below are full time equivalent)

Consultant	Mar	Apr	May	June
Pam DeGrote	0.0	0.1	0.1	0.1
TBD	0.0	.25	1.0	1.0

Cost & Payment for Services

Resource	Estimated Hours	Bill Rate/Hr.	Total	
Pam	40	\$150	\$6,000	
Tbd	350	\$150	\$52,500	
Total	390		\$58,500	

- Engagement is Time & Materials
- Total for SOW is a Not To Exceed \$65,000
- Travel and expenses are not included in the above estimates and will be invoiced separately. No travel is expected.

Billing & Payment for Services

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

Statement of Work sign off by 4/12/2022 Project start – 04/25/2022 (estimated) Project completion – 06/30/2022

CHANGE MANAGEMENT

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

TRISSENTIAL VALUE PROPOSITION

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

STATEMENT OF WORK ACCEPTANCE

Vihr Letall	04/07/2022	
MN DOR - Project Sponsor / Owner	Date	
Trissential Account Manager	Date	

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

- 1.1 *Effective date*: *October 18, 2021* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

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

3 Consideration and Payment

An hourly rate of \$155.00 to \$165.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

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

4 Conditions of Payment

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

5 Authorized Representative

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

6 Amendments

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

7 Liability

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

8 Termination

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

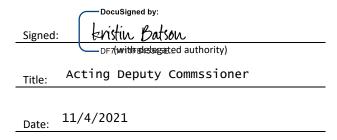
1. STATE ENCUMBERANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05. DocuSigned by: Signed: Output Date: 11/3/2021 3. DEPARTMENT OF REVENUE Signed: DocuSigned by: Signed: Title: HR Director 4

Date:

11/4/2021

2. MINNESOTA MANAGEMENT AND BUDGET

203394/3000015047



STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

- 1.1 *Effective date*: *March 3, 2022* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

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1.	Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05. DocuSigned by:		3.	3. DEPARTMENT OF REVENUE DocuSigned by:	
	Signed:	Guy Ledman		Signed:	lori Flynn
		27BFB4131052460			େ (ଲେଖନେ∉କିଞ୍ଜେଶେ authority)
	Date: 3/4/2022			Title:	CF0
	P.O./SWIFT #	± 208468/3000015213		Date:	3/4/2022

2. MINNESOTA MANAGEMENT AND BUDGET

Signed:	Docusigned by:
	7₩FIPPCBeVEEGGTeCPauthority)
	(
Title:	Chief Financial Officer
Date:	3/4/2022

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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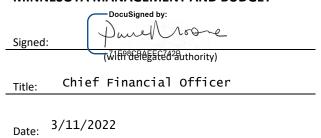
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	Signed:	Guy Ledman		Signed:	Lon Flyw
		27BFB4131052460			(ஜெர்ந்திசிவித்திக்கி authority)
	Date: 3	/11/2022		Title:	CF0
	P.O./SWIFT	- #· 208779/3000015232		Date:	3/11/2022

2. MINNESOTA MANAGEMENT AND BUDGET



WILEY REBER LAW 2020-2022

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

- 1.1 *Effective date*: *March 23, 2022* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
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1. STATE ENCUMBERANCE VERIFICATION

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

— DocuSigned by:

Signed:

Date:

Guy Ledman —27BFB4131052460.

3/28/2022

P.O./SWIFT #: 209804/3000015263

3. DEPARTMENT OF REVENUE

Signed: Lovi Flynn

____61Checitle 44sterseted authority)

Title: CF0

Date: 3/28/2022

2. MINNESOTA MANAGEMENT AND BUDGET

Signed: (with delegated authority)

Title: Chief Financial Officer

Date: 3/28/2022

WILEY REBER LAW 2020-2022

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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WILEY REBER LAW 2020-2022

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— DocuSigned by:

Signed:

Date:

Guy Ledman —27BFB4131052460.

3/28/2022

P.O./SWIFT #: 209804/3000015263

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Signed: Lovi Flynn

____61Checitle 44sterseted authority)

Title: CF0

Date: 3/28/2022

2. MINNESOTA MANAGEMENT AND BUDGET

Signed: (with delegated authority)

Title: Chief Financial Officer

Date: 3/28/2022

RATWIK, ROZAK, & MALONEY – 2020-2022

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

- 1.1 *Effective date*: May 26, 2022 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

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RATWIK, ROZAK, & MALONEY – 2020-2022

6 Amendments

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7 Liability

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

8 Termination

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

1.	STATE ENCUMBERANCE VERIFICATION	3.	DEPARTMENT OF REVENUE
	Individual certifies that funds have been encumbered as required by Mier Stat. §§ 16A.15 and 16C.05. Signed:		Docusigned by: Signed: Lon Flynn
	6/1/2022 Date:		୍ୟାଜ୍ଞାଞ୍ଜିଞ୍ଜିଞ୍ଜିଞ୍ଜିଆ authority) Title: CFO
	212867/3000015375 P.O./SWIFT #:		Date: 6/1/2022
2.	MINNESOTA MANAGEMENT AND BUDGET		
	Signed: (with delegated authority)		
	Title:		
	Date:		

STATE OF MINNESOTA INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 43A.55 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and Department of Revenue (MDOR or Requesting Agency).

1. Services to be Performed:

MMB will provide the following services:

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

Authorized Agents:

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

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

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

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

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

TOTAL COST: \$37,962.00

You will receive an annual invoice from MMB in November 2021. This invoice should be paid within 30 days of receipt.

3. **Term of Agreement:**

This agreement is effective November 16, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

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.

Date: 11/8/2021

Approval: 1. STATE ENCUMBRANCE VERIFICATION 3. Minnesota Management and Budget DocuSigned by: Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05. By: DocuSigned by: (with delegated authority) Signed: Guy Ledman Chief Financial Officer Title: 11/8/2021 Date: [Department of Revenue] By: EGE () With delegated authority) Deputy Commissioner



MAD Project Number: 2022-196

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Revenue

1. Services to be Performed:

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

2. Contacts:

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

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 **480** hours at a rate of **\$150** per hour as documented by invoice prepared by MAD. MAD will also invoice up to **\$5,760** for contract management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$77,760**.

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, 2022**, 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 is **Dale Dorschner**. 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:

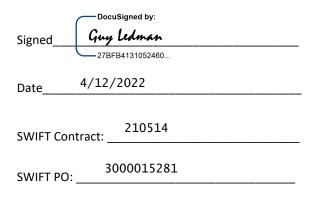
Each party will be responsible for its own acts and behavior and the results thereof.

12. Contractor Monitoring:

Requesting Agency is responsible for any monitoring of the Contractor that may be required under the Master Contract for the services provided, including but not limited to monitoring Contractor's compliance with HR/LR Policy #1446, COVID-19 Proof of Vaccination and Testing.

Approved:

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



2. Requesting Agency



3. Management Analysis and Development





EXHIBIT A - STATEMENT OF WORK:

MN DOR Hybrid Workforce Transformation Program

Prepared by:

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

March 30, 2022



1905 EAST WAYZATA BOULEVARD, SUITE 333

MINNEAPOLIS, MN 55391

888-595-7970

WWW.TRISSENTIAL.COM

TABLE OF CONTENTS

TABLE OF CONTENTS	2
PROJECT OVERVIEW	3
APPROACH3	3
DELIVERABLES4	1
ASSUMPTIONS4	1
ROLES & RESPONSIBILITIES5	5
RESOURCE PLAN5	5
BILLING & PAYMENT FOR SERVICES5	5
CHANGE MANAGEMENT 6	5
TRISSENTIAL VALUE PROPOSITION6	5
STATEMENT OF WORK ACCEPTANCE6	6

PROJECT OVERVIEW

MN Dept. of Revenue (MN DOR) has kicked off a program to support the temporary way of working due to COVID-19 and adopt a hybrid model of onsite and remote. The hybrid workforce will need less space and will support a more open working environment. These changes will require a coordinated effort across multiple workstreams including the space design firm, furniture installers, electricians, and MNIT infrastructure. In addition, the program management of this initiative, there is a significant amount of communication and change leadership to ensure all agency team members are in the loop as to what is happening, why it is happening, the benefits, and when to expect the changes. MN DOR has asked Trissential to provide a consultant that has expertise in large project or program level change management, as well as program management skills.

APPROACH

Trissential's approach will be to assign a highly skilled, senior consultant that can ensure the planning, communication, and change leadership is addressed throughout the engagement. From planning thru delivery, effective communication, coordination, and management will be expected. On this initial effort which will run through June 30, 2022, our plan will be to set up the foundation for this initiative from a program and change leadership perspective.

Trissential has both a Center of Excellence in Program Management and Change Leadership. This means the consultant will both be experienced at these skills, and they will have a library of tools and accelerators available to them in the event MN DOR does not have a specific tool.

Trissential is recommending a change leadership over a change management approach. Change leadership is most effective for larger and broader changes. Given the scope and purpose for this program, change leadership concepts will set a better foundation for the Hybrid Workforce Transformation. Following is a brief description of each:

Change Management

A set of basic tools or structures intended to keep any change effort under control. The goal is often to minimize the distractions and impacts of the change.

- Associated with smaller changes
- Keeps things under control

Change Leadership

The driving forces, visions, and processes that fuel large-scale transformations.

- An engine
- More about urgency
- More about masses of people who want to make something happen
- Big vision

DELIVERABLES

Program Plan	 Schedule that pulls all sub-project plans together. Sub-projects may include but not limited to: Facilities Infrastructure / MNIT Electrical (possibly) Space and furniture planning vendor Decision log or some sort of documentation for decisions 	
Change Plan	 Communication plan Stakeholder / Impact Analysis Communications 	
Risk Management	 Risk Plan includes: Roles/Responsibility especially decision authority for risks Risk Register Risk Monitoring and Control 	
Issue Management	Issues LogIssue Monitory and Control	
Communication Management	 Follow the Communication Plan Program progress / status updates 	

^{*}note: the above deliverables will be established as foundational for this effort.

ASSUMPTIONS

- Trissential will require a physical space for this consultant, as some of this work must be done onsite.
- MN DOR workstation and/or office 365 user id and such to effectively setup meetings, communicate via outlook and MS teams. Consultant will need access to shared drives, MS Teams or Sharepoint to ensure proper project documentation is stored and communicated via proper tools/locations.
- Trissential may add an additional resource based on required workload but will stay within the boundaries of the not to exceed \$75,000.
- A good share of this work can be done remotely.

ROLES & RESPONSIBILITIES

Role	Name	Level of Effort	Responsibility
Project Sponsor	Dale Dorschner	Up to 15%	Formal guidance, approval and acceptance. Interface with Engagement Manager and Trissential as needed.
Trissential – Sr Business Consultant		100%	Conduct Program Management and Change Leadership activities for this effort under the direction of the Sponsor
Account Owner	Cindy San Hamel	As needed	Provide all account, contract and financial coordination and execution.

RESOURCE PLAN

Resource	Estimated Hours	Bill Rate/Hr.	Total
	480	\$150	\$72,000

- Engagement is Time & Materials
- Total for SOW is a Not To Exceed \$75,000
- Travel and expenses are not included in the above estimates and will be invoiced separately.
 No travel is expected.

BILLING & PAYMENT FOR SERVICES

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

Statement of Work sign off by 04/08/2022 Project start – 04/18/2022 (estimated) Project completion – 06/30/2022

CHANGE MANAGEMENT

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

TRISSENTIAL VALUE PROPOSITION

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



STATE OF MINNESOTA INTERAGENCY AGREEMENT BETWEEN THE DEPARTMENT OF REVENUE AND OFFICE OF THE ATTORNEY GENERAL FOR FY 2022 AND FY 2023

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

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

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

NOW, THEREFORE, IT IS AGREED:

- 1. The Department has determined that it needs additional legal services for FY 2022 and FY 2023 and the Attorney General has agreed to provide those additional legal services in FY 2022 and FY 2023. For each fiscal year covered by this agreement, the Attorney General will provide an additional 3,440 hours of legal services at the hourly rate of \$148.00 for attorney services and \$89.00 for legal assistant. The Attorney General will continue to provide 5,250 hours in addition to the 3,440 hours funded by the Department in each fiscal year covered by this agreement. The actual breakdown of legal services provided by attorneys and by legal assistants will be determined with the AGO's discretion.
- 2. Terms of payment. For each fiscal year covered by this agreement, the Department shall pay or transfer to AGO the sum of \$509,120 in four quarterly installments of \$127,280 each on the first day of each quarter.
- 3. AGO will provide legal services to the Department in accordance with Minn. Stat. § 8.06, except those duties, if any, delegated to Department personnel or provided by outside counsel under section 8.06. The scope of legal services to be provided includes all matters pertaining to the Department's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, provision of training and education to Department staff, and other legal needs as may be necessary.
- 4. AGO staff will meet with the Department upon request to review priorities for legal services.
- 5. The hours of legal services provided under this agreement and the AGO self-funded hours will be recorded by AGO staff for use in the AGO billing system. When recording hours of legal services provided, the AGO staff will identify specific information about the

services provided, including identifying the appropriate AGO docket number, and names of Department staff involved, if applicable. The AGO will provide the Department with a report of all hours of services provided under this agreement and the AGO self-funded hours on a monthly basis. Each billing report will typically include 2 complete pay periods. Billing reports may contain 3 complete pay periods in certain months or less than 2 complete pay periods at the beginning and end of the fiscal year. The AGO will provide each report to the Department no later than 4 weeks after the end of the period covered by the report.

- 6. Litigation costs and expenses: including but not limited to the cost of filing legal documents and hiring expert witnesses and court reporters will be paid directly by the Department and will not come from the funds identified to be paid to AGO in this agreement. AGO staff will complete a "Notice of Need for Encumbrance" form and forward a copy to the Department before special expenses or obligations are incurred.
- 7. AGO will work to achieve compliance with federal tax information (FTI) safeguarding requirements as set forth in IRS Publication 1075. AGO will work to address any findings outlined in the IRS Safeguard Review Report that is scheduled to be issued to the Department by August 1, 2021. AGO will assume responsibility for compliance by its employees with requirements defined in IRS Publication 1075 to safeguard FTI from unauthorized access and disclosure, including but not limited to: using FTI solely for legal services authorized under this agreement; maintaining a list of employees with authorized access; configuring information systems that receive, process, store, or transmit FTI to meet IRS Publication 1075 requirements; accounting for all FTI received or created from receipt or creation through final disposition; obtaining written consent from the Department prior to granting a subcontractor access to FTI; and as further described in Exhibit A (IRS Publication 1075, Exhibit 7).
- 8. This Agreement supersedes any and all prior agreements of the parties relating to the provision of legal services. Any further amendments to this agreement shall be in writing and shall be executed as an amendment.
- 9. The authorized agent of the AGO for purposes of this Agreement is Kristine Nogosek, Assistant Attorney General Manager of the Tax Litigation & Education Division. The Department's authorized agent for purposes of this Agreement is Terese Mitchell, Director of Appeals and Legal Services.
- 10. Notwithstanding the foregoing, if there is a substantial change in the circumstances that were the bases for the parties' mutual estimate, e.g., the unexpected initiation or conclusion of a major lawsuit, the parties may then revise and renegotiate this agreement if necessary to reflect that change in circumstances.

APPROVED:

DEPARTMENT OF REVENUE	OFFICE OF THE ATTORNEY GENERAL
By: Commissioner	Ву:
Title: Commissioner Luky 17, 2021	Title: Assistant Attorney General
Date: July 17, 2021	Date: July 2, 2021
MINNESOTA MANAGEMENT AND BUDGET	
Ву:	_
Title: Deputy	_
Date: July 21, 2021	_

Exhibit A

Minnesota Department of Revenue Disclosure Agreement with Vendor IRS Addendum (IRS Publication 1075 Exhibit 7)

- Revised 12/07/2016 -

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n).
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C.

552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.