# Q1 of Fiscal Year 2026 Interagency Agreements and Transfers Report

Minnesota Department of Health
PO Box 64882
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This report and attached documents are to report on interagency agreements and transfers at the Minnesota Department of Health for Q1 of fiscal year 2026 per requirements of Minnesota Statutes, sections 15.0395, 16A.285 and 144.05, and the Laws of 2025, chapter 3, article 21, section 6.

*Upon request, this material will be made available in an alternative format such as large print, Braille or audio recording. Printed on recycled paper.*

**a Department of Health**

ear 2026 Quarter 1 Interagency Agreements and Service-Level Agreements

| Agency | Amount | Purpose | Legal Authority | Effective Date | Duration |
|---|---|---|---|---|---|
| MDE | $ 300,000.00 | Evaluate and improve service systems for children, | MS 471.59; MS Section 15.061 and 144.0742; MS 144.05 Sec b and f | 7/1/2021 | 6/30/2026 |
| DHS | $ 112,700.00 | Data collection on brain injuries as well as effect of | MS 471.59 subd 1 & subd 10 | 5/31/2022 | 7/31/2026 |
| DHS | $ 4,497,524.00 | Provide HIV/AIDS funds to subgrantees in oorder to | MS 471.59 | 1/1/2023 | 12/31/2025 |
| DHS | $ 5,424,000.00 | Support 988 Suicide and Crisis Lifeline centers, hire | MS section 245.469 subd 3 | 7/1/2023 | 6/30/2027 |
| OMAG | $ 500,000.00 | Human trafficking prosecutor for Safe Harbor | MS 471.59,Sub 10 | 3/7/2023 | 3/7/2028 |
| DPS | $ 294,250.00 | To intervene with and prevent the sex and labor | MS 144.05 subd 1b | 4/6/2023 | 9/30/2026 |
| DOC | $ 630,000.00 | Hire 2 Peer Recovery (drug overdose) specialists. To | MS Section 471.59. subd 1a, 1b, 1f, & 2(3) | 4/17/2023 | 9/30/2026 |
| DPS | $ 1,377,585.00 | DPS conduct Life Safety Code surveys of all MDH | MS CH299F.391 & MS Sec 326B.02 subd 6 | 9/22/2023 | 6/30/2026 |
| MDA | $ 150,000.00 | Provide support to MDA's Drug Residue Prevention | MS 471.59 | 11/9/2023 | 6/30/2028 |
| DHS | $ 1,100,000.00 | Minnesota Department of Health (MDH) to develop | MN Law HF2310, 4E (2023-2024) Article 3, Section 32 | 1/16/2024 | 6/30/2026 |
| DHS | $ 1,399,293.08 | MDH conduct annual, centralized, population-based | MS 471.59 | 1/1/2024 | 12/31/2025 |
| BOP | $ 500,000.00 | Electronic data sharing for providers to search the | MS 471.59 | 12/27/2023 | 8/31/2028 |
| MPCA | $ 595,632.00 | MDH will assist the MPCA in completing deliverables | MS 15.061, Sections 123.45, subd 4 | 3/5/2024 | 6/28/2027 |
| DHS | $ 800,000.00 | DHS will work with Russell Herder to enhance | MS 144.0528 | 6/1/2024 | 6/30/2027 |
| DHS | $ 1,577,334.00 | MDH will develop, deliver support, education and | MS 144.05 and 144.07 and MS 145.88 | 7/24/2024 | 6/30/2026 |
| Commerce | $ 1,200,000.00 | Regulation and financial examination of all health | MS 15.061; MS 144.05 | 8/20/2024 | 6/30/2027 |
| DHS | $ 1,808,690.85 | Facilitate partnership agreement between MDH & | MS 471.59, subd 1 & 10 | 10/1/2024 | 6/30/2028 |
| DHS | $ 2,083,343.00 | MDH will provide for refugees medical screening | MS 471.59, subd 1 & 10; 15.061; and 144.0742; MS Section 144.05, subd 2,6,8 | 10/29/2024 | 9/30/2026 |
| MMB | $ 118,690.50 | Subcontract to engage, educate, inform | MS Sections 16A.055 subd 1a; 43A.55 Subd 2; 471.59 | 10/25/2024 | 6/30/2027 |
| MMB | $ 104,325.00 | Mobilize infectious disease outbreak response teams | MS Sections 16A.055 subd 1a; 43A.55 Subd 2; 471.59 | 10/30/2024 | 12/31/2025 |
| OAH | $ 168,480.00 | Provide Independent Informal Dispute Resolution | MS 144A.10 subd 16 | 12/18/2024 | 11/19/2026 |
| MPCA | $ 2,734,571.00 | MDH will carry out the Food Sovereignty & Vibrant | MS 16C.05 subd 2 | 5/13/2025 | 9/30/2029 |
| MMB | $ 264,152.00 | MMB will contract with More Insight to assist with | MS Sections 16A.055 subd 1a; 43A.55 Subd 2; 471.59 | 1/30/2025 | 12/31/2025 |
| MDE | $ 190,000.00 | Apply federal mgrant so as to provide early | MS 16C.05 subd 2 | 6/25/2025 | 9/29/2025 |
| MMB | $ 105,833.00 | Through More Insight, MMB will assist with the | MS Sections 16A.055 subd 1a; 43A.55 Subd 2; 471.59 | 3/6/2025 | 3/31/2026 |
| MMB | $ 265,000.00 | Through Neka Creative, MMB will create a marketing | MS Sections 16A.055 subd 1a; 43A.55 Subd 2; 471.59 | 3/6/2025 | 12/31/2025 |
| DHS | $ 871,000.00 | MDH collects compliance information during quality | MS 471.59, subd 1 & 10 | 3/21/2025 | 6/30/2026 |
| Commerce | $ 281,688.00 | MDH shall provide network adequacy review services | MS 62W.03; MS 62W.05 | 7/1/2025 | 6/30/2027 |
| MMB | $ 317,799.00 | Through contract with More Insight, MMB will | MS 471.59 | 4/30/2025 | 8/31/2026 |
| MMB | $ 105,735.00 | Through contract with More Insight, MMB will | MS Sections 16A.055 subd 1a; 43A.55 Subd 2; 471.59 | 4/22/2025 | 10/31/2025 |
| MDA | $ 500,000.00 | Conduct human health risk assessments based on | MS18B.03 Subd3; Session law 24, Ch126, Art 1, sec 2, subd 2o | 6/16/2025 | 6/30/2027 |
| OMAG | $ 560,000.00 | The OMAG will investigate/prosecute wage theft in | MS 471.59 | 5/21/2025 | 11/30/2027 |
| MMB | $ 123,585.00 | MMB will provide a project team to help MDH | MS Sections 16A.055 subd 1a; 43A.55 Subd 2; 471.59 | 5/14/2025 | 3/31/2026 |
| MPCA | $ 5,000,000.00 | MDH is to provide Analytical Testing Services for | MS 16A.124 Sub 5 | 7/6/2025 | 6/30/2026 |
| DHS | $ 3,900,000.00 | MDH is to establish resident reimbursement | MS Section 144.0724 | 7/1/2025 | 6/30/2027 |
| DHS | $ 19,700,000.00 | MDH must conduct surveys, licnesure, certification | MS 471.59, subd 1 & 10 | 7/1/2025 | 6/30/2027 |
| DCYF | $ 246,000.00 | MDH provides birth certificate and recognition of | MS 144.225, subd 2, a,b g | 7/1/2025 | 6/30/2027 |
| OHE | $ 292,000.00 | OHE pays MDH for a Public Health Nursing Advisor Sr | MS 136A.1251 | 7/14/2025 | 6/30/2027 |
| AGO | $ 2,092,160.00 | Legal services for MDH | MS 8.15 3 | 7/1/2025 | 6/30/2027 |
| ADMIN | $ 10,599,959.40 | MDH Lease of Freeman building | MS 471.59 | 7/18/2025 | 6/30/2027 |
| ADMIN | $ 8,528,901.60 | Ag/Health lab building lease | MS 471.59 | 7/18/2025 | 6/30/2027 |
| MDA | $ 318,789.23 | MDH is responsible for provision of services for | MS 471.59, subd 10 | 9/5/2025 | 6/30/2027 |
| DCYF | $ 4,000,000.00 | MDH receive/distribute grant money for the purpose | MS 142G.03 Sub 5 | 9/23/2025 | 6/30/2027 |
| DCYF | $ 17,114,000.00 | MDH receive/distribute grant money for the purpose | MS 142G.03 Sub 1; MS 142G.03 Sub 5; MS Section 145A.131, Sub 1 | 9/23/2025 | 6/30/2027 |
| DCYF | $ 2,312,000.00 | MDH receive/distribute grant money for the purpose | MS Section 145.928 | 9/23/2025 | 6/30/2027 |

**Minnesota Department of Health**

Fiscal Year 2026 Quarter 1 Transfers

| TRANSFER FROM | | | TRANSFER TO | | | | |
|---|---|---|---|---|---|---|---|
| Transfer Out Agency | Transfer Out Fund Name | Transfer Out Amount | Transfer In Agency | Transfer In Fund Name | Transfer In Amount | Purpose of Transfer | Legal Authority for Transfer |
| Minnesota Department of Health | 1000 | $ (150,000.00) | Minnesota Department of Health | 1000 | $ 150,000.00 | $10k in grants administration expenses for still birth prevention grant and $1 | 24 127 67 003 02a, MS 16B.98 Subd. 14 & 251 003 21 001 |
| Minnesota Department of Health | 1000 | $ (30,000.00) | Minnesota Department of Health | 1000 | $ 30,000.00 | Grants administration for Safe harbor regional navigator grant. | Legal authority to transfer between programs under 251 003 21 006. |
| Minnesota Department of Health | 2360 | $ (1,411,000.00) | Minnesota Department of Health | 2360 | $ 1,411,000.00 | HCAF Operating adjustment; 251 003 21 005 | Admin transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (71,000.00) | Minnesota Department of Health | 1000 | $ 71,000.00 | Administration of $71,000 for cannabis expungement orders appropriated to | 251 003 21 003 15 |
| Minnesota Department of Health | 1000 | $ (71,000.00) | Minnesota Department of Health | 1000 | $ 71,000.00 | Administration of $71,000 for cannabis expungement orders appropriated to | 251 003 21 003 15 |
| Minnesota Department of Health | 1000 | $ (97,000.00) | Minnesota Department of Health | 1000 | $ 97,000.00 | Drug overdose prevention alignment of staff for implementation by Infectiou | Admin transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (121,000.00) | Minnesota Department of Health | 1000 | $ 121,000.00 | Drug overdose prevention alignment of staff for implementation by Injury Pr | Admin transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (523,000.00) | Minnesota Department of Health | 1000 | $ 523,000.00 | Taking $523k from HRD (Health Protection) to HP (Health Improvement) for | Administration funds transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (784,000.00) | Minnesota Department of Health | 1000 | $ 784,000.00 | Moving multiple appropriations from Child & Family Health to Health Operati | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (412,000.00) | Minnesota Department of Health | 1000 | $ 412,000.00 | Moving multiple appropriations from HPCD & IPMH to Health Operations/Exe | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (65,000.00) | Minnesota Department of Health | 1000 | $ 65,000.00 | Moving appropriation from PHS&P to Health Operations/Exec.Office to share | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (775,000.00) | Minnesota Department of Health | 1000 | $ 775,000.00 | Moving appropriation from HESI/OAIH/OAAHP to Health Operations/Exec.Of | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (8,000.00) | Minnesota Department of Health | 1000 | $ 8,000.00 | Moving appropriation from HRD (Workplace Violence Prev) to Health Operati | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (94,000.00) | Minnesota Department of Health | 1000 | $ 94,000.00 | Moving appropriation from EH (Lead remediation) to Health Operations/Exec | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (292,000.00) | Minnesota Department of Health | 1000 | $ 292,000.00 | Moving appropriation from IPMH (Cannabis Youth) to Health Operations/Exe | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (130,000.00) | Minnesota Department of Health | 1000 | $ 130,000.00 | Moving appropriation from HPCD (Cannabis CHB & Tribal) to Health Operatio | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (82,000.00) | Minnesota Department of Health | 1000 | $ 82,000.00 | Moving appropriation from IDEPC (Pharmacist Practice Vaccine) to Health Op | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (274,000.00) | Minnesota Department of Health | 1000 | $ 274,000.00 | Moving appropriation from Communications (Cultural Communications) to H | Administraitve transfer within budget program. |
| Minnesota Department of Health | 1000 | $ (79,000.00) | Minnesota Department of Health | 1000 | $ 79,000.00 | Moving appropriation from HP (HMO Transaction Oversight) to Health Opera | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (4,000.00) | Minnesota Department of Health | 1000 | $ 4,000.00 | Moving appropriation from IPMH/HPCD to Health Operations/Exec.Office to | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (54,000.00) | Minnesota Department of Health | 1000 | $ 54,000.00 | Moving appropriation from HP (Nurse Loan Program) to Health Operations/E | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (85,000.00) | Minnesota Department of Health | 1000 | $ 85,000.00 | Moving appropriation from EH (Climate Resiliency) to Health Operations/Exe | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (75,000.00) | Minnesota Department of Health | 1000 | $ 75,000.00 | Moving appropriation from PHL (Drug Overdose) to Health Operations/Exec. | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (585,000.00) | Minnesota Department of Health | 1000 | $ 585,000.00 | Moving appropriation from EPR (Response Sustainability) to Health Operatio | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (48,000.00) | Minnesota Department of Health | 1000 | $ 48,000.00 | Moving appropriation from IDEPC (Antibiotic Stewardship) to Health Operati | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (85,000.00) | Minnesota Department of Health | 1000 | $ 85,000.00 | Moving appropriation from CHS (Cannabis Data & Reports) to Health Operat | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (81,000.00) | Minnesota Department of Health | 1000 | $ 81,000.00 | Moving appropriation from CFH (Cannabis Prenatal) to Health Operations/Ex | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (141,000.00) | Minnesota Department of Health | 1000 | $ 141,000.00 | Moving appropriation from HP (Enforcement) to Health Operations/Exec.Offi | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (374,000.00) | Minnesota Department of Health | 1000 | $ 374,000.00 | Moving appropriation from HP (Health Care Affordability) to Health Operatic | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (97,000.00) | Minnesota Department of Health | 1000 | $ 97,000.00 | Moving appropriation from HP (Universal Health Care Analysis) to Health Op | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (107,000.00) | Minnesota Department of Health | 1000 | $ 107,000.00 | Moving appropriation from HP (Data and Reporting) to Health Operations/Ex | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (45,000.00) | Minnesota Department of Health | 1000 | $ 45,000.00 | Moving appropriation from HP (Network Adequacy) to Health Operations/Exe | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (9,000.00) | Minnesota Department of Health | 1000 | $ 9,000.00 | Moving appropriation from HP (Drug Price Increase) to Health Operations/Ex | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (25,000.00) | Minnesota Department of Health | 1000 | $ 25,000.00 | Moving appropriation from HP (Medical Edu & Research Costs) to Health Op | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (44,000.00) | Minnesota Department of Health | 1000 | $ 44,000.00 | Workplace Violence Prevention - Realign between Health Improvement (HP) | Admin transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (900,000.00) | Minnesota Department of Health | 1000 | $ 900,000.00 | Realignment of Public Health Practice (Executive Office/Health Ops) staff to C | Admin transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (337,000.00) | Minnesota Department of Health | 1000 | $ 337,000.00 | Realignment of Inclusion Office staff (Exec. Office/Health Ops) to Health Equ | Admin transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (153,000.00) | Minnesota Department of Health | 1000 | $ 153,000.00 | Realignment of Tribal Liaison staff (Exec. Office/Health Ops) to Health Equity | Admin transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (1,838,000.00) | Minnesota Department of Health | 1000 | $ 1,838,000.00 | Moving multiple appropriations from Health Policy to Health Operations/Exe | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (295,000.00) | Minnesota Department of Health | 1000 | $ 295,000.00 | Moving appropriation from IP&MH (Drug Overdose) to Health Operations/Ex | Administraitve costs transfer authority under 251 003 21 006 |
| Minnesota Department of Health | 1000 | $ (12,000.00) | Minnesota Department of Health | 1000 | $ 12,000.00 | Move appropriation from HRD (Cannabis Expungement) to Health Operation | Administraitve costs transfer authority under 251 003 21 006 |
| Humanities Center | 1000 | $ (500,000.00) | Minnesota Department of Health | 1000 | $ 500,000.00 | The healthy eating, here at home program is transferred from the Minnesota | 251 003 02 034 000 |
| Department of Public Safety | 2000 | $ (74,850.00) | Minnesota Department of Health | 2000 | $ 74,850.00 | DWI-Reinstatement Fees-July FY26 monthly transfer. MMB, Health, BCA, Stat | M.S. 171. 29 2 |
| Minnesota Department of Health | 1000 | $ (38,397.87) | Minnesota Department of Health | 1000 | $ 38,397.87 | FY26-Palliative Care was set up under H12011B, which is a grant approp but t | Original legal cite is 23 070 20 003 2DD |
| Minnesota Department of Health | 1000 | $ (1,602.13) | Minnesota Department of Health | 1000 | $ 1,602.13 | FY26-Palliative Care was set up under H12011B, which is a grant approp but t | Original legal cite is 23 070 20 003 2DD |
| Minnesota Department of Health | 1000 | $ (483,000.00) | Minnesota Department of Health | 1000 | $ 483,000.00 | 8782- Fund transfer between approp from 8782 to 8704. Moving appropriat | MS 145.4717 |
| Minnesota Department of Health | 1000 | $ (24,700.00) | MN Dept of Admin | 2001 | $ 24,700.00 | Transfer from MDH Executive Office/Health Operations to Enterprise Sustain | Office of Enterprise Sustainability shared services agreement; MS 16B.04 & 471.59 |
| Department of Public Safety | 2000 | $ (67,900.00) | Minnesota Department of Health | 2000 | $ 67,900.00 | DWI REINSTATEMENT FEES-MMB, HEALTH, BCA, STATE PATROL, AND DVS APP | M.S. 171. 29 2 |
| Minnesota Management and Budget | 2000 | $ (2,736.62) | Minnesota Department of Health | 2000 | $ 2,736.62 | To the Safe Harbor For Youth account for penalty assessment | MS 609.3241 C 3 |
| Minnesota Department of Health | 1000 | $ (257,668.80) | Children Youth and Families | 1000 | $ 257,668.80 | Move appropriation from Help Me Connect (CFH @ MDH) to DCYF (a new ag | Reorganization order issued under MS 16B.37, SUBD 2 |
| Department of Public Safety | 2000 | $ (70,300.00) | Minnesota Department of Health | 2000 | $ 70,300.00 | DWI Reinstatement Fee-September FY26 Monthly Transfer. MMB, H12, BCA, | M.S. 171. 29 2 |
| Department of Public Safety | 2000 | $ (39,550.00) | Minnesota Department of Health | 2000 | $ 39,550.00 | DWI 1st Half Payments + $25-1st Quarter FY26. MMB, H12, BCA, Patrol, and | M.S. 171. 29 2F |
| **TOTAL** | | **$ (12,423,705.42)** | | | **$ 12,423,705.42** | | |

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# State of Minnesota

# Interagency Agreement

SWIFT Contract No.: 196235

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Education (MDE) and Health (MDH).

## Recitals

Whereas, MDE and MDH are empowered 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); and

Whereas, pursuant to Minnesota Statutes section 15.061 and 144.0742, MDH is empowered to enter into contracts for the provision of public health services.

WHEREAS, the STATE, pursuant to Minnesota Statute §144.05, Sections (b) and (f) is empowered to facilitate, coordinate, and support the organization of services for the prevention of illness, and to coordinate and integrate local, state, and federal programs and services affecting the public's health; and

WHEREAS, Congress has appropriated funds to assist states in educating children with disabilities (CFDA 84.027 and 84.173); and

Whereas, MDE and MDH have a shared interest and responsibilities in advancing a comprehensive, coordinated, multidisciplinary system to identify and serve children with disabilities and their families.

Now, therefore, it is agreed:

## Agreement

1. **Term of Agreement**

   1.1 Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

   1.2 Expiration date. June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Scope of Work**

   2.1 Submit annual work plan and budget to the MDE Authorized Representative (AR) that addresses each duty as listed below and as required to meet legislative requirements under Minn. Stat. §125A.023 and 125A.027 by September 15 each calendar year.

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2.2 In collaboration with MDE, MDH will provide services around evaluating and improving the coordinated interagency statewide services system for children and youth with disabilities and their families consistent with IDEA Part B, 34 CFR 300, Minn. Stat. §124A.023 and 125A.027, the Part B state Performance Plan indicators (specifically Graduation, Drop out, Parental Involvement and Post-Secondary and Post School Outcomes) and Family and student engagement. In each year, MDH in collaboration with MDE, will:

- Coordinate with interagency partners on outcomes and activities such as;
    - Minnesota Olmstead Plan
    - Person-centered Planning (PCP) implementation:
        - Interagency training
        - Charting the Life Course Ambassador Community of Practice
    - Provide information and training on Transition guides and resources regarding health to Employment Capacity Building Cohort (ECBC), Individualized Educational Program Plan (IEP) PCP pilots participants
    - Assist with the development and implementation of training that includes a focus on health literacy and planning
- Develop data sharing capacity to plan and understand needs of students with disabilities. Activities may include:
    - Identify MDE and MDH data questions and
    - Identify sources both agencies have and could use
    - Develop data sharing process between MDH and MDE

2.3 Address and incorporate the health care needs of students with disabilities between the ages of 3 and 21 into the statewide improvement work and maternal child health system to assure their health care needs are met.

- Develop strategies and facilitate the coordination between health care plans and IEP.
- Mental health wellness promotion is incorporated within school and with school age children.
- Ensure health care equity work within the MDH equity team includes children and families with disabilities.

2.4 Submit reports on December 1 and June 1 each calendar year giving a status update on the work plan tasks to the MDE AR.

2.5 MDH assigned staff will attend bi-monthly interagency coordination meetings to plan work related to Minnesota System of Interagency Coordination (MNSIC), Olmstead, Person-centered practices, Annual Yearly Progress (AYP) outcomes. MDE will coordinate these meetings at a mutually agreed upon time and date. Meetings may be conducted virtually or in person as mutually agreed upon between MDE and MDH.

2.6 MDH assigned staff will participate in workgroups such as local community implementation sites, ECBC and PCP ambassadors and IEP pilot as mutually agreed upon times and dates between MDE and MDH.

3. **Consideration and Payment**

3.1 MDH will be paid $60,000.00 per state fiscal year for services satisfactorily provided as outlined in the approved yearly budget. Rates include labor and all related expenses.

3.2 MDH must submit invoices bi-yearly to the MDE Accounts Payable unit (MDE.AccountsPayable@state.mn.us) for processing upon completion of the services listed in clause 2. The first invoice for work done from July 1 to December 31 should be received no later than January 21 each calendar year. The second invoice for work done from January 1 to June 30 should be received no later than July 21 each calendar year. The preferred method of obtaining an invoice from MDH is by email. The invoices should include the following information:

- MDE's Authorized Representative's name;
- The SWIFT Agreement/Contract number;
- Dates of service; and
- A description of services performed.

Should an invoice need to be submitted via U.S. Mail, please use the following address:
Minnesota Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

The total obligation of MDE for all compensation and reimbursements to MDH under this Agreement will not exceed $300,000.00.

4. **Conditions of Payment**

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

5. **Authorized Representative**

MDE's Authorized Representative is Sue Benolken, Interagency Coordination Specialist, 1500 Highway 36 West, Roseville, MN 55113, 651-582-8416, Sue.Benolken@state.mn.us, or his/her successor or delegate.

MDH's Authorized Representative is Wendy Berghorst, Public Health Nursing Adv. Senior, 85 East Seventh Place, St. Paul, MN 55164, 651-201-3646, Wendy.Berghorst@state.mn.us, or his/her successor or delegate.

6. **Amendments**

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

7. **Liability**

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

8. **Termination**

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

9. **Accessibility Standards**

MDH agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the Minnesota IT Services website (https://mn.gov/mnit/about-mnit/accessibility/). The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, MDH agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, MDH agrees to provide alternative solutions upon request at no additional charge to MDE.

9.1 Contact the Communications Office (mde.communications@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.

9.2 For questions regarding the accessibility of software, websites or applications, contact Kim Wee (kim.wee@state.mn.us).

10. **Publications or Other Content Intended for Dissemination**

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

10.1 Use only print-quality department logo. Request a copy from the MDE Communications Office (mde.communications@state.mn.us).

10.2 Copy must follow latest edition of the Associated Press (AP) Stylebook.

10.3 Video content must be open or closed captioned.

10.4 Copy must be free of typographical and grammatical errors.

10.5 Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.

10.6 Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.

10.7 If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, MDH must also provide the Word or PowerPoint file.

10.8 Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.

10.9 Please direct questions regarding printed material to the Authorized Representative for this Agreement.

11. **Plain Language**

MDH must provide all deliverables in “Plain Language.” Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MDH will take the following steps in the deliverables:

11.1 Use language commonly understood by the public;

11.2 Write in short and complete sentences;

11.3 Present information in a format that is easy to find and easy to understand; and,

11.4 Clearly state directions and deadlines to the audience.

12. **Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

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

Print Name: Jennifer Fleckner

Signature: DocuSigned by: Jennifer Fleckner B824FC320BF94B1...

Title: SPA-principal Date: 6/25/2021

SWIFT Contract/Agreement No. 196235

**2. Minnesota Department of Health (MDH)**
*With delegated authority*

Print Name: Todd Goetze

Signature: DocuSigned by: Todd Goetze 9DA7206AA6AF42E...

Title: Accounting Director Date: 6/28/2021

**3. Minnesota Department of Education (MDE)**
*With delegated authority*

Print Name: Andre Prahl

Signature: DocuSigned by: 8737A85DF8A14AA...

Title: Agency Finance Director Date: 6/29/2021

*Signature page to MDE FY22 SharePoint ID #3*

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# Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Human Services, Disability Services Division (DHS) and Minnesota Department of Health, Injury and Violence Prevention Unit (the PROVIDING AGENCY). (This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as "an AGENCY," and collectively as "the AGENCIES.")

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

THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date**. The AGREEMENT is effective on **May 1, 2022** or the date that the PROVIDING AGENCY signs with the final signature, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later.

**1.2. Expiration Date.** The AGREEMENT remains in effect through **July 31, 2026**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES' satisfaction, whichever occurs first.

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

## 2. DUTIES

### 2.1. Providing Agency's Duties:

PROVIDING AGENCY must:

A. Respond to the intersection of COVID-19 and brain injury by incorporating an understanding of and urgent response to the intersectional effects of COVID-19 on brain injury into brain injury programming;
B. Enhance Minnesota's Resource Facilitation infrastructure and programming to ensure a self-directed connection with evidence-based, person centered, culturally competent, and equitable community support service;
C. Develop and create utilization of a Brain Injury Statewide Data Driven Decision-Making model to allow for more comprehensive data collection that shows the level of need for various types of services and supports across systems and identify barriers to services and supports; and

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D. Perform duties in accordance with Attachment A- Work Plan and Budget which is attached and incorporated into this AGREEMENT.

### 2.2. DHS's Duties:

DHS must: ensure supports and activities are completed in alignment with the timelines of the grant. These timelines are outlined in Attachment A Work Plan and Budget. This includes collaborating with staff on the development of strategies to fund, manage, deliver, and evaluate education, awareness, and services for people with brain injuries..

## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DHS will provide consideration for all services that PROVIDING AGENCY performs under this AGREEMENT as follows:

Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the DHS, in an amount not to exceed $112,700 as follows:

PROVIDING AGENCY will invoice DHS quarterly for all work completed based on actual expenses incurred, as long as PROVIDING AGENCY is making progress on the following objectives and deliverables:

1) (G2): To create an understanding of and response to the intersectional effects of COVID-19 on brain injury support necessary to help mitigate and overcome the impact of this public health emergency in the TBI State Plan;
2) (G4): To enhance Minnesota's Resource Facilitation infrastructure and programming to ensure a self-directed connection with evidence-based, person centered, culturally competent, and equitable community support services; and
3) (G6): To create and utilize a brain injury statewide data driven decision-making outcome monitoring system (a TBI dashboard)

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

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to PROVIDING AGENCY under this AGREEMENT will not exceed **one hundred and twelve thousand, seven hundred** dollars ($112,700).

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

1. *Pass-through requirements*. PROVIDING AGENCY acknowledges that, if it is a subrecipient of federal funds under this AGREEMENT, PROVIDING AGENCY may be subject to certain compliance obligations. PROVIDING AGENCY can view a table of these obligations in the

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Health and Human Services Grants Policy Statement,[1] Exhibit 3 on page II-3. To the degree federal funds are used in this contract, DHS and PROVIDING AGENCY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).[2]

2. *PROVIDING AGENCY Name*: Minnesota Department of Health (Must match the name associated with the DUNS number.)
3. *PROVIDING AGENCY's Data Universal Numbering System (DUNS) number*: 804887321. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match *PROVIDING AGENCY's* name.
4. *Federal Award Identification Number (FAIN)*: 90TBSG0059
5. *Federal Award Date*: 8/09/2021 ( (The date of the award to the MN Dept. of Human Services.)
6. *Period of Performance*: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
7. *Amount of federal funds*:
   A. Total Amount Awarded to DHS for this project: $200,178
   B. Total Amount Awarded by DHS for this project to *PROVIDING AGENCY* named above: **$**112,700
8. *Federal Award Project description:* Provide high-quality, person-centered, culturally competent, services and supports with the capacity to serve diverse and underserved populations living with the effects of brain injury
9. *Name*:
   A. Federal Awarding Agency: Department of Health and Human Services - Administration on Community Living HHS
   B. MN Dept. of Human Services (DHS)
   C. Contact information of DHS's awarding official: Andrea Werlinger Andrea. Werlinger@state.mn.us (651) 431-2289
10. *CFDA Number & Name*: Payments are to be made from federal funds obtained by DHS through Catalog of Federal Domestic Assistance (CFDA) No. 3.234
11. Is this federal award related to research and development?: ☐ Yes ☒ No

[1] https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf
[2] https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf

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

13. Closeout terms and conditions for this federal award: Closeout terms and conditions for this federal award: The OPDIV will close out a grant as soon as possible after expiration if the grant will not be extended or after termination, as provided in 45 CFR 74.71 through 74.73 and in 45 CFR 92.50. Closeout includes ensuring timely submission of all required reports and adjustments for amounts due the recipient or the OPDIV. Closeout of a grant does not automatically cancel any requirements for property accountability, record retention, or financial accountability. Following closeout, the recipient remains obligated to return funds due as a result of later refunds, corrections, or other transactions, and the Federal government may recover amounts based on the results of an audit covering any part of the period of grant support. Unless the GMO grants an extension, recipients must submit a final FSR, final progress report, and Final Invention Statement and Certification within 90 days of the end of grant support. Failure to submit timely and accurate final reports may affect future funding to the organization or awards with the same PI/PD.

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

## 5. AUTHORIZED REPRESENTATIVES.

**5.1. DHS.** DHS's Authorized Representative for the purposes of administration of this AGREEMENT is **Andrea Werlinger** or successor. Phone and email: 651.431.2289, andrea.werlinger@state.mn.us**.** This representative has final authority for accepting PROVIDING AGENCY's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. Providing Agency.** PROVIDING AGENCY's Authorized Representative is **Mark Kinde** or successor. Phone and email: **651-201-5447, mark.kinde@state.mn.us.** PROVIDING AGENCY will immediately notify DHS if PROVIDING AGENCY's Authorized Representative changes at any time during this AGREEMENT.

**5.3. Information Privacy and Security.** PROVIDING AGENCY's responsible authority is **Andrea Werlinger** or successor for complying with data privacy and security for this AGREEMENT. Phone and email**: Andrea.Werlinger@state.mn.us (651) 431-2289.**

**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.

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

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

## 10. INFORMATION PRIVACY AND SECURITY.

**10.1.** It is expressly agreed that DHS will not disclose or provide information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to PROVIDING AGENCY 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 PROVIDING AGENCY 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, PROVIDING AGENCY 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, PROVIDING AGENCY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this AGREEMENT. If PROVIDING AGENCY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this AGREEMENT, PROVIDING AGENCY will be responsible for its own compliance.

**10.3.** Notwithstanding paragraph A and B, in its capacity as PROVIDING AGENCY under this AGREEMENT, PROVIDING AGENCY 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 PROVIDING AGENCY 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 PROVIDING AGENCY or DHS.

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

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

**10.6.** PROVIDING AGENCY must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received,

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stored, used, maintained, or disseminated by PROVIDING AGENCY in performing its duties under this AGREEMENT.

## 11. OTHER PROVISIONS.

**none**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

Signature Page Follows

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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: DocuSigned by: Catherine Seurer E54485EBE2AE4D8...

Date: 5/16/2022

SWIFT Contract No: 209543

SWIFT PO #: 3000090399

2. PROVIDING AGENCY – Minnesota Department of Health

By: DocuSigned by: Todd Goetze CCAC82D6ACE8475...

Title: Accounting Director

Date: 5/25/2022

3. DHS

By: DocuSigned by: Natasha Merz A3A10D0F8C444DD...

With delegated authority

Title: Director, DSD

Date: 5/31/2022

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

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# MDH Interagency Agreement: Attachment A

## Goals:

**Goal 2:** Respond to the intersection of brain injury and COVID-19 and connect people to the supports necessary to help mitigate and overcome the impact of this crisis.

**Outcomes:**

1) Create TBI State Plan Project position to implement, monitor and manage the State Plan, and to oversee and accomplish the components of Goals 2, 4, and 6 described in this agreement.
2) Connect COVID-19 cases to the TBI/SCI registry and the RF database.
3) Prepare an annual report describing patients with COVID-19 who subsequently sustain TBI.
4) Prepare an annual report on persons with TBI who develop COVID-19.
5) Connect individuals with COVID-19 and suspected TBI to BI services and supports.

**Goal 4:** Enhance Minnesota's Resource Facilitation (RF) infrastructure and programming to ensure a self-directed connection with evidence-based, person centered, culturally competent, and equitable community support services.

**Outcomes:**

1) Define ways to measure self-directed, person centered, culturally competent, and equity.
2) Conduct, in partnership with MNBIA, a community needs and gaps assessment as it pertains to RF infrastructure, data, and quality of services. Explore gaps in RF equity with regards to service provision. Summarize the strengths and limitations of the existing RF data infrastructure system and describe any inequity in utilization, ease of access, and barriers to RF implementation. (This process will answer these questions: Do people get what they need when they need it? If so, how and why? If not, how and why?)
3) Based upon the analysis in step 2, change RF processes and data collection accordingly.
4) Assess the current quality of service with surveys.
5) Conduct continuous quality improvement by aligning RF practice with feedback.
6) Monitor RF for increased person-centered, culturally competent services and supports.
7) Describe the capacity to serve and support diverse and underserved populations.
8) Realize increased self-determination, independence, and quality of life from RF services.
9) Attain and provide increased culturally competent RF services.

**Goal 6:** Create and utilize a Brain Injury Statewide Data Driven Decision-Making model (dashboard) to better represent the level of need for various types of services and supports across systems and that identifies barriers to services and supports.

**Outcomes:**

1) Interview community stakeholders and TBI service professionals to choose data elements.
2) Collect and analyze the data.
3) Create the TBI data collection model that is accessible statewide.
4) Train end users in how to interact with the dashboard efficiently and effectively.

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5) Use the dashboard for data-driven decision making for program, practices and policy at state, community, and local organization levels.

## Grant Manager:

Eileen Kelly (DHS Disability Services Division)

## Lead:

Mark Kinde (MDH)

## Partners:

David King (MNBIA)
Brian Abery (UofM)
Renata Ticha (UofM)

| Year 1 03/01/2022-7/31/2022 | | |
|---|---|---|
| **Quarter** | Amount | Deliverables |
| **Y1Q3**<br><br>**Contract Start-4/30/22** | $6,650 | **General**<br>☐ Attending meetings<br>☐ Quarterly Invoices Due (4/30/2022)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>☐ Prepare to analyze the historic TBI Registry Dataset to describe **TBI pre-COVID-19 through the onset** of the pandemic<br>☐ Prepare to analyze Minnesota's **ongoing post-COVID-19 surveillance system** to monitor impacts of and relationship with COVID-19 and **subsequent diagnosis of TBI**<br><br>**G4 Data Infrastructure and Quality of Service**<br>☐ Prepare to measure Resource Facilitation data infrastructure for the ease and the access of identifying, navigating, and obtaining resources, services, and supports for individuals with TBI, their families, and their support networks in an evidence-based way<br>☐ Prepare to measure the quality of service for Resource Facilitation in terms of equitable access, level of self-determination, person centered, independence and quality of life data elements with community assessments<br>☐ Prepare to measure the culturally competent data elements with community assessments |

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| | | **G6 Brain injury statewide data driven decision-making outcome monitoring system**<br>- Prepare, with UCEDD, to create and utilize a brain injury statewide data driven decision-making outcome monitoring system<br>- Prepare to ensure input from critical stakeholders including persons with TBI, families, and professionals from collaborating advocacy and self-advocacy organizations as to the most critical personal and system performance outcomes to be included in the data monitoring system<br>- Interview community stakeholders as well as professionals to identify key data elements<br>- Implement the use of the collective impact model to bring together groups of stakeholders with the collective impact model to identify system performance outcomes to be included in the data |
| **Y1Q4**<br>**5/1/22-7/31/22** | $6,650 | **General**<br>- Attending meetings<br>- Quarterly Invoices Due (7/31/2022)<br>**G2 Intersection of Brain Injury and COVID-19:**<br>- Analyze the historic TBI Registry Dataset to describe **TBI pre-COVID-19 through the onset** of the pandemic<br>- Design focused epidemiologic investigation analysis of **post-COVID-19 impacts (long-term sequelae) on Minnesotans with TBI with a focusing on disparate groups**<br>**G4 Data Infrastructure and Quality of Service**<br>- Recruit a planning group that represents all stakeholders and mirrors the diversity of the community<br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br>- Create a TBI linked data set wit |
| **TOTAL** | $13,300 | |

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| Year 2<br>August 1, 2022- July 31,2023 | | |
|---|---|---|
| **Quarter** | Amount | Deliverables |
| **Y2Q1**<br><br>**8/1/22-10/31/22** | $6250 | **General**<br>☐ Contracting<br>☐ Attending meetings<br>☐ Performance Reporting (08/1/2022)<br>☐ Quarterly Invoices Due (10/31/2022)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>☐ Review the analysis of the historic TBI Registry Dataset to describe TBI **pre-COVID-19 through the onset** of the pandemic to strategize on findings<br>☐ Implement focused epidemiologic investigation of **post-COVID-19 impacts (long-term sequelae) on Minnesotans with TBI,** with a focusing on disparate groups<br>☐ Monitor findings of the analysis describing patients with **COVID-19 who subsequently sustain TBI**<br>☐ Create an annual report prepared on the findings from the analysis describing patients with **COVID-19 who subsequently sustain TBI**<br>☐ Create an annual report prepared on persons with **TBI who develop COVID-19**<br>☐ Create an annual report including historic TBI Registry Dataset to describe the analysis TBI **pre-COVID-19 through the onset**<br>**G4 Data Infrastructure and Quality of Service**<br>☐ Design an evaluation process for the assessment, including the development of the plan<br>☐ Decide why we want to conduct the assessment- What are the research questions<br>☐ Decide what methods we'll use for gathering information<br>☐ Decide whom we'll gather information from and how many<br>☐ Decide who will collect data<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>☐ Develop a Tool to Share Data |
| **Y2Q2**<br><br>**11/1/22-01/31/23** | $6250 | **General**<br>❑ Attending meetings<br>❑ Quarterly Invoices Due (1/31/2022)<br><br>**G2 Intersection of Brain Injury and COVID-19:** |

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| | | ☐ Analyze focused epidemiologic investigation of **post-COVID-19 impacts (long-term sequelae) on Minnesotans with TBI,** with a focusing on disparate groups<br>☐ Create an annual report including **post-COVID-19 impacts (long-term sequelae) on Minnesotans with TBI,** with a focus on disparate groups<br>☐ Prepare to analyze the Encounter Alert System (syndromic surveillance) data set to describe the real-time reporting of persons with TBI and **co-occurrence** of COVID-19<br>☐ **Strategize interventions for** disparate groups disproportionately impacted by COVID 19<br><br>**G4 Data Infrastructure and Quality of Service**<br>☐ Decide what questions will be asked- Qualitative methods<br>☐ Determine what data is already available<br>☐ Assess "as is" baseline surveys on quality of service of Minnesota's RF program<br>☐ Assess "as is" RF data infrastructure<br>☐ Figure out what other information you need<br>☐ Decide how we'll reach your informants<br>☐ Decide who will analyze the data and how they'll do it<br>☐ Decide how we'll record the results of the assessment and present/report them to the community<br>☐ Decide who will perform what assessment tasks<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>☐ Prepare to collect data |
| **Y2Q3**<br><br>**2/1/23-4/30/23** | $6250 | **General**<br>☐ Attending meetings<br>☐ Performance Reporting (2/1/2023)<br>☐ Quarterly Invoices Due (4/30/2023)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>☐ Using the real-time ADT (admit, discharge, transfer) messaging system from hospitals and health systems statewide, analyze the **co-occurrence** of TBI and COVID-19.<br>☐ Implement **interventions** for disparate groups disproportionately impacted by COVID 19<br>☐ Real Time COVID-19 **Case Connection** to the TBI/SCI registry and the RF database<br>☐ Review the analysis of the **co-occurrence** of TBI and COVID-19<br>**G4 Data Infrastructure and Quality of Service**<br>☐ Create a timeline<br>☐ Present the plan, get feedback, and adjust it to make it more workable (IRB review needed?) |

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| | | **G6 Brain injury statewide data driven decision-making outcome monitoring system**<br>□ Collect Data<br>□ Analyze Data by Look for incidence and prevalence, and push data to the TBI Advisory Committee and the multicultural review team for appropriate intervention response and recommendations<br>□ |
| **Y2Q4**<br>**5/1/23-7/31/23** | $6250 | **General**<br>□ Attending meetings<br>□ Quarterly Invoices Due (7/31/2023)<br>**G2 Intersection of Brain Injury and COVID-19:**<br>□ Individuals with COVID-19 and suspected TBI connected to BI services and supports<br>□ Create an annual report on the **co-occurrence** of TBI and COVID-19<br>□ Update the annual report prepared describing patients with **COVID-19 who subsequently sustain TBI**<br>□ Update the annual report prepared on persons with **TBI who develop COVID-19**<br>□ Update an annual report including historic TBI Registry Dataset to describe the analysis TBI **pre-COVID-19 through the onset**<br>□ Update the annual report including **post-COVID-19 impacts (long-term sequelae) on Minnesotans with TBI,** with a focus on disparate groups<br>**G4 Data Infrastructure and Quality of Service**<br>□ Test the needs assessments<br>□ Revise assessments if needed<br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br>□ Evaluate<br>□ Track how programs adopt and implement change, based upon the data |
| **TOTAL** | $25,000.00 | |

| **Year 3**<br>**August 1, 2023- July 31,2024** | | |
|---|---|---|
| **Quarter** | Amount | Deliverables |
| **Y3Q1** | $6250 | **General**<br>□ Contracting |

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| **8/1/23-10/31/23** | | ☐ Attending meetings<br>☐ Quarterly Invoicing Due (10/31/2023)<br>☐ Performance Reporting (08/1/2023)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>**G4 RF Data Infrastructure and Quality of Service**<br>☐ Conduct the full needs assessment<br>☐ Tabulate results<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>☐ Pilot data collection model<br>☐ Build capacity with training end users |
| **Y3Q2**<br><br>**11/1/23-01/31/24** | $6250 | **General**<br>☐ Attending meetings<br>☐ Quarterly Invoicing Due (1/31/2024)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>**G4 RF Data Infrastructure and Quality of Service**<br>☐ Interpret results and report<br>☐ Plan future actions based on results<br>• Include recommendations from the TBI-AC and the BIILC<br>• Strategize on how to align the "to be" data infrastructure of Minnesota's current RF program to provide equitable, self-determined, culturally appropriate access to services and support for an Individuals with TBI, their family members, and their support networks<br>☐ MDH and MNBIA will create annual report on the findings of the results<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>☐ |
| **Y3Q3**<br><br>**2/1/24-4/30/24** | $6250 | **General**<br>☐ Attending meetings<br>☐ Performance Reporting (2/1/2024)<br>☐ Quarterly Invoicing Due (2/30/2024)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>**G4 Data Infrastructure and Quality of Service** |

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| | | |
|---|---|---|
| | | ▯ Work with MDH to implement the data infrastructure and service improvements of Minnesota's current RF program to provide equitable, self-determined, culturally appropriate access to services and support for an Individuals with TBI, their family members, and their support networks based on the needs assessment.<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>▯ Review pilot |
| **Y3Q4**<br><br>**5/1/24-7/31/24** | $6250 | **General**<br>▯ Attending meetings<br>▯ Quarterly Invoicing Due (7/31/2024)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>▯ Update the annual report on the **co-occurrence** of TBI and COVID-19<br>▯ Update the annual report prepared describing patients with **COVID-19 who subsequently sustain TBI**<br>▯ Update the annual report prepared on persons with **TBI who develop COVID-19**<br>▯ Update an annual report including historic TBI Registry Dataset to describe the analysis TBI **pre-COVID-19 through the onset**<br>▯ Update the annual report including **post-COVID-19 impacts (long-term sequelae) on Minnesotans with TBI,** with a focus on disparate groups<br>**G4 Data Infrastructure and Quality of Service**<br>▯ Repeat your assessments at regular intervals<br>▯ Report to the TBI data-based tools<br>▯ Evaluate the changes made in data infrastructure and service improvement<br>▯ Connect RF data to the data decision making dashboard<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>▯ Make changes<br>▯ Prepare for statewide rollout of TBI data collection model |
| **TOTAL** | $25,000.00 | |

## Year 4

## August 1, 2024- July 31,2025

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| **Quarter** | Amount | Deliverables |
|---|---|---|
| **Y4Q1**<br><br>**8/1/24-10/31/24** | $6100 | **General**<br>- Contracting<br>- Attending meetings<br>- Quarterly Invoicing due (10/31/2024)<br>- Performance Reporting (08/1/2024)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>**G4 Data Infrastructure and Quality of Service**<br>- Access data dashboard quarterly to monitor and report on RF services<br>- Change service programing as necessary to make improvements<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>- Make the TBI data collection model accessible statewide |
| **Y4Q2**<br><br>**11/1/24-01/31/25** | $6100 | **General**<br>- Attending meetings<br>- Quarterly Invoicing due (01/31/2025)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>**G4 Data Infrastructure and Quality of Service**<br>- Access dashboard quarterly to monitor and report on RF services<br>- Ongoing monitoring/evaluation of RF service delivery through the data<br>- Send out annual reevaluation surveys on quality of service of Minnesota's RF program<br>- Change service programing as necessary to make improvements<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>- Evaluate<br>- Track how programs adopt and implement change, based upon the data |
| **Y4Q3**<br><br>**2/1/25-4/30/25** | $6100 | **General**<br>- Attending meetings<br>- Performance Reporting (2/1/2025)<br>- Quarterly Invoices Due (4/30/2025)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>**G4 Data Infrastructure and Quality of Service**<br>- Access dashboard quarterly to monitor and report on RF services<br>- Change service programing as necessary to make improvements<br>- Change data elements as necessary |

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| | | |
|---|---|---|
| | | **G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>- Monitor system and provide TA |
| **Y4Q4**<br><br>**5/1/25-7/31/25** | $6100 | **General**<br>- Attending meetings<br>- Quarterly Invoices Due (7/31/2025)<br>- Final performance report meeting by (9/30/25)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>- Update the annual report on the **co-occurrence** of TBI and COVID-19<br>- Update the annual report prepared describing patients with **COVID-19 who subsequently sustain TBI**<br>- Update the annual report prepared on persons with **TBI who develop COVID-19**<br>- Update an annual report including historic TBI Registry Dataset to describe the analysis TBI **pre-COVID-19 through the onset**<br>- Update the annual report including **post-COVID-19 impacts (long-term sequelae) on Minnesotans with TBI,** with a focus on disparate groups<br>**G4 Data Infrastructure and Quality of Service**<br>- Access dashboard quarterly to monitor and report on RF services<br>- MDH and MNBIA will create annual report on the findings of the results.<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>- Utilize the Data-driven decision making system for program, practices and policy at state, community and local organization levels<br>- Monitor system and provide TA |
| **TOTAL** | $24,400.00 | |

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| Year 5<br>August 1, 2025- July 31,2026 | | |
|---|---|---|
| **Quarter** | Amount | Deliverables |
| **Y5Q1**<br><br>**8/1/25-10/31/25** | $6250 | **General**<br>- Attending meetings<br>- Performance Reporting (08/1/2025)<br>- Quarterly Invoices Due (10/31/2025)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>**G4 Data Infrastructure and Quality of Service**<br>- Access dashboard quarterly to monitor and report on RF services<br>- Ongoing monitoring/evaluation of RF service delivery through the data for increased person-centered, culturally competent services and supports with the capacity to serve and support diverse and underserved populations and there is increased self-determination, independence, and quality of life for those with brain injuries.<br>- Send out annual reevaluation surveys on quality of service of Minnesota's RF program<br>- Change service programing and data elements as necessary to make improvements<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>- Monitor system and provide TA<br>- MDH and UCEDD will create annual report on the findings of the data system |
| **Y5Q2**<br><br>**11/1/25-01/31/26** | $6250 | **General**<br>- Attending meetings<br>- Quarterly Invoices Due (1/31/2026)<br>**G4 Data Infrastructure and Quality of Service**<br>- Access dashboard quarterly to monitor and report on RF services<br>- Change service programing as necessary to make improvements<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>- Monitor system and provide TA<br>- Prepare to implement the sustainability plan |
| **Y5Q3** | $6250 | **General**<br>- Attending meetings<br>- Performance Reporting (2/1/2026) |

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| | | |
|---|---|---|
| **2/1/26-4/30/26** | | ▯ Quarterly Invoices Due (4/30/2026)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>**G4 Data Infrastructure and Quality of Service**<br>▯ Access dashboard quarterly to monitor and report on RF services<br>▯ Change service programing and data elements as necessary to make improvements<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>▯ Monitor system and provide TA |
| **Y5Q4**<br><br>**5/1/26-7/31/26** | $6250 | **General**<br>▯ Attending meetings<br>▯ Quarterly Invoices Due (7/31/2026)<br>▯ Final performance report meeting by (9/30/26)<br><br>**G2 Intersection of Brain Injury and COVID-19:**<br><br>▯ Update the annual report on the **co-occurrence** of TBI and COVID-19<br>▯ Update the annual report prepared describing patients with **COVID-19 who subsequently sustain TBI**<br>▯ Update the annual report prepared on persons with **TBI who develop COVID-19**<br>▯ Update an annual report including historic TBI Registry Dataset to describe the analysis TBI **pre-COVID-19 through the onset**<br>▯ Update the annual report including **post-COVID-19 impacts (long-term sequelae) on Minnesotans with TBI,** with a focus on disparate groups<br>▯<br>**G4 Data Infrastructure and Quality of Service**<br>▯ Access dashboard quarterly to monitor and report on RF services<br>▯ Re-evaluate<br>▯ Change service programing and data elements as necessary to make improvements<br>▯ MDH and MNBIA will create annual report on the findings of the results<br><br>**G6 Brain injury statewide data driven decision-making outcome monitoring system**<br><br>▯ Implement the sustainability plan |
| **TOTAL** | $25,000.00 | |
| **Grand Total** | $112,700 | |

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# Amendment two to Interagency Agreement IAK221679

| | | | |
|---|---|---|---|
| Contract Start Date: | 01/01/2023 | Original Contract: | $3,200,000 |
| Original Contract Expiration Date: | 12/31/2024 | Previous Amendment(s) Total: | $0 |
| Current Contract Expiration Date: | 12/31/2024 | This Amendment: | $1,297,524 |
| Requested Contract Expiration Date: | 12/31/2025 | Total Contract Amount: | $4,497,524 |

**This amendment** ("Amendment") is by and between Minnesota Department of Human Services, Disability Services Division's HIV Community Support Unit Division, (hereinafter DHS) and Minnesota Department of Health's STI, HIV & TB Section (hereinafter the PROVIDING AGENCY). (This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as "an AGENCY," and collectively as "the AGENCIES.")

## Recitals

1. The AGENCIES have an agreement identified as IAK%221679 ("Original Agreement") to administer funds towards HIV prevention services as well as provide support in service data collection and epidemiological data analysis.

2. The AGENCIES agree that the Original Agreement should be modified in order to include additional time and funds which are necessary for the satisfactory completion of the agreement.

3. The AGENCIES are willing to amend the Original Agreement as stated below.

## Contract Amendment

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

The parties agree to the following revisions:

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

**1.2. Expiration Date.** The AGREEMENT remains in effect through ~~**December 31, 2024**~~ **<u>December 31, 2025</u>**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES' satisfaction, whichever occurs first.

## REVISION 2: Clause 2.1, "MDH's Duties" is amended as follows:

**2.1. MDH's Duties:**

A. Subcontracting for Services. MDH agrees to:

a. Administer Funds.

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i. Through administrative support and legal subcontracts with appropriate subgrantees to provide eligible HIV/AIDS core medical and support services as defined by HRSA.

ii. As outlined in the ~~two~~ following attachments, which are all incorporated into and made part of this ~~agreement~~AGREEMENT:

1. Attachment A-1, "MDH IAA Budget 2023-2024"
2. Attachment A-2, "MDH IAA Budget 2025"
3. Attachment B, "State of Minnesota Data Agreement"

b. Work with DHS in Selecting Subgrantees. Coordinate the selection of all subgrantees with DHS before subrecipients begin services. DHS will:
   i. Be a member of the review panel and provide input on the selection of the review panel and be included on all Requests for Proposal (RFP) review panels when selecting subrecipient candidates.
   ii. Reserve the right to make a final decision when selecting potential subrecipients with any Ryan White Act Part B or rebate funds.
c. Ensure all activities conducted under this agreement follow guidance regarding allowable use of funds under HRSA Policy Clarification Notice (PCN) 16-02.
d. Consult DHS With Any Changes. Consult quarterly with and get prior written approval from DHS before implementing and making changes to subcontract terms, program activities, responses to findings identified during site visits, required reporting processes, and quality improvement decisions.
e. Provide DHS with MDH Subgrantee Contracts. Provide DHS with electronic copies or access to electronic copies of each subgrantee contract within 30 calendar days of the execution of the subcontract.
f. Provide DHS with MDH Subgrantee Implementation/Work Plans and Budgets detailing how funds are intended to be used, the number of clients intended to be served and the total units of service to be provided each year upon execution of subgrantee contracts and subsequent amendments.
g. Provide DHS with MDH Subgrantee Invoices. Provide DHS with copies of all invoices from subgrantees. Subgrantee invoices should be provided on a quarterly basis following the service periods listed below.

| **Service Period** | **Report Due By** |
|---|---|
| Jan 1 – Mar 31 | May 30 |
| April 1 – June 30 | Aug 31 |
| July 1 – Sep 29 | Nov 15 |
| Oct 1 – Dec 31 | Feb 15 |

h. Meet STATE Accessibility Requirements. Ensure that any information systems, tools, information content, and work products (including applications, web sites, video, learning modules, webinars, presentations, etc., and whether commercial, off-the-shelf (COTS) or custom, purchased or developed) that are delivered to DHS as a deliverable, end product or service comply with the Minnesota IT Accessibility Standards ~~effective September 1, 2010,~~ as updated on ~~June 14, 2018~~July 1, 2024. This standard requires in

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part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.~~0~~1 (Level AA) and Section 508 ~~Subparts A-D~~of the Rehabilitation Act of 1973.

i. Monitor Subgrantees. Monitor the performance of all subgrantees, which includes conducting annual site visits to subgrantees receiving funds provided under this agreement. Site visit content must include Administrative, Programmatic and Fiscal audits as outlined in the Ryan White HIV/AIDS Program (RWHAP) National Monitoring Standards for RWHAP Part B Recipients. DHS asks that MDH:
    i. Informs DHS of all planned subgrantee site visits with at least 30 days' notice.
    ii. Allows DHS to participate in one or more site visit per year during the life of this agreement.
    iii. Requests DHS to submit a waiver to the Health Resources and Services Administration (HRSA) should MDH be unable to conduct the required site visits.

j. Inform DHS of Reallocated Funds. When reallocating funds returned by subgrantees, inform DHS of any changes made by submitting an updated budget form (attachments A-1 and A-2). Include any justifications needed and a detailed description for all changes.
    i. Reallocating funds to and/or from personnel requires approval from DHS.

k. Comply with Spending Restrictions. Following the Ryan White HIV/AIDS Program (RWHAP) National Monitoring Standards for RWHAP Part B Recipients MDH must:
    i. Submit all indirect cost rate documentation to DHS
    ii. Collect indirect cost rate documentation from subgrantees
    iii. Apply 10% administrative limitation to Indirect cost rates included in each budget

l. ~~.~~Define Acronyms. Clearly define all acronyms with parentheticals.

m. Submit Client-Level Data Reports. Complete reporting activities that ensure that:
    i. Subgrantees submit HIV Services Client-Level Data for each client receiving a Ryan White service under this agreement.
    ii. Client Level Data includes demographic and service utilization information about each client.
    iii. Client Level Data is entered directly into the Minnesota CAREWare database. Existing provider data import (PDI) grantees may submit data in a format approved by MDH that is compatible with CAREWare.
    iv. Client Demographic, eligibility information, and utilization data are due on the 15th of the month for services provided during the previous calendar month for all new clients.
    v. Client demographic updates and utilization data are due on the 15th of the month for services provided during the previous calendar month for all continuing clients.
    vi. The data sets designated as "Form I" (or "Minnesota Specific") and "Annual Review" are due on July 15 for services provided during the period January–June 30 and on January 15 for services provided during the period July 1–December 31.

n. Incentive Policies. MDH must maintain an agency approved incentive policy:
    i. MDH must ensure that any use of client incentives by its grantees is in accordance with the agency's incentive policy. MDH must require its grantees to develop and submit their incentive policy to MDH for approval before

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implementation. MDH must not require any conditions in the incentive policy that would conflict with HHS, HRSA HIV/AIDS Bureau (HAB) or other federal guidance.

o. Conduct Early Intervention Services (EIS). MDH must conduct early Intervention Services as follows. MDH must:
    i. Ensure that EIS programs include all components listed under PCN 16-02 and follow the Minnesota Ryan White HIV/AIDS Program Service Area Standards: Early Intervention Services.
    ii. Ensure subgrantees providing HIV testing adhere to the policies and protocols established by MDH for HIV testing funded through other resources.

B. Maintain Client-Level Data. In order to assist DHS in fulfilling HRSA administrative requirements, MDH agrees to administer and maintain the CAREWare database for the collection and reporting of all required Client Level Data ("CLD") from subgrantee agencies contracted to receive Ryan White Part B, rebate, state and program income. MDH agrees to:
    a. Develop and maintain all supporting documentation (i.e., training materials, policies, etc.) related to the database.
    b. Work with the server host to identify and solve problems with daily operations of the centralized CAREWare server, ensuring that backups are routinely completed, and critical patches are installed and current.
    c. Perform backup and restoration of the CAREWare application ("CAREWare") as needed.
    d. Test and install new builds of CAREWare.
    e. Report any changes/modification made to CAREWare system to all active users.
    f. Add and remove CAREWare users.
    g. Audit and enforce system security.
    h. Eradicate duplicate client records across domains
    i. Work with jProg, the original CAREWare Developer, to test any changes made to system at DHS's request (with MDH's approval) and ensure such changes are made according to desired specifications.
    j. Maintain the project to export select data fields from the Enhanced HIV/AIDS Reporting System (eHARS) into CAREWare based on guidance received from Part A and B recipients with DHS approval.
    k. Collaborate with Part A and Part B recipients to plan changes to CLD in order to meet federal requirements and local needs and to gather input as needed from provider agencies in relation to such changes.
    l. Convene a CLD workgroup to develop an annual work plan related to maintaining the CAREWare system and to assess the work accomplished each year. Through this workgroup MDH will:
        i. Problem solve CAREWare data issues, including completeness and quality of data, and determine how data are used.
        ii. Develop CAREWare-related communications and identify provider training needs.
    m. Maintain and update, as needed, documentation related to system administration, data file formats and data dictionaries.
    n. Maintain and modify, as needed, an error checking program to ensure the quality and completeness of date submitted electronically prior to import into CAREWare.

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o. Modify, as needed, the transformation utility to ensure that data files transformed into the format needed for import into CAREWare. MDH will inform Part A and B recipients if it is unable to make modifications.
p. Plan, develop and deliver training for DHS and subrecipients in use of CAREWare so that required data is accurate, meets CAREWare standards and is reported on time.
q. Develop or assist other subrecipients and subgrantees with developing custom reports in CAREWare that will allow recipients to generate aggregate and client level data (not including names) pertaining to all CLD reporting.
r. Provide a data extract to the Part A and Part B recipients on a monthly basis.
s. Submit the annual Ryan White Services Report ("RSR") to HRSA on behalf of the Part A and Part B recipients according to HRSA report submission timelines. MDH will provide the Part A and Part B recipients with CLD "Upload Confirmation Reports" for all providers for whom RSR was submitted in compliance with HRSA due date.
t. Provide technical assistance to other subrecipients and subgrantees via: phone, dedicated help desk, email support and web pages. Help desk support should be available a minimum of four hours per business day per week. Help desk email should be answered within one business day of receipt. Web pages should have resource information and documents relevant to subrecipients' needs. MDH will track help desk activity and report to DHS as needed/requested.
u. When requested, make presentations to the Minnesota Council on HIV/AIDS Care and Prevention (MCHACP) and its sub-committees about CLD.

C. eHARS to CAREWare EPI Care. MDH agrees to:
   a. Conduct a monthly match between client names in the CAREWare and eHARS data systems.
   b. Import a limited set of data including CD4 and viral load test dates and results, from eHARS into CAREWare for clients who are included in the match.
   c. Work with subrecipients to clear up duplicate client records in CAREWare to ensure accurate import of eHARS date.
   d. Work with subrecipients to ensure the proper use of eHARS data in CAREWare to monitor client engagement in care.

D. Report HIV Surveillance Data. MDH agrees to direct Surveillance staff paid from funds provided by this agreement to act as a reference resource for DHS regarding HIV surveillance data. This resource person will create ad hoc reports on surveillance data as mutually agreed upon by MDH and DHS. The surveillance staff will participate in Client Level Data workgroup meetings as needed.

E. Assist Data Reporting MDH agrees to:
   a. Assist DHS with analyzing and creating reports as needed that pertain to HIV surveillance, CLD data, maintenance of effort, and linkages between HIV prevention and HIV care services.
   b. Share CLD with DHS, MDH grantees and other beneficial partners to monitor and plan services to address varying levels of care being received by Minnesotans living with HIV.

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F. Community Planning. MDH agrees to participate, when requested by DHS, in community-based planning processes, including state, local and federal grantee planning processes. A named representative to participate in the quarterly Quality Advisory Committee (QMN) meetings scheduled in the months of January, April, July, and October.

G. Quarterly Reports. MDH agrees to provide DHS with quarterly, written reports outlining the progress on work accomplished for all areas of funding. DHS will provide a template for reports. MDH must submit reports on the following schedule:

| **Service Period** | **Report Due By** |
|---|---|
| January 1 – March 30 | May 30 |
| April 1 – June 30 | August 31 |
| July 1 – September 30 | November 30 |
| October 1 – December 31 | February 29 |

H. Staffing. MDH will maintain staffing positions as listed in ~~a~~Attachments ~~a~~A-1 and A-2, and agrees to provide:
   a. Supervision of staff and services under the agreement through the following positions:
      i. Systems Analysis Supervisor;
      ii. Epidemiology and Surveillance Unit Manager;
      iii. HIV Testing Supervisor;
      iv. The respective successors of anyone identified in section 1.I(a)(i) through (vii), supra, who leaves MDH during this Contract's term.
   b. DHS with position descriptions for each staff position listed in Attachments A-1 and A-2.
   c. DHS with written notice of staff changes and or position responsibility changes new staff resumes within 30 days of each change throughout the life of this agreement.
   d. Time and Effort Verification. MDH and its subgrantees must certify actual time and effort for all staff whose time and effort are accounted for under this agreement. Certifications must be submitted quarterly with the Quarterly Report per clause 2.1(H). Certification of time and effort must be recorded:
      i. Semi-annually should staff be 100 percent full time equivalent (FTE) under funding provided by DHS
      ii. Monthly should staff be paid under multiple funding streams including funds provided by DHS.

## REVISION 3. Clause 3.3 "Total Obligation," is amended as follows:

**3.3 Total Obligation.** The total obligation for all compensation and reimbursements to MDH under this AGREEMENT will not exceed ~~three million two hundred thousand dollars ($3,200,000)~~ four million four hundred ninety-seven five hundred twenty-four dollars ($4,497,524.00).

A. **Unspent funds.** Unspent funds at the end of the annual year are returned to DHS and are not available for use in subsequent budget years. Subclause 3.3, "Total Obligation," may be corrected to reflect unspent funds.

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

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## APPROVED:

### 1. STATE ENCUMBRANCE VERIFICATION

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

By: Signed by: Amanda Prince 0DA84D80F837489...

Date: 12/19/2024

SWIFT Contract No: 221679

### 2. State Agency

By: DocuSigned by: Christine Taylor F12184B6D90D4B2...

Title: Financial Services Manager

Date: 1/2/2025

### 3. DHS

By (with delegated authority): DocuSigned by: Colin Stemper C6BF307970464FB...

Title: Chief Administrative Officer

Date: 1/2/2025

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Attachment A-2 MDH IAA Budget 2025

# 2025 DHS Rebate

## January 1, 2025 - December 31, 2025

**Total** **$1,297,524**

| | | Annual | FTE | Hrly Rate | Ttl Fringe | Months | Ttl Hours | Amount Requested | TTL Salary |
|---|---|---|---|---|---|---|---|---|---|
| **A.** | **Personnel** | | | | | | | | **$301,632** |
| 1 | Dominique Cavallo (CAREWare Trainer) | $86,506 | 1.00 | $41.43 | $26,800 | 12 | 2080 | $86,174 | |
| 2 | Jose Ramirez (HIV Testing Supervisor) | $104,609 | 0.95 | $50.10 | $30,788 | 12 | 2080 | $98,998 | |
| 3 | Hannah Kass-Aten (Care & Prevention Epidemiologist) | $73,017 | 1.00 | $34.97 | $22,622 | 12 | 2080 | $72,738 | |
| 4 | Quay Catalpa (HIV Testing Coordinator) | $87,780 | 0.50 | $42.04 | $13,598 | 12 | 2080 | $43,722 | |
| **B.** | **Fringe Benefits** | | | | | | | | **$93,808** |
| | Fringe for full time positions is calculated at 31.1% (FICA 6.20%, Medicare 1.45%, Retirement 6.25%, Insurance 17.2%). | | | | | | | | |
| **C.** | **Consultants** | | | | | | | | **$0** |
| **D.** | **Equipment** | | | | | | | | **$0** |
| **E.** | **Supplies** | | | | | | | | **$863** |
| | General Office Supplies @ $250 per FTE | # FTE | 3.45 | | | $250 | | $863 | |
| **F.** | **Travel** | | | | | | | | **$0** |
| | Instate Travel | | | | | | | | |
| **G.** | **Other Expenses** | | | | | | | | **$292,904** |
| | Phone/Copying ($300 per FTE) | # FTE | 3.45 | | | $300 | | $1,035 | |
| | MNIT salary and fringe | | | | | | | $291,869 | |
| | Rohit Saxena | $114,569 | 0.10 | $54.87 | $3,549 | 12 | 2080 | $11,413 | |
| | My Nguyen | $127,660 | 0.55 | $61.14 | $21,753 | 12 | 2080 | $69,944 | |
| | Tina Klein | $141,817 | 1.00 | $67.92 | $43,936 | 12 | 2080 | $141,274 | |
| **H.** | **Contractual** | | | | | | | | **$568,773** |
| | EIS grants | | | | | | | $518,773 | |
| | Children's Hospital HIV Perinatal Capacity Building | | | | | | | $50,000 | |
| | | | | | $125,000 | Amount indirect charged on 4 EIS grants and Childrens | | | |
| **I.** | **Construction** | | | | | | | | **$0** |
| **J.** | **Total Direct** | | | | | | | | **$1,257,980** |
| **K.** | **Total Indirect** | | | | | | | | **$39,544** |
| | Indirect is charged at 10% on salary and fringe | | | | | | | | |
| | Salary | | | | | | | | |
| | Fringe | | | | | | | $301,632 | |
| | Consultants | | | | | | | $93,808 | |
| | Equipment | | | | | | | $0 | |
| | Supplies | | | | | | | $0 | |
| | Travel | | | | | | | $0 | |
| | Other | | | | | | | $0 | |
| | Contractual | | | | | | | $0 | |
| **L.** | **Total Budget** | | | | | | | | **$1,297,524** |
| | Award | | | | | | | | $1,300,000 |
| | Difference | | | | | | | | $2,476 |

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DEPARTMENT OF HUMAN SERVICES

# Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Human Services, Disability Services Division HIV Community Services Unit (DHS) and Minnesota Department of Health (MDH). (This AGREEMENT refers to the 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 **January 1st, 2023** 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 **December 31st, 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."

**1.4 Definition of Funds**. For the purpose of this agreement all funding administered by DHS sourced through State and Federal awards, including awards provided by the Health Resources and Services Administration (HRSA) through the Ryan White HIV/AIDS Treatment Extension Act of 2009: Part B and Rebate, shall be referred to as "Funds".

## 2. DUTIES

### 2.1. MDH's Duties:

A. Subcontracting for Services. MDH agrees to:
   a. Administer Funds.
      i. Through administrative support and legal subcontracts with appropriate subgrantees to provide eligible HIV/AIDS core medical and support services as defined by HRSA.
      ii. As outlined in the two attachments, which are all incorporated into and made part of this agreement:
         1. Attachment A, "Budget"

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2. Attachment B, "State of Minnesota Data Agreement"

b. Work with DHS in Selecting Subgrantees. Coordinate the selection of all subgrantees with DHS before subrecipients begin services. DHS will:
   i. Be a member of the review panel and provide input on the selection of the review panel and be included on all Requests for Proposal (RFP) review panels when selecting subrecipient candidates.
   ii. Reserve the right to make a final decision when selecting potential subrecipients with any Ryan White Act Part B or rebate funds.

c. Ensure all activities conducted under this agreement follow guidance regarding allowable use of funds under HRSA Policy Clarification Notice (PCN) 16-02.

d. Consult DHS With Any Changes. Consult quarterly with and get prior written approval from DHS before implementing and making changes to subcontract terms, program activities, responses to findings identified during site visits, required reporting processes, and quality improvement decisions.

e. Provide DHS with MDH Subgrantee Contracts. Provide DHS with electronic copies or access to electronic copies of each subgrantee contract within 30 calendar days of the execution of the subcontract.

f. Provide DHS with MDH Subgrantee Implementation/Work Plans and Budgets detailing how funds are intended to be used, the number of clients intended to be served and the total units of service to be provided each year upon execution of subgrantee contracts and subsequent amendments.

g. Provide DHS with MDH Subgrantee Invoices. Provide DHS with copies of all invoices from subgrantees. Subgrantee invoices should be provided on a quarterly basis following the service periods listed below.

| **Service Period** | **Report Due By** |
|---|---|
| Jan 1 – Mar 31 | May 30 |
| April 1 – June 30 | Aug 31 |
| July 1 – Sep 29 | Nov 15 |
| Oct 1 – Dec 31 | Feb 15 |

h. Meet STATE Accessibility Requirements. Ensure that any information systems, tools, information content, and work products (including

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applications, web sites, video, learning modules, webinars, presentations, etc., and whether commercial, off-the-shelf (COTS) or custom, purchased or developed) that are delivered to DHS as a deliverable, end product or service comply with the Minnesota IT Accessibility Standards effective September 1, 2010, as updated on June 14, 2018. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

i. Monitor Subgrantees. Monitor the performance of all subgrantees, which includes conducting annual site visits to subgrantees receiving funds provided under this agreement. Site visit content must include Administrative, Programmatic and Fiscal audits as outlined in the Ryan White HIV/AIDS Program (RWHAP) National Monitoring Standards for RWHAP Part B Recipients. DHS asks that MDH:
    i. Informs DHS of all planned subgrantee site visits with at least 30 days notice.
    ii. Allows DHS to participate in one or more site visit per year during the life of this agreement.
    iii. Requests DHS to submit a waiver to the Health Resources and Services Administration (HRSA) should MDH be unable to conduct the required site visits.

j. Inform DHS of Reallocated Funds. When reallocating funds returned by subgrantees, inform DHS of any changes made by submitting an updated budget form (attachment A). Include any justifications needed and a detailed description for all changes.
    i. Reallocating funds to and/or from personnel requires approval from DHS.

k. Comply with Spending Restrictions. Following the Ryan White HIV/AIDS Program (RWHAP) National Monitoring Standards for RWHAP Part B Recipients MDH must:
    i. Submit all indirect cost rate documentation to DHS
    ii. Collect indirect cost rate documentation from subgrantees
    iii. Apply 10% administrative limitation to Indirect cost rates included in each budget

l. Define Acronyms. Clearly define all acronyms with parentheticals.

m. Submit Client-Level Data Reports. Complete reporting activities that ensure that:

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i. Subgrantees submit HIV Services Client-Level Data for each client receiving a Ryan White service under this agreement.
ii. Client Level Data includes demographic and service utilization information about each client.
iii. Client Level Data is entered directly into the Minnesota CAREWare database. Existing provider data import (PDI) grantees may submit data in a format approved by MDH that is compatible with CAREWare.
iv. Client Demographic, eligibility information, and utilization data are due on the 15th of the month for services provided during the previous calendar month for all new clients.
v. Client demographic updates and utilization data are due on the 15th of the month for services provided during the previous calendar month for all continuing clients.
vi. The data sets designated as "Form I" (or "Minnesota Specific") and "Annual Review" are due on July 15 for services provided during the period January–June 30 and on January 15 for services provided during the period July 1–December 31.

n. Incentive Policies. MDH must maintain an agency approved incentive policy:
   i. MDH must ensure that any use of client incentives by its grantees is in accordance with the agency's incentive policy. MDH must require its grantees to develop and submit their incentive policy to MDH for approval before implementation. MDH must not require any conditions in the incentive policy that would conflict with HHS, HRSA HIV/AIDS Bureau (HAB) or other federal guidance.
o. Conduct Early Intervention Services (EIS). MDH must conduct early Intervention Services as follows. MDH must:
   i. Ensure that EIS programs include all components listed under PCN 16-02 and follow the Minnesota Ryan White HIV/AIDS Program Service Area Standards: Early Intervention Services.
   ii. Ensure subgrantees providing HIV testing adhere to the policies and protocols established by MDH for HIV testing funded through other resources.

B. Maintain Client-Level Data. In order to assist DHS in fulfilling HRSA administrative requirements, MDH agrees to administer and maintain the

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CAREWare database for the collection and reporting of all required Client Level Data ("CLD") from subgrantee agencies contracted to receive Ryan White Part B, rebate, state and program income. MDH agrees to:

a. Develop and maintain all supporting documentation (i.e training materials, policies, etc.) related to the database.
b. Work with the server host to identify and solve problems with daily operations of the centralized CAREWare server, ensuring that backups are routinely completed, and critical patches are installed and current.
c. Perform backup and restoration of the CAREWare application ("CAREWare") as needed.
d. Test and install new builds of CAREWare.
e. Report any changes/modification made to CAREWare system to all active users.
f. Add and remove CAREWare users.
g. Audit and enforce system security.
h. Eradicate duplicate client records across domains
i. Work with jProg, the original CAREWare Developer, to test any changes made to system at DHS's request (with MDH's approval) and ensure such changes are made according to desired specifications.
j. Maintain the project to export select data fields from the Enhanced HIV/AIDS Reporting System (eHARS) into CAREWare based on guidance received from Part A and B recipients with DHS approval.
k. Collaborate with Part A and Part B recipients to plan changes to CLD in order to meet federal requirements and local needs and to gather input as needed from provider agencies in relation to such changes.
l. Convene a CLD workgroup to develop an annual work plan related to maintaining the CAREWare system and to assess the work accomplished each year. Through this workgroup MDH will:
    i. Problem solve CAREWare data issues, including completeness and quality of data, and determine how data are used.
    ii. Develop CAREWare-related communications and identify provider training needs.
m. Maintain and update, as needed, documentation related to system administration, data file formats and data dictionaries.

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n. Maintain and modify, as needed, an error- checking program to ensure the quality and completeness of date submitted electronically prior to import into CAREWare.
o. Modify, as needed, the transformation utility to ensure that data files transformed into the format needed for import into CAREWare. MDH will inform Part A and B recipients if it is unable to make modifications.
p. Plan, develop and deliver training for DHS and subrecipients in use of CAREWare so that required data is accurate, meets CAREWare standards and is reported on time.
q. Develop or assist other subrecipients and subgrantees with developing custom reports in CAREWare that will allow recipients to generate aggregate and client level data (not including names) pertaining to all CLD reporting.
r. Provide a data extract to the Part A and Part B recipients on a monthly basis.
s. Submit the annual Ryan White Services Report ("RSR") to HRSA on behalf of the Part A and Part B recipients according to HRSA report submission timelines. MDH will provide the Part A and Part B recipients with CLD "Upload Confirmation Reports" for all providers for whom RSR was submitted in compliance with HRSA due date.
t. Provide technical assistance to other subrecipients and subgrantees via: phone, dedicated help desk, email support and web pages. Help desk support should be available a minimum of four hours per business day per week. Help desk email should be answered within one business day of receipt. Web pages should have resource information and documents relevant to subrecipients' needs. MDH will track help desk activity and report to DHS as needed/requested.
u. When requested, make presentations to the Minnesota Council on HIV/AIDS Care and Prevention (MCHACP) and its sub-committees about CLD.

C. CARE LINK SERVICES. MDH agrees to:
a. Administer a statewide program ("Care Link"), to establish the care status of people diagnosed with HIV that are reported to the program.
b. Reengage individuals to receive primary HIV-related medical care (clinical evaluation and clinical care).

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c. Provide Care Link Services to populations which include, but are not limited to all of the following:
    i. Women who are newly diagnosed with HIV who are African or pregnant.
    ii. Women who are previously diagnosed with HIV who become pregnant.
    iii. People who are newly diagnosed with HIV and not linked to medical care after 30 days of their first positive HIV test.
    iv. People who were previously diagnosed with HIV who do not have a lab in the Enhanced HIV Reporting System or reported to MDH in a designated period of time determined by HIV surveillance. Connect Care Link clients to medical care according to current program standards.
d. Administer Care Link through Care Link Services Diseases Intervention Specialists located in its STD/HIV/TB Section within the Infectious Disease Epidemiology Prevention and Control Division. Care Link services counselors must have all of the following abilities:
    i. Present ideas effectively orally and in writing in a manner that is direct, tactful, professional, clear, and concise.
    ii. Present ideas without the expression of personal prejudice.
    iii. Establish rapport, obtain facts, and document work tasks and information.
    iv. Read and comprehend relevant medical and public health information, policies and procedures sufficient to use and implement the contents in the course of performing position tasks.
    v. Independently plan, organize and formulate strategies for tasks assigned.
    vi. Gain, demonstrate, and use their knowledge of HIV medical care, medical case management services and HIV support services.
    vii. Provide evidence of their experience conducting client interviews to elicit and discuss sensitive information.
e. Accurately show and retain all data required in the DHS reporting forms.
f. Report in its quarterly report all challenges and barriers to offering services.

D. eHARS to CAREWare EPI Care. MDH agrees to:
    a. Conduct a monthly match between client names in the CAREWare and eHARS data systems.

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b. Import a limited set of data including CD4 and viral load test dates and results, from eHARS into CAREWare for clients who are included in the match.
c. Work with subrecipients to clear up duplicate client records in CAREWare to ensure accurate import of eHARS date.
d. Work with subrecipients to ensure the proper use of eHARS data in CAREWare to monitor client engagement in care.

E. Report HIV Surveillance Data. MDH agrees to direct Surveillance staff paid from funds provided by this agreement to act as a reference resource for DHS regarding HIV surveillance data. This resource person will create ad hoc reports on surveillance data as mutually agreed upon by MDH and DHS. The surveillance staff will participate in Client Level Data workgroup meetings as needed.

F. Assist Data Reporting MDH agrees to:
a. Assist DHS with analyzing and creating reports as needed that pertain to HIV surveillance, CLD data, maintenance of effort, and linkages between HIV prevention and HIV care services.
b. Share CLD with DHS, MDH grantees and other beneficial partners to monitor and plan services to address varying levels of care being received by Minnesotans living with HIV.

G. Community Planning. MDH agrees to participate, when requested by DHS, in community-based planning processes, including state, local and federal grantee planning processes. A named representative to participate in the quarterly Quality Advisory Committee (QMN) meetings scheduled in the months of January, April, July, and October.

H. Quarterly Reports. MDH agrees to provide DHS with quarterly, written reports outlining the progress on work accomplished for all areas of funding. DHS will provide a template for reports. MDH must submit reports on the following schedule:

| **Service Period** | **Report Due By** |
|---|---|
| July 1–September 30 | November 15 |
| October 1–December 31 | February 15 |
| January 1–March 31 | May 15 |
| April 1–June 30 | July 30 |

I. Staffing. MDH will maintain staffing positions as listed in attachment a, and agrees to provide:

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a. Supervision of staff and services under the agreement through the following positions:
    i. Systems Analysis Supervisor;
    ii. Epidemiology and Surveillance Unit Manager;
    iii. STD/HIB/TB Section Manager;
    iv. Assistant Section Manager;
    v. Partner Services Supervisor;
    vi. HIV Testing Supervisor;
    vii. HIV Prevention Unit Manager;
    viii. Partner and Care Link Services Unit Manager, or their respective successors.
    ix. The respective successors of anyone identified in section 1.I(a)(i) through (vii), supra, who leaves MDH during this Contract's term.
b. DHS with position descriptions for each staff position listed in Attachment A.
c. DHS with written notice of staff changes and or position responsibility changes new staff resumes within 30 days of each change throughout the life of this agreement.
d. Time and Effort Verification. MDH and its subgrantees must certify actual time and effort for all staff whose time and effort are accounted for under this agreement. Certifications must be submitted quarterly with the Quarterly Report per clause 2.1(H). Certification of time and effort must be recorded:
    i. Semi-annually should staff be 100 percent full time equivalent (FTE) under funding provided by DHS
    ii. Monthly should staff be paid under multiple funding streams including funds provided by DHS

**2.2. DHS's Duties:**

DHS, through its HIV/AIDS Services Unit within the Disability Services Division, will provide the following duties under this agreement, including planning, coordination, community planning, grant administration and service provision:

**A. Coordinate Planning.**

a. Cooperate with MDH and other Ryan White HIV/AIDS Program (RWHAP) subrecipients in service delivery system planning.
b. Act as lead state agency in coordinating state efforts regarding HIV care provided under RWHAP.

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**B. Administer Grants.** DHS agrees to serve as the applicant and designated grantee for the State of Minnesota grant under Part B of the Ryan White HIV/AIDS Treatment Modernization act. Responsibilities include submitting the annual grant application, completing all required forms and reports, administering the funds awarded through the grant, and completing the responsibilities designated under the grant.

## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DHS will provide consideration for all services that MDH performs under this AGREEMENT as follows:

A. **Budget Overruns.** Any overrun on line items, with the exception of Salaries and Fringe in DHS's approved budget, that exceeds ten percent (10%) of the grant award requires prior approval from DHS and must include budget justification. Any overrun on Salaries and Fringe line items requires prior approval form DHS. Notwithstanding Section 10, "Amendments," any budget revision that does not require an amendment can be made on a budget revision form supplied by DHS. Amendments are required to add a budget line item, extend the end date, and increase or decrease the total grant award, pursuant to Section 6 of this Contract.

B. **Compensation.** MDH will be paid quarterly and in accordance with the state fiscal year.

C. **Reimbursement.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by MDH 'S performance of this agreement shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. MDH shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from DHS.

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

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to MDH under this AGREEMENT will not exceed **three million two hundred thousand** dollars ($3,200,000).

A. **Unspent funds.** Unspent funds at the end of the annual budget year are returned to DHS and are not available for use in subsequent budget years. Sub-clause 3.3 Total Obligation may be corrected to reflect unspent funds.

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**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 **Shea Amaro** or successor. email: **Shea.K.Amaro@state.mn.us**. This representative has final authority for accepting MDH's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. MDH.** MDH's Authorized Representative is Christine Jones or successor. Phone and email: **651-201-4038, Christine.Jones@state.mn.us**. 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.

Information privacy and security shall be governed by the "State of Minnesota Data Agreement" which is attached and incorporated into this AGREEMENT as Attachment **B**.

## 11. OTHER PROVISIONS.

**11.1 Contingency Planning.** This section applies if MDH will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, MDH and any subcontractor will have a contingency plan. The contingency plan shall:

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**a.** Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;

**b.** Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;

**c.** Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for DHS with regard to emergency preparedness and response issues, the EPRC shall provide updates to DHS as the health emergency unfolds;

**d.** Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;

**e.** Provide alternative operating plans for Priority 1 or Priority 2 functions;

**f.** Include a procedure for returning to normal operations; and

**g.** Be available for inspection upon request.

**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:

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DEPARTMENT OF HUMAN SERVICES

1. DHS ENCUMBRANCE VERIFICATION

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

By: DocuSigned by: Dave Van Watermeulen 4A08B3469E7540F...

Date: 11/28/2022

SWIFT Contract No 221679

SWIFT PO 3000097035

MDH Finance with Delegated Authority to Sign

DocuSigned by: Theresa L Peaslee 17FF20C942C24D3...

Accounting Director

12/29/2022 | 12:29:16 PM CST

2. MDH

By: DocuSigned by: Christine Jones 743F7F7AECBA4D7...

Title: STD, HIV, and TB Section Manager

Date: 11/28/2022

3. DHS

By: DocuSigned by: Heidi Hamilton C5D2ACDAC5F1465...

With delegated authority

Title: Acting Division Director

Date: 12/2/2022

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

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# Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Human Services, Behavioral Health Division (DHS) and Minnesota Department of Health (the PROVIDING AGENCY). (This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as "an AGENCY," and collectively as "the AGENCIES.")

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

THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date**. The AGREEMENT is effective on **July 1, 2023** or the date that the PROVIDING AGENCY signs with the final signature, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later.

**1.2. Expiration Date.** The AGREEMENT remains in effect through **June 30, 2027**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES' satisfaction, whichever occurs first.

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

## 2. DUTIES

### 2.1. Providing Agency's Duties:

PROVIDING AGENCY must:

1. Allocate **$231,000 per year** through this AGREEMENT to support 988 Suicide and Crisis Lifeline Centers in Minnesota in fulfilling the statutory requirement in Minnesota Statutes, section 245.469, subd.3, which requires a 24/7 central phone number to gain access to crisis services.
    a. Provide information and training to the Minnesota's 988 Suicide and Crisis Lifeline Centers on function and location of Mobile Crisis Teams and when/how to refer calls to them; and
    b. Facilitate relationship building between 988 Suicide and Crisis Lifeline Centers and the Minnesota Mobile Crisis Teams to promote appropriate referrals.
2. Release a competitive Request For Proposal for the purpose of regional suicide prevention coordination and execute contract(s) with up to 3 qualified responder(s) to perform the tasks and services set forth in this AGREEMENT and in accordance with **Attachment A**, Responder Requirements and Task Deliverables, which is attached and incorporated into this AGREEMENT.

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3. Upon execution of successful responder contract(s), inform DHS and share copies of relevant contract documents.
4. Monitor and review successful responder performance and compliance with terms of executed contract(s).
5. Meet monthly with successful responders to ensure duties are met.
6. Provide technical assistance to successful responders including review of content, curriculum and/or trainings to ensure alignment with national best practices for crisis and suicide prevention.
7. Provide DHS with data on a quarterly basis each year of the agreement:
    a. July 1- September 30 report due October 30
    b. October 1-December 31 report due January 30
    c. January 1-March 31 report due April 30
    d. April 1-June 30 report due July 30
8. On a quarterly basis PROVIDING AGENCY will submit the following data from the 988 Suicide and Crisis Lifeline Centers to DHS in a format approved by DHS's State Authorized Representative:
    a. Volume of texts, calls, and messages by month with yearly total;
    b. Location of texts, calls and messages by region/ 988 Suicide and Crisis Lifeline Center;
    c. Non identifiable demographics as provided by /contact, such as race/ethnicity, age, gender, sexual orientation, military status;
    d. Primary nature for contact;
    e. Volume of texts, calls, and messages referred to local mobile crisis teams
    f. Additional information from the responders doing regional coordination, including:
        i. Number of outreach efforts and training for suicide prevention
        ii. Number of people trained
        iii. Type of training/outreach
        iv. Number of postvention support and outreach, and
        v. Number of communities engaged in comprehensive suicide prevention.
    9. Provide timely responses to DHS inquires related to the AGREEMENT
    10. Any changes to the PROVIDING AGENCY'S Authorized Representative must be submitted in writing to DHS within 10 business days of the change.

## 2.2. DHS's Duties:

DHS must:

1. Provide timely responses to PROVIDING AGENCY inquiries related to the AGREEMENT.
2. Inform PROVIDING AGENCY of any loss of or change in funding for AGREEMENT.
3. Ensure that payment is provided in a timely manner to PROVIDING AGENCY for deliverables included in 2.1 PROVIDING AGENCY'S DUTIES and Attachment B: BUDGET.

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## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DHS will provide consideration for all services that PROVIDING AGENCY performs under this AGREEMENT as follows:

**3.2. Terms of Payment.** DHS must pay PROVIDING AGENCY within 30 days after the PROVIDING AGENCY presents invoices for services it performs. PROVIDING AGENCY will invoice DHS in accordance with the budget in **ATTACHMENT B.**

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to PROVIDING AGENCY under this AGREEMENT will not exceed **five million four hundred and twenty-four thousand dollars ($5,424,000)**.

**3.4 Federal funds.** N/A

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

## 5. AUTHORIZED REPRESENTATIVES.

**5.1. DHS.** DHS's Authorized Representative for the purposes of administration of this AGREEMENT is **Jenna Beeson-Brevig** or successor. Phone and email: **651-431-3442 Jenna.Beeson.Brevig@state.mn.us**. This representative has final authority for accepting PROVIDING AGENCY's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. Providing Agency.** PROVIDING AGENCY's Authorized Representative is **Tanya Carter** or successor. Phone and email: **218-332-5167 tanya.carter@state.mn.us**. PROVIDING AGENCY will immediately notify DHS if PROVIDING AGENCY'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 PROVIDING AGENCY will receive payment, determined on a pro rata basis, for work or services satisfactorily performed.

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**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 neither AGENCY will 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 the other AGENCY 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 PROVIDING AGENCY 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, PROVIDING AGENCY 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, PROVIDING AGENCY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this AGREEMENT. If PROVIDING AGENCY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this AGREEMENT, PROVIDING AGENCY will be responsible for its own compliance.

**10.3.** Notwithstanding paragraph A and B, in its capacity as PROVIDING AGENCY under this AGREEMENT, PROVIDING AGENCY 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 PROVIDING AGENCY 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 PROVIDING AGENCY or DHS.

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

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

**10.6.** PROVIDING AGENCY 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 PROVIDING AGENCY in performing its duties under this AGREEMENT.

## 11. OTHER PROVISIONS. None

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DEPARTMENT OF HUMAN SERVICES

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DEPARTMENT OF HUMAN SERVICES

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: DocuSigned by: _____
9780AF8E93764DF...

Date: 2/16/2023

SWIFT Contract No: IAK 224920

SWIFT PO #: 3000098380

2. PROVIDING AGENCY – Minnesota Department of Health

By: DocuSigned by: Terri Peasley
17FF20C942C24D3...

Title: Accounting Director

Date: 2/16/2023

3. DHS

By: DocuSigned by: _____
904F44905FD84D3...

With delegated authority

Title: Interim Deputy Assistant Commissioner

Date: 2/16/2023

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

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DEPARTMENT OF HUMAN SERVICES

**ATTACHMENT A**

**Responder Requirements and Task Deliverables**

1. Responder proposals must describe the following dimensions specific to their organizational capacity, including:
    - Collaboration and communication
    - Quality improvement efforts including a process for how your organization will receive and implement feedback from community partners in each region.
    - A breakdown of the percentage of time proposed to spend on the following to ensure a comprehensive approach to suicide prevention is taken: marketing, community presentations, trainings across sectors, participating in community meetings, providing technical assistances to community.
    - Evaluation elements that will measure impact and process; please note Evaluation plans will be a collaborative effort and are subject to approval by the State
    - Innovative ideas on quarterly data reporting and experience providing qualitative and quantitative data.
    - As part of the comprehensive approach to suicide prevention, provide a protocol to be implemented for response to a death by suicide to reduce contagion.
    - Part of this is an effort to work collaboratively and coordinate. Please identify and provide a letter of commitment from a local public health entity and a local mental health service provider to demonstrate an awareness of local level resources and how to coordinate with them at the regional level.
    - Provide a description of how you would implement this effort and lead this effort in an area that does not have pre-existing significant suicide prevention efforts in place.
    - Provide a description of how you would collaborate to provide an integrated effort for suicide prevention in areas where this effort has already been started.

2. Task Deliverables

(1) Provide regionally coordinated comprehensive suicide prevention services for all 87 counties and all tribal nations in the state of Minnesota to support awareness of suicide prevention and information on how to access the statewide crisis messaging and suicide response services.

(2) Provide community education on the availability of the 988 suicide and crisis lifeline and how to access the lifeline through marketing of the statewide 988 suicide and crisis lifeline.

(3) Promote 988 suicide and crisis lifeline as a part of the continuum of care.

(4) Partner with local Mental Health facilities, medical providers, school counselors, juvenile justice, probation officers, and county providers to provide evidence-based practice trainings and information on access to services.

a. Provide and coordinate trainings inclusive of but not limited to ASIST (Applied Suicide Intervention Skills Training), QPR (Question, Persuade, Respond), SAFE TALK, Sources of strength, AAS (American Association of Suicidology Recognizing and Responding to Risk)

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b. Consistently collaborate across sectors (youth and adult serving organizations, schools, health care, educational institutions, corrections and juvenile justice system, foster care system, substance abuse and mental health programs and other youth and adult supporting organizations to provide (as much) a coordinated response to a suicidal crisis.

c. Provide postvention Curriculum based training support after a death by suicide.

(5) Increase knowledge and awareness of the warning signs for suicide and how to connect individuals in crisis with assistance and care.

a. Use evidence-based practices with outreach/education (e.g. protective factors and risk factors, safe messaging)

(6) Promote timely access to high-quality culturally appropriate services for persons at heightened risk for suicide.

a. Connect individuals in Minnesota with trained crisis counselors and access to local resources, including but not limited to referrals to community mental health options, emergency departments, and locally available mobile crisis teams, housing resources, faith based/spiritual resources, when appropriate by uploading quarterly and maintaining current local level resources in the United Way 211 database for 988 Suicide & Crisis Lifeline to access;

(7) Maximize availability of services and access across the state, in conjunction with other suicide prevention programs and services;

(8) Coordinate with Minnesota Department of Health Regional Coordinators on efforts for trainings and suicide awareness on a Regional Level to prevent duplication of services and to ensure and complement existing efforts amongst all Regional Coordinators.

(9) Partner with 988 Suicide and Crisis Lifeline Centers to utilize data captured by the 988 Lifeline call centers, to inform the needs of the region and to plan for services to support the identified needs of each region.

(10) Provide quarterly data reports on the following by region:

1. Number and topic of trainings provided
2. Number of participants (and from which sector/discipline) trained in each topic
3. Agencies/programs/sectors collaboration and outreach occurred with and purpose for collaboration
4. Suicide prevention activities facilitated
5. Community meetings attended (Local Advisory meetings, regional meetings and collaboratives)
6. Number and location of postvention support provided

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DEPARTMENT OF HUMAN SERVICES

**Attachment B:** Budget

| BUDGET SUMMARY | | BUDGET SUMMARY | | BUDGET SUMMARY | | BUDGET SUMMARY | | PROJECT TOTAL |
|---|---|---|---|---|---|---|---|---|
| FY24 (07/01/2023-06/31/2024) | | FY25 (07/01/2024-06/31/2025) | | FY26 (07/01/2025-06/31/2026) | | FY27 (07/01/2026-06/31/2027) | | |
| CATEGORY | TOTAL BUDGET | CATEGORY | TOTAL BUDGET | CATEGORY | TOTAL BUDGET | CATEGORY | TOTAL BUDGET | |
| Salaries | $ - | Salaries | $ - | Salaries | $ - | Salaries | $ - | |
| Fringe Benefits | $ - | Fringe Benefits | $ - | Fringe Benefits | $ - | Fringe Benefits | $ - | |
| Contracted Services | $ 1,125,000.00 | Contracted Services | $ 1,125,000.00 | Contracted Services | $ 1,125,000.00 | Contracted Services | $ 1,125,000.00 | |
| Space Cost (Incl utilities) | $ - | Space Cost | $ - | Space Cost (Incl | $ - | Space Cost (Incl | $ - | |
| Equipment | $ - | Equipment | $ - | Equipment | $ - | Equipment | $ - | |
| Bonds & Insurance | $ - | Bonds & Insurance | $ - | Bonds & Insurance | $ - | Bonds & Insurance | $ - | |
| Copying | $ - | Copying | $ - | Copying | $ - | Copying | $ - | |
| Data Processing | $ - | Data Processing | $ - | Data Processing | $ - | Data Processing | $ - | |
| Communications | $ 231,000.00 | Communications | $ 231,000.00 | Communications | $ 231,000.00 | Communications | $ 231,000.00 | |
| Instate Travel | $ - | Instate Travel | $ - | Instate Travel | $ - | Instate Travel | $ - | |
| Out-of-State Travel | $ - | Out-of-State Travel | $ - | Out-of-State Travel | $ - | Out-of-State Travel | $ - | |
| Program Costs | $ - | Program Costs | $ - | Program Costs | $ - | Program Costs | $ - | |
| Evaluation | $ - | Evaluation | $ - | Evaluation | $ - | Evaluation | $ - | |
| Staff Development | $ - | Staff Development | $ - | Staff Development | $ - | Staff Development | $ - | |
| Client Transportation | $ - | Client Transportation | $ - | Client Transportation | $ - | Client Transportation | $ - | |
| Total Direct Costs | $ 1,356,000.00 | Total Direct Costs | $ 1,356,000.00 | Total Direct Costs | $ 1,356,000.00 | Total Direct Costs | $ 1,356,000.00 | |
| Indirect Cost | $ - | Indirect Cost | $ - | Indirect Cost | $ - | Indirect Cost | $ - | |
| TOTAL REQUEST - FY24 | $ 1,356,000.00 | TOTAL REQUEST - FY25 | $ 1,356,000.00 | TOTAL REQUEST - FY26 | $ 1,356,000.00 | TOTAL REQUEST - FY27 | $ 1,356,000.00 | $ 5,424,000.00 |

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DEPARTMENT OF HUMAN SERVICES

| **BUDGET JUSTIFICATION: *FY24*** (07/01/2023-06/31/2024) | | | **BUDGET JUSTIFICATION: *FY25*** (07/01/2024-06/31/2025) | | | **BUDGET JUSTIFICATION: *FY26*** (07/01/2025-06/31/2026) | | | **BUDGET JUSTIFICATION: *FY27*** (07/01/2026-06/31/2027) | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CATEGORY | JUSTIFICATION NARRATIVE | Budget Year 1 | CATEGORY | JUSTIFICATION NARRATIVE | Budget Year 2 | CATEGORY | JUSTIFICATION NARRATIVE | Budget Year 3 | CATEGORY | JUSTIFICATION NARRATIVE | Budget Year 4 |
| Salaries | | | Salaries | | | Salaries | | | Salaries | | |
| Fringe | | | Fringe | | | Fringe | | | Fringe | | |
| Contracted Services | PROVIDING AGENCY will distrubute funds to their contracted providers to meet the deliverables agreed upon in Amendment A. | $ 1,125,000 | Contracted Services | PROVIDING AGENCY will distrubute funds to their contracted providers to meet the deliverables agreed upon in Amendment A. | $ 1,125,000 | Contracted Services | PROVIDING AGENCY will distrubute funds to their contracted providers to meet the deliverables agreed upon in Amendment A. | $ 1,125,000 | Contracted Services | PROVIDING AGENCY will distrubute funds to their contracted providers to meet the deliverables agreed upon in Amendment A. | $ 1,125,000 |
| Space Cost | | | Space Cost | | | Space Cost | | | Space Cost | | |
| Equipment | | | Equipment | | | Equipment | | | Equipment | | |
| Bonds & Insurance | | | Bonds & Insurance | | | Bonds & Insurance | | | Bonds & Insurance | | |
| Copying | | | Copying | | | Copying | | | Copying | | |
| Data Processing | | | Data Processing | | | Data Processing | | | Data Processing | | |
| Communications | Support 988 Suicide and Crisis Lifeline Centers in providing 24/7 access to mobile crisis services | $ 231,000 | Communications | Support 988 Suicide and Crisis Lifeline Centers in providing 24/7 access to mobile crisis services | $ 231,000 | Communications | Support 988 Suicide and Crisis Lifeline Centers in providing 24/7 access to mobile crisis services | $ 231,000 | Communications | Support 988 Suicide and Crisis Lifeline Centers in providing 24/7 access to mobile crisis services | $ 231,000 |
| Instate Travel | | | Instate Travel | | | Instate Travel | | | Instate Travel | | |
| Out-of-State Travel | | | Out-of-State Travel | | | Out-of-State Travel | | | Out-of-State Travel | | |
| Program Costs | | | Program Costs | | | Program Costs | | | Program Costs | | |
| Evaluation | | | Evaluation | | | Evaluation | | | Evaluation | | |
| Staff Development | | | Staff Development | | | Staff Development | | | Staff Development | | |
| Client Transportation | | | Client Transportation | | | Client Transportation | | | Client Transportation | | |
| Total Direct Costs | | $ 1,356,000 | Total Direct Costs | | $ 1,356,000 | Total Direct Costs | | $ 1,356,000 | Total Direct Costs | | $ 1,356,000 |
| Indirect Cost | | | Indirect Cost | | | Indirect Cost | | | Indirect Cost | | |
| TOTAL REQUEST Year 1 | | $ 1,356,000 | TOTAL REQUEST Year 2 | | $ 1,356,000 | TOTAL REQUEST Year 3 | | $ 1,356,000 | TOTAL REQUEST Year 4 | | $ 1,356,000 |

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# Amendment 1 to Interagency Agreement 239154

| | | | |
|---|---|---|---|
| Contract Start Date: | 11/01/2023 | Original Contract: | $1,100,000 |
| Original Contract Expiration Date: | 6/30/2026 | Previous Amendment(s) Total: | $n/a |
| Current Contract Expiration Date: | 06/30/2026 | This Amendment: | $n/a |
| Requested Contract Expiration Date: | n/a | Total Contract Amount: | $1,100,000 |

**This amendment** ("Amendment") is by and between Minnesota Department of Human Services, Behavioral Health Division, (hereinafter DHS) and Minnesota Department of Health (MDH), (hereinafter the PROVIDING AGENCY). (This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as "an AGENCY," and collectively as "the AGENCIES.")

## Recitals

1. The AGENCIES have an agreement identified as 239154 ("Original Agreement") with MDH to plan, facilitate, coordinate, provide, and support the organization of services for 1) the prevention and control of disease and 2) the limitation of disabilities resulting therefrom.

2. The AGENCIES agree that the Original Agreement should be modified in order to modify the invoicing and payment method.

3. The AGENCIES are willing to amend the Original Agreement as stated below.

## Contract Amendment

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

The parties agree to the following revisions:

### REVISION 1: Clause 2.1, "MDH's Duties," subclause 2.1.5, only, is amended as follows:

5. Provide DHS with <u>quarterly invoices for services it performs</u>, ~~expenditure reports on a quarterly basis each year of the AGREEMENT in the STATE Enterprise Grants Management System (EGMS). MDH shall submit expenditures~~ according to the following schedule:

| Due date: | For service period: |
|---|---|
| October 30 | July 1 – September 30 |
| January 30 | October 1 – December 31 |
| April 30 | January 1 – March 31 |
| July 30 | April 1 – June 30 |

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## REVISION 2. Clause 2.2, "DHS's Duties", subclause 2.2.3, only, is amended as follows:

**2.2. DHS's Duties:**

DHS must:

1. Provide timely responses to MDH inquiries related to the AGREEMENT.
2. Inform MDH of any loss of or change in funding for the AGREEMENT.
~~3. Ensure that advance payment of $1,100,000 is transferred to MDH within thirty (3) days of the effective date of this agreement.~~
~~4~~3. A MDH representative shall present to DHS each tribe's decision within three months of the effective date of this AGREEMENT, at which time DHS will determine distribution of any additional funds resulting from tribes declining their portion of the award.
~~5~~4. DHS will have final approval of any redistribution and reserves the right to reallocate any declined funding to other OERAC initiative

## REVISION 3: Clause 3.2, "CONSIDERATION AND TERMS OF PAYMENT" is amended as follows:

**3.2. Terms of Payment.** DHS must pay MDH ~~an advance of $1,100,000, the full amount of this AGREEMENT, within ninety (90) days of the effective date of this AGREEMENT. MDH will report all expenditures and return any unspent funds to DHS at the expiration of this AGREEMENT, in accordance with clause 2.1 of this AGREEMENT~~ within 30 days after MDH presents invoices for services it performs.

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

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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: DocuSigned by: 9780AF8E93764DF... _____

Date: 6/6/2024

SWIFT Contract No: 239154

SWIFT PO #: 3-105795

**2. MDH – Minnesota Department of Health**

By: DocuSigned by: 17A541D322A54E8... _____

Title: Budget Operations Director

Date: 7/10/2024

**3. DHS**

By: DocuSigned by: 904F44905ED84D3... _____

(With delegated authority)

Title: Deputy Assistant Commissioner

Date: 7/10/2024

**Distribution:**

DHS – Original (fully executed) contract

MDH

Contracting & Legal Compliance, Contracts Unit- #0238

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DEPARTMENT OF HUMAN SERVICES

# Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Human Services, Behavioral Health Division (DHS) and Minnesota Department of Health (MDH). (This AGREEMENT refers to the DHS and MDH each individually as "an AGENCY," and collectively as "the AGENCIES.")

**Recitals**

1. Whereas DHS and MDH 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)
2. Whereas, MDH is empowered to enter into this agreement under Minn. Stat. §§ 15.061, 144.05 and 144.0742; and
3. Whereas, Minnesota, and the United States, are currently experiencing a preventable drug overdose epidemic; and
4. Whereas, Minnesota Statutes Section 144.05, Subdivision 1(2), authorizes MDH to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness and disease and the limitation of disabilities resulting therefrom;

THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date.** The AGREEMENT is effective on **November 1, 2023**, or the date that 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, 2026**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES' satisfaction, whichever occurs first.

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

## 2. DUTIES

### 2.1. MDH's Duties:

MDH must:

1. Through this AGREEMENT, support the Opioid Epidemic Response Advisory Council (OERAC) direct appropriation to the eleven (11) Minnesota tribes in accordance with Minnesota Statute 256.042 by negotiating acceptance, activities, and deliverables of the one million one hundred

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thousand dollars **($1,100,000)** directly appropriated by OERAC to DHS.

2. MDH will establish a written agreement through a new or existing MDH contract or grant with each individual tribe. In establishing the contractual agreements, MDH shall meet the following conditions set forth by OERAC:
   a. Each tribe shall be offered an award of up to one hundred thousand dollars ($100,000).
   b. Within two (2) months of the effective date of this AGREEMENT, MDH shall obtain a letter of intention from each tribe to accept or decline their one hundred-thousand-dollar ($100,000) portion
   c. Tribes choosing to decline may indicate a preference for how their one hundred thousand dollars ($100,000) is redistributed.
3. Within six (6) months of the effective date of this AGREEMENT, MDH shall present OERAC with a report on the following:
   a. A summary of funding distribution.
   b. A summary giving overview of each tribe's project being funded by OERAC special appropriation.
   c. At least one (1) key deliverable outcome or output measure to report on at the end of the grant for each project being funded.
4. MDH will present OERAC with a report on the following:
   a. A summary review of each project.
   b. A summary of output and outcome measures for each project.
   c. The final accounting report on expenditures with any remaining balance of unspent money.
5. Provide DHS with expenditure reports on a quarterly basis each year of the AGREEMENT in the STATE Enterprise Grants Management System (EGMS). MDHhall submit expenditures according to the following schedule:

| **Due date:** | **For service period:** |
|---|---|
| October 30 | July 1 – September 30 |
| January 30 | October 1 – December 31 |
| April 30 | January 1 – March 31 |
| July 30 | April 1 – June 30 |

6. Ensure any unspent funds given to MDH as part of the $1,100,000 advance given as part of this AGREEMENT will be returned to DHS within three (3) months of the expiration of this AGREEMENT.
7. Provide timely responses to DHS inquires related to the AGREEMENT.
8. Any changes to MDH's Authorized Representative must be submitted in writing to DHS within ten (10) business days of the change.

## 2.2. DHS's Duties:

DHS must:

1. Provide timely responses to MDH inquiries related to the AGREEMENT.

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2. Inform MDH of any loss of or change in funding for the AGREEMENT.
3. Ensure that advance payment of **$1,100,000** is transferred to MDH within thirty (3) days of the effective date of this agreement.
4. A MDH representative shall present to DHS each tribe's decision within three months of the effective date of this AGREEMENT, at which time DHS will determine distribution of any additional funds resulting from tribes declining their portion of the award.
5. DHS will have final approval of any redistribution and reserves the right to reallocate any declined funding to other OERAC initiatives.

## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DHS will provide consideration for all services that MDH performs under this AGREEMENT as follows:

**3.2. Terms of Payment.** DHS must pay MDH an advance of $1,100,000, the full amount of this AGREEMENT, within ninety (90) days of the effective date of this AGREEMENT. MDH will report all expenditures and return any unspent funds to DHS at the expiration of this AGREEMENT, in accordance with clause 2.1 of this AGREEMENT.

**3.3. Total Obligation.** The total obligation to MDH under this AGREEMENT will not exceed **$1,100,000**.

**3.4. Federal funds.** N/A

**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 **Jeffrey Campe** or successor. Phone and email: **651-431-4631; Jeffrey.Campe@state.mn.us.** This representative has final authority for accepting MDH's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. MDH.** MDH's Authorized Representative is **Terri Peaslee** or successor. Phone and email: **651-201-4344; terri.peaslee@state.mn.us.** 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.

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**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, MDH will return to DHS advanced payment exceeding what they are determined to be owed 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 neither AGENCY will 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 the other AGENCY 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.** MDH and DHS agree that each is independently responsible for complying with the Data Practices Act, Minnesota Statutes, Chapter 13, and that each party will be responsible for its own acts and those of its employees and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or its employees, or the results thereof.

**11. OTHER PROVISIONS.** None.

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DEPARTMENT OF HUMAN SERVICES

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: DocuSigned by: 9780AF8E93764DF... _____

Date: 1/11/2024 _____

SWIFT Contract No: IAK 239154 _____

SWIFT PO #: 3-105795 _____

2. MDH – Minnesota Department of Health

By: DocuSigned by: Terri Peasley 17FF20C942C24D3... _____

Title: Accounting Director _____

Date: 1/11/2024 _____

3. DHS

By: DocuSigned by: 904F44905FD84D3... _____

With delegated authority

Title: Deputy Assistant Commissioner _____

Date: 1/16/2024 _____

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

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# Amendment 1 to Interagency Agreement 239663

| | | | |
|---|---|---|---|
| Contract Start Date: | 1/1/2024 | Original Contract: | $648,986.52 |
| Original Contract Expiration Date: | 12/31/2024 | Previous Amendment(s) Total: | $-0- |
| Current Contract Expiration Date: | 12/31/2024 | This Amendment: | $750,306.56 |
| Requested Contract Expiration Date: | 12/31/2025 | Total Contract Amount: | $1,399,293.08 |

**This amendment** ("Amendment") is by and between Minnesota Department of Human Services, Health Improvement and Benefit Design Division ("DHS") and Minnesota Department of Health ("MDH"). DHS and MDH each individually referred to as "an AGENCY," and collectively as "the AGENCIES."

**Recitals**

1. The AGENCIES have an agreement identified as IAK%239663 ("Original Agreement") to conduct immunization recall outreach activities to Medical Assistance-eligible children and adolescents.

2. The Original Agreement is being amended because the AGENCIES agree that additional time and funds for the satisfactory completion of the interagency agreement.

3. The AGENCIES are willing to amend the Original Agreement as stated below.

**Contract Amendment**

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

The parties agree to the following revisions:

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

**1.2** Expiration date. December 31, 2025 ~~December 31, 2024~~, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2:** Clause 3, **"Consideration and Payment,"** is amended as follows:

**3. Consideration and Payment**

DHS will provide consideration for all services that MDH performs within 30 days after MDH presents invoices showing the number of recall/reminder notifications sent to MA-eligible children and adolescents.

Payment will be made at a rate of $1.03 per MA-eligible child or adolescent that is sent a recall/reminder notification through December 31, 2024. Payment will be made at a rate of $1.16 per

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MA-eligible child or adolescent that is sent a recall/reminder notification January 1, 2025 through December 31, 2025.

The total obligation of DHS for all compensation and reimbursements to MDH under this Agreement will not exceed $1,399,293.08 ~~$648,986.52~~.

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

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***SIGNATURE PAGE FOLLOWS***

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**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION - DHS**

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

By: Signed by: Madison Fischer 77485227B78542F...

Date: 9/24/2024

SWIFT Contract No: 239663

**2. Minnesota Department of Health**

*With delegated authority*

By: DocuSigned by: Brian Awsumb 737BDF79175447D...

Title: Assistant Finance Director

Date: 9/25/2024

**3. Minnesota Department of Human Services**

By (with delegated authority): Signed by: John Connolly 132A574D18E9461...

Title: Assistant Commissioner

Date: 9/25/2024

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DEPARTMENT OF HUMAN SERVICES

# Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Human Services, Health Improvement and Benefit Design Division (DHS) and Minnesota Department of Health (the PROVIDING AGENCY). (This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as "an AGENCY," and collectively as "the AGENCIES.")

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

THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date**. The AGREEMENT is effective on **January 1, 2024** or the date that the PROVIDING AGENCY signs with the final signature, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later.

**1.2. Expiration Date.** The AGREEMENT remains in effect through **December 31, 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

### 2.1. Providing Agency's Duties:

PROVIDING AGENCY must: conduct annual, centralized, population-based immunization recall/reminder notifications to Medical Assistance (MA)-eligible children and adolescents whose immunizations are not up-to-date, using Minnesota Immunization Information Connection (MIIC) data and tools.

a) Recall efforts must focus on child and adolescent immunization schedules as recommended by the Centers for Disease Control and Prevention (CDC) and the Minnesota Department of Health.
b) Recall efforts must be designed to improve up-to-date immunization rates for MA-eligible children and adolescents.
c) Recall efforts must prioritize cohorts of MA-eligible children and adolescents who are not up to date for recommended vaccinations.
d) PROVIDING AGENCY will perform quality checks to ensure cohorts are appropriate and meet annual minimum outreach requirements.

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e) For each cohort, up to three rounds of recall/reminder notifications will be sent per year. Members who are not up-to-date following a round of notifications will be included in the next round.
f) Each round of notifications will use best practices to encourage vaccination.
g) Information on regional free/low-cost vaccine clinics may be included with notifications but is not required.
h) PROVIDING AGENCY will process returned mail and will ensure that MIIC member and immunization data are updated following each outreach attempt.
i) PROVIDING AGENCY will submit Immunization Registry Annual Expenditure Reports for DHS-funded Activities each contract year.
j) Improve reminder/recall with MIIC participating organizations through in-person trainings on reminder/recall approaches and use of MIIC's client follow up (CFU) feature

## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DHS will provide consideration for all services that PROVIDING AGENCY performs under this AGREEMENT as follows:

**3.2. Terms of Payment.** DHS must pay PROVIDING AGENCY within 30 days after the PROVIDING AGENCY presents invoices days invoices showing the number of recall/reminder notifications sent to MA-eligible children and adolescents and the expenses related to sending notifications.

**3.3. Payment Rate.** Payment will be made at a rate of $1.03 per MA-eligible child or adolescent that is sent a recall/reminder notification through December 31, 2024.

**3.4. Total Obligation.** The total obligation for all compensation and reimbursements to PROVIDING AGENCY under this AGREEMENT will be calculated on a per-year basis, based on an annual estimated number of MA-eligible children birth through age 20, multiplied by the payment rate for the Contract year. The total obligation for Calendar Year 2024 will not exceed **six hundred forty-eight thousand nine hundred eighty-six dollars and fifty-two cents** ($**648,986.52**).

**3.4. Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this AGREEMENT shall be terminated immediately upon written notice of such fact by DHS to PROVIDING AGENCY. In the event of such termination, PROVIDING AGENCY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award.

*Pass-through requirements*. PROVIDING AGENCY acknowledges that, if it is a subrecipient of federal funds under this AGREEMENT, PROVIDING AGENCY may be subject to certain compliance obligations.

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DEPARTMENT OF HUMAN SERVICES

PROVIDING AGENCY can view a table of these obligations in the Health and Human Services Grants Policy Statement,[1] Exhibit 3 on page II-3. To the degree federal funds are used in this contract, DHS and PROVIDING AGENCY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).[2]

1. *PROVIDING AGENCY Name*: Minnesota Department of Health (Must match the name associated with the Unique Entity Identifier.)
2. *PROVIDING AGENCY's Unique Entity Identifier*: Click here to enter number Effective April 2, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match *PROVIDING AGENCY's* name.
3. *Federal Award Identification Number (FAIN)*: 2305MN5MAP
4. *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.)
5. *AGREEMENT (subaward) Period of Performance*: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
6. *Amount of federal funds*:
   A. Total Amount Awarded to DHS for this project: Varies quarterly. For quarter beginning July 1, 2023, Total Grant Award was $4,247,052,081.
   B. Total Amount Awarded by DHS for this project to *PROVIDING AGENCY* named above: **See section 3.4 of this agreement.**
8. *Federal Award Project description:* Provides financial assistance to States for payments of medical assistance on behalf of categorically-eligible and medically-needy persons, and administrative services to support the program.
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, POI Box 64963, Saint Paul, MN 55164-0963

[1] https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf
[2] https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf

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10. *Assistance Listings Number & Name*: Payments are to be made from federal funds obtained by DHS through Assistance Listing No. **93.778**

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

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

13. Closeout terms and conditions for this federal award: see, generally, 42 CFR Subchapter C

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

## 5. AUTHORIZED REPRESENTATIVES.

**5.1. DHS.** DHS's Authorized Representative for the purposes of administration of this AGREEMENT is **Camille Miller** or her successor. Phone and email: **651-431-4866, camille.miller@state.mn.us**. This representative has final authority for accepting PROVIDING AGENCY's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. Providing Agency.** PROVIDING AGENCY's Authorized Representative is **Click here to enter name** or successor. Phone and email: **Click here to enter text**. PROVIDING AGENCY will immediately notify DHS if PROVIDING AGENCY's Authorized Representative changes at any time during this AGREEMENT.

**5.3. Information Privacy and Security.** (If applicable) PROVIDING AGENCY's responsible authority is **Click here to enter name** or successor for complying with data privacy and security for this AGREEMENT. Phone and email: **Click here to enter text**.

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

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

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

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

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**10. INFORMATION PRIVACY AND SECURITY.** Information privacy and security shall be governed by the "Data Sharing Agreement between the Department of Human Services and the Minnesota Department of Health," identified as DSK%85883, that the parties have previously entered into, and which is incorporated by reference into this agreement, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

## 11. OTHER PROVISIONS.

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DEPARTMENT OF HUMAN SERVICES

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: _____

Date: _____

SWIFT Contract No:_____

SWIFT PO #:_____

2. PROVIDING AGENCY – Click here to enter State Agency Name

By: _____

Title: _____

Date: _____

3. DHS

By: _____

With delegated authority

Title: _____

Date: _____

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

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DEPARTMENT OF HUMAN SERVICES

# 7. ATTACHMENT X –

# 8. DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT

# 9. TERMS AND CONDITIONS

This Attachment sets forth the terms and conditions i which STATE will share data with and permit CONTRACTOR to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act ("MGDPA") under Minnesota Statutes, chapter 13, the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA"), and other Applicable Safeguards.

The parties agree to comply with all applicable provisions of the MGDPA, HIPAA, and any other Applicable Safeguard that applies to the Protected Information.

General Description of Protected Information That Will Be Shared: EXAMPLE: "Minnesota Health Programs claims data for fiscal years 2013 through 2014". Identify data to be shared.

Purpose for Sharing Protected Information and Expected Outcomes: EXAMPLE: "Review Minnesota Health Programs to program integrity, quality, and effectiveness." Briefly describe reason for sharing.

STATE is permitted to share the Protected Information with CONTRACTOR pursuant to: Cite legal authority that permits sharing.

It is expressly agreed that CONTRACTOR is a "business associate" of STATE, as defined by HIPAA under 45 C.F.R. § 160.103, "Definitions." The Disclosure of Protected Health Information to CONTRACTOR that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i), "Standard: Disclosures to Business Associates."

It is understood by CONTRACTOR that, as a business associate under HIPAA, CONTRACTOR is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by contract or permitted by law. CONTRACTOR is also directly liable and subject to civil penalties for failing to safeguard electronic Protected Health Information in accordance with the HIPAA Security Rule, Subpart C of 45 C.F.R. Part 164, "Security and Privacy."

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DEPARTMENT OF HUMAN SERVICES

DEFINITIONS

**10.**

A. "Agent" means CONTRACTOR'S employees, contractors, subcontractors, and other non-employees and representatives.

B. “Applicable Safeguards” means the state and federal safeguards listed in subsection 2.1.A of this Attachment.

C. “Breach” means the acquisition, access, Use, or Disclosure of unsecured Protected Health Information in a manner not permitted by HIPAA, which compromises the security or privacy of Protected Health Information.

D. “Business Associate” shall generally have the same meaning as the term “business associate” found in 45 C.F.R. § 160.103, and in reference to the party in the Contract and this Attachment, shall mean CONTRACTOR.

E. “Contract” means the Professional/Technical Contract between STATE and CONTRACTOR to which this Attachment is attached.

F. “Disclose” or “Disclosure” means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.

G. “HIPAA” means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.

H. “Individual” means the person who is the subject of protected information.

I. “Privacy Incident” means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.

J. “Protected Information” means any information, regardless of form or format, which is or will be Used by STATE or CONTRACTOR under the Contract that is protected by federal or state privacy laws, statutes, regulations, policies, or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client’s family member. Protected Information also includes, but is not limited to, Protected Health Information, as defined below, and Protected Information maintained within or accessed via a State information management system, including a State “legacy system” and other State application.

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K. "Protected Health Information" is a subset of Protected Information (defined above) and has the same meaning as the term "protected health information" found in 45 C.F.R. § 160.103. For the purposes of this Attachment, it refers only to that information that is received, created, maintained, or transmitted by CONTRACTOR as a Business Associate on behalf of STATE.

L. "Security Incident" means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.

M. "Use" or "Used" means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. "Use" includes any of these activities whether conducted manually or by electronic or computerized means.

## 11.1. INFORMATION EXCHANGED

**1.1** This Attachment governs the data that will be exchanged pursuant to CONTRACTOR performing the services described in the Contract. The data exchanged under the Contract will include: Identify data to be shared.

**1.2** The data exchanged under the Contract is provided to CONTRACTOR for CONTRACTOR to: Reason for sharing.

**1.3** STATE is permitted to share the Protected Information with CONTRACTOR pursuant to: Legal authority permitting sharing.

## 12.2. INFORMATION PRIVACY AND SECURITY

CONTRACTOR and STATE must comply with the MGDPA, HIPAA, and all other Applicable Safeguards as they apply to all data provided by STATE under the Contract, and as they apply to all data created, collected, received, stored, Used, maintained, or disseminated by CONTRACTOR under the Contract. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies," apply to CONTRACTOR and STATE. Additionally, the remedies of HIPAA apply to the release of data governed by HIPAA.

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**12.1.** 2.1 Compliance with Applicable Safeguards.

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

1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA");
2. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
3. Minnesota Health Records Act (Minn. Stat. § 144.291–144.34);
4. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2, "Confidentiality of Records," and 42 C.F.R. Part 2, "Confidentiality of Substance Use Disorder Patient Records");
5. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, "Confidentiality and Disclosure of Returns and Return Information," and Internal Revenue Service Publication 1075;
6. U.S. Privacy Act of 1974;
7. Computer Matching Requirements (5 U.S.C. § 552a, "Records Maintained on Individuals");
8. Social Security Data Disclosure (section 1106 of the Social Security Act: 42 USC § 1306, "Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services");
9. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook, Internal Revenue Service Publication 3373);
10. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, "Privacy and Security of Personally Identifiable Information,");
11. NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," Revision 4 (NIST.SP.800-53r4), and;
12. All state of Minnesota "Enterprise Information Security Policies and Standards."[3]

The parties further agree to comply with all other laws, statutes, regulations, rules, and

[3] *See* https://mn.gov/mnit/government/policies/security/

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standards, as amended or revised, applicable to the exchange, Use and Disclosure of data under the Contract.

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

**12.2.** 2.2 CONTRACTOR Data Responsibilities

**A. Use Limitation.**

1. ***Restrictions on Use and Disclosure of Protected Information.*** Except as otherwise authorized in the Contract or this Attachment, CONTRACTOR may only Use or Disclose Protected Information as minimally necessary to provide the services to STATE as described in the Contract and this Attachment, or as otherwise required by law, provided that such Use or Disclosure of Protected Information, if performed by STATE, would not violate the Contract, this Attachment, HIPAA, or state and federal statutes or regulations that apply to the Protected Information.

2. ***Federal tax information.*** To the extent that Protected Information Used under the Contract constitutes "federal tax information" (FTI), CONTRACTOR shall ensure that this data only be Used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication I075.

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

1. ***Complaints.*** CONTRACTOR shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.

2. ***Amendments to Protected Information Requested by Data Subject Generally.*** Within three (3) business days, CONTRACTOR must forward to STATE any request to make any amendment(s) to Protected Information in order for

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STATE to satisfy its obligations under Minn. Stat. § 13.04, "Rights of Subjects of Data," subd. 4. If the request to amend Protected Information pertains to Protected Health Information, then CONTRACTOR must also make any amendment(s) to Protected Health Information as directed or agreed to by STATE pursuant to 45 C.F.R. § 164.526, "Amendment of Protected Health Information," or otherwise act as necessary to satisfy STATE or CONTRACTOR's obligations under 45 CF.R. § 164.526 (including, as applicable, Protected Health Information in a designated record set).

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

1. *Criminal Background Check Required.* CONTRACTOR and employees of CONTRACTOR accessing STATE's Protected Information must submit to STATE or provide evidence of a computerized criminal history system background check (hereinafter "CCH background check") performed within the last six (6) months before work can begin under the Contract. "CCH background check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

2. ***Reasonable Assurances.*** CONTRACTOR represents that, before any Agent is allowed to Use or Disclose Protected Information, CONTRACTOR has conducted and documented a background review of the Agent sufficient to provide CONTRACTOR with reasonable assurances that the Agent will fully comply with the terms of the Contract, this Attachment and Applicable Safeguards.

3. ***Documentation.*** CONTRACTOR shall make available documentation required by this Section upon request by STATE.

## D. Ongoing Responsibilities to Safeguard Protected Information.

1. ***Privacy and Security Safeguards.*** CONTRACTOR shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Contract and this Attachment.

2 **Electronic Protected Information.** CONTRACTOR shall implement and maintain appropriate safeguards with respect to electronic Protected Information, and comply with Subpart C of 45 C.F.R. Part 164 (HIPAA Security Rule) with respect to

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to prevent the Use or Disclosure other than as provided for by the Contract or this Attachment.

3. ***Monitoring Agents.*** CONTRACTOR shall ensure that any Agent to whom CONTRACTOR Discloses Protected Information on behalf of STATE, or whom CONTRACTOR employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of STATE, agrees in writing to the same restrictions and conditions that apply to CONTRACTOR under the Contract and this Attachment with respect to such Protected Information, and in accordance with 45 C.F.R. §§ 164.502, "Use and Disclosure of Protected Health Information: General Rules," subpart (e)1)(ii) and 164.308, "Administrative Safeguards," subpart (b)(2).

4. **Encryption**. According to the state of Minnesota's "Enterprise Information Security Policies and Standards,"[4] CONTRACTOR must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.

5. ***Minimum Necessary Access to Protected Information.*** CONTRACTOR shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.

6. ***Training and Oversight.*** CONTRACTOR shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.

## E. Responding to Privacy Incidents, Security Incidents, and Breaches.

CONTRACTOR will comply with this Section for all Protected Information shared under the Contract. Additional obligations for specific kinds of Protected Information shared under the Contract are addressed in subsection 2.2(F), "Reporting Privacy Incidents,

[4] https://mn.gov/mnit/government/policies/security/

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Security Incidents, and Breaches."

1. ***Mitigation of harmful effects.*** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, CONTRACTOR will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.

2. ***Investigation.*** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, CONTRACTOR will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment, and applicable law.

3. ***Corrective action.*** Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, CONTRACTOR will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.

4. ***Notification to Individuals and others; costs incurred.***

   a. **Protected Information.** CONTRACTOR will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident or Security Incident is required by law. If such notice is required, CONTRACTOR will fulfill the STATE's and CONTRACTOR's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05, "Duties of Responsible Authority," and 13.055, "Disclosure of Breach in Security."

   b. **Protected Health Information.** If a Privacy Incident or Security Incident results in a Breach of Protected Health Information, as these terms are defined in this Attachment and under HIPAA, then CONTRACTOR will provide notice to Individual data subjects under any applicable law requiring notification, including but not limited to providing notice as outlined in 45 C.F.R. § 164.404, "Notification to Individuals."

   c. **Failure to notify.** If CONTRACTOR fails to timely and appropriately notify Individual data subjects or other external parties under subparagraph (a), then CONTRACTOR will reimburse STATE for any costs, fines, or penalties incurred as a result of CONTRACTOR's failure to timely provide appropriate notification.

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5. ***Obligation to report to STATE.*** Upon discovery of a Privacy Incident, Security Incident, and/or Breach, CONTRACTOR will report to STATE in writing as further specified in subsection 2.2(F).

   a. **Communication with authorized representative.** CONTRACTOR will send any written reports to, and communicate and coordinate as necessary with, STATE's authorized representative or designee.

   b. **Cooperation of response.** CONTRACTOR will cooperate with requests and instructions received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Security Incident, Privacy Incident, and/or Breach, and all matters pertaining to reporting and notification of a Security Incident, Privacy Incident, and/or Breach.

   c. **Information to respond to inquiries about an investigation.** CONTRACTOR will, as soon as possible, but not later than forty-eight (48) hours after a request from STATE, provide STATE with any reports or information requested by STATE related to an investigation of a Security Incident, Privacy Incident, and/or Breach.

6. ***Documentation.*** CONTRACTOR will document actions taken under paragraphs 1 through 5 of this Section, and retain this documentation for a minimum of six (6) years from the date it discovered the Privacy Incident, Security Incident, and/or Breach or the time period required by Section H, whichever is longer. CONTRACTOR shall provide such documentation to STATE upon request.

## F. Reporting Privacy Incidents, Security Incidents, and Breaches.

CONTRACTOR will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. CONTRACTOR will also comply with Subsection 2.2(E), "Responding to Privacy Incidents, Security Incidents, and Breaches," above in responding to any Privacy Incident, Security Incident, and/or Breach.

1. ***[OPTIONAL] Federal Tax Information.*** CONTRACTOR will report all actual or suspected unauthorized Uses or Disclosures of federal tax information (FTI). FTI is information protected by Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103 and Publication 1075).

   a. **Initial report.** CONTRACTOR will, in writing, immediately report all actual or suspected unauthorized Uses or Disclosures of FTI to STATE. CONTRACTOR will include in its initial report to STATE all information under subsections 2.2(E)(1)–(4), of this Attachment that is available to CONTRACTOR at the time of the initial report, and provide updated reports as additional information becomes available.

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**b.** **Final report.** CONTRACTOR will, upon completion of its investigation of and response to any actual or suspected unauthorized Uses or Disclosures of FTI, or upon STATE's request in accordance with subsection 2.2(E)(5), promptly submit a written report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

*2.* ***[OPTIONAL] Social Security Administration Data.*** CONTRACTOR will report all actual or suspected unauthorized Uses or Disclosures of Social Security Administration (SSA) data. SSA data is information protected by section 1106 of the Social Security Act.

**a.** **Initial report.** CONTRACTOR will, in writing, immediately report all actual or suspected unauthorized Uses or Disclosures of SSA data to STATE. CONTRACTOR will include in its initial report to STATE all information under subsections 2.2(E)(1)–(4), of this Attachment that is available to CONTRACTOR at the time of the initial report, and provide updated reports as additional information becomes available.

**b.** **Final report.** CONTRACTOR will, upon completion of its investigation of and response to any actual or suspected unauthorized Uses or Disclosures of SSA data, or upon STATE's request in accordance with subsection 2.2(E)(5), promptly submit a written report to STATE documenting all actions taken under subsections 2.2(E) (1)–(4), of this Attachment.

*3.* ***Protected Health Information.*** CONTRACTOR will report Privacy Incidents, Security Incidents, and/or Breaches involving Protected Health Information as follows:

**a.** **Reporting Breaches to STATE.** CONTRACTOR will report, in writing, any Breach involving Protected Health Information to STATE within five (5) calendar days of discovery, as defined in 45 C.F.R. § 164.410, "Notification by a Business Associate," subpart (a)(2), for all Breaches involving fewer than 500 Individuals, and immediately for all Breaches involving 500 or more Individuals. These reports shall include, at a minimum, the following information:

1. Identity of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR, to have been accessed, acquired, Used, or Disclosed during the incident or Breach.
2. Description of the compromised Protected Health Information.
3. Date of the Breach.
4. Date of the Breach's discovery.
5. Description of the steps taken to investigate the Breach, mitigate its impact, and prevent future Breaches.

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6. Sanctions imposed on CONTRACTOR's Agents involved in the Breach.
7. All other information that must be included in notification to the Individual under 45 C.F.R. § 164.404(c).
8. Statement that CONTRACTOR has notified, or will notify, impacted Individuals in accordance with 45 C.F.R. § 164.404 and, upon the completion of said notifications, provide through documentation of the recipients, date, content, and manner of the notifications.

**b.** **Reporting Breaches to external parties.** CONTRACTOR shall timely report all Breaches involving Protected Health Information to the impacted Individuals (as specified in 45 C.F.R. § 164.404), the U.S. Department of Health and Human Services (as specified in 45 C.F.R § 164.408, "Notification to the Secretary"), and, for Breaches involving 501 or more Individuals, to the media (as specified in 45 C.F.R. § 164.406, "Notification to the Media"). As soon as possible and no later than 10 (ten) business days prior to any report to the media required by 45 C.F.R. § 164.406, CONTRACTOR shall draft and provide to STATE for its review and approval all Breach-related reports or statements intended for the media.

**c.** **Reporting Security Incidents that do not result in a Breach to STATE.** CONTRACTOR will report, in writing, all Security Incidents that do not result in a Breach, but involve systems maintaining Protected Health Information created, received, maintained, or transmitted by CONTRACTOR or its Agents on behalf of STATE, to STATE on a monthly basis, in accordance with 45 C.F.R § 164.314, "Organizational Requirements."

**d.** **Reporting other violations to STATE.** CONTRACTOR will report, in writing, any other Privacy Incident and/or violation of an Individual's privacy rights as it pertains to Protected Health Information to STATE within five (5) calendar days of discovery as defined in 45 C.F.R. § 164.410(a)(2). This includes, but is not limited to, any violation of Subpart E of 45 C.F.R. Part 164.

*4.* ***Other Protected Information.*** CONTRACTOR will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE.

**a.** **Initial report.** CONTRACTOR will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE, in writing, within five (5) calendar days of discovery. If CONTRACTOR is unable to complete its investigation of, and response to, a Privacy Incident, Security Incident, and/or Breach within five (5) calendar days of discovery, then CONTRACTOR will provide STATE with all information under subsections 2.2(E)(1)–(4), of this Attachment that are available to CONTRACTOR at the time of the initial report, and provide updated reports as additional information becomes available.

**b.** **Final report.** CONTRACTOR will, upon completion of its investigation of and

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response to a Privacy Incident, Security Incident, and/or Breach, or upon STATE's request in accordance with subsection 2.2(E)(5) submit in writing a report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

**G. Designated Record Set—Protected Health Information.** If, on behalf of STATE, CONTRACTOR maintains a complete or partial designated record set, as defined in 45 C.F.R. § 164.501, "Definitions," upon request by STATE, CONTRACTOR shall, in a time and manner that complies with HIPAA or as otherwise directed by STATE:

1. Provide the means for an Individual to access, inspect, or receive copies of the Individual's Protected Health Information.

2. Provide the means for an Individual to make an amendment to the Individual's Protected Health Information.

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

1. CONTRACTOR represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with CONTRACTOR. CONTRACTOR will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.

2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, "General Nonpublic Data," subd. 1(a) and 2(a).

3. CONTRACTOR agrees to make its internal practices, books, audits, and records related to its obligations under the Contract and this Attachment available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine CONTRACTOR's or STATE's compliance with Applicable Safeguards, the terms of this Attachment and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United States Department of Health and Human Services.

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4. CONTRACTOR will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable timeframe.

**I. Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by CONTRACTOR, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by CONTRACTOR for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with subsection 2.6 of this Attachment.

CONTRACTOR shall document Disclosures of Protected Health Information made by CONTRACTOR that are subject to the accounting of disclosure requirement described in 45 C.R.F. 164.528, "Accounting of Disclosures of Protected Health Information," and shall provide to STATE such documentation in a time and manner designated by STATE at the time of the request.

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

**K. Conflicting Provisions.** CONTRACTOR shall comply with all applicable provisions of HIPAA and with the Contract and this Attachment. To extent that the parties determine, following consultation, that the terms of this Attachment are less stringent than the Applicable Safeguards, CONTRACTOR must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, CONTRACTOR must comply with the most stringent Applicable Safeguard.

**L. Data Availability.** CONTRACTOR, or any entity with legal control of any Protected Information provided by STATE, shall make any and all Protected Information under the Contract and this Attachment available to STATE upon request within a reasonable time

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as is necessary for STATE to comply with applicable law.

**12.3.** 2.3 Data Security.

**A. STATE Information Management System Access.** If STATE grants CONTRACTOR access to Protected Information maintained in a STATE information management system (including a STATE "legacy" system) or in any other STATE application, computer, or storage device of any kind, then CONTRACTOR agrees to comply with any additional system- or application-specific requirements as directed by STATE.

**B. Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, "Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations"; 800-77, "Guide to IPsec VPNs"; 800-113, "Guide to SSL VPNs," or other methods validated under Federal Information Processing Standards (FIPS) 140-2, "Security Requirements for Cryptographic Modules." As part of its compliance with the NIST publications, and the State of Minnesota's "Enterprise Information Security Policies and Standards," DATA SHARING PARTNER must use encryption to store, transport, or transmit any Protected Information. DATA SHARING PARTNER must not use unencrypted email to send any Protected Information to anyone, including STATE.

**C. Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, "Guide to Storage Encryption Technologies for End User Devices."

**12.4.** 2.4 CONTRACTOR Permitted Uses and Responsibilities.

**A. Management and Administration.** Except as otherwise limited in the Contract or this Attachment, CONTRACTOR may:

1. Use Protected Health Information for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR.

2. **Disclose Protected Health Information for the proper management and administration of CONTRACTOR**, provided that:

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a. The Disclosure is required by law; or

b. The Disclosure is required to perform the services provided to or on behalf of STATE or the Disclosure is otherwise authorized by STATE, and CONTRACTOR:

i. Obtains reasonable assurances from the entity to whom the Protected Health Information will be Disclosed that the Protected Health Information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the entity; and

ii. Requires the entity to whom Protected Health Information is Disclosed to notify CONTRACTOR of any instances of which it is aware in which the confidentiality of Protected Health Information has been Breached or otherwise compromised.

**B. Notice of Privacy Practices.** If CONTRACTOR's duties and responsibilities require it, on behalf of STATE, to obtain individually identifiable health information from Individual(s), then CONTRACTOR shall, before obtaining the information, confer with STATE to ensure that any required Notice of Privacy Practices includes the appropriate terms and provisions.

**C. De-identify Protected Health Information.** CONTRACTOR may use Protected Health Information to create de-identified Protected Health Information provided that CONTRACTOR complies with the de-identification methods specified in 45 C.F.R. § 164.514, "Other Requirements Relating to Uses and Disclosures of Protected Health Information." De-identified Protected Health Information remains the sole property of STATE and can only be Used or Disclosed by CONTRACTOR on behalf of STATE and pursuant to the Contract or by prior written approval of STATE.

**D. Aggregate Protected Health Information.** CONTRACTOR may use Protected Health Information to perform data aggregation services for STATE, and any such aggregated data remains the sole property of STATE. The CONTRACTOR must have the written approval of STATE prior to using Protected Health Information to perform data analysis or aggregation for parties other than STATE.

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**12.5.** 2.5 STATE Data Responsibilities

A. STATE shall Disclose Protected Information to CONTRACTOR only as authorized by law to CONTRACTOR.

B. STATE shall obtain any consents or authorizations that may be necessary for it to Disclose Protected Information with CONTRACTOR.

C. STATE shall notify CONTRACTOR of any limitations that apply to STATE's Use and Disclosure of Protected Information—including any restrictions on certain Disclosures of Protected Health Information requested under 45 C.F.R. § 164.522, "Rights to Request Privacy Protection for Protected Health Information," subpart (a), to which STATE has agreed and that would also limit the Use or Disclosure of Protected Information by CONTRACTOR.

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

**12.6.** 2.6 Obligations of CONTRACTOR Upon Expiration or Cancellation of the Contract. Upon expiration or termination of the Contract for any reason:

A. In compliance with the procedures found in the Applicable Safeguards listed in subsection 2.1.A, or as otherwise required by applicable industry standards, or directed by STATE, CONTRACTOR shall immediately destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it still maintains.

B. CONTRACTOR shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its Agents. CONTRACTOR and its Agents shall not retain copies of any Protected Information.

C. In the event that CONTRACTOR determines that returning or destroying the Protected Information is not feasible or would interfere with its ability to carry out its legal responsibilities, maintain appropriate safeguards, and/or comply with Subpart C of 45 C.F.R. Part 164, it shall notify STATE of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible or otherwise inadvisable. Upon mutual agreement of the Parties that return or destruction of Protected Information is not feasible or otherwise inadvisable, CONTRACTOR will continue to extend the protections of the Contract and this Attachment to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by CONTRACTOR or its Agents.

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D. CONTRACTOR shall document and verify in a written report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:

1. A description of all Protected Information that has been sanitized or destroyed, whether performed internally or by a service provider;

2. The method by which, and the date when, the Protected Data were destroyed, sanitized, or securely returned to STATE; and

3. The identity of organization name (if different than CONTRACTOR), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.

E. Documentation required by this Section shall be made available upon demand by STATE.

F. Any costs incurred by CONTRACTOR in fulfilling its obligations under this Section will be the sole responsibility of CONTRACTOR.

**3. INSURANCE REQUIREMENTS**

**12.7.** 3.1 Network Security and Privacy Liability Insurance. CONTRACTOR shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

CONTRACTOR shall maintain insurance to cover claims which may arise from failure of CONTRACTOR's security or privacy practices resulting in, but not limited to, computer attacks, unauthorized access, Disclosure of not public data including but not limited to confidential or private information or Protected Health Information, transmission of a computer virus, or denial of service. CONTRACTOR is required to carry the following **minimum** limits:

$2,000,000 per occurrence

$2,000,000 annual aggregate

**3.2 Privacy Liability Insurance.** The CONTRACTOR shall maintain insurance to cover claims which may arise from failure of the CONTRACTOR to ensure the security of not public data stored on the State's documents, including but not limited to paper, microfilms, microfiche, magnetic computer tapes, cassette tapes, photographic negatives, photos, hard disks, floppy disks, flash

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drives, CDs, external hard drives, and carbon sheets, while in the CONTRACTOR's care, custody, and control. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor is required to carry the following **minimum** limits:

$2,000,000 – Per Occurrence

$2,000,000 – Annual Aggregate

**4. INTERPRETATION**

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

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# State of Minnesota

# Interagency Agreement

SWIFT Contract Number: 239663

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Human Services, Health Improvement and Benefit Design Division (DHS) and Health (MDH).

**Agreement**

1. **Term of Agreement**

1.1 Effective date. January 1, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. December 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Scope of Work**

MDH must: conduct annual, centralized, population-based immunization recall/reminder notifications and other outreach activities to Medical Assistance (MA)-eligible children and adolescents whose immunizations are not up-to-date, using Minnesota Immunization Information Connection (MIIC) data and tools.

a) Provide grants to Federally Qualified Health Centers (FQHCs) to empower outreach to MN-eligible children.
b) Recall efforts must focus on child and adolescent immunization schedules as recommended by the Centers for Disease Control and Prevention (CDC) and the Minnesota Department of Health.
c) Recall efforts must be designed to improve up-to-date immunization rates for MA-eligible children and adolescents.
d) Recall efforts must prioritize cohorts of MA-eligible children and adolescents who are not up to date for recommended vaccinations.
e) MDH will perform quality checks to ensure cohorts are appropriate and meet annual minimum outreach requirements.
f) For each cohort, up to three rounds of recall/reminder notifications will be sent per year. Members who are not up-to-date following a round of notifications will be included in the next round.
g) Each round of notifications will use best practices to encourage vaccination.
h) Information on regional free/low-cost vaccine clinics may be included with notifications but is not required.

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i) MDH will process returned mail and will ensure that MIIC member and immunization data are updated following each outreach attempt.
j) MDH will submit Immunization Registry Annual Expenditure Reports for DHS-funded Activities each contract year.
k) MDH will host in-person trainings on reminder/recall with MIIC participating organizations.

3. **Consideration and Payment**

DHS will provide consideration for all services that MDH performs within 30 days after MDH presents invoices showing the number of recall/reminder notifications sent to MA-eligible children and adolescents.

Payment will be made at a rate of $1.03 per MA-eligible child or adolescent that is sent a recall/reminder notification through December 31, 2024.

The total obligation of DHS for all compensation and reimbursements to MDH under this Agreement will not exceed $648,986.52.

4. **Conditions of Payment**

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

5. **Authorized Representative**

DHS's Authorized Representative is Camille Miller, Agency Policy Specialist, Health Improvement and Benefit Design Division, Elmer L. Andersen Building, 540 Cedar St., St. Paul, MN 55155, (651) 431-4866, camille.miller@state.mn.us, or his/her successor or delegate.

MDH's Authorized Representative is Sudha Setty, Epidemiologist Senior, Infection Disease Epidemiology Prevention and Control Division, Orville L. Freeman Building, 625 North Robert Street, St. Paul, MN 55164-0975, (651) 201-5551, sudha.setty@state.mn.us, or his/her successor or delegate.

6. **Amendments**

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

7. **Liability**

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

8. **Termination**

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

9. **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. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award.

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*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,[1] 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).[2]

1. *MDH Name*: Minnesota Department of Health (Must match the name associated with the Unique Entity Identifier.)
2. *MDH's Unique Entity Identifier*: DHQVY2WCVHC5 Effective April 2, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match *MDH's* name.
3. *Federal Award Identification Number (FAIN)*: 2305MN5MAP
4. *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.)
5. *AGREEMENT (subaward) Period of Performance*: Start date: January 1, 2024. End date: December 30, 2024.
6. *Amount of federal funds*:
   A. Total Amount Awarded to DHS for this project: Varies quarterly. For quarter beginning July 1, 2023, Total Grant Award was $4,247,052,081.
   B. Total Amount Awarded by DHS for this project to *MDH:* $648,986.52.
8. *Federal Award Project description:* Provides financial assistance to States for payments of medical assistance on behalf of categorically eligible and medically needy persons, and administrative services to support the program.
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, POI Box 64963, Saint Paul, MN 55164-0963
10. *Assistance Listings Number & Name*: Payments are to be made from federal funds obtained by DHS through Assistance Listing No. 93.778
11. Is this federal award related to research and development?: ☐ Yes ☒ No
12. Indirect Cost Rate for this federal award is: 10% (including if the *de minimis* rate is charged.)

[1] https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf
[2] https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf

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13. Closeout terms and conditions for this federal award: see, generally, 42 CFR Subchapter C.

10. **Information Privacy and Security**

Information privacy and security shall be governed by the "Data Sharing Agreement between the Department of Human Services and the Minnesota Department of Health," identified as DSK%85883 in files "MDH DHS vaccine DSA" and "DSK85883 Amend 1 for TB and MIIC expires 12-31-2025", that the parties have previously entered into, and which is incorporated by reference into this agreement, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

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**Signature page follows**

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**1. State Encumbrance Verification - DHS**

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

Print Name: Seurer, Catherine

Signature: Seurer, Catherine

Title: Contracts Coordinator Date: 11/22/2023

SWIFT Contract No. 239663

SWIFT PO #: 239663/PO 3000106057

**2. Minnesota Department of Health**

*With delegated authority*

Print Name: Terri Peaslee

Signature: Terri Peaslee

Title: Accounting Director Date: 11/27/2023

**3. Minnesota Department of Human Services**

*With delegated authority*

Print Name: Julie Marquardt

Signature: Julie Marquardt

Title: Interim Medicaid Director Date: 12/5/2023

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MINNESOTA POLLUTION CONTROL AGENCY

# Interagency Agreement
**Amendment 1**
**State of Minnesota**

SWIFT Contract No.: 242507
Tempo AI #: 226680
Activity ID #: PRO20230001

| | | | |
|---|---|---|---|
| Contract Start Date: | October 4, 2023 | Total Contract Amount: | $595,632.00 |
| Original Contract Expiration Date: | June 28, 2027 | Original Contract: | $142,092.00 |
| Current Contract Expiration Date: | June 28, 2027 | Previous Amendment(s) Total: | N/A |
| Requested Contract Expiration Date: | N/A | This Amendment: | $453,540.00 |

This amendment is by and between the State of Minnesota, through its Commissioner of **Minnesota Pollution Control Agency ("MPCA"),** 520 Lafayette Road North, St. Paul, MN 55155 and **Minnesota Department of Health ("MDH"),** ~~717 Delaware Street SE, Minneapolis, MN 55414~~ 625 Robert Street North, P.O. Box 64975, St. Paul, MN 55164.

## Recitals

1. The MPCA has a contract with MDH identified as SWIFT Contract No.: 242507 ("Original Contract") to provide **Climate Pollution Reduction Grant Benefits Analysis** (Project).

2. This amendment is needed to increase the total contract amount and revise Attachment A to update the budget.

3. The State and the Contractor are willing to amend the Original Contract as stated below.

## Contract Amendment

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

**REVISION 1.** Clause 2. **"Scope of Work"** is amended as follows:
MDH will assist the MPCA in completing deliverables for the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG). Work will be completed according to **Revised Attachment A**, which is attached and incorporated into this agreement.

**REVISION 2.** Clause 3.1 **"Consideration"** is amended as follows:
**3.1 Consideration.** The total obligation of MPCA for all compensation and reimbursements to MDH under this Agreement will not exceed **~~$142,092.00 (One Hundred Forty-Two Thousand Ninety-Two Dollars and Zero Cents)~~ $595,632.00 (Five Hundred Ninety-Five Thousand Six Hundred Thirty-Two Dollars and Zero Cents).**

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments and change orders remain in full force and effect. The Original Contract and any previous amendments and change orders are incorporated into this amendment by reference.

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## Signatures

| Title | Name | Signature | Date |
|---|---|---|---|
| Encumbrance Verification | Erin Fogerty-Miller | DocuSigned by: Erin Fogerty-Miller 3A4A21B4D52442E... | November 12, 2024 |
| Financial Services Manager | Christine Taylor | DocuSigned by: Christine Taylor F12184B6D90D4B2... | December 13, 2024 |
| Assistant Division Director | Melissa Lewis | Signed by: Melissa Lewis 5F0F911B6E6D4E8... | December 16, 2024 |

DocuSign Envelope ID: E12C48CF-88D2-412C-9C35-5DD34A518A81

MINNESOTA POLLUTION CONTROL AGENCY

# Interagency Agreement
**State of Minnesota**

SWIFT Contract No.: 242507
Tempo AI: 226680
Activity ID: PRO20230001

This Interagency Agreement ("Agreement") is between the **Minnesota Pollution Control Agency (MPCA)**, 520 Lafayette Road North, St. Paul, Minnesota 55155 and the **Minnesota Department of Health (MDH),** 717 Delaware Street SE, Minneapolis, MN 55414.

Pursuant to Minn. Stat. §§ 15.061, Sections 123.45, subd. 4, this is an agreement between the MPCA and MDH for Climate Pollution Reduction Grant benefits analysis.

## Agreement

**1. Term of Agreement.**

**1.1** Effective date. **October 4, 2023**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**1.2** Expiration date. **June 28, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work.**

MDH will assist the MPCA in completing deliverables for the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG). Work will be completed according to **Attachment A**, which is attached and incorporated into this agreement.

**3. Consideration and Payment.**

**3.1 Consideration.** The total obligation of MPCA for all compensation and reimbursements to MDH under this Agreement will not exceed **$142,092.00 (One Hundred Forty-Two Thousand Ninety-Two Dollars and Zero Cents).**

**3.2 Payment.** The MPCA will promptly pay MDH after MDH presents an itemized invoice for the services actually performed and the MPCA's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: At least quarterly or no more than monthly.

Invoices must reference the SWIFT Contact number, and the name of the MPCA's Authorized Representative. Invoices must be submitted electronically to mpca.ap@state.mn.us.

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The MPCA agrees to reimburse MDH for staff costs for work under this Agreement starting October 4, 2023.

**4. Conditions of Payment.**

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

**5. Federal funds.**

Payments under this Contract will be made from federal funds obtained by MPCA through CFDA Number 66.046. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements: https://www.epa.gov/grants/grant-terms-and-conditions.

**6. Authorized Representative**

MPCA's Authorized Representative is **Faith Krogstad**, Climate and Energy Coordinator, 520 Lafayette Road North, St Paul, MN 55155, faith.krogstad@state.mn.us, 651-757-2086, or successor.

MDH's Authorized Representative is **Kristin Raab,** Supervisor, Environmental Impacts Analysis Unit, 625 Robert Street N, St. Paul, MN 55164-0975, Kristin.raab@state.mn.us , 651-201-4896, or successor.

**7. 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.

**8. Liability.**

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

**9. Termination.**

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

**1. State Encumbrance Verification**

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

Print Name: Julie Johansen
DocuSigned by:

Signature: Julie Johansen
B1423A1DC97B4B4...

Title: Contract Officer Date: February 23, 2024

SWIFT Contract No. 242507

**2. Minnesota Department of Health**

Print Name: Terri Peaslee
DocuSigned by:

Signature: Terri Peaslee
17FF20C942C24D3...

Title: Accounting Director Date: February 28, 2024

**3. Minnesota Pollution Control Agency**

*With delegated authority*

Print Name: Anderson,Pamela Marie Skon
DocuSigned by:

Signature: Anderson,Pamela Marie Skon
B5E459116E864DC...

Title: Asst Division Director Date: March 5, 2024

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# Interagency Agreement

WHEREAS, This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Human Services, Health Improvement and Benefit Design (DHS) and Minnesota Department of Health, Child and Family Health Division (MDH). (This AGREEMENT refers to DHS and MDH each individually as "an AGENCY," and collectively as "the AGENCIES"); and

WHEREAS, 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); and

WHEREAS, the United States Department of Health and Human Services has promulgated regulations to set conditions for federal financial participation (FFP) for health and related supportive services in the Title XIX program for Child and Teen Checkups (hereinafter C&TC) [42 CFR 432.50, also known as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)], for which DHS is the agency responsible; and

WHEREAS, MDH is the state agency responsible to protect, maintain and improve the health of citizens of Minnesota under Minnesota Statutes, sections 144.05 and 144.07, and it is the agency designated to administer Maternal and Child Health Services Block Grant (Title V of the Social Security Act as amended), Minnesota Statutes, section 145.88; and

WHEREAS, DHS and MDH have determined that interagency collaboration will be necessary to meet the objectives of improving both the C&TC visit rate, which includes participation rate and outreach initiatives, and quality of care being delivered in a C&TC visit.

THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

1.1. Effective Date. The AGREEMENT is effective on July 1, 2024, or the date that 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, 2026, 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."

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# 2. DUTIES OF THE AGENCIES

## 2.1 Program Needs and Priorities Framework

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 C&TC providers.

a. Timeframe: As scheduled by DHS in collaboration with MDH.

i. October 2024 –December 2024: Data analysis and review for needs assessment, goal development, identification of strategies and implementation plan and evaluation measures.

ii. January 2025 through December 2025: Implement Program Plan and other ideas such as pilot quality improvement projects and health equity initiatives.

iii. January 2026 to July 2026: 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.

a. Ongoing routine team meetings to review and implement the health equity action plan finalized June 2023.

b. Continue to partner with equity-focused staff in MDH and DHS to inform strategies and best practice equity efforts as needed.

2. Using DHS data, together determine which providers are performing C&TC services/screenings, and which geographic areas/systems have the largest gaps related to the delivery of individual C&TC screening components.

a. Timeframe: Monthly, or as needed, team meetings as scheduled by DHS in collaboration with MDH.

iv. DHS and MDH will work together to prioritize specific C&TC screening components that will inform the education and Program Plan.

a. DHS will provide data to MDH on or before August 1, 2024, and will provide additional data as necessary to further inform training and evaluation.

b. The data DHS will provide includes provider types, geographic areas and screening components as available.

b. The program needs and priorities identified during the timeframe of October-December 2024 shall inform the Program Plan to be established per Clause 2.3.

c. 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

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Academy of Pediatrics (MNAAP), or Minnesota Academy of Family Physicians (MNAFP) or other entity as needed to implement the Program Plan per Clause 2.3.

## 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. Considerations for 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.

May incorporate relationships with external partners to reach providers (for example, health plans, Integrated Health Partnerships, professional associations, or Tribes).

Will identify the modes of support, education or training to be employed.

Will address health disparities as identified by DHS and MDH. For example, using information from agency publications or equity committees.

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.

Will include providers and geographic regions, screening components, or C&TC population ages identified as priorities.

Will establish goals and objectives for support, education or training by provider and audience type, geographic area, and topic.

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

## 2.4 Evaluation

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

1.Training attendee data.

   a. 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.

   b. Three months after the comprehensive and 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.

   c. Completed evaluation forms will be used to inform curriculum or program plan and integration efforts with external partners.

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## 2.5 Duties of MDH

MDH will develop and deliver support, education, and training as follows:

**a. Curriculum:**

**a.** 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.

**i.** 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.

**ii.** 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.

**iii.** MDH will develop, revise, and implement Customized Training designed to meet the unique needs of individual providers, clinics, or communities.

**iv.** MDH will utilize innovative methods to develop and deliver support, education, and training.

**b. Training**

**a. Training Expectations**

MDH will provide 40 to 45 trainings a year from the following list of trainings:

| Training Name | Number of Trainings | Additional Context |
|---|---|---|
| Hearing and Vision Training (Webinar and In-Person) | Minimum of 7 trainings | MDH will provide vision and hearing trainings described below in d and e. |
| Best Practices (Webinar and In-Person) | Minimum of 4 trainings | |
| Refresher (Webinar and In-Person) | Minimum of 2 trainings | |
| Comprehensive | Up to 2 trainings depending on demand | |
| Custom Trainings | 8-10 trainings | As requested by public and/or private providers |

**b. Training Descriptions**

**Standard Trainings (In-person and Webinar):**

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c. **C&TC Best Practices in Well Child Screenings** (4 hours)

Overview of C&TC, provides\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.

d. **C&TC Comprehensive Screening Components** (3 days)

Intensive review and skill building on 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 demos w/child models, preparation homework, practice with a mentor and on-site clinical consultation. Limited to PHNs/ RNs providing C&TC screening exams in setting as outlines by the MHCP manual eligible providers.

e. **C&TC Refresher Training** (4 or 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 who currently provide C&TC screening services and successfully completed a C&TC Comprehensive (3-day) training. Those attending must also attend a Hearing and Vision Screening Advanced Skills for Nurses trainings. If combined with Hearing and Vision training, the training is 4 hours. Refresher training without the Hearing and Vision trainings is 7 hours.

f. **Hearing and Vision Basic Screening Skills** (4 hours)

Best practices for hearing and vision screenings in children, recent updates and guidelines on hearing and vision screening, criteria for referral, and demonstration and practice of the basic components of hearing and vision screening.

g. **Hearing and Vision Screening Advanced Skills for Nurses** (Nurses/providers only) (7 hours)

Best practices for hearing and vision screening, recent updates and guidelines, common abnormalities, wide range of variability in normal findings, advanced hearing and vision procedures and an opportunity for participants to practice screening skills.

h. **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 Best Practices Updates in Well Child Screenings**: Tailored to clinic or health care system’s needs. Provides an overview of C&TC 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.

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iii. **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 health transition to young adulthood.

iv. **Developmental and Mental Health Screening**: Tailored to audience needs. 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.

b. **Hearing and Vision Screening Training for Clinics:** Tailored to clinic needs with focus on best practices for hearing and vision screenings, common abnormalities and variability in normal findings, guidelines for referral.

c. **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.

d. **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.

e. **Shifting Sports Physical into a Complete Child and Teen Checkup**: Reviews how to incorporate a Minnesota State High School League sports physical into a routine health supervision visit for youth 11 -20 years who are eligible for Child and Teen Checkups. Information includes what needs to be added to the sports physical to make it a complete Child and Teen Checkup.

f. **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.

iii. **Online Interactive Training Modules**

a) 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.

**2. Training Scheduling**

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MDH will coordinate the scheduling of training sessions.

a. MDH will provide DHS with a list of scheduled trainings with dates, times, and locations during each Agreement year and provide updates to this schedule as requested by DHS

b. MDH will reschedule or change training sessions canceled due to low enrollment or inclement weather, if feasible.

c. MDH will establish the minimum recommended number of participants for trainings sessions based upon the annual program plan priorities, resource utilization, type of training, and location.

**3. Advertising and Marketing**

MDH will work with DHS to advertise and market C&TC training, education, and resources.

a. MDH will notify all interested persons or agencies of available trainings.

   i. Virtual trainings will be posted within a minimum of three (3) weeks prior to the training date

   ii. In-person trainings will be posted within a minimum of 6 (six) weeks prior to the training date

      a. 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.

b. 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.

   i. DHS will share training information with these distribution lists and others when relevant:
      a. County and Tribal Coordinators
      b. IHP Coordinators
      c. Training Distribution Lists

c. MDH will post C&TC public training opportunities to a variety of web and marketing sites . Including, but not limited to:

   i. C&TC SharePoint Calendar

   ii. Community Health Services (CHS) Mailbag

   iii. Through other MDH program newsletters relevant to the training (e.g. Health Care Home, Office of Rural Health)

**4. Registration.**

Registration will take place online via the Learning Management System (LMS).

a. The LMS will contain and capture registrant information, contract reporting data, and training management information.

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b. Virtual and in-person trainings will be closed a minimum of 1 (one) week prior to the training date.

**5. Fees.**

Fees will be reviewed and adjusted, if necessary, and incorporated into the Program Plan.

a. The C&TC Comprehensive Screening Training: MDH may charge participants a fee of $600.00 or less per participant for those attending the full session and 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.

b. Fees for other trainings other than the C&TC Comprehensive Screening training will not exceed $16.00 per person per contact hour of training.

c. If MDH stops maintaining the MDH Learning Center Learning Management System online application, MDH and DHS will mutually agree on an alternative online registration method.

d. 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.

**6. Cancellation.**

The cancellation policy for trainings will read as follows:

a. 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.”

b. Cancellation Policy for all in person training sessions other than the Comprehensive. “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.”

c. 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.”

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d. 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.

**7. Technical Assistance and Consultation.**

a. 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, Teams or Webex, and culminates with a minimum of at least one visit on site to observe the participant complete a C&TC visit.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. MDH will ensure that documents and web-based materials are formatted for ADA compliance and will follow MDH communication policy requirements.

## 2.6 Staffing

a) MDH will provide staff as specified in Attachment A, “SFY2025 Budget,” and Attachment B, “SFY 2026 Budget” (budgets), both of which are combined in Attachment C, which are attached and incorporated into this Agreement, to ensure that the duties and requirements of this Agreement are met.

b) MDH will maintain a Staffing Plan that will provide the needed level of expertise to meet the needs for the C&TC program. Expertise considerations for child health consultants include but is not limited to knowledge, experience and skills in clinical pediatric training,

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provider engagement/relations, adult education / learning, quality improvement efforts. Expertise considerations for health educators include but is not limited to knowledge, experience and skills in adult education learning/ training, and community / customer engagement.

a. The Staffing Plan will identify "key personnel" by name.

b. MDH will submit the initial Staffing Plan to DHS by July 15, 2024.

c. MDH and DHS will notify the other of any proposed changes in staffing.

i. Changes in the position classifications for key personnel must be agreed upon in writing (which may include e-mail) by DHS and MDH.

ii. MDH and DHS will provide timely notification of changes in key personnel.

8. 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.

9. MDH staff will supervise, review and edit student worker/intern work to assure quality work products before requesting DHS approval.

10. 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:

i. Biannual training and workshop evaluation summaries in the current template. Information included in the summary:

a. Total number of trainings by training type and total attendees

b. Breakdown of each training session by:

i. Number of attendees

ii. Number of completed training evaluations

iii. Number and frequency of responses for each training objective

c. Professional designation of attendees

d. Significant changes in practice as a result of training participation

e. Barriers that may prevent change in practice

j. Annual report within 90 days of the end of each Agreement year. The report will include the following elements:

a. Program Plan.

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i. In the annual report to DHS, MDH will provide summary of all training activities (in-person and web-based) and attendees for the year.

ii. When reporting on the C&TC Comprehensive Screening 3-day training sessions provided, participant type, summary of individual consultations provided.

iii. 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.

iv. 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.

v. The report will include a statement of total fees collected for each of the trainings.

vi. The report will include a summary of all training cancellations and reason for cancellation.

b. Student worker/intern. If MDH hires student worker/intern, they 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.

c. 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).

a) The report will summarize all expenditures by line item and must identify the funding source(s) and amounts of the State matching funds expended.

11. The report will include all costs attributable to MDH in order to carry out the duties and requirements of this Agreement.

12. 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 shall be accurate and reflect actual costs incurred only for the services provided under this Agreement.

13. The report will identify expenditures eligible at both the fifty percent (50%) and seventy-five percent (75%) rates of federal financial participation.

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14. The report will be submitted no later than sixty (60) days following the end of each Agreement year.
15. DHS will furnish a formatted document or spreadsheet to MDH for this report.

## 2.9 Duties of DHS

16. For training sessions developed and implemented by DHS, DHS will:
    a. Prepare and conduct training session presentations or portions thereof in consultation with MDH.
    b. Coordinate and schedule training sessions and meetings with county and tribal Coordinators and staff, Integrated Health Partnerships, health plans, public health, Head Start, statewide clinic providers, billing and coding professionals, and provider organizations such as MNNAPNAP, MNAAP, or MNAFP.
17. DHS will inform MDH of changes to state and federal regulations related to Early Periodic Screening, Diagnosis and Treatment (EPSDT) in a timely manner.
18. 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 this Agreement.
19. DHS will inform MDH of Agreement expectations, including all necessary document and reporting requirements, necessary to secure Federal Financial Participation (FFP) rate for activities under this Agreement to meet the requirements of 42 C.F.R., section 432.50(d).
20. In consultation with MDH, DHS will revise, update, and develop C&TC materials that reflect current screening standards and are used for a screening visit.
21. 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.
22. 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.
23. DHS will include MDH C&TC staff on all bulletins, updates, newsletters, and any other program information sent to all C&TC providers. For example, Integrated Health Partnerships, Administrative Service Providers, clinic personnel.
24. DHS will provide to MDH the reporting format and or details necessary for MDH to comply with all applicable federal regulations and requirements.
25. DHS will provide data reports at a mutually agreed timeline and will provide additional data as needed to inform the development of training plans and/or content of trainings. This includes Administrative Services Annual Reports feedback and requests for assistance.

## 2.10 Interagency Collaboration

DHS and MDH will:

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k. 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.

l. "Consultation between DHS and MDH," "Consultation with DHS," and "Consultation with MDH," when used in this Agreement, shall mean written correspondence, whether by memo, 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 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.

m. DHS and MDH will review this Agreement at a minimum of every 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, CONSIDERATIONS, AND TERMS OF PAYMENT

## 3.1 Agency Funding Responsibilities

Funding for this activity will be provided with State funds from MDH and with Federal Funds from DHS. The total budget for this activity for SFY 2025 and SFY 2026 is summarized in Attachment C, "Child & Teen Checkup Provider Training Budget."

n. MDH receives a legislative appropriation for the State share of this activity. MDH will fund this activity in an amount not to exceed two hundred thirteen thousand and twenty-five dollars ($213,025.00) in SFY 2025 and in an amount not to exceed two hundred twenty-six thousand and four hundred seventy-three dollars ($226,473.00) in SFY 2026. Any additional amount required to meet MDH budgetary needs will be at MDH discretion utilizing other state funds available.

o. DHS will fund this activity to the maximum amount of FFP allowed per 42 CFR 432.50, in an amount not to exceed five hundred fifty-three thousand, three hundred thirty-five dollars ($553,335.00) in SFY 2025 and in an amount not to exceed five hundred eighty four thousand, five hundred and one dollars ($584,501.00) in SFY 2026.

## 3.2 Federal Funds

Payments will be made from federal funds obtained by DHS through Title XIX, Catalog of Federal Domestic Assistance (CFDA) number 93.778, Early and Periodic Screening, Diagnostic, and Treatment, Medical Assistance Program/Medicaid Program, of the Social Security Act of 1935 (Public law 111-150 and amendments thereto).

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p. 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.

q. 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.

r. To maximize the FFP rate for this activity, MDH agrees to staff the contractual services it performs in accordance with the requirements of 42 CFR 432.50(d) at all times during the term of this Agreement.

s. MDH acknowledges that, if it is a sub-recipient of federal funds under this CONTRACT, 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, Exhibit 3 on page II-3. To the degree federal funds are used in this contract, STATE 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).

## 3.3 Compensation.

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

t. Movement 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), whichever is less, must be requested in writing in advance by MDH and have prior approval from DHS in writing, including e-mail.

u. Reimbursement will be cost reimbursement, made quarterly, and based on the previous quarter's expenses as documented by itemized invoices.

## 3.4 Terms of Payment.

v. 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.

w. 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.

x. 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.

y. 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.

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z. 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 FFP to be claimed per 42 CFR 432.50.

### 3.5 Total Obligation.

The total obligation for all compensation and reimbursements from DHS to MDH under this AGREEMENT will not exceed **one million, five hundred and seventy-seven thousand, three hundred thirty-four dollars ($1,577,334).**

## 4. CONDITIONS OF PAYMENT.

MDH will perform all services pursuant to this agreement to the satisfaction of DHS, according to the sole discretion of DHS's authorized representative. DHS will perform all services pursuant to this agreement to the satisfaction of MDH, according to the sole discretion of MDH's authorized representative.

## 5. AUTHORIZED REPERSENTATIVES.

### 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 PROVIDING AGENCY's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.4.

### 5.2. Providing Agency.

PROVIDING AGENCY's Authorized Representative is Savannah Riddle, Maternal and Child Health section manager or her successor. Phone and email: Savannah.Riddle@state.mn.us**,** 651-201-6746. PROVIDING AGENCY will immediately notify DHS if PROVIDING AGENCY'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.

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## 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, 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 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 MDH or DHS.

### 10.4.

If 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

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immediately notify and consult with the DHS's Authorized Representative as to how the MDH should respond to the request.

### 10.5.

MDH 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.

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**Signature Page Follows**

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

APPROVED:

1. DHS ENCUMBRANCE VERIFICATION

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

DocuSigned by:

By: _____
5457B11AE8BB49D...

Date: 7/23/2024

SWIFT Contract No: 252534

SWIFT PO #: 3000110968

2. MINNESOTA DEPARTMENT OF HEALTH

DocuSigned by:

By: _____
17A541D322A54E8...

Title: Budget Operations Director

Date: 7/24/2024

3. MINNESOTA DEPARTMENT OF HUMAN SERVICES

DocuSigned by:

By: _____
132A574D18E9461...

With delegated authority

Title: Assistant Commissioner, Department of Human Services

Date: 7/24/2024

Distribution:

DHS – Original (fully executed) contract

Providing Agency

Contracting & Legal Compliance, Contracts Unit- #0238

Docusign Envelope ID: 6B2B1A2C-5842-4A33-BC5A-5113FE46030F



## Attachment A: SFY 2025 Budget

| Item | Amount |
|---|---|
| Direct costs | |
| Salaries & fringe | $ 656,725 |
| Other Direct Costs | |
| Subcontracts, consultants | |
| Supplies, phones, copies, staff development, travel and seminar support | $6,000 |
| Subtotal – other direct costs | |
| Subtotal, all costs | $ 662,726 |
| Indirect costs | $ 103,634 |
| TOTAL | **$ 766,360** |

Indirect costs are calculated per MDH's agreement with the Federal government, at twenty-one and seventy hundredths percent (23.20%).

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## Attachment B: SFY 2026 Budget

| Item | Amount |
|---|---|
| Direct costs | |
| Salaries & fringe | $695,471 |
| Other Direct Costs | |
| Subcontracts, consultants | |
| Supplies, phones, copies, staff development, travel and seminar support | $6,000 |
| Subtotal – other direct costs | |
| Subtotal, all costs | $701,471 |
| Indirect costs | $109,503 |
| TOTAL | $810,974 |

Indirect costs are calculated per MDH's agreement with the Federal government, at twenty-one and seventy hundredths percent (23.20%).

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## ATTACHMENT C: Child & Teen Checkup Provider Training Budget: SFY 2025 – 2026

| | Total | DHS (Federal Share) | MDH (State Share) |
|---|---|---|---|
| **Salaries, Fringe Benefits** (based on actual MDH costs) | $1,352,196 | $918,698 | $433,498 |
| **Other Direct Costs** (Sub contractors, trainings, travel, supplies) | $12,000 | $6,000 | $6,000 |
| **Sub Total All Costs** | $1,364,196 | $924,698 | $439,498 |
| **Indirect 23.2%** | $213,138 | $213,138 | |
| **Grand Total 2 Year Agreement** | $1,577,334 | $1,137,836 | $439,498 |

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# Amendment 1 to Interagency Agreement 254840

| | | | |
|---|---|---|---|
| Contract Start Date: | 7/01/2024 | Original Contract: | $336,339.28 |
| Original Contract Expiration Date: | 6/30/2025 | Previous Amendment(s) Total: | $0 |
| Current Contract Expiration Date: | 6/30/2025 | This Amendment: | $1,472,351.57 |
| Requested Contract Expiration Date: | 6/30/2028 | Total Contract Amount: | $1,808,690.85 |

**This amendment** ("Amendment") is by and between Minnesota Department of Human Services, Behavioral Health Administration, (hereinafter DHS) and Minnesota Department of Health (hereinafter the PROVIDING AGENCY). This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as "an AGENCY," and collectively as "the AGENCIES."

## Recitals

1. The AGENCIES have an agreement identified as IAK 254840 ("Original Agreement") to provide lab based drug checking, results infrastructure, and data for community based SSP point of care drug checking sites.

2. The AGENCIES agree that the Original Agreement should be modified in order to add additional time and funds.

3. The AGENCIES are willing to amend the Original Agreement as stated below.

## Contract Amendment

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

The parties agree to the following revisions:

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

**1.2. Expiration date.** The AGREEMENT remains in effect through ~~**June 30, 2025**~~ **June 30, 2028**, or until the AGENCIES fulfill all obligations set forth in this agreement to the other AGENCIES' satisfaction, whichever occurs first.

## REVISION 2: Clause 2.1, "Providing Agency's Duties", is amended as follows:

**2.1 Providing Agency's Duties:** PROVIDING AGENCY must: perform the duties as set forth in **Attachment A and Attachment A-1**, which ~~is~~ are attached and incorporated into this ~~contract~~ Agreement.

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## REVISION 3: Clause 3, subclauses 3.2., "Terms of Payment", and "3.3., "Total Obligation", only, are amended as follows:

**3.2. Terms of Payment.** DHS must pay PROVIDING AGENCY within 30 days after the PROVIDING AGENCY presents invoices for services it performs. PROVIDING AGENCY will be paid for its actual expenditures in accordance with **Attachment B-1**, Budget, which is attached and incorporated into this AGREEMENT.

**3.3 Total Obligation**. The total obligation for all compensation and reimbursements to PROVIDING AGENCY under this AGREEMENT will not exceed ~~**three hundred thirty-six thousand three hundred thirty-nine dollars and twenty-eight cents ($336,339.28)**~~ **one million eight hundred eight thousand six hundred ninety dollars and eighty-five cents ($1,808,690.85**).

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

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***SIGNATURE PAGE FOLLOWS***

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## APPROVED:

### 1. STATE ENCUMBRANCE VERIFICATION

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

By: DocuSigned by: 9780AF8E93764DF...

Date: 5/8/2025

SWIFT Contract No: IAK 254840

### 2. State Agency

By: DocuSigned by: Amy Yolanda Castillo 3B32496536734EA...

Title: Contracts Coordinator

Date: 5/20/2025

### 3. DHS

By (with delegated authority): DocuSigned by: 904F44905FD84D3...

Title: Deputy Assistant Commissioner

Date: 5/22/2025

DEPARTMENT OF HEALTH

# Attachment A-1: Work Plan

July 1, 2025 - June 30, 2028

Lead Organization Name: Minnesota Department of Health Public Health Lab

| Goal | Objective | Activity | Role Responsible | Timeline | Outcome/Deliverable |
|---|---|---|---|---|---|
| Facilitate partnership agreement between Minnesota Department of Health (MDH) and and DHS for drug checking work. | Maintain and ensure compliance with the executed interagency agreement between MDH and DHS. | Monitor interagency agreement for program activities, maintain program budget, ensure compliance with financial requirements, and prepare program invoices. | MDH Injury and Violence Prevention Section (IVPS) Management Analyst | July 1, 2025-June 30, 2028. | Interagency agreement maintained and timely invoices submitted accurately. |
| Provide analytical data from gold-standard drug chemistry testing of submitted product samples. | Perform high resolution mass spectrometry (HRMS) analysis on drug products and/or paraphernalia submitted to the health lab. | MDH staff will prepare and test samples submitted to community based drug checking sites, analyze and review data, and transfer results to IVPS. | Public Health Lab (PHL) Research Scientist | July 1, 2025-June 30, 2028. | Samples submitted to community based drug checking sites for point of care testing will subsequently undergo HRMS testing at MDH. Testing will include minimum capacity of 80 samples per month from all partners include those external to this project. Additional testing capacity will be communicated to partners as needed. |
| | Provide analytical results to site partners. | MDH staff will maintain a Minnesota-specific data interface for the collection and dissemination of drug testing data. | IVPS Epidemiologist, IVPS Prevention Specialist | July 1, 2025-June 30, 2028. | Minnesota-specific data interface created. |
| | | MDH staff will review test results and submit findings to project partners. | IVPS Research Analysis Specialist | July 1, 2025-June 30, 2028. | All samples sent to MDH for HRMS testing will result in a report of findings returned to community based drug checking sites staff within 6 weeks of sample receipt. |
| | | MDH staff will distribute individual results back to those who have submitted samples for testing to community based drug checking sites through the data interface. | IVPS Research Analysis Specialist | July 1, 2025-June 30, 2028. | All samples sent to MDH for HRMS testing will be made available to the individual submitting the sample within 6 weeks of sample receipt. |
| | Conduct comparison studies between HRMS test results and point of care testing results. | MDH staff will analyze point of care test results received from community based drug checking sites and compare findings to HRMS findings. Staff will share results of analysis with community based drug checking sites staff and DHS program staff. | IVPS Research Analysis Specialist, IVPS Epidemiologist | July 1, 2025 - June 30, 2028. | MDH will prepare a summary of findings from comparison studies between point of care testing and HRMS testing. |
| Leverage samples from community based drug checking sites to conduct regional surveillance on the drug environment. | Aggregate HRMS data and share with prevention and local public health partners. | MDH staff will analyze and aggregate HRMS data and prepare findings for sharing with prevention and local public health partners via presentations, data briefs, and data sets or dashboards. | IVPS Epidemiologist, IVPS Communicator, IVPS Prevention Specialist | July 1, 2025 - June 30, 2028. | MDH will prepare a minimum of two data products from HRMS data. |
| | Aggregate HRMS data and share high-level findings on a public dashboard. | MDH staff will analyze and aggregate HRMS data, develop data visualizations for a public-facing dashboard, and update the dashboard at least annually. | IVPS Epidemiologist, IVSP Communicator | July 1, 2025 - June 30, 2028. | MDH will develop a public-facing dashboard with aggregate results from HRMS testing of samples submitted at community based drug checking sites. |
| Support drug checking service providers and provide technical assistance when requested. | Build supportive relationships with drug checking service providers. | MDH staff will facilitate regular communication between drug checking service providers and MDH PHL and IVPS staff teams during the onboarding period for new service providers. | IVPS Prevention Specialist | July 1, 2025 - June 30, 2028. | MDH staff will have regular communications and provide requested technical assistance to drug checking service providers. |
| | Provide support to drug checking service providers for communications with their participants. | MDH staff will support drug checking service providers' communication needs when requested. | IVPS Communicator | July 1, 2025 - June 30, 2028. | MDH staff will have regular communications and provide requested technical assistance to drug checking service providers. |
| | Compile evaluation and communication products with lessons learned from the first onboarded sites. | Create communication materials for new community based drug checking sites | IVPS Communicator | July 1, 2025 - June 30, 2028. | MDH staff will create a communications toolkit for new community based drug checking sites |
| | | Implement (and update, as needed) an evaluation plan in an effort to develop tools and resources to support program expansion in Minnesota. | IVPS Evaluation Research Analysis Specialist | July 1, 2025 - June 30, 2028. | MDH will create (and update, as needed) evaluation products and implementation tool kit for new community based drug checking sites |
| C | | | | | |

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## ATTACHMENT B-1

| Minnesota Department of Health | |
|---|---|
| **Total Award (SFY25-SFY28)** | $ 1,808,690.85 |

| Total Budget | | year 1 | year 2 | year 3 | year 4 |
|---|---|---|---|---|---|
| **Line/Category** | **TOTAL** | 7/1/24 - 6/30/25 | 7/1/25 - 6/30/26 | 7/1/26 - 6/30/27 | 7/1/27 - 6/30/28 |
| Salary & Fringe Benefits | $ 1,247,314.00 | $ 235,665.00 | $ 249,928.00 | $ 380,145.00 | $ 381,576.00 |
| Contractual Services | $ 20,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 |
| Travel | $ 4,000.00 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 |
| Supplies and Other Expenses | $ 248,000.00 | $ 40,000.00 | $ 36,000.00 | $ 86,000.00 | $ 86,000.00 |
| | | | | | |
| **Subtotal (direct costs)** | **$ 1,519,314.00** | $ 281,665.00 | $ 291,928.00 | $ 472,145.00 | $ 473,576.00 |
| Indirect Rate | 23.2% | | | | |
| Indirect Costs | $ 289,376.85 | $ 54,674.28 | $ 57,983.30 | $ 88,193.64 | $ 88,525.63 |
| **Total** | **$ 1,808,690.85** | **$ 336,339.28** | **$ 349,911.30** | **$ 560,338.64** | **$ 562,101.63** |

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# Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Human Services, Behavioral Health Division (DHS) and Minnesota Department of Health (the PROVIDING AGENCY). (This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as "an AGENCY," and collectively as "the AGENCIES.")

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

THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date**. The AGREEMENT is effective on **July 1, 2024** or the date that the PROVIDING AGENCY signs with the final signature, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later.

**1.2. Expiration Date.** The AGREEMENT remains in effect through **June 30, 2025**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES' satisfaction, whichever occurs first.

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

## 2. DUTIES

### 2.1. Providing Agency's Duties:

PROVIDING AGENCY must: perform duties in accordance with **Attachment A, Work Plan**, which is attached and incorporated into this contract.

### 2.2. DHS's Duties:

DHS must: provide payment as contracted.

## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DHS will provide consideration for all services that PROVIDING AGENCY performs under this AGREEMENT as follows:

**3.2. Terms of Payment.** DHS must pay PROVIDING AGENCY within 30 days after the PROVIDING AGENCY presents invoices for services it performs. PROVIDING AGENCY will be paid for its actual

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expenditures in accordance with **Attachment B**, Budget, which is attached and incorporated into this AGREEMENT.

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to PROVIDING AGENCY under this AGREEMENT will not exceed **Three hundred thirty-six thousand three hundred thirty-nine dollars and twenty eight cents** dollars (**$ $336,339.28**).

**3.4 Federal funds.** N/A

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

## 5. AUTHORIZED REPRESENTATIVES.

**5.1. DHS.** DHS's Authorized Representative for the purposes of administration of this AGREEMENT is **Odie Spinelli** or successor. Phone and email: **651-431-5997 or odie.spinelli@state.mn.us**. This representative has final authority for accepting PROVIDING AGENCY's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. Providing Agency.** PROVIDING AGENCY's Authorized Representative is Deepa McGriff or successor. Phone and email: **651-539-3013 and deepa.mcgriff@state.mn.us**. PROVIDING AGENCY will immediately notify DHS if PROVIDING AGENCY's Authorized Representative changes at any time during this AGREEMENT.

**5.3. Information Privacy and Security.** (If applicable) PROVIDING AGENCY's responsible authority is **Deepa McGriff** or successor for complying with data privacy and security for this AGREEMENT. Phone and email: **651-539-3013 and deepa.mcgriff@state.mn.us**.

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

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

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

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**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 PROVIDING AGENCY 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.

## 11. OTHER PROVISIONS.

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Signature Page Follows

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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: DocuSigned by: _____
9780AF8E93764DF...

Date: 9/10/2024

SWIFT Contract No: IAK 254840

SWIFT PO #: 3000112540

2. PROVIDING AGENCY – Minnesota Department of Health

By: DocuSigned by: Brian Ruwsumb
737BDF79175447D...

Title: Assistant Finance Director

Date: 9/23/2024

3. DHS

By: Signed by: Teresa Steinmetz
21E5FA61DE5240E...

With delegated authority

Title: Assistant Commissioner BHA

Date: 10/1/2024

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

Docusign Envelope ID: 4F193B72-B22E-4C8E-9642-3ABC58E9CE20

DEPARTMENT OF HEALTH

# Attachment A: Work Plan

July 1, 2024 - June 30, 2025

Lead Organization Name: Minnesota Department of Health Public Health Lab

| Goal | Objective | Activity | Role Responsible | Timeline | Outcome/Deliverable |
|---|---|---|---|---|---|
| Facilitate partnership agreement between MDH and DHS for drug checking work. | Maintain and ensure compliance with the executed interagency agreement between MDH and DHS. | Execute interagency agreement for program activities, maintain program budget, ensure compliance with financial requirements, and prepare program invoices. | IVPS Management Analyst | July 1, 2024-June 30, 2025. | Interagency agreement executed and timely invoices submitted accurately. |
| Provide analytical data from gold-standard drug chemistry testing of submitted product samples. | Perform high resolution mass spectrometry (HRMS) analysis on drug products and/or paraphernalia submitted to the health lab. | MDH staff will prepare and test samples submitted to community based drug checking sites, analyze and review data, and transfer results to IVPS. | PHL Research Scientist | July 1, 2024-June 30, 2025. | <90% of samples submitted to community based drug checking sites for point of care testing will subsequently undergo HRMS testing at MDH, up to a maximum of 80 samples per month from all partners include those external to this project. |
| | Provide analytical results to site partners. | MDH staff will develop a Minnesota-specific data interface for the collection and dissemination of drug testing data. | IVPS Epidemiologist, IVPS Prevention Specialist | July 1, 2024-June 30, 2025. | Minnesota-specific data interface created. |
| | | MDH staff will review test results and submit findings to project partners. | IVPS Research Analysis Specialist | July 1, 2024-June 30, 2025. | All samples sent to MDH for HRMS testing will result in a report of findings returned to community based drug checking sites staff within 6 weeks of sample receipt. |
| | | MDH staff will distribute individual results back to those who have submitted samples for testing to community based drug checking sites through the data interface. | IVPS Research Analysis Specialist | July 1, 2024-June 30, 2025. | All samples sent to MDH for HRMS testing will be made available to the individual submitting the sample within 6 weeks of sample receipt. |
| | Conduct comparison studies between HRMS test results and point of care testing results. | MDH staff will analyze point of care test results received from community based drug checking sites and compare findings to HRMS findings. Staff will share results of analysis with community based drug checking sites staff and DHS program staff. | IVPS Research Analysis Specialist, IVPS Epidemiologist | October 1, 2024 - June 30, 2025. | MDH will prepare a summary of findings from comparison studies between point of care testing and HRMS testing. |
| Leverage samples from community based drug checking sites to conduct regional surveillance on the drug environment. | Aggregate HRMS data and share with prevention and local public health partners. | MDH staff will analyze and aggregate HRMS data and prepare findings for sharing with prevention and local public health partners via presentations, data briefs, and data sets or dashboards. | IVPS Epidemiologist, IVPS Communicator, IVPS Prevention Specialist | August 1, 2024 - February 28, 2025. | MDH will prepare a minimum of two data products from HRMS data. |
| | Aggregate HRMS data and share high-level findings on a public dashboard. | MDH staff will analyze and aggregate HRMS data, develop data visualizations for a public-facing dashboard, and update the dashboard at least annually. | IVPS Epidemiologist, IVSP Communicator | August 1, 2024 - February 28, 2025. | MDH will develop a public-facing dashboard with aggregate results from HRMS testing of samples submitted at community based drug checking sites. |
| Support drug checking service providers and provide technical assistance when requested. | Build supportive relationships with drug checking service providers. | MDH staff will facilitate regular communication between drug checking service providers and MDH PHL and IVPS staff teams during the onboarding period for new service providers. | IVPS Prevention Specialist | July 1, 2024-June 30, 2025. | MDH staff will have regular communications and provide requested technical assistance to drug checking service providers. |
| | Provide support to drug checking service providers for communications with their participants. | MDH staff will support drug checking service providers' communication needs when requested. | IVPS Communicator | July 1, 2024-June 30, 2025. | MDH staff will have regular communications and provide requested technical assistance to drug checking service providers. |
| | Compile evaluation and communication products with lessons learned from the first onboarded sites. | Create communication materials for new community based drug checking sites | IVPS Communicator | July 1, 2024-June 30, 2025. | MDH staff will create a communications toolkit for new community based drug checking sites |
| | | Create and implement an evaluation plan in an effort to develop tools and resources to support program expansion in Minnesota. | IVPS Evaluation Research Analysis Specialist | July 1, 2024-June 30, 2025. | MDH will create evaluation products and implementation tool kit for new community based drug checking sites |
| C | | | | | |

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| ATTACHMENT B: Minnesota Department of Health Budget | |
|---|---|
| **Total Award (1 year budget):** | $ 336,339.28 |

| Total Budget | |
|---|---|
| **Line/Category** | **TOTAL** |
| Salary & Fringe Benefits | $ 235,665.00 |
| Contractual Services | $ 5,000.00 |
| Travel | $ 1,000.00 |
| Supplies and Other Expenses | $ 40,000.00 |
| | |
| **Subtotal (direct costs)** | **$ 281,665.00** |
| Indirect Rate | 23.2% |
| Indirect Costs | $ 54,674.28 |
| **Total** | **$ 336,339.28** |

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| ATTACHMENT B: Minnesota Department of Health Budget | |
|---|---|
| **Year 1 Total Amount** | $ 336,339.28 |
| **Budget Contact Information** | |
| **Name:** | |
| **Title:** | |
| **Email Address** | |
| **Phone Number:** | |
| | |
| ***NOTE:*** *Your budget should include* *all* *anticipated expenses.* | |

## Salary & Fringe

**Salary and Fringe - 12-month period**

| Staff Position + Budget Narrative | Total |
|---|---|
| IVPS Testing Data Management -- Salary ($68,470/year x .3 FTE x 1 Research Analysis Specialist = $20,541) + Fringe (.319 x $20,541 = $6,553) = **$27,094** | $ 27,094.00 |
| IVPS Testing Data Analysis -- Salary ($82,659/year x .3 FTE x 1 Epidemiologist = $24,798) + Fringe (.319 x $24,798 = $7,911 ) = **$32,709** | $ 32,709.00 |
| IVPS Prevention Coordination -- Salary ($73,070 x .1705 FTE x 1 Prevention staff = $12,458) + Fringe (.319 x $12,458 = $3,974) = **$16,433** | $ 16,433.00 |
| IVPS Communications Coordination -- Salary ($70,098 x .1849 FTE x 1 communicator = $8,762 ) + Fringe (.319 x $8,762 = $2,795) = **$11,557** | $ 11,557.00 |
| IVPS Contract, Budget, and Invoice Managment -- Salary ($65,000 x .1 FTE x 1 Management Analyst = $6,500) + Fringe (.319 x $6,500 = $2,074) = **$8,574** | $ 8,574.00 |
| IVPS Project Evaluation and Reporting -- Salary ($63,722 x .125 FTE x 1 Evaluation Research Analyst Specialist = $7,965) + Fringe (.319 x $7,965.25 = $2,541) = **$10,506** | $ 10,506.00 |
| PHL Lab testing of collected samples -- Salary ($98,240/year x 1 FTE x 1 Research Scientist 2 = $98,240) + Fringe (.311 x $98,240 = $30,552) = **$128,792** | $ 128,792.00 |
| **Year 1 Total for Salary & Fringe** | **$ 235,665.00** |

## Contractual Services (facilitators, evaluators, speakers, trainers, etc.)

**Contractual Services - 12-month period**

| Subcontractor, description of service provided, timeline and budget narrative | Total |
|---|---|
| Brandeis University, technical assistance and training for Year 1 | $ 5,000.00 |
| | |
| | |
| | |
| **Year 1 Total for Contractual Services** | $ 5,000.00 |

## Travel (mileage, parking, per diem, lodging, etc.)

**Travel - 12-month period**

| Purpose of Travel and/or Description | Total |
|---|---|
| Staff travel to Metro Area drug checking sites | $ 250.00 |
| Staff travel to Greater MN drug checking sites | $ 750.00 |
| | |
| **Year 1 Total for Travel** | $ 1,000.00 |

## Supplies and Other Expenses (rent, program supplies, housing-related expenses)

**Supplies and Other Expenses - 12-month period**

| Description + Budget Narrative | Total |
|---|---|
| Software support + licensing fees | $ 6,000.00 |
| Shipping fees to Public Health Lab | $ 4,000.00 |
| PHL Laboratory consumable supplies and sample disposal | $ 30,000.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| **Year 1 Total for Supplies and Other Expenses** | $ 40,000.00 |
| **Year 1 Direct Expenses** | **$ 281,665.00** |

## Indirect Costs**

| Description of costs included in indirect cost pool (if no federally-negotiated rate) | Rate* |
|---|---|
| *Example: Rent, utilities, insurance, accounting system. **10% or less, or federally-negotiated rate* | 23.2% |
| **Year 1 Total for Indirect** | **$ 54,674.28** |

| | |
|---|---|
| **Year 1 Total Budget** | **$ 336,339.28** |

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# Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (Agreement), is between the Minnesota Department of Human Services, Resettlement Programs Office Division (DHS) and Minnesota Department of Health (MDH), collectively (the Agencies or the Parties).

---

**Recitals**

**WHEREAS**, the Agencies have authority to enter into interagency agreements pursuant to Minnesota Statutes section 471.59, subdivisions 1 and 10; 15.061; and 144.0742, and

**WHEREAS**, MDH is empowered to enter into interagency agreements pursuant to Minnesota Statutes section 144.05, subdivisions 2, 6, and 8; and,

**WHEREAS**, DHS is in need of additional supports in refugee medical screening activities by following the Screening Guidelines for Newly Arrived Refugees issued by Office of Refugee Resettlement (ORR) Letter #12-09 and the Centers for Disease Control and Prevention (CDC) Refugee Health Screening Guidance.

---

**Agreement:**

## 1. Term of Agreement and Survival of Terms

**1.1.** Effective date. October 1, 2024, or the date DHS obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**1.2.** Expiration date. September 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.3.** The Parties will have a continuing obligation after the expiration or termination of this Agreement to comply with the following provisions of this Agreement: 7. "Liability," and 9. "Information Privacy and Security."

## 2. Scope of Work

### 2.1. MDH's Duties:

MDH must provide the following services:

1. **Medical Screening Activities**. MDH shall coordinate all refugee medical screening activities by following the Screening Guidelines for Newly Arrived Refugees issued by ORR Letter #12-09 and the CDC Refugee Health Screening Guidance.
   A. In collaboration with COE refugee site partners, MDH shall ensure screening, treatment and referrals of newly arrived ORR-benefit eligible populations who are primary to Minnesota (moving directly to Minnesota from outside the U.S.), within 30-90 days of their arrival, achieving at least a 95% screening rate.

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B. MDH shall coordinate screening for secondary refugees (moving to Minnesota within 12 months of U.S. arrival) without a health assessment in the primary state (state of first arrival from outside the U.S.).
C. MDH shall facilitate the transfer of overseas medical records and most current immunization records, received through the Electronic Disease Notification system managed by the CDC, to local public health agencies.
D. MDH shall coordinate the payment of flat-fee reimbursement for health screening activities and keep DHS up to date on any trends or challenges related to this activity. This includes facilitating Medicaid ID verifications for service providers to ensure timely billing.

2. **Clinical consultation**. MDH shall develop, implement and evaluate a statewide system for local public health agencies and private health care agencies in Minnesota to ensure consistently high rates of health assessment for refugees.
   A. MDH shall provide clinical consultation, training and administrative guidance to local public health agencies and health care providers regarding current screening guidance and health services for newly arrived refugees in their county.
   B. MDH shall develop, implement and evaluate the educational needs of health care providers, interpreters, health systems, health plans, service advocates and others working with the health aspect of the refugee resettlement process to improve the physical and mental health screening and care services provided to ORR-benefit eligible populations.

3. **Health care systems coordination for Complex medical cases.** MDH shall work with key staff from all resettlement pathways and each local resettlement affiliate along with input from local public health agencies to identify health care needs and systems to ensure expedited medical screening or linkage to primary care.
   A. MDH shall provide enhanced coordination to link newly arrived ORR-benefit eligible arrivals with complex or significant health conditions with appropriate health care-related resources, have expedited medical assistance (MA) and access to screening and primary care health care services and resources as identified in the care protocol.
   B. MDH shall identify and develop systems and structures to address these needs, including training of key staff for all resettlement pathways and local resettlement affiliate staff and other partners in care in the metro and rural Minnesota.

4. **Data management, reporting and sharing.** MDH shall manage, monitor and analyze all incoming and outgoing ORR-benefit eligible populations demographic and health screening data to assess medical screening status and gaps to inform all stakeholders.
   A. MDH shall follow-up with appropriate action to obtain missing data; and work on special projects related to refugee health data as needed.
   B. MDH shall share summary reports with all local and national partners to develop interventions to improve access to care and health for newly arrived refugees.
   C. ORR-6 and ORR-5 Reports will be shared with DHS in a timely manner. The database system will be enhanced to meet the most current monitoring and reporting requirements.

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D. MDH will partner with DHS to facilitate data exchange of demographic and limited health-related data between the two agencies for ORR reporting, joint activities and quality improvement initiatives.

5. **Pandemic preparedness and disease outbreak investigations.** MDH shall lead pandemic preparation protocols, assist with disease outbreak investigations and develop health education activities and outreach materials for newly arrived refugees.

6. **MNSURE and Minnesota Health Care Programs**. MDH shall communicate with DHS if MA application concerns arise for ORR-benefit eligible populations, including expediting MA.
   A. MDH and DHS will work together to develop a strategy for coordinated activities related to health service access for refugees across state systems.

7. Co-convene regular community consultation and community capacity planning meetings in cooperation with DHS to assess local resettlement capacity and to share information with stakeholders related to resettlement pathways active in Minnesota.

**2.2. DHS's Duties:**

DHS shall reimburse MDH for duties satisfactorily performed in accordance with Section 2.1, MDH's Duties, above.

## 3. Consideration and Payment

Payments will be issued according to the breakdown of costs contained in Exhibit B and the Budget Narrative and Justification, which are attached and incorporated into this Agreement."

The total obligation of Minnesota Department of Human Services for all compensation and reimbursements to MDH under this Agreement will not exceed $1,170,945.

## 4. Conditions of Payment

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

## 5. Authorized Representative

MDH's Authorized Representative is Blain Mamo, State Refugee Health Coordinator, 625 Robert Street N, Saint Paul, MN 55164, 651-201-5535, or successor or delegate.

DHS's Authorized Representative is Rachele King, State Refugee Coordinator, 540 Cedar Street, Saint Paul, MN 55101, or successor or delegate.

## 6. Amendments

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

## 7. Liability

Each party will be responsible for its own acts and behaviors and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law, govern both Parties' individual and several liability.

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## 8. Termination

Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. If either party terminates this Agreement, Minnesota Department of Health will receive payment, determined on a pro rata basis, for work or services satisfactorily performed.

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

**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, (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.** 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.

**10.4.** 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.

[Signatures to follow]

Docusign Envelope ID: A45CD556-C419-4D77-BE47-4573E45436D7

DEPARTMENT OF HUMAN SERVICES

**State Encumbrance Verification**

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

Print Name: Angela Lofgren

Signature: DocuSigned by: Angela Lofgren 53AD6200B0B8428...

Title: Contract Coordinator Date: 10/16/2024

SWIFT Contract No. 258797

**Department of Health**

*With delegated authority*

Print Name: Christine Taylor

Signature: DocuSigned by: Christine Taylor F12184B6D90D4B2...

Title: Budget Operations Supervisor Date: 10/29/2024

## 1. Department of Human Services

*With delegated authority*

Print Name: Rachele King

Signature: DocuSigned by: Rachele King F7DD45B52554427...

Title: State Refugee Coordinator Date: 10/29/2024

Distribution:

DHS – Original (fully executed) contract

MDH

Contracting & Legal Compliance, Contracts Unit- #0238

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## Exhibit B

**Budget Period: 10/1/2024 - 9/30/2025** ***FILL IN YELLOW FIELDS ONLY***

| Consortium Partner #A: (Lead Agency) | | AGENCY NAME: Minnesota Department of Health | | |
|---|---|---|---|---|
| **Line No.** | **Budget Category** | **Budget Narrative** | **Justification (please show calculations )** | **Amount in Budget Period** |
| **A-1** | **Salaries** | Please see the attached **Budget Narrative and Justification** for details | Please complete tab #3 | $ 471,399 |
| **A-2** | **Benefits** | Fringe for all positions except Student Workers calculated at 31.1% (6.2% FICA, 1.45% Medicare, 5.25% retirement, and 18.2% insurance). Student Workers are calculated at 7.65% (6.2% for FICA and 1.45% for Medicare). | | $ 146,605 |
| **A-3** | **Staff in-state travel** | **a)** The amount of $670 is budgeted to support in-state travel for project personnel. In-state travel expenditures will include on-site visits to clinics serving new refugees, refugee resettlement agencies, as well as other program implementation activities, e.g. refugee health-related meetings outside of the MDH building. Reimbursement rates are established through collective bargaining agreements with the state of Minnesota. The current mileage rate is $0.67 per mile. | **a)** 1,000 anticipated miles yearly x $0.67 = $670 | $ 670 |
| **A-4** | **Space Rental** | | | $ - |
| **A-5** | **Client Support** | | | $ - |
| **A-6** | **Telephone** | Telephone and fax charges for Program staff, not IT staff (associated with normal and long distance usage). Approximately $41.67 per month per FTE | 5.5 FTEs **x** $41.67 cost/month **x** 12 months = $2,750<br>1.0 FTEs **x** $41.67 cost/month **x** 6 months = $250<br>*Total = $3,000* | $ 3,000 |
| **A-7** | **Office Supplies** | **<u>General Office Supplies</u>**<br>**a)** Funds for miscellaneous offices supplies are requested for all Program staff positions, not IT staff.<br>Approximately $20.83 per month per FTE<br><br>**<u>Education Materials</u>**<br>**b)** *Mental Health First Aid Training Manuals* - We request funds to purchase Mental Health First Aid training manuals as authorized by ORR as an allowable CMA expenditure. Manuals are $18.95/copy; we expect to host 1 training for 30 persons per class . | **a) General Office Supplies**<br>5.5 FTEs x $20.83 cost/month x 12 months = $1,375<br>1.0 FTEs x $20.83 cost/month x 6 months = $125<br>*Total = $1,500*<br><br>**b) Mental Health First Aid Training Manuals**<br>30 Manuals x $18.95 per copy = $568.50 | $ 2,069 |
| **A-8** | **Photocopying** | Photocopying is charged to activities based on a photocopy code entered when making copies at a rate of $0.06 for black and white, and $0.38 for color. Other photocopying includes agendas and handouts for weekly internal and external meetings with partners. | **<u>Administrative photocopying</u>**<br>Black & White photocopies = 200 x $0.06 = $12<br>Color photocopies = 100 x $0.38 = $38<br>*Total = $50* | $ 50 |
| **A-9** | **Consultant / Professional services** | | | $ - |
| **A-10** | **Staff out-of-state travel** | **<u>National Refugee Health Conference in Canada</u>**<br>One trip for the RHC or designated staff attending the 2025 National Refugee Health Conference in Canada- this is an ORR-approved international travel. The requested amount is $2,025. Actual travel expenses may vary from the budgeted amount due to airfare pricing changes.<br><br>**<u>ORR Regional Meeting in Atlanta, GA</u>**<br>One trip for the SRHC attending the 2024 ORR Region 4 and 5 Convening Meeting in Atlanta, GA, October 2024 - this is an ORR-approved meeting and travel. The requested amount is $1,750. Actual travel expenses may vary from the budgeted amount due to airfare pricing changes. | **<u>National Refugee Health Conference in Canada</u>**<br>Fight = $450<br>Registration = $575<br>Hotel = $250/night x 3 nights = $750<br>Meals (per diem) = $50/day x 4 days = $200<br>Taxi/shuttle = $50<br>*Estimated total = $2,025*<br><br>**<u>ORR Regional Meeting in Atlanta, GA</u>**<br>Fight = $450<br>Hotel = $250/night x 4 nights = $1,000<br>Meals (per diem) = $50/day x 5 days = $250<br>Taxi/shuttle = $50<br>*Estimated total = $1,750* | $ 3,775 |
| **A-11** | **Contractual** | Please see the attached **Budget Narrative and Justification** for details | Please see the attached **Budget Narrative and Justification** for details | $ 400,000 |
| **A-12** | **Indirect Costs** | Indirect is collected at the federally approved indirect rate. Current indirect rate for FY 2025 is 23.2%. Indirect is collected on full-time, part-time overtime compensation (including fringe). Indirect will not be collected on contracts, supplies, information technology and other operating expenses. | **(Salary + Fringe) x Indirect % = Total Indirect**<br>*($471,399 + $146,605) x 23.2% = $143,377* | $ 143,377 |
| **A-13** | **TOTAL BUDGET** | | | **$ 1,170,945** |

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# Salary and Benefit Detail

***FILL IN YELLOW FIELDS ONLY***

**Budget Period: 10/1/24 - 9/30/25**

| Consortium Partner "A" | | AGENCY NAME: Minnesota Department of Health | | | | | |
|---|---|---|---|---|---|---|---|
| Line No. | Position Description | Staff Name | Annual Salary | Annual Benefits | FTE on Project | Project Salary | Project Benefits |
| A-1 | Refugee Health Coordinator | Blain Mamo (or her successor) | $ 121,522 | $ 37,793 | 1.0 | $ 121,522 | $ 37,793 |
| A-2 | Refugee Health Nurse Consultant | Lillian (Lily) Rubenstein (or her successor) | $ 112,293 | $ 34,923 | 0.90 | $ 101,064 | $ 31,431 |
| A-3 | Refugee Health Epidemiologist Sr. | Kailey Urban - part time (or her successor) | $ 105,841 | $ 32,917 | 0.60 | $ 63,504 | $ 19,750 |
| A-4 | Health Care Systems Coordinator | Cynthia Trevino (or her successor) | $ 88,343 | $ 27,475 | 1.0 | $ 88,343 | $ 27,475 |
| A-5 | Information Technology Spec 4 (MNIT Staff) | Heather Malmskog (or his successor) | $ 97,718 | $ 30,390 | 0.10 | $ 9,771 | $ 3,039 |
| A-6 | Health Program Representative | To Be Named - position to be filled (**6 months**) | $ 29,065 | $ 9,039 | 1.0 | $ 29,065 | $ 9,039 |
| A-7 | Health Program Representative | To Be Named - position to be filled (12 months) | $ 58,130 | $ 18,078 | 1.0 | $ 58,130 | $ 18,078 |
| A-8 | Public Health Corps (Americorps) Fellow | Katherine Thao | $ - | $ - | 1.0 | $ - | $ - |
| A-9 | **TOTAL** | **Fringe as % of salary:** | **31.1%** | **PROJECT FTE:** | **6.60** | **$ 471,399** | **$ 146,605** |

Docusign Envelope ID: A45CD556-C419-4D77-BE47-4573E45436D7

## MDH – DHS Interagency Agreement FY2025 (10/1/2024 - 9/30/2025)

## Budget Narrative and Justification

### A-1 Salaries

1) Refugee Health Coordinator coordinates the Refugee Health Program screening activities; she is responsible for ensuring efficient and effective administration of its core screening and referral activities through critical qualitative and quantitative analysis, and prioritization. The program's core activities are: ensuring screening, treatment and referrals of newly arrived primary refugees within 90 days of arrival meeting at least a 95% screening rate objective, training and supporting local public health and screening clinic staff to ensure all providers are following the nationally recommended screening guidelines and assisting resettlement agencies with identifying the appropriate resources and education materials to ensure timely health assessments for newly arrived refugees.

2) Refugee Health Nurse Consultant will develop, implement and evaluate a statewide system for local public health agencies to ensure consistently high rates of health assessment screenings for newly arrived refugees within 90 days of arrival in their county; provide clinical consultation and administrative guidance to local public health agencies regarding health services for newly arrived primary and secondary refugees in their county; and develop, implement and evaluate the educational needs of health care providers, interpreters, service advocates and others working with the health aspect of the refugee resettlement process in Minnesota to improve the health screening and care services provided to new refugee arrivals.

3) (part-time employee) Refugee Health Epidemiologist Senior will oversee the day-to-day coordination and monitoring of the Refugee Health Program's objectives using the reported medical screening data. Ms. Urban manages the database for all refugee health-related information. She monitors screening status, and all incoming screening results, analyzes the data, oversees quality assurance for the data, puts annual data on the refugee health program website and responds to all requests for data. She generates summary reports for state and national partners including resettlement agencies, health care providers, local public health, ORR and CDC to improve the overseas and domestic refugee health screening guidelines, develop interventions to improve access to care and health for newly arrived refugees. Ms. Urban will coordinate the secondary refugee transfers and data management. Ms. Urban will be responsible for data for the ORR-6 (TPR) and other required reports by ORR are completed in a timely manner. This includes ensuring data is collected and stratified to include additional reporting measures per the 2011/12 and any newly-revised guidelines including screening completion rates and referrals made for primary care, specialty care, dental, vision, mental health, etc.

4) Health Care Systems Coordinator directly works with each of the local resettlement agencies (RA) along with input from local public health (LPH) to ensure expedited screening or linkage to primary care. This will ensure health care and systems coordination for newly-arrived refugees with complex health and mental health conditions. She identifies and leads the development of systems to address these needs including training of RA staff. Ms. Trevino monitors objectives and outcomes using a standardized data collection form and database; responsibilities are clearly delegated and expected outcomes are identified for the refugees. These complex conditions are identified pre-arrival or during the first 90 days

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of resettlement. The specific goals for these new arrivals are to assure that such individuals: 1) are linked with appropriate health-related resources, including accessing expedited MA within 1-3 days upon arrival or identification of the need post-arrival, and 2) can access health care services and resources for themselves or their minor children as identified in the care plan.

5) The Information Technologist will assist with enhancing and updating the refugee health database to ensure that the demographic and health screening data are collected per the newly revised CDC, ORR and MDH screening guidelines and ORR-reporting requirements. In addition, he will develop and maintain an online searchable directory of resources.

6) Once position is filled, the Health Program Representative will assist the RHP staff for 6 months with data management, including EDN medical records download and newcomer review and all data entry in eSHARE - including the refugee health screening data entry. The position will assist with data auditing, and will provide trainings to local public health and clinics accessing eSHARE.

7) Once position is filled, the Health Program Representative will assist the RHP staff for 12 months with data management and newcomer referrals, review and all data entry in eSHARE - including refugee health screening data entry. This position will also serve as the special pathway arrival specialist, liaising with community partners and sponsors ensuring the most current health-access and domestic health screening information is communicated with them.

8) Public Health Corps (Americorps) Fellow will assist RHP staff with data management, conducting needs assessments related to the medical health assessments and health education/orientation needs for newcomer populations.

**A-11 Contractual**

**A) Medical Screening Coordination and Referral Services**

Coordinate and compliment services at the county level to ensure high rates of health at the county level to ensure a >95% health screening rate for primary refugees and >80% for secondary refugees, asylees and victim of trafficking (including derivatives VOTs and USgranted- asylees). Medical Screening Coordination: County health departments are expected, upon receipt of the ACVA and overseas exam results, to contact each refugee and schedule clinic visits for the domestic health assessment. This task involves many challenging steps. Most refugee health assessment exams involve two or three separate visits to the clinic, so the following steps are repeated with each visit. County staff must identify the spoken language of each refugee and contact an interpreter to assist with phone calls. Tracking down the correct phone number and address of the newly arrived individual can involve multiple calls. Transportation to and from the clinic must be arranged and reconfirmed the day before clinical service. Many of the clinics also regularly make calls to remind the family of their appointments the day before, as they understand that many families find the stress of immigration overwhelming in terms of scheduling their lives and remembering when to be where. Interpreter services, if needed, must then be scheduled for each exam.

This process is made more complex in rural counties that have limited resources to work with immigrant and refugee populations. Local county public health agencies have the additional challenge of working with secondary refugees, Victims of Trafficking and asylees, needing supplemental care coordination for their initial domestic medical exam. In select counties, community health workers will assist with care

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coordination for these populations. Frequently, LPH are working with private health care systems inexperienced with the recommended clinical components of the domestic refugee health assessment. Many conversations occur between rural county public health staff, medical providers and refugee families to verify health coverage for the visits and to provide guidance for the recommended components of the exam itself.

Follow-up and Referral: Another vital service provided by the local county public health agency is follow-up and referral. The majority of refugees screened get one or more referrals for follow-up. Many are referred for public health nursing home visits and WIC. Other common referrals include vision and hearing follow-up, dental care, family planning, mental health, or specific medical conditions. Extensive professional time is spent explaining the nature and importance of the referrals to the refugee. The RHP requires each clinic to complete the screening form (separate from the medical chart), including all lab results and referrals, before returning the form to RHP. Significant county staff time is spent on this process, particularly in counties that rely on primary care clinics to complete the exam. Each county also is expected to cooperate with MDH's RHP to ensure that missing data are found and reported to the RHP.

We have taken the proposed refugee, SIV, asylee, VOT, Cuban/Haitian Entrant arrival estimate (N=8,869) to estimate the FY2025 costs, using the counties with the highest number of arrivals in FY2021-22.

A) Medical Screening Coordination and Referral Services = $185,000

1 - Ramsey County (30%): St. Paul-Ramsey County Department of Public Health works with local primary care clinics in their community to accomplish refuge health screenings and is planning to serve at least 25% of the newly arrived refugees to the state.

Total = $50,000

2 - Hennepin County (35%): Hennepin County is planning to assist at least 35% of the state's arrivals, including humanitarian parolees. The vast majority of the residents of this county are screened at Public Health Clinic. They also assist neighboring counties with screenings and immunizations.

Total = $60,000

3 - Anoka County (10%): Anoka County is poised to assist at least 10% of of the state's arrivals, including humanitarian parolees. The County Public Health works with local primary care clinics in their community to accomplish refugee health screenings.

Total = $20,000

4 - Stearns County (5%): Stearns County Public Health works with local primary care clinics in their community to accomplish refugee health screenings. This county sees about 5% of the state's total.

Total = $10,000

5 - Olmsted County (5%): Olmsted County receives 5% of the state's arrivals. It has its own refugee-screening clinic where all medical screenings are completed.

Total = $10,000

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6 - Dakota County (10%): Dakota County Public Health works with local primary care clinics in their community to accomplish refugee health screenings. This county is projected to assist at least 10% of the state's total, including humanitarian parolees.

Total = $20,000

7 - Scott County (3%): Scott County Public Health works with local primary care clinics in their community to accomplish refugee health screenings. This county is projected to assist at least 3% of the state's total, including humanitarian parolees.

Total = $5,000

8 - Sherburne County (3%): Sherburne County Public Health works with local primary care clinics in their community to accomplish refugee health screenings. This county is projected to assist at least 3% of the state's total, including humanitarian parolees.

Total = $5,000

9 - Washington County (3%): Washington County Public Health works with local primary care clinics in their community to accomplish refuge health screenings. This county is projected to assist at least 3% of the state's total, including humanitarian parolees.

Total = $5,000

10. Miscellaneous counties and clinics across the state that need to increase their capacity to coordinate and/or complete the domestic medical examination

Total = 209,197

**B) Medical Screening Services**

Name of Contractor: Designated Refugee Screening Clinics

Method of Selection: Sole Source

Period MA Eligibility Verified: October 1, 2024 - September 30, 2025

Scope of Work: An estimated 10 individuals will not qualify for Medical Assistance and qualify for the flat fee reimbursement; the reimbursement rate, per completed health assessment, is $580.32 for a total of $5,803.20 (i.e., estimated 10 screenings; $580.32 x 10 = $5,803.20). The process for reimbursements will include payments to clinics around the state via medical services to vendors. Funding may also be used to cover interpretation costs for rare languages.

Method of Accountability: Screening clinics complete health assessment and reimbursement forms, with eligibility verified by RH program staff.

B) Medical Screening Services = $5,803

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The reimbursement rate, per completed health assessment is $580.32. (Estimated 10 screenings: $580.32 x 10 = $5,803.20).

Total = $5,803

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MINNESOTA POLLUTION CONTROL AGENCY

# Interagency Agreement
## State of Minnesota

SWIFT Contract Number: 261967
Agency Interest ID: 226680
Activity No: PRO20240001

This Interagency Agreement ("Agreement") is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155 ("MPCA") and the **Minnesota Department of Health**, 625 Robert Street North, St. Paul, Minnesota 55164 ("MDH").

## Agreement

### 1. Term of Agreement

**1.1** Effective date. **May 12, 2025**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**1.2** Expiration date. **September 30, 2029**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2. Scope of Work

MDH agrees to carry out the **Food Sovereignty and Vibrant Local Food Economies** (Project) and shall perform the duties as outlined in **Attachment A: Workplan and Budget** and **Attachment B: US EPA Grant Agreement**, which are attached and incorporated into this Agreement.

### 3. Consideration and Payment

**3.1 Consideration.** The total obligation of MPCA for all compensation and reimbursements to MDH under this Agreement will be paid in accordance with the breakdown of costs as set forth in the detailed Budget section of **Attachment A** and will not exceed **$2,734,571.00 (Two Million Seven Hundred Thirty-Four Thousand Five Hundred Seventy-One Dollars and Zero Cents).**

The MPCA agrees to reimburse MDH for staff costs for work under this Agreement starting October 28, 2024.

**3.2 Payment.**

Invoices. MPCA will promptly pay MDH after MDH presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **monthly or at least quarterly**.

Invoices must include:

- MDH Project Manager
- Agreement Amount
- Agreement Amount available to date
- Invoice Number
- Invoice Date
- MPCA Authorized Representative/Project Manager
- SWIFT Contract Number
- Invoicing Period (actual working period)
- Itemized list of all work performed
- Other items as requested

Invoices must be submitted electronically to: mpca.ap@state.mn.us. If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

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The MDH shall submit an invoice for the final payment upon submittal of the final progress and financial report within 15 (fifteen) days of the original or amended end date of this Contract. The MPCA reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

**3.3 Travel Expenses.**
Reimbursement for travel and subsistence expenses actually and necessarily incurred by the MDH as a result of this Agreement will not exceed the total amount set forth in travel expense section of the detailed Budget section of **Attachment A**, provided that the MDH will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget office, which is incorporated into this Agreement by reference and which can be viewed at: https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp.

**4. Conditions of Payment**
All services provided by MDH under this Agreement must be performed to MPCA's satisfaction, as determined at the sole discretion of MPCA's Authorized Representative.

**5. Authorized Representative**
MPCA's Authorized Representative is **Mindy Granley**, 525 Lake Avenue South, Suite 400, Duluth, Minnesota 55802, 651-757-2518, mindy.granley@state.mn.us, or successor or delegate.

MDH's Authorized Representative is **Cherylee Sherry**, 625 Roberts Street North, P.O. Box 64975, St. Paul, Minnesota 55164, 651-201-3769, cherylee.Sherry@state.mn.us, or successor or delegate.

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

**7. Liability**
Each party will be responsible for its own acts and behaviors and the results thereof.

**8. Termination**
**8.1** Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
**8.2** Funding for Grant Number 00E03864 is withdrawn by the USEPA.

**9. Federal Funds**
Payments under this Contract will be made from federal funds obtained by MPCA through CFDA Number 66.046. The MDH is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the MDH's failure to comply with federal requirements: https://www.epa.gov/grants/grant-terms-and-conditions.

## Signatures

| Title | Name | Signature | Date |
|---|---|---|---|

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| | | | |
|---|---|---|---|
| Encumbrance Verification | Erin Fogerty-Miller | Signed by: Erin Fogerty-Miller 3A4A21B4D52442E... | May 13, 2025 |
| Accounting Director | Terri Peaslee | DocuSigned by: Terri Peaslee 17FF20C942C24D3... | May 13, 2025 |
| Assistant Division Director | Melissa Lewis | Signed by: Melissa Lewis 5F0F911B6E6D4E8... | May 13, 2025 |

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MINNESOTA POLLUTION CONTROL AGENCY

# Attachment A
# Project Workplan and Budget

SWIFT Contract number: 261967
Agency Interest ID: 226680
Activity ID: PRO20240001

**Project title:** Food Sovereignty and Vibrant Local Food Economies

1. **Project summary:**


**Organization:** Minnesota Department of Health
**Contractor contact name:** Cherylee Sherry
**Title:** Population Health Systems Manager
**Address:** 625 Roberts Street North, P.O. Box 64975
St. Paul, Minnesota 55164
**Phone:** 651-201-3769
**Email:** Cherylee.Sherry@state.mn.us

**Minnesota Pollution Control Agency (MPCA) contact:**
**MPCA project manager:** Mindy Granley
**Title:** Climate Assistance Unit Supervisor
**Address:** 525 Lake Avenue South, Suite 400
Duluth, Minnesota 55802
**Phone:** 651-757-2518
**Email:** Mindy.Granley@state.mn.us


**Brief project summary**


This project aims to improve food security, strengthen food sovereignty, and unlock Low-Income Disadvantaged Communities (LIDACs) economic prosperity by investing in Tribal- and local community-driven climate pollution reduction strategies informed by coordination and collaboration with Tribal Nations and engagement with LIDACs through regional food networks statewide.

The Minnesota Department of Health (MDH) will assist the MPCA in completing deliverables for the Climate Smart Food Systems implementation grant from the U.S. Environmental Protection Agency (EPA) Climate Pollution Reduction Grants (CPRG) program. Specifically, MDH will utilize Regional Food Coordinators (RFCs) and Regional Food Networks (RFN) as the primary framework for engaging with food systems partners and LIDACs to identify local and regional food systems projects that will reduce greenhouse gas (GHG) emissions. Tribal collaboration, planning, and coordination will occur between state agencies for role clarification and identification of specific MDH actions which will focus on collaborative, community-driven approaches to reduce GHG emissions and Indigenous food sovereignty.


2. **Workplan detail**

MDH will meet with MPCA regularly and will submit project deliverables described in the tasks and subtasks of this workplan. MDH will serve as the subject matter expert for the project, responsible for producing and delivering to MPCA high-quality work products as defined in the workplan below. MDH will leverage their expertise to develop work products that meet the grant objectives. MPCA will provide oversight to ensure timely progress is being made and that the work products produced by MDH align with the overall project objectives, timelines, and scope. Deliverables that demonstrate progress on the project are provided below with a "(D)".

Roles: MDH will lead work plan as outlined below. MPCA will do the grantmaking role for Tribal grants and the Local Food System grants. Focus on GHG reductions in Food Sovereignty work. GHG assessment for regional food

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networks and Tribal food systems.

**Objective 1: Planning & Implementation Framework Development:** In year 1, MDH will initiate coordination with Tribes in partnership with MPCA and other agencies as determined, onboard RFCs, and assist in the organization of RFNs. MDH will issue a Request for Proposals (RFP) to contract with a vendor to conduct a Climate-Smart Food Systems Assessment, which will inform RFN planning and prioritization of strategies to be included in the local food systems implementation grants.

**Task A**: Complete the hiring and contracting necessary to support this objective.

**Subtask 1:** Post job opening for the MDH Food Systems Planner by May 2025.
**Subtask 2:** By the end of April 2025, finalize the RFP for the Regional Food Coordinators.
**Subtask 3:** By May 2025, issue a competitive RFP to contract with 6 Local Public Health Statewide Health Improvement Partnership (LPH SHIP) agencies to provide Regional Food Coordination to convene the RFNs.
**Subtask 4:** By the end of July 2025, complete the hiring process for the internal Food Systems Planner to provide support to the Food Systems Coordinator, American Indian Community Specialist, and Food Systems Evaluator to coordinate planning, technical assistance, and implementation of the grant objectives with the RFCs and Tribal Nations.
**Subtask 5:** June 2025, review the RFP proposals for RFCs.
**Subtask 6:** July 2025, complete the contracting process for the RFCs. Onboarding will begin and regular monthly meeting will be established with the RFCs and MDH's Food Systems Coordinator, project partners, and other project staff as applicable. RFCs and project partners will be provided to MPCA. (D)

**Task B**: Tribal Consultation, Coordination, and Planning.

**Subtask 1:** Ongoing coordination with relevant state agencies such as the MPCA and the DNR, and their respective Tribal Liaisons, for role clarification and identification of specific MDH actions in how to consult and coordinate with Tribal Nations.
**Subtask 2:** MDH will collaborate with Tribes to determine how to support the Tribal GHG emission reduction and food sovereignty planning process.
**Subtask 3:** Ongoing coordination with Tribal Liaisons, consult with Tribal Leaders to discuss the $15 million available to Tribal Nations. Clarify each Tribal Nations Standard Operating Procedure to determine whether a decision to accept funds needs to go to Tribal Council. Best practices for engagement with Tribal Leaders include explaining the funding (amounts and uses), what the process and timeline will look like, what data will be required, providing examples of typical types of data that will be produced, and how that data will be protected.
**Subtask 4:** Assess and identify Tribal Coordination opportunities for urban American Indian populations, and Tribal Nations, and Urban American Indian Organizations, such as North American Traditional Indigenous Food Systems and Indigenous Food Network.
**Subtask 5:** Consult with Tribal Leaders representing all Tribes that would like to receive funding, to determine the funding allocation for the $15 million available to Tribal Nations. Identify Tribal community leads for communications, and planning. Recommendations will be provided to MPCA by August 2026 for which Tribal Nations or Urban American Indian Organization will receive funding and the amount for each Tribal Nation or Urban American Indian Organization. (D)
**Subtask 6:** MDH and MPCA will work together to identify ways to support Tribal Nation Data Sovereignty in food systems planning and GHG emission reduction work. Recommendations will be provided to MPCA by August 2026 for Tribal funding distribution. (D)

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**Task C:** Climate-Smart Food Systems Assessment of Local and Regional Food Systems

**Subtask 1:** By the end of June 2025, finalize the RFP to select a contractor to work with MDH to conduct a Climate-Smart Food Systems Assessment of Local and Regional Food Systems. MDH will consult with MPCA staff on GHG emissions calculations in local and regional food systems, to inform the assessment.
**Subtask 2:** Publish the RFP by end of July 2025 for Climate-Smart Food Systems Assessment.
**Subtask 3:** August through September 2025, RFP responses will be reviewed, contractor selected, and contracting complete.
**Subtask 4:** Starting September 2025, MDH project staff will have regular check-ins with the contractor over the course of the assessment process to share progress, findings, and further refine the scope of the assessment as needed.
**Subtask 5:** September 2025 through September 2026, the contractor will work collaboratively with Regional Food Coordinators and Regional Food Networks to create a GHG inventory of local and regional food systems and identify opportunities to reduce GHG emissions within their food systems, culminating in a written report. This assessment process will incorporate community education and engagement. A copy of the written assessment will be provided to MPCA. (D)

**Task D:** Collaborate with Regional Food Coordinators to establish and coordinate Regional Food Networks, including Tribal Coordination opportunities for urban Tribal populations such as the North American Traditional Indigenous Food Systems (NATIFS) and Indigenous Food Network. The assessment will help inform future RFP's for this program.

**Subtask 1:** July 2025 through July 2028, MDH staff will meet regularly with the RFCs to convene the RFNs, share resources, technical assistance, and plan evaluation efforts to meet the overall goals and objectives of the project. The LPH SHIP agencies providing Regional Food Coordination will be contracted with on a temporary 3-year basis ending by July 2028. Meeting dates, times and locations will be agreed upon by both parties.
**Subtask 2:** July 2025 through July 2028, MDH will collaborate with the University of Minnesota Extension's Regional Sustainable Development Partnership (RSDP), the Region Five Development Commission, Metro Food Justice Network (MFJN), and other food systems partners to convene the RFNs and provide Technical Assistance and resources at meetings.
**Subtask 3:** September 2025 through September 2026, the RFCs and RFNs, with guidance from MDH, will collaborate with selected contractor to conduct the Climate-Smart Food Systems Assessment of Local and Regional Food Systems and assist with community engagement and education activities related to the assessment.
**Subtask 4:** Beginning July 2025, the RFCs will establish and convene six RFNs. The RFNs will continue to convene for 3 years, ending July 2028.
**Subtask 5:** September 2025 and ongoing, the RFCs will utilize the Climate-Smart Food Systems Assessment process as a tool for community engagement and education. The completed assessment will serve as a Technical Assistance resource for the Regional Food Networks. A copy of the completed assessment will be provided to MPCA. (D)
**Subtask 6:** Assess and identify Tribal Coordination opportunities for urban Tribal populations such as NATIFS and Indigenous Food Network.

**Objective 1 Timeline:** March 1, 2025 through October 31, 2028.

**Objective 2**: **Evaluation:** The evaluation plan will measure the outcomes of working with RFCs to convene and support RFNs to engage with LIDACs and other food systems partners to achieve GHG emissions reductions, food system sustainability, and improvements in food security. The evaluation will focus on assessing the convening, capacity-building, and community engagement activities carried out by the RFCs, the outcomes of the RFNs, and

the implementation of local and regional strategies based on Climate-Smart Food Systems Assessment.

**Task A**: By the end of December 2025, develop the evaluation design and framework in collaboration with MDH's Food Systems Evaluator, Food Systems Coordinator, Food Systems Planner, American Indian Community Specialists, RFCs, and MPCA.

**Subtask 1:** By the end of December 2025, determine how to evaluate the outcomes of the RFCs in convening RFNs, facilitating community engagement, and coordinating technical assistance and training. As part of this evaluation, RFCs will need to gather feedback directly from LIDAC members on how the RFNs are benefiting them, how they could be improved, and if there were unintended benefits or disbenefits.
**Subtask 2.** By the end of December 2025, determine how to assess the outcomes of RFNs in identifying and developing implementation strategies to reduce GHG emissions, enhance food sustainability, and improve food security.
**Subtask 3.** By the end of December 2025, determine how to measure participation and representation of LIDACs and their contributions to the food system assessments and strategy development.
**Subtask 4.** By the end of December 2025, determine how to evaluate the success of community food assessments in informing regional strategies and identifying gaps in current food systems, especially in LIDACs.
**Subtask 5.** By the end of December 2025, determine how to ensure active and meaningful engagement of RFN members, which includes recruitment, training, and participation in the proposal review and selection for implementation funding. Evaluation design and framework summary provided to MPCA (D).

**Task B:** By the end of December 2025, develop infrastructure and protocols to support Tribal Nations storytelling of the success of this work through an Indigenous Evaluation Framework for the Tribal Food Sovereignty projects.

**Task C**: By March 2026, hire and onboard an Evaluation Student worker to assist with evaluation activities.

**Subtask 1:** Between March 2026 and March 2028, the evaluation Student worker will support the evaluation activities and assist with reports.

**Task D**: Regional Food Coordinators will evaluate their Regional Food Networks based on their evaluation framework during year 3 of their work, which is anticipated to be roughly March 2027 through March 2028.

**Subtask 1:** RFCs will conduct the evaluation methodology determined in Task A.
**Subtask 2.** Make modifications to the RFNs based on information received from the evaluation as applicable. Summary of RFNs provided to MPCA (D).

**Task E:** Determine how the information collected from this grant will be collected and shared.

**Subtask 1:** Consider where Data Sharing Agreements may be required.
**Subtask 2.** Figure out the data infrastructure to support the evaluation.
**Subtask 3.** Determine a dissemination plan to share back evaluation findings with other RFCs, RFNs, and their communities. Summary of dissemination plan delivered to MPCA (D).

**Objective 2 Timeline:** Evaluation planning occurring in year 1 with the evaluation occurring in years 2-3. Approximately November 2024 through March 2028.

**Objective 3**: Communication, budget tracking and invoicing, reporting.

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**Task A**: Communication.

**Subtask 1**: November 2024 and ongoing, attend regular meetings and project check ins with the MPCA project manager. Meeting dates, times and locations will be agreed upon by both parties.
**Subtask 2:** Other communications or meetings as necessary.

**Task B:** Budget tracking and invoicing.

**Subtask 1:** Prepare and submit invoices according to schedule for reimbursement. Timeline to be determined by MPCA. Budget invoicing and updates will include how much was spent on equipment, supplies, contractors, subgrants, etc., during the reporting period and cumulatively. (D)

**Task C:** Reporting: semi-annual, one-year, and final reporting

**Subtask 1:** MDH staff will coordinate with MPCA to ensure that necessary information is provided in a timely manner to meet reporting dates. Per the Notice of Award, the timeline for MPCA's semi-annual reports will occur between April 30th, 2025, through September 30th, 2029, for these reporting timelines:

- October 1 – March 31 Reporting Period: report due April 30, each year (D)
- April 1 – September 30 Reporting Period: report due October 30, each year except for the final report, which will be due September 30 (D)

**Subtask 2:** Submit to the MPCA for review and approval a one-year and final performance progress reports, per the Notice of Award. One year report anticipated to be October or November 2025 with a final report September 2029. (D)

**Objective 3 Timeline:** The timeline for the communication, budget tracking and invoicing, and reporting tasks are anticipated to span the breadth of the grant period: November 2024 through September 14, 2029.

3. **Measurable outcomes** Expected measurable outcomes include: 1) The Climate-Smart Food Systems Assessment with recommended action items 2) Number of participants in the Regional Food Networks, including LIDAC members, 3) Increased food security and food sovereignty, 4) Reduced food waste, 5) Change in knowledge and mindset around GHG emissions and climate impacts among LIDAC members through evaluation with local public health and Tribes.

4. **Project Budget:**

| COST CATEGORY | Grant year 1 (Oct 28, 2024 -Sep 30, 2025) | Grant year 2 (Oct 1, 2025-Sep 30, 2026) | Grant year 3 (Oct 1, 2026-Sep 30, 2027) | Grant year 4 (Oct 1, 2027-Sep 30, 2028) | Grant year 5 (Oct 1, 2028-Sep 30, 2029) | Total amount not to exceed |
|---|---|---|---|---|---|---|
| **Salary** | $154,647 | $187,301 | $235,470 | $42,550 | $22,721 | $642,689 |
| **Fringe (35% of Salary)** | $54,127 | $65,555 | $82,415 | $14,892 | $7,952 | $224,941 |
| **Travel*** ** | | $7,710 | $7,710 | | | $15,420 |
| **Supplies** | | $2,500 | $2,500 | | | $5,000 |
| **Contract: Regional Food Coordinators with 6 Local Public Health agencies** | $262,710 | $262,710 | $262,710 | | | $788,130 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Contract: RFN Participant members (18) compensation** | $43,200 | $43,200 | $43,200 | | | $129,600 |
| **Contract: Climate-Smart Food Systems Assessment process** | $210,000 | $210,000 | | | | $420,000 |
| **Contract: Tribal Food Systems planning process** | $150,000 | $150,000 | | | | $300,000 |
| **Contract: Vendor to design digital materials** | $7,500 | | | | | $7,500 |
| **Indirect Cost (23.2% on salary and fringe)** | $48,436 | $58,663 | $73,749 | $13,327 | $7,116 | $201,291 |
| **Total obligation not to exceed:** | **$930,620** | **$987,639** | **$707,754** | **$70,769** | **$37,789** | **$2,734,571** |

***Must follow the Commissioner's Plan

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# Attachment B: US EPA Grant Agreement



## U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

| | |
|---|---|
| **GRANT NUMBER (FAIN):** 00E03864<br>**MODIFICATION NUMBER:** 0<br>**PROGRAM CODE:** 5E | **DATE OF AWARD**<br>10/02/2024 |
| **TYPE OF ACTION**<br>New | **MAILING DATE**<br>10/07/2024 |
| **PAYMENT METHOD:**<br>ASAP | **ACH#**<br>50248 |

| | |
|---|---|
| **RECIPIENT TYPE:**<br>State | **Send Payment Request to:**<br>Contact EPA RTPFC at: rtpfc-grants@epa.gov |
| **RECIPIENT:** | **PAYEE:** |
| MINNESOTA POLLUTION CONTROL AGENCY<br>520 LAFAYETTE ROAD NORTH<br>SAINT PAUL, MN 55155-4194<br>**EIN:** 41-6007162 | MINNESOTA POLLUTION CONTROL AGENCY<br>520 Lafayette Road North<br>St. Paul, MN 55155-4194 |

| PROJECT MANAGER | EPA PROJECT OFFICER | EPA GRANT SPECIALIST |
|---|---|---|
| Faith Krogstad<br>520 Lafayette Road North<br>St. Paul, MN 55155-4194<br>**Email:** faith.krogstad@state.mn.us<br>**Phone:** 651-757-2086 | Helen Mollsen<br>77 West Jackson Blvd., AR-18J<br>Chicago, IL 60604-3507<br>**Email:** Mollsen.Helen@epa.gov<br>**Phone:** 312-886-7901 | Mauricio Lobato<br>Assistance Section, MA-10J<br>77 West Jackson Blvd.<br>Chicago, IL 60604-3507<br>**Email:** lobato.mauricio@epa.gov<br>**Phone:** 312-353-2515 |

**PROJECT TITLE AND DESCRIPTION**

EPA Climate Pollution and Reduction Grants – Climate Smart Food Systems Proposal

See Attachment 1 for project description.

| BUDGET PERIOD | PROJECT PERIOD | TOTAL BUDGET PERIOD COST | TOTAL PROJECT PERIOD COST |
|---|---|---|---|
| 10/01/2024 - 09/30/2029 | 10/01/2024 - 09/30/2029 | $ 199,999,999.00 | $ 199,999,999.00 |

## NOTICE OF AWARD

Based on your Application dated 08/20/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 199,999,999.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 199,999,999.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | AWARD APPROVAL OFFICE |
|---|---|
| **ORGANIZATION / ADDRESS** | **ORGANIZATION / ADDRESS** |
| U.S. EPA, Region 5, U.S. EPA Region 5<br>Mail Code MCG10J 77 West Jackson Blvd.<br>Chicago, IL 60604-3507 | U.S. EPA, Region 5, Air and Radiation Division<br>R5 - Region 5<br>77 West Jackson Blvd., A-18J<br>Chicago, IL 60604-3507 |

**THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY**

| | |
|---|---|
| **Digital signature applied by EPA Award Official for** Sheila Dolan - Manager, Acquisition and Assistance Branch<br>**by** Robert Fields - Award Official Delegate | **DATE**<br>10/02/2024 |

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# EPA Funding Information

| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|---|---|---|---|
| EPA Amount This Action | $ 0 | $ 199,999,999 | $ 199,999,999 |
| EPA In-Kind Amount | $ 0 | $ 0 | $ 0 |
| Unexpended Prior Year Balance | $ 0 | $ 0 | $ 0 |
| Other Federal Funds | $ 0 | $ 0 | $ 0 |
| Recipient Contribution | $ 0 | $ 0 | $ 0 |
| State Contribution | $ 0 | $ 0 | $ 0 |
| Local Contribution | $ 0 | $ 0 | $ 0 |
| Other Contribution | $ 0 | $ 0 | $ 0 |
| Allowable Project Cost | $ 0 | $ 199,999,999 | $ 199,999,999 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|---|---|---|
| 66.046 - Climate Pollution Reduction Grants | Clean Air Act: Sec. 137 | 2 CFR 200, 2 CFR 1500 and 40 CFR 33 |

| Fiscal | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| - | 2405LQX004 | 2226 | E4SF5 | 05L4 | 000ACGXJ2 | 4132 | - | - | $ 199,999,999 |
| | | | | | | | | | $ 199,999,999 |

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Budget Summary Page

| Table A - Object Class Category (Non-Construction) | Total Approved Allowable Budget Period Cost |
|---|---|
| 1. Personnel | $ 5,957,253 |
| 2. Fringe Benefits | $ 2,025,466 |
| 3. Travel | $ 33,693 |
| 4. Equipment | $ 0 |
| 5. Supplies | $ 0 |
| 6. Contractual | $ 150,000 |
| 7. Construction | $ 0 |
| 8. Other | $ 189,342,979 |
| 9. Total Direct Charges | $ 197,509,391 |
| 10. Indirect Costs: 0.00 % Base See Table B | $ 2,490,608 |
| 11. Total (Share: Recipient 0.00 % Federal 100.00 %) | $ 199,999,999 |
| 12. Total Approved Assistance Amount | $ 199,999,999 |
| 13. Program Income | $ 0 |
| 14. Total EPA Amount Awarded This Action | $ 199,999,999 |
| 15. Total EPA Amount Awarded To Date | $ 199,999,999 |

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Table B Budget Worksheet #1

| Table B - Program Element Classification (Non-construction) | Total Approved Allowable Budget Period Cost |
|---|---|
| 1. Fixed: 7/1/24 - 6/30/25 - 31.20% - Direct salaries and wages plus applicable fringe benefits. | $ 0 |
| 2. | $ 0 |
| 3. | $ 0 |
| 4. | $ 0 |
| 5. | $ 0 |
| 6. | $ 0 |
| 7. | $ 0 |
| 8. | $ 0 |
| 9. | $ 0 |
| 10. | $ 0 |
| 11. Total (Share: Recip % Fed %) | $ 0 |
| 12. Total Approved Assistance Amount | $ 0 |

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# Attachment 1 - Project Description

The purpose of this award is to provide funding under the Inflation Reduction Act to Minnesota Pollution Control Agency. The recipient will implement greenhouse gas reduction programs, policies, projects, and measures identified in a Priority Climate Action Plan developed under a Climate Pollution Reduction Grants planning grant. Activities conducted through this grant will benefit all residents and visitors in the state of Minnesota through four main objectives: implementation of ambitious measures that will achieve significant cumulative greenhouse gas reductions by 2030 and beyond; pursuit of measures that will achieve substantial community benefits, particularly in low-income and disadvantaged communities; complementing other funding sources to maximize these greenhouse gas reductions and community benefits; and, pursuit of innovative policies and programs that are replicable and can be “scaled up” across multiple jurisdictions.The activities include: peatland restoration, adoption of climate-friendly agricultural practices, implementing industrial innovation for food, energy, and waste systems, transitioning to low and ultra-low global warming potential refrigerants, vehicle and equipment replacement, prevention of wasted food and organics management, and strengthening food sovereignty and vibrant local food economies.The anticipated deliverables include: restoring 10,000 acres of peatlands; accelerating the adoption of climate-friendly agricultural practices; implementing innovative industrial food, energy, and waste systems; accelerating the transition to low and ultra-low global warming potential refrigerants for food storage in commercial settings; electrifying vehicles, equipment, and agricultural equipment in food systems; and, strengthening Tribal food sovereignty and vibrant local food economies statewide.

The expected outcomes include: water quality improvements, flood management, and protection of key habitats; reduced soil, sediments, and phosphorus in waterways and improved drinking water supplies; reductions of criteria air pollutants, particularly in low-income and disadvantaged communities; energy cost savings; workforce trained in new, cleaner technologies; increased capacity for grocers to operate in food deserts in low-income communities; tons of food waste diverted from harmful disposal methods; creation of jobs in construction and composting sectors; reduced food waste, reduced waste to landfills, and environmental harms from landfills; and, increased food security and food sovereignty. Activities conducted through this grant will benefit all residents and visitors in the state of Minnesota. Minnesota Pollution Control Agency will provide the following subawards: Department of Natural Resources to complete restoration on state-administered peatlands and provide to Tribal Nations for peatland restoration; Board of Water and Soil Resources for restoration contracts on private, local government, and tax-forfeit lands; Minnesota Department of Agriculture for climate-friendly agricultural practice incentives and continuous living cover crops market development; subawards for approximately 5 implementation projects to subsidize food system facilities to implement biofuel production; Ramsey and Washington Counties Recycling and Energy for organics waste management; Minnesota Department of Agriculture for agricultural equipment replacement; Organics Management Grants – 4 compost facility grants; Tribal Nations and communities for Tribal food sovereignty grants; and to Minnesota Department of Health for Tribal coordination and Regional Food Network coordination and food system greenhouse gas assessments.

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# Administrative Conditions

## General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

## A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and lobato.mauricio@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov **and Mauricio Lobato at** lobato.mauricio@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Helen Mollsen at** mollsen.helen@epa.gov **and Mauricio Lobato at** lobato.mauricio@epa.gov
- Payment requests (if applicable): **Helen Mollsen at** mollsen.helen@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Helen Mollsen at** mollsen.helen@epa.gov

## B. Pre-award Costs

In accordance with 2 CFR 1500.9, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from **10/1/24** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

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# Programmatic Conditions

## 5E Climate Pollution Reduction Implementation Grants 2024 Programmatic Terms and Conditions

### A. Deliverables

The first phase of the Climate Pollution Reduction Grants (CPRG) program provided funding for designing Priority Climate Action Plans (PCAPs) that incorporate a variety of measures (i.e., programs, policies, measures, and projects) that reduce greenhouse gas (GHG) emissions. The purpose of this CPRG Implementation assistance agreement is to implement proposed measures within a specified PCAP identified in the CPRG Implementation Grant General Competition application. All programs, policies, measures, and projects contained in the final, approved CPRG implementation assistance agreement workplan are required deliverables.

The recipient agrees to implement GHG reduction programs, policies, projects, and measures (collectively referred to as “GHG reduction measures,” or “measures”) identified in a PCAP developed under a CPRG planning grant and included in the CPRG implementation grant workplan. The recipient agrees to ensure that each is successfully implemented before the end of the grant project period. The recipient agrees to successful project implementation, which includes the process of putting a decision or plan into effect; executing the program, policies, projects and/or measures, not just planning or designing the programs, policies, projects and/or measures. The recipient agrees to adequately describe the actual environmental outputs and outcomes achieved, including actual GHG emissions reduced, not just the expected outputs and outcomes of the proposed measures. Clean Air Act (CAA) section 137 also requires that CPRG Implementation grant recipients address the degree to which a grant reduces GHG emissions in total and with respect to low-income and disadvantaged communities, where “greenhouse gas” refers to the air pollutants carbon dioxide ($CO_2$), hydrofluorocarbons (HFCs), methane ($CH_4$), nitrous oxide ($N_2O$), perfluorocarbons (PFCs), and sulfur hexafluoride ($SF_6$).

To the best of their ability, the recipient agrees to:

- implement GHG emission reduction programs, policies, measures, and projects that are expected to reduce GHG emissions (or enhance GHG removals) by the estimated cumulative total GHG emission reductions from the final approved workplan;
- only report emission reductions occurring as a result of CPRG funding; and
- only report emission reduction data in units of million metric tons of carbon dioxide equivalent (MMTCO2e) where appropriate, calculated using the global warming potentials (GWP) in the International Panel on Climate Change's (IPCC) Fifth Assessment Report.

Refer to the Notice of Funding Opportunity, EPA-R-OAR-CPRGI-23-07 (https://www.epa.gov/system/files/documents/2023-09/CPRG General Competition NOFO.pdf), Appendix B, Global Warming Potentials for GHGs, for details about how to apply GWP values for different gases.

For the measures included in the final, approved assistance agreement work plan, the recipient agrees to provide transparent GHG emission reduction estimates based on high-quality, thorough, reasonable, and comprehensive methodologies, assumptions, and calculations. Examples of tools that could be used to assist in these GHG quantifications can be found at: https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants.

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## B. Final Approved Work Plan and Modifications

The recipient agrees to implement the measures in the EPA-approved work plan that will achieve significant cumulative GHG reductions by 2030 and beyond.

Recipient agrees to carry out the project in accordance with the final approved workplan. Recipients are required to report deviations from budget or project scope or objective, and must request prior written approval from the EPA:

• For any change in the scope or objective of the project or program (even if there is no associated budget revision requiring prior written approval);

• For change in key personnel (including employees and contractors) that are identified by name or position in the Federal award;

• For the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator;

• For the inclusion of costs that require prior approval in accordance with 2 CFR Part 200 Subpart E—Cost Principles or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable;

• For the transfer of funds budgeted for participant support costs as defined in 2 CFR Section 200.1 Definitions to other budget categories;

• For the subawarding, transferring or contracting out of any work under the award;

– Changes in the total approved cost-sharing amount

– When the need arises for additional Federal funds to complete the project.

Proposed modifications to the approved work plan or budget, including additions, deletions, or changes in the schedule, shall be submitted in a timely manner to the EPA Project Officer for approval. Depending on the type or scope of changes, a formal amendment to the award may be necessary. Major project modifications may include but are not limited to: changes to the approved environmental results, outputs or outcomes, types and number of affected devices or equipment, the approved types of emission reduction technologies to be implemented, specific programs or policies to be adopted, or changes to the approved project location(s). Any change that would significantly alter the cumulative GHG reductions achieved by 2030 and beyond and affect the achievement of community benefits, especially in low-income and disadvantaged communities, may not be allowed. The recipient shall not make changes to the proposed activities in the EPA-approved work plan without prior written approval from the EPA. The recipient shall contact the EPA Project Officer with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination. If issues regarding proposed measures arise that cannot be resolved, the EPA may elect to terminate the assistance agreement, and/or if applicable, recover ineligible expenditures from the recipient. Any significant changes to the approved work plan that would result in undermining the integrity of the award competition will not be approved.

For grants that are awarded to a recipient that is serving as the lead for a coalition under the CPRG

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program, the recipient agrees to abide by the terms set out in the Memorandum of Agreement (MOA), including the roles, responsibilities, and commitments that each partner will provide to ensure project success, the operating model for the coalition, and the resources that each partner will contribute to the project. As established in the CPRG coalition's MOA, the lead applicant is accountable to the EPA and accepts full responsibility for effectively carrying out the full scope of work and proper financial management of the grant. Coalition members who are grant subrecipients are accountable to the lead applicant for proposed use of EPA funding and successful project implementation. The recipient shall not make changes to the signed MOA without prior written approval from the EPA.

## C. Performance Reporting and Final Performance Report

### 1. Performance Reports - Content

The recipient agrees to inform the EPA as soon as it is aware of problems, delays, or adverse conditions that will materially impair the recipient's ability to meet the outputs/outcomes specified in the final, approved assistance agreement work plan. The recipient agrees to inform the EPA immediately rather than waiting until the next performance report is due.

The recipient agrees to adequately describe the actual environmental outputs and outcomes achieved, not just the expected outputs and outcomes of the proposed measures. The recipient agrees to report out on each performance measures that will be the mechanism to track, measure, and report progress toward achieving the expected outputs and outcomes for each GHG reduction measure. The recipient agrees to track and report separately on the work conducted and GHG emissions reductions for each measure (program, policy, measure, or project) specified in the final, approved assistance agreement work plan. Recipients also agree to track and report separately on the budgets for each measure.

In accordance with 2 CFR 200.329, the recipient agrees to submit semi-annual, one-year, and final performance progress reports that include brief information on each of the areas specified below. To ensure the EPA can effectively monitor progress towards the achievement of measures, the recipient also agrees to report progress for each measure identified in the final, approved assistance agreement work plan as soon as work is completed and information is available.

**a. Semi-Annual:** The recipient agrees to submit semi-annual performance reports that include brief information on each of the following areas:

(1) a comparison of actual technical progress and milestones achieved during the reporting period to the outputs/outcomes and performance measures established in the final, approved assistance agreement work plan, which may include technical changes made to the project, public events conducted, websites published, release of public-facing documents or tools, or other reportable activities described in the work plan;

(2) a consolidated budget update with separate tracking for each measure (that is, how much was spent on equipment, supplies, contractors, subgrants, etc., during the reporting period and cumulatively) and, when appropriate, additional pertinent information such as analysis and explanation of cost overruns, high-unit costs, cost-share expenditures, program income, infrastructure costs subject to Buy America, Build America (BABA) compliance, or requested budget modifications (for example, when the recipient is requesting to move funding from one budget category to another);

(3) if necessary, a description of the reasons why any implementation timeline milestones or

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outputs/outcomes were missed for each measure established in the final, approved assistance agreement work plan, including the recipient's strategy to address challenges faced and/or the recipient's approach to ensure that the approved outputs/outcomes for each measure will be achieved within the period of performance;

(4) documentation of community engagement activities conducted in low-income and disadvantaged communities for each measure, which describes how the activities were publicized, categorizes respondents/attendees (e.g., the number of people from Tribal governments, federal government, state government, local government, nonprofits, for profits, universities, and the public), explains how input from participants was considered in decisions for implementing the measure, and details how meaningful engagement with low-income and disadvantaged communities will be continuously included in the development and implementation of the measure;

(5) as applicable, strategies for mitigating environmental risks;

(6) a description of any climate resiliency planning, siting, design, and operation of the project.

(7) as applicable, updates to individuals, including those from coalition members, who serve as key contacts and/or any changes to the roles and responsibilities of key contacts involved in each measure and the reason(s) for the change(s);

(8) as applicable, updates regarding which organizations have the authority to implement each measure and the reason(s) for the change(s);

(9) as applicable, updates regarding changes to contracts, subgrants, and participant support costs;

(10) as applicable, progress on generating high-quality jobs with a diverse, highly skilled workforce and support of strong labor standards; and

(11) summary of anticipated activities for the next 6-month reporting period.

**b. One-year report:** As part of the second semi-annual progress report (*i.e.* the more detailed one-year report), the recipient agrees to report the additional data to the EPA. The reporting template will be made available to grant recipients through an electronic data interface to be specified by EPA upon approval of the Information Collection Request. This includes co-pollutant emissions reductions of each pollutant impacted by each measure, the sector impacted, and the county in which the emissions change. In addition, the recipient agrees to report the Climate and Economic Justice Screening Tool (CEJST) Census tract IDs or the EPA's EJScreen Census block group IDs for areas affected by GHG reduction measures, consistent with the EPA's definition of low-income and disadvantaged communities for the CPRG program.

**c. Final Report:** The recipient also agrees to submit a detailed final report and to report certain data associated with the final report to the EPA. The reporting template will be made available to grant recipients through an electronic data interface to be specified by EPA upon approval of the Information Collection Request.

**d. Subaward Performance Reporting**

Subawards establish a financial assistance relationship under which the subrecipient's employees and

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contractors implement programs and projects to accomplish the goals and objectives of the grant. Subrecipients (which includes Coalition members) are subject to the same federal requirements as the pass-through entity. (For more details, see General Terms and Conditions 8. Establishing and Managing Subawards, applicable provisions of 2 CFR Part 200, the EPA's Subaward Policy). The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

(1) Summaries of results of reviews of financial and programmatic reports.

(2) Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.

(3) Environmental results the subrecipient achieved.

(4) Summaries of audit findings and related pass-through entity management decisions.

(5) Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

### 2. Performance Reports - Frequency

The recipient agrees to submit **semi-annual** performance reports electronically to the EPA Project Officer within 30 days after the six-month reporting period ends. Semi-annual reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day. If a project start date falls within a defined reporting period, the recipient must report for that period by the given due date unless otherwise noted. This semi-annual reporting schedule shall be repeated for the duration of the award agreement.

October 1 – March 31 Reporting Period: report due April 30

April 1 – September 30 Reporting Period: report due October 30

As part of the second semi-annual performance report that is submitted one year after the grant award, the recipient agrees to submit the **one-year** performance report that includes the additional details specified above in section C.1.b.

**The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.**

### D. Allowable and Unallowable Activities

The recipient agrees to only use this CPRG Implementation grant award funding to implement measures in the EPA approved workplan for this CPRG Implementation grant and follow the grant Terms and Conditions.

All costs charged to the award to support these activities must meet the requirements for allowability under 2 CFR Part 200, Subpart E as well as applicable provisions of 2 CFR Part 1500. In addition, the recipient agrees to obtain prior approval from the EPA Award Official prior to the expenditure of the award for financial assistance as well as other activities that involve acquiring real property, including

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related equipment purchases, if not already in the EPA approved work plan.

The recipient agrees to not use the award for the following unallowable activities: (a) activities that are not in the EPA approved work plan; (b) costs of acquiring “intangible property,” as defined in 2 CFR 200.1; (c) activities that support measures, activities or projects outside the boundaries of the ten EPA regions. The recipient also agrees not to use this CPRG award to replace existing program federal funding, but the recipient may use CPRG funds to supplement or expand existing programs. The recipient also agrees not to use the award for activities associated with defending against, settling, or satisfying a claim by a private litigant, except when either (a) the claim stems from the recipient's compliance with the terms and conditions of the award agreement or (b) the recipient has obtained prior written approval from the EPA Project Officer.

The recipient agrees to not use the award to aid regulated entities to comply with EPA regulatory requirements.

## E. Davis-Bacon Related Act Term and Condition

### 1. Program Applicability

a. Climate Pollution Reduction Implementation Grants.

b. Section 314 of the Clean Air Act.

c. Construction activities conducted under a Climate Pollution Reduction Implementation Grant.

d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant.

### 2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) (https://www.dol.gov/agencies/whd/government-contracts/construction) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more;

b. Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and

c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000.

### 3. Recipient Responsibilities When Entering Into and Managing Contracts

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a. Solicitation and Contract Requirements:

(1) Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

(2) Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant: “By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts).”

b. After Award of Contract:

(1) Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1)(iii).

(2) Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

### 4. Recipient Responsibilities When Establishing and Managing Additional Subawards

a. Include DBRA Requirements in All Subawards (including Loans): Include the following text on all subawards under this grant: “By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients (https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts).”

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in 29 CFR 5.6.

### 5. Consideration as Part of Every Prime Contract Covered by DBRA

The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see 29 CFR 5.1), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

## F. Cybersecurity Condition

### 1. State Grant Cybersecurity

a. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

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b. (1) The EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or the EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the EPA.

## G. Climate Resilience:

To the extent practicable, the recipient agrees to incorporate current and future climate change risk in planning, siting, design, and operation of the project. Approaches for incorporating climate change risk may make use of climate change data and information (e.g., projections and emission scenarios) that are reflective of the project's anticipated lifespan. This includes consideration of the climate change risks posed to the individuals, communities, local governments, organizations, or other entities served by the project over its anticipated lifespan.

## H. Subawards

Refer to the General Terms and Condition, 8. “Establishing and Managing Subawards” and EPA Subaward Policy webpage (https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients) for access to additional information, including a subaward agreement template found in Appendix D.

The recipient must include the Build America, Buy America terms in any subawards, request for proposals, or solicitations for bids, and in all contracts.

## I. Quality Assurance

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Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved and current QMP,

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 120 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QAPP,

ii. Prepare QAPP in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard,

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 120 days after grant award.

c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and resubmitted for approval.

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d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

For Reference:

• Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

• EPA QA/G-5: Guidance for Quality Assurance Project Plans.

• EPA's Quality Program website has a list of QA managers, and Specifications for EPA and Non-EPA Organizations.

• The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

### J. Retention / Required Documentation

In accordance with 2 CFR 200.334, the recipient must retain all Federal award records, including but not limited to, financial records, supporting documents, and statistical records for at least three years from the date of submission of the final financial report. The records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken if any litigation, claim, or audit is started before the expiration of the three-year period. Examples of the required records include: (1) time and attendance records and supporting documentation; and (2) documentation of compliance with statutes and regulations that apply to the project.

In accordance with 2 CFR 200.337, the EPA, the Inspector General, the Comptroller General, and the pass-through entity, or any of their authorized representatives, have the right of access to any documents, papers or records of the recipient which are pertinent to the grant award. The rights of access are not limited to the required retention period, but last as long as the records are retained.

If the demonstration projects or activities, device and/or the device components are to be sold, the recipient must comply with the program income requirements (see the Program Income section below).

### K. Program Audit

The EPA will conduct random reviews of recipients to protect against waste, fraud, and abuse. As part of this process, the EPA, or its authorized representatives may request documentation from current recipients to verify statements made on the application and reporting documents. Recipients may be selected for advanced monitoring, including a potential site visit to confirm project details. The EPA, or its authorized representatives, may also conduct site visits to confirm documentation is on hand and that the project is completed as agreed upon, as well as confirm applicable infrastructure adheres to Build America, Buy America (BABA) requirements. Recipients are expected to comply with site visit requests and recordkeeping requirements and must supply the EPA with any requested documents for three years from the date of submission of the final expenditure report, or risk cancellation of an active grant application or other enforcement action.

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## L. Use of Submitted Information

Applications and reporting materials submitted under this competition may be released in part or in whole in response to a Freedom of Information Act (FOIA) request. The EPA recommends that applications and reporting materials not include trade secrets or commercial or financial information that is confidential or privileged, or sensitive information that, if disclosed, would invade another individual's personal privacy (e.g., an individual's salary, personal email addresses, etc.). However, if such information is included, it will be treated in accordance with 40 CFR 2.203. (Review EPA clause IV.a, Confidential Business Information, under EPA Solicitation Clauses (https://www.epa.gov/grants/epa-solicitation-clauses)).

The EPA may make publicly available on the EPA's website or another public website copies or portions of CPRG grant project information.

The EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, submitted project photos, including use in program materials.

## M. Program Income

In accordance with 2 CFR Part 200.307(b) and 2 CFR 1500.8(b), the recipient is hereby authorized to retain program income earned during the project period.

The program income shall be used in one of the following ways:

1. Added to funds committed to the project by the EPA and used for the purposes and under the conditions of the assistance agreement.
2. Used to finance the eligible activities of the non-Federal share of the project or program.
3. Deducted from total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based.

The recipient must provide a description of how program income is being used in each of its performance reports. Further, a report on the amount of program income earned during the award period must be submitted with the Federal Financial Report, Standard Form 425.

In accordance with 2 CFR 200.307(b) costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the EPA award. The recipient must retain adequate accounting records to document that any costs deducted from program income comply with regulatory requirements.

## N. Participant Support Costs

Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. Participant support costs are not subawards as defined by 2 CFR §200.1 and should not be treated as such. Program beneficiaries may be individual owner/operators or private or public fleet owners, however program beneficiaries cannot be employees, contractors or subrecipients of the grant recipient. The recipient may provide financial assistance and project-deployment technical assistance to enable low-income and disadvantaged communities to deploy and benefit from eligible zero emissions technologies in the form of participant support costs.

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The recipient agrees to the following eligibility, restrictions, timelines, and other programmatic requirements on participant support costs:

1.

    1. Participant support costs must be reasonable, incurred within the project period and otherwise allocable to the EPA assistance agreement. Participant support costs for rebates must be supported by guidelines issued by the recipient and approved by the EPA's Award Official or Grants Management Officer, defining the rules, restrictions, timelines, programmatic requirements, reporting and transaction documentation requirements, eligibility, and funding levels that rebate beneficiaries must follow.

1.

    2. Recipient must abide by EPA Participant Support Cost regulation(s) and guidelines including but not limited to “Interim EPA Guidance on Participant Support Costs” (https://www.epa.gov/grants/rain-2018-g05-r1). “The EPA Guidance on Participant Support Costs” specifies requirements for rebate program approval by Authorized EPA Officials.

1.

    3. Recipient must enter into a written agreement with the program beneficiary that receives participant support costs. Such agreement should not be structured as a subaward agreement, and the administrative grant regulations under 2 CFR Part 200 and 2 CFR Part 1500, as well as the EPA's general terms and conditions do not flow down to program beneficiaries receiving participant support costs. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must:

a. describe the activities that will be supported by rebates, stipends, subsidies or other payments;
b. specify the amount of the rebate, subsidy, stipend, or other payment;
c. identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment;
d. specify any reporting required by the program beneficiary and the length of time for such reporting;
e. establish source documentation requirements (e.g., invoices) for accounting records; and
f. describe purchasing controls to ensure that the amount of the participant support cost is determined in a commercially reasonable manner as required by 2 CFR 200.404.

1.

    4. Recipient must obtain prior written approval from the EPA's Award Official if recipient wants to transfer funds budgeted for participant support costs to other budget categories. If the recipient's request would result in undermining the integrity of the competition this grant or cooperative agreement was awarded under, the EPA will not approve the request.

Rebates, subsidies, and similar one-time, lump-sum payments to program beneficiaries for the purchase

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of eligible emissions control technologies and vehicle replacements are eligible participant support costs under this award when the program participant rather than the recipient owns the equipment, per 2 CFR 1500.1(a)(1). Engine replacements, marine and locomotive shorepower projects, and most electrified parking space technology projects are not eligible as participant support costs. Rebates can only fund a participating fleet owner's equipment purchase and installation costs (i.e. parts and labor, including costs incurred to scrap the existing vehicle); if a participating fleet owner requires funding for project administration, travel, extensive design/engineering, construction, etc., in order to carry out the project a subaward is the more appropriate option. Questions regarding the use of rebates under this award should be directed to the EPA Project Officer. Rebates are not considered subawards/subgrants as defined in 2 CFR Part 200 and should not be treated as such under this award.

## O. Signage Requirements

### 1. Investing in America Emblem

The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden's Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by the EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage

### 2. Procuring Signs

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or the EPA logo or seal) into the appropriate non-English language (s). The costs of such translation are allowable, provided the costs are reasonable.

## P. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that Minnesota Pollution Control Agency received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy

## Q. Public or Media Events

The EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by

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federal representatives with at least ten (10) working days' notice.

## R. Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements,

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf or a copy may also be requested by contacting the EPA Project Officer for this award.

## S. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at https://www.fgdc.gov/.

## T. Health and Safety Plan

Before beginning field work, the recipient must have a health and safety plan in place providing for the protection of on-site personnel and area residents, unless specifically waived by the award official. This plan need not be submitted to the EPA but must be made available to the EPA upon request. The recipient's health and safety plan must comply with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120, entitled “Hazardous Waste Operations and Emergency Response.”

## U. Foreign Entity of Concern

The recipient agrees to not directly transfer EPA funds through a subaward, contract, or participant support costs to a foreign entity of concern (FEOC). The EPA considers FEOCs to include foreign entities that are owned by, controlled by, or subject to the jurisdiction or direction of a government of a foreign country that is a covered nation as defined by Congress in Section 40207 of the Infrastructure Investment and Jobs Act. The EPA uses the proposed interpretive rule from the U.S. Department of Energy (DOE) to provide additional guidance in determining FEOCs. See 88 Fed. Reg. 84,082 (Dec. 4, 2023). If DOE finalizes an interpretive rule that differs in material respects from the proposal, the EPA may amend the award agreement accordingly.

Additionally, the recipient agrees to develop and implement internal controls that ensure EPA funds are not directly transferred to FEOCs, including through subawards, contractors, and participant support costs.

## V. Historic Preservation

### National Historic Preservation Act (NHPA)

Section 106 of the NHPA requires all federal agencies to consider the effects of their undertakings,

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including the act of awarding a grant or cooperative agreement, on historic properties, and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. The recipient must assist the EPA Project Officer in complying with NHPA if any activities funded under this grant impact a historic property. Historic properties include: (a) land or buildings listed in or eligible for listing on the National Register of Historic Places; (b) archaeologically sensitive areas or in an area where traditional cultural properties are located; and (c) properties that are associated with significant historic events, are associated with significant people, embody distinctive characteristics, and contain important precontact information.

The recipient should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with Section 106 of the NHPA.

If NHPA compliance is required, necessary Section 106 consultation activities, such as historic or architectural surveys, structural engineering analysis of buildings, public meetings, and archival photographs, can be considered allowable and allocable grant costs.

### Archeological and Historic Preservation Act (AHPA)

This law applies if archeologically significant artifacts or similar items are discovered after an EPA-funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally-sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. The recipient must ensure that subrecipients performing construction projects are aware of this requirement, and the recipient must notify EPA if the AHPA is triggered.

## W. Other Federal Requirements

In addition to the statutes outlined in the Labor and Equitable Workforce Programmatic Term and Condition, Build America, Buy America Programmatic Act Term and Condition, Historic Preservation Programmatic Term and Condition[CO1] [SB2], the recipient must comply with all federal cross-cutting requirements. These requirements include, but are not limited to:

• **Endangered Species Act, as specified in 50 CFR Part 402:** Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

• **Federal Funding Accountability and Transparency Act:** Recipients of financial assistance awards must comply with the requirements outlined in 2 CFR Part 170*, Reporting Subaward and Executive Compensation* and in the General Term and Condition “Reporting Subawards and Executive Compensation.” [DJ3]

• **Farmland Protection Policy Act:** This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that

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programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Recipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

• **Coastal Zone Management Act:** Projects funded under federal financial assistance agreements must be consistent with a coastal State's approved management program for the coastal zone.

For additional information on cross-cutting requirements visit https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements.

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# State of Minnesota

# Interagency Agreement

SWIFT Contract Number: 263923

This Interagency Agreement ("Agreement") is between the Department of Children, Youth, and Families ("DCYF") through the Minnesota Departments of Education ("MDE") and Health ("MDH").

**Agreement**

1. **Term of Agreement**
   1.1 Effective date. Upon Execution, or the date MDE obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later.
   1.2 Expiration date. September 29, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Scope of Work**
   MDH Must:
   2.1 Provide travel, professional development, supplies, meeting room rental, printing, related office supplies, and equipment for Preschool Development Grant Birth-Five ("PDG B-5"), a federal grant awarded to the Department of Education and managed by DCYF, related work. The grant supports early childhood systems building across state agencies and requires collaborative efforts to meet shared goals within the grant activities.
   2.2 Provide facilitation of the Minnesota Developmental Screening Task Force monthly meeting via virtual meeting with dates and times to be mutually agreed upon, and supporting the strategies and activities outlined in the Task Force Strategic Plan.
   2.3 Coordinate efforts to address inconsistent screening rates by partnering with 3–5 counties with the lowest participation through.
   2.4 Coordinate the development of community-informed resources—such as companion guides—and engage local communities to reframe screening questions for cultural relevance. Initial planning must be completed by September 29, 2025.
   2.5 Combine and align efforts between the statewide Communities of Practice for the Follow Along Program and the Promising Practices Grant through Family Home Visiting. This includes identifying early childhood needs on the local level, providing statewide recommendations, and connecting families and providers to resources.
   2.6 Evaluating and outlining next steps for division-wide alignment around early childhood work for the Child and Family Health Division (CFH) at MDH.

3. **Consideration and Payment**
   3.1 MDE will pay MDH a total of up to $10,000.00 for travel, professional development, room rental, supplies, materials, printing, related office supplies, travel and equipment for PDG B-5 work. A total

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of up to $150,000.00 will be for conducting efforts to address inconsistent screening rates. A total of $25,000 will be for aligning the Follow Along Program and Promising Practices work. A total of $5,000 will be for evaluating and planning next steps for early childhood work through CFH.

3.2 The total obligation of MDE for all compensation and reimbursements to MDH under this Agreement will not exceed $190,000.00.

3.3 Invoices. MDE will promptly pay the MDH after MDH presents an itemized invoice based on actual expenditures for the goods received or services actually performed, and MDE's Authorized Representative accepts the invoiced goods or services. Invoices should be submitted on a monthly basis within thirty (30) days after completion of services. The invoice(s) for services through June 30, 2025 should be submitted by July 15, 2025.

Invoices should be submitted to MDE Accounts Payable Department (MDE.AccountsPayable@state.mn.us). The subject line of the email with the invoice attached should contain the State's Authorized Representative's name and Contract number.

Each invoice should include the following information:

- MDE's Authorized Representative's name;
- The SWIFT Contract number;
- Dates of service; and
- A description of services performed.

Should an invoice need to be submitted via U.S. Mail, please use the following address:
Minnesota Department of Education,
Attn: Accounts Payable Department,
400 NE Stinson Blvd, Minneapolis, MN 55413.

4. **Conditions of Payment**

All services provided by MDH under this Agreement must be performed to MDE's satisfaction, as determined at the sole discretion of MDE's Authorized Representative ("AR").

5. **Agreement Personnel**

MDE's Contract Administrator is
Deborah Dowling (or his/her successor or delegate)
400 NE Stinson Boulevard, Minneapolis, MN 55413
651-582-8586
deb.dowling@state.mn.us

DCYF's Authorized Representative is
Amanda Varley, Data Analytics and Operations Supervisor, or his/her successor or delegate. 400 NE Stinson Boulevard, Minneapolis MN 55413
651-207-3105 amanda.varley@state.mn.us

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MDH's Authorized Representative is Noya Woodrich, Division Director of Child & Family Health, or his/her successor or delegate.
625 North Robert Street, Saint Paul, MN 55164
651-201-3594 noya.woodrich@state.mn.us

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

7. **Liability**
Each party will be responsible for its own acts and behaviors and the results thereof.

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

9. **ACCESSIBILITY.** MDH agrees to comply with the State of Minnesota Accessibility Standards effective July 1, 2024, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973 which can be viewed on the Minnesota IT Services website (https://mn.gov/mnit/about-mnit/accessibility/). The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, MDH agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, MDH agrees to provide alternative solutions upon request at no additional charge to MDE.

9.1 For additional information on how to make documents accessible the parties will follow the following link Accessible Electronic Documents / Minnesota IT Services (mn.gov) (https://mn.gov/mnit/aboutmnit/accessibility/electronic-documents/).

9.2 The parties shall contact the MDE Communications Office (mde.communications@state.mn.us) for specific guidance on creating content that meets accessibility requirements.

9.3 The parties shall contact Kim Wee (Kim.Wee@state.mn.us) with any questions regarding the accessibility of software, websites, or applications.

10. **Publications or Other Content Intended for Dissemination**
The following criteria are to be used for all publications or other content created for MDE intended for dissemination:
a. Use only print-quality department logo. Request a copy from the MDE Communications Office (mde.communications@state.mn.us).
b. Copy must follow latest edition of the Associated Press (AP) Stylebook.

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c. Video content must be open or closed captioned. If video does not have narration or conversation, audio descriptions must be used. Audio descriptions help users with visual disabilities perceive content that is presented only visually and are necessary for WCAG 2 Level AA conformance.
d. Copy must be free of typographical and grammatical errors.
e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, MDH must also provide the Word or PowerPoint file.
h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

11. **Plain Language**

MDH must provide all deliverables in "Plain Language." Executive Order 19-29 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 19-29, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MDH will take the following steps in the deliverables:

a. Use language commonly understood by the public;
b. Write in short and complete sentences;
c. Present information in a format that is easy to find and easy to understand; and,
d. Clearly state directions and deadlines to the audience.

12. **Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

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

Print Name: Deb Dowling

Signature: DocuSigned by: 65815617810B4EC...

Title: Contract Administrator Date: 6/24/2025

SWIFT Contract No. 263923

**2. Minnesota Department of Health**
*With delegated authority*

Print Name: Christine Taylor

Signature: DocuSigned by: Christine Taylor F12184B6D90D4B2...

Title: Financial Services Manager Date: 6/25/2025

**3. Minnesota Department of Education**
*With delegated authority*

Print Name: Sean Fahnhorst

Signature: Signed by: Sean Fahnhorst 0D588BD77794455...

Title: Director of Agency Finance Date: 6/25/2025

**4. Department of Children, Youth and Families**
*With delegated authority*

Print Name: Dianne Haulcy

Signature: Signed by: Dianne Haulcy 716EDC9376D44D0...

Title: Assistant Commissioner of Early Childhood Date: 6/25/2025

Docusign Envelope ID: 783BC838-3049-4077-9245-5A53FE1E7940

# Amendment 1 to SWIFT Contract No. 265189

| | | | |
|---|---|---|---|
| Contract Effective Date: | 7/1/2024 | Total Contract Amount: | $871,000.00 |
| Original Contract Expiration Date: | 6/30/2025 | Original Contract: | $434,000.00 |
| Current Contract Expiration Date: | 6/30/2025 | Previous Amendment(s) Total: | $0.00 |
| Requested Contract Expiration Date: | 6/30/2026 | This Amendment: | $437,000.00 |

This amendment to an Interagency Agreement is by and between the Minnesota Department of Human Services ("DHS") and the Minnesota Department of Health ("PROVIDING AGENCY"), each individually referred to as an "AGENCY," AND collectively as the "AGENCIES."

## Recitals

1. DHS and PROVIDING AGENCY have entered into an Interagency Agreement, dated July 1, 2024, SWIFT contract number 265189, for collecting and reviewing compliance information for conduct Triennial Compliance Audits for licensed Managed Care Organizations (Original Contract).

2. Triennial Compliance Audits occur on a three-year cycle, with audits and midcycle reviews conducted every year.

3. DHS and PROVIDING AGENCY agree that additional time and funds are necessary for the satisfactory completion of the Original Contract.

4. DHS and the PROVIDING AGENCY are willing to amend the Original Contract as stated below.

## Contract Amendment

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

**REVISION 1.** Clause 1, "**TERM OF AGREEMENT AND SURVIVAL OF TERMS,**" subclause 1.2, "**Expiration Date**," is amended as follows:

> **1.2. Expiration Date.** The AGREEMENT remains in effect through ~~**June 30, 2025**~~, **June 30, 2026** or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES' satisfaction, whichever occurs first.

**REVISION 2.** Clause 3, **"CONSIDERATION AND TERMS OF PAYMENT,"** is amended as follows**:**

> **3. CONSIDERATION AND TERMS OF PAYMENT**
>
> **3.1. Consideration.** DHS will provide consideration for all services that PROVIDING AGENCY performs under this AGREEMENT not to exceed ~~$434,000.00~~ $871,000.00 over the term of the contract. Invoices are due to DHS 30 days after the end of each quarter for the quarterly portion of the consideration. Each quarterly invoice will be ~~for an amount not to exceed $108,500.00 and~~ accompanied by a quarterly status update.

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**3.2. Terms of Payment.** Invoices should be sent to DHS's Authorized Representative. DHS must pay PROVIDING AGENCY within 30 days after the PROVIDING AGENCY presents invoices for services it performs or completes the required quarterly deliverables on the most current approved workplan, whichever occurs later.

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to PROVIDING AGENCY under this AGREEMENT will not exceed **Eight hundred seventy-one thousand dollars ($871,000.00).** ~~**Four hundred thirty-four thousand dollars ($434,000.00).**~~

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

*3.4.1* *Pass-through requirements*. PROVIDING AGENCY acknowledges that, if it is a subrecipient of federal funds under this AGREEMENT, PROVIDING AGENCY may be subject to certain compliance obligations. PROVIDING AGENCY can view a table of these obligations in the October 1, 2024 Health and Human Services Grants Policy Statement, Appendix D. To the degree federal funds are used in this contract, DHS and PROVIDING AGENCY agree to comply with all pass-through requirements, including each Party's AGENCY'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).[1]

*3.4.2* PROVIDING AGENCY Name*: MDH (Must match the name associated with the DUNS number.)*

*3.4.3* PROVIDING AGENCY's Data Universal Numbering System (DUNS) number*: 804887321 The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match* PROVIDING AGENCY's *name.*

*3.4.4* Federal Award Identification Number (FAIN)*:* (1) *2405MNADM* ~~*and*~~*, (2) 2505MN5ADM, and (3) 2605MN5ADM*

*3.4.5* Federal Award Date*: (1) 10/01/2023-9/30/2024* ~~*and*~~*, (2) 10/01/2024-9/30/2025, and (3) 10/1/2025-9/30/2026 (The date of the award to the MN Dept. of Human Services.)*

*3.4.6* Period of Performance*: Start date: See section 1.1 above. End date: See section 1.2 above.*

*3.4.7* Amount of federal funds*:*

*3.4.7.1 Total Amount Awarded to DHS for this project:* ~~*$434,000*~~ *$871,000*

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*3.4.7.2 Total Amount Awarded by DHS for this project to* PROVIDING AGENCY *named above:* *$871,000~~$434,000~~*

*3.4.8* Federal Award Project description: *Appropriation 75X0512 Centers for Medicare & Medicaid Services*

*3.4.9* Name*:*

*3.4.9.1 Federal Awarding Agency: CMS*

*3.4.9.2 MN Dept. of Human Services (DHS)*

*3.4.9.3 Contact information of DHS's awarding official:* ~~*Julie Marquardt (julie.a.marquardt@state.mn.us)*~~ *Diogo Reis (diogo.reis@state.mn.us*

*3.4.10* CFDA Number & Name*: Payments are to be made from federal funds obtained by DHS through Catalog of Federal Domestic Assistance (CFDA) No. 93.778*

*3.4.11 Is this federal award related to research and development?:* ☐ *Yes* ☒ *No*

*3.4.12 Indirect Cost Rate for this federal award is: 23.2% (including if the* de minimis *rate is charged.)*

*3.4.13 Closeout terms and conditions for this federal award:*

PROVIDING AGENCY shall close-out its use of
funds under this AGREEMENT by complying with the closeout procedures in 2 C.F.R. § 200.344. PROVIDING AGENCY's obligations to DHS shall not end until all close-out requirements are
completed, which include, but are not limited to:
• Submitting all financial, performance, and other reports and liquidating all obligations incurred under the AGREEMENT no later than 90 calendar days after the end of the AGREEMENT;
• Promptly refunding any balances of unobligated cash that DHS paid and that are not authorized to be retained for use in other projects;
• Accounting for any real and personal property acquired with federal funds or received from the federal government in accordance with 2 C.F.R. §§ 200.310 - 200.316 and § 200.329.

Note, for federal multi-year grants, federal agencies often send out specific close out procedures during the last year of the grant. These must be adhered to regardless of what is stated above. Additional close out items can be added at the discretion of the DHS Grant Manager.

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

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SIGNATURE PAGE FOLLOWS

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APPROVED:

1. DHS ENCUMBRANCE VERIFICATION

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

By: Signed by: Madison Fischer 77485227B78542F...

Date: 6/26/2025

SWIFT Contract No: 265189

2. PROVIDING AGENCY MDH

By: DocuSigned by: Terri Peaslee 17FF20C942C24D3...

Title: Accounting Director

Date: 7/2/2025

3. DHS

By (with delegated authority): Signed by: John Connolly 132A574D18E9461...

Title: Deputy Commissioner

Date: 7/2/2025

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DEPARTMENT OF HUMAN SERVICES

# Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (the "AGREEMENT"), is between the Minnesota Department of Human Services, Health Care Research and Quality Division (DHS) and Minnesota Department of Health, Health Policy Division (the "PROVIDING AGENCY"). (This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as "an AGENCY," and collectively as "the AGENCIES.")

## RECITALS

A. The AGENCIES have authority to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivisions 1(a) and (b) and subdivision 10.

B. DHS contracts with licensed health maintenance organizations and county-based purchasing organizations (hereafter, managed care organizations or MCOs) to provide health care services to publicly funded program enrollees, participating in Medical Assistance and MinnesotaCare (Families and Children), Minnesota Senior Health Options Program (MSHO), Minnesota Senior Care Plus (MSC+), and Special Needs Basic Care (SNBC) (hereinafter, Minnesota Health Care Programs or MHCP).

C. Pursuant to Minnesota Statutes section 144.05, subdivision 1, PROVIDING AGENCY is the state agency responsible to protect, maintain, and improve the health of citizens of Minnesota. PROVIDING AGENCY is also the agency that regulates: (1) health maintenance organizations (HMOs) under Minnesota Rules, chapter 4685 and Minnesota Statutes, chapter 62D; (2) community integrated services networks under chapter 62N; (3) certain health plan companies under chapter 62Q; (4) county-based purchasing (CBP) organizations under Minnesota Statutes, section 256B.692; and (5) CBP health services for the public programs, pursuant to Laws of Minnesota 1997, chapter 203.

D. The purpose of this AGREEMENT is for PROVIDING AGENCY to collect compliance information and other pertinent information during the Quality Assurance Examinations of Managed Care Organizations (MCOs) in order for PROVIDING AGENCY and DHS to evaluate the performance and compliance of MCOs contracted to provide health care service to enrollees of DHS' Minnesota Health Care Programs.

E. DHS is authorized to enter into contracts for the administration of the Medical Assistance program pursuant to Minnesota Statutes, section 256.01, subdivision 2.

F. Under this AGREEMENT, PROVIDING AGENCY will collect and share with DHS compliance information described in Section 2 and Attachment A, "Triennial Compliance Assessment (TCA) Information," which is attached to and incorporated into this AGREEMENT, from licensed MCOs contracted with DHS.

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G. DHS is authorized under 42 Code of Federal Regulations 433.15 (b)(7), and in Minnesota's approved cost allocation plan, to provide federal payments at a rate of fifty percent (50%) for amounts expended as necessary for "the proper and efficient administration of the State plan."

H. Under this AGREEMENT, any data and information made available to DHS will retain the classification applicable as if it were maintained by PROVIDING AGENCY according to Minnesota Statutes, section 13.03, subdivision 4(c) because both PROVIDING AGENCY and DHS are government entities, and DHS agrees to prevent disclosure of Not Public data and information it receives from PROVIDING AGENCY.

I. Pursuant to Minnesota Statutes, section 13.46, subdivision 2(a)(6), DHS is permitted to share private data on individuals with PROVIDING AGENCY to administer federal funds or programs.

J. DHS and PROVIDING AGENCY are committed to promoting the use of MCO resources in Minnesota in a manner that promotes efficiencies and avoids duplication of efforts and costs.

THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date**. The AGREEMENT is effective on **July 1, 2024** or the date that the PROVIDING AGENCY signs with the final signature, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later. AGENCIES acknowledge that this work was ongoing before the AGREEMENT could be executed and will be compensated in accordance with Clause 3 of this AGREEMENT.

**1.2. Expiration Date.** The AGREEMENT remains in effect through **June 30, 2025**, 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 the AGREEMENT to comply with the following provisions of AGREEMENT: 7. "Liability," and 10. "Information Privacy and Security."

## 2. DUTIES

### 2.1. Providing Agency's Duties:

PROVIDING AGENCY must:

A. Within the first week of the term of the AGREEMENT, provide DHS with a work plan in a format approved by DHS that includes the expected tasks and completion dates. The workplan will verify that all TCA audits comply with CMS requirements. PROVIDING AGENCY will update the work plan to reflect the current status and provide the revisions to DHS quarterly, at least ten (10) days prior to quarter ending. DHS will use the work plan to verify that all expected tasks and deliverables for the payment quarter were completed as expected.

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B. Consult with DHS on performance measures, used to evaluate all MCOs under contract with DHS, as follows:

(1) PROVIDING AGENCY shall consider input provided by DHS on the annual selection of public program performance measures based on National Committee for Quality Assurance (NCQA) Healthcare Effectiveness Data and Information Set (HEDIS) measures.

(2) PROVIDING AGENCY shall consult with DHS prior to releasing public reports on public program performance measures. If PROVIDING AGENCY's reports include public health care program performance measures, the report must identify these populations as "Minnesota Health Care Programs" or "publicly funded health care programs." If the public health care program performance measures represent a specific DHS program, PROVIDING AGENCY shall identify the specific DHS program.

C. Conduct Triannual Compliance Audit (TCA) Examinations, as follows:

(1) Conduct TCA Examinations of each licensed MCO contracting with DHS, at least every three (3) years. PROVIDING AGENCY will provide a preliminary report to DHS within ninety (90) days of the completion of the on-site/virtual audit. PROVIDING AGENCY will provide a copy of the final QA and TCA Examination reports to DHS within thirty (30) days of the report's completion.

(2) Conduct a mid-cycle review of MCOs contracted with DHS 18 months following completion of its QA Examination to monitor implementation of corrective actions to remedy deficiencies identified from the previous TCA Examination. PROVIDING AGENCY will provide a preliminary report to DHS within sixty (60) days of the completion of the on-site/virtual mid-cycle review. PROVIDING AGENCY will provide a copy of the mid-cycle review to DHS within thirty (30) days of the report's completion. PROVIDING AGENCY will not conduct a mid-cycle review if the MCO does not have deficiency findings from the QA Examination or not met findings from the Triennial Compliance Assessment (TCA) report.

(3) Sixty (60) calendar days prior to the start of each calendar year, PROVIDING AGENCY shall provide DHS with a proposed schedule of QA and TCA Examinations and mid-cycle reviews to be conducted and promptly inform DHS of any changes to the schedule.

(4) Contact DHS to notify DHS of a scheduled examination and request TCA documentation.

(5) Upon request, PROVIDING AGENCY shall allow DHS to inspect and review any materials obtained or created during the QA and TCA Examinations or mid-cycle review.

(6) PROVIDING AGENCY shall meet with DHS to discuss the findings of the TCA

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Examination prior to the completion of the final TCA Examination report.

(7) PROVIDING AGENCY shall inform DHS of outstanding mid-cycle issues and if necessary, meet to discuss the issues prior to completing the final mid-cycle report.

(8) PROVIDING AGENCY shall identify whether there were repeat deficiencies from the previous QA Examination report and provide a memo listing those deficiencies, or lack thereof. The memo will be sent to DHS along with the final QA Examination report.

(9) PROVIDING AGENCY shall update, inform and provide copies to DHS of the final QA Examination corrective action plan within 30 days of receiving the plan from the HMO or county-based purchasing entity.

(10) PROVIDING AGENCY shall attach the final QA Examination Report to DHS's Triennial Compliance Assessment (TCA) report on met and not met compliance findings.

(11) PROVIDING AGENCY will evaluate during the Mid-cycle QA Examination if the corrective actions taken to resolve TCA "not-met" items were completed. If the MCO failed to correct "not-met" items, DHS will be notified.

D. Collect compliance information and evidence during the QA Examination on DHS's Managed Care Organization Compliance Standards for Minnesota Health Care Programs as specified in Attachment A: Triennial Compliance Assessment (TCA) Information. These items may be expanded or modified with mutual agreement between DHS and PROVIDING AGENCY. The information collected shall be summarized in a written report completed within ninety (90) days of the completed TCA Examination. The collection process shall be consistent with Balanced Budget Act of 1997 (BBA), Managed Care Regulation Protocols, current Managed Care Compliance Interagency Agreement, and current NCQA Standards and Guidelines for the Accreditation of MCOs.

E. Work cooperatively with DHS's Purchasing and Service Delivery Division to review and approve evidence of coverage (EOC) submitted by MCOs that have met applicable requirements under Minnesota Statutes, chapters 62D and 62N within 30 calendar days of receipt. This review will be specific to state HMO and/or CBP requirements and need not include review and approval of the federally required grievance, appeal and state fair hearing requirements.

F. Enforce, to the extent permitted by law, all applicable legal requirements for county-based purchasing entities under contract to DHS, pursuant Minnesota Statutes section 256B.692.

G. Send to DHS's Director of Health Care Research and Quality (HRQ) Quarterly MCO Complaints Report, which includes complaints filed by all enrollees of MCOs under contract with DHS, by health plan company and category of complaint, to identify trends and issues that may affect enrollees. Enrollment categories include: Families & Children (F&C) and MinnesotaCare; MSHO/MSC+; SNBC; individual; insurance; large groups; self-insured; small group; state employee health plan; and other. Enrollees include both MCO enrollees and non-MCO enrollees. PROVIDING AGENCY shall redact all personal identifiers of persons who

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are not MCO enrollees in a manner that satisfies the standards used in the Health Insurance Portability and Accountability Act (HIPAA) under 45 C.F.R. §§ 164.514(a) and 164.514(b).

H. Provide an annual report summarizing PROVIDING AGENCY's activities completed and any issues that caused delays.

I. Provide state share funds of at least the same amount as DHS expends under this AGREEMENT. State share funds include but are not limited to supplies and expenses, costs, software licensing, training and development fees as well as management, supervision and analyst staff other than those directly paid by these funds for administering the functions described in this Section 2.1, "Providing Agency's Duties," items A through M of this AGREEMENT.

J. Comply with state and federal information non-duplication requirements. PROVIDING AGENCY, DHS and the External Quality Review Organization shall consult and cooperate when collecting managed care information.

K. Grant DHS' request to conduct a targeted quality and/or financial exam(s), if there is a reasonable basis to suspect possible violation of Federal regulation or State law, rule, or regulation on the part of the regulated entity and/or any of its participating providers.

L. Assign staff to fulfill the functions in this AGREEMENT.

M. Obtain HEDIS measure submission summary information from MCOs for the F&C and SNBC Contracts and provide a copy to DHS.

N. Reimburse DHS for any fines assessed by CMS for late, incomplete or missing reports that result from delays by PROVIDING AGENCY that are not caused by DHS.

## 2.2. DHS's Duties:

DHS must:

A. Work cooperatively with PROVIDING AGENCY on review and approval of certificates of coverage submitted to it by MCOs for compliance with applicable laws and administrative rules. DHS is solely responsible for review and approval of the grievance, appeal and state fair hearing sections of the EOC.

B. Provide, as requested by PROVIDING AGENCY, preparatory QA Examination and mid-cycle review information as described in Attachment B, "Quality Assurance Examination Preparatory Information," which is attached and incorporated into this AGREEMENT, within thirty (30) days of receiving the request.

C. Share with PROVIDING AGENCY External Quality Review (EQR) report(s), disenrollment survey results, enrollee grievance and appeal data and Denials, Terminations and

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Reductions (DTR) data as needed to identify trends and issues which PROVIDING AGENCY has authority to evaluate and audit through investigation and examination. DHS shall share other available information that may be needed to complete the QA Examinations, or the information gathered by PROVIDING AGENCY for DHS's Managed Care Organization Compliance Standards for Minnesota Health Care Programs.

D. Identify quality of care cases reported by enrollees and refer cases to PROVIDING AGENCY for investigation.

E. Hold all QA Examination documents in accordance with Minnesota Statutes, chapter 13.

F. Provide technical assistance upon request by PROVIDING AGENCY.

G. Collaborate with PROVIDING AGENCY in development of comprehensive TCA Examination that incorporates reasonable elements of Balanced Budget Act of 1997 (BBA) and Minnesota Health Care Programs managed care contract monitoring.

H. Provide PROVIDING AGENCY's Authorized Representative with a list of all MCOs under contract with DHS by January 31st of each calendar year, including the effective date and counties in which each product is offered. Posting of the contracts on DHS's website shall satisfy this requirement.

I. DHS shall submit, in a timely manner, to PROVIDING AGENCY approval of the final Triennial Compliance Assessment Report to be attached to the final QA Examination Report.

J. DHS shall provide to PROVIDING AGENCY, information on DHS's follow-up activities with the MCO, including any Corrective Action Plan (CAP), to ensure MCO's compliance with TCA "not-met" items.

## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DHS will provide consideration for all services that PROVIDING AGENCY performs under this AGREEMENT not to exceed $434,000.00 over the term of the contract. Invoices are due to DHS 30 days after the end of each quarter for the quarterly portion of the consideration. Each quarterly invoice will be for an amount not to exceed $108,500.00 and accompanied by a quarterly status update.

**3.2. Terms of Payment.** Invoices should be sent to DHS's Authorized Representative. DHS must pay PROVIDING AGENCY within 30 days after the PROVIDING AGENCY presents invoices for services it performs or completes the required quarterly deliverables on the most current approved workplan, whichever occurs later.

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to PROVIDING AGENCY under this AGREEMENT will not exceed **Four hundred thirty-four thousand** dollars ($**434,000.00**).

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

*3.4.1* *Pass-through requirements*. PROVIDING AGENCY acknowledges that, if it is a subrecipient of federal funds under this AGREEMENT, PROVIDING AGENCY may be subject to certain compliance obligations. PROVIDING AGENCY can view a table of these obligations in the October 1, 2024 Health and Human Services Grants Policy Statement, Appendix D. To the degree federal funds are used in this contract, DHS and PROVIDING AGENCY agree to comply with all pass-through requirements, including each Party's AGENCY'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).[1]

*3.4.2* PROVIDING AGENCY Name*: MDH (Must match the name associated with the DUNS number.)*

*3.4.3* PROVIDING AGENCY's Data Universal Numbering System (DUNS) number*: 804887321 The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match* PROVIDING AGENCY's *name.*

*3.4.4* Federal Award Identification Number (FAIN)*: 2405MNADM and 2505MN5ADM*

*3.4.5* Federal Award Date*: 10/01/2023 – 9/30/2024 and 10/01/2024 – 09/30/2025 (The date of the award to the MN Dept. of Human Services.)*

*3.4.6* Period of Performance*: Start date: See section 1.1 above. End date: See section 1.2 above.*

*3.4.7* Amount of federal funds*:*

*3.4.7.1 Total Amount Awarded to DHS for this project: $434,000.00*

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*3.4.7.2 Total Amount Awarded by DHS for this project to* PROVIDING AGENCY *named above: $434,000.00*

*3.4.8* Federal Award Project description: *Appropriation 75X0512 Centers for Medicare & Medicaid Services*

*3.4.9* Name*:*

*3.4.9.1 Federal Awarding Agency: CMS*

*3.4.9.2 MN Dept. of Human Services (DHS)*

*3.4.9.3 Contact information of DHS's awarding official: Julie Marquardt (julie.a.marquardt@state.mn.us)*

*3.4.10* CFDA Number & Name*: Payments are to be made from federal funds obtained by DHS through Catalog of Federal Domestic Assistance (CFDA) No. 93.778*

*3.4.11 Is this federal award related to research and development?:* ☐ *Yes* ☒ *No*

*3.4.12 Indirect Cost Rate for this federal award is: 23.2% (including if the* de minimis *rate is charged.)*

*3.4.13 Closeout terms and conditions for this federal award:* PROVIDING AGENCY shall close-out its use of funds under this AGREEMENT by complying with the closeout procedures in 2 C.F.R. §200.344. PROVIDING AGENCY's obligations to DHS shall not end until all close-out requirements are completed, which include, but are not limited to:

• Submitting all financial, performance, and other reports and liquidating all obligations incurred under the AGREEMENT no later than 90 calendar days after the end of the AGREEMENT;

• Promptly refunding any balances of unobligated cash that DHS paid and that are not authorized to be retained for use in other projects;

• Accounting for any real and personal property acquired with federal funds or received from the federal government in accordance with 2 C.F.R. §§ 200.310 - 200.316 and § 200.329.

Note, for federal multi-year grants, federal agencies often send out specific close out procedures during the last year of the grant. These must be adhered to regardless of what is stated above. Additional close out items can be added at the discretion of the DHS Grant Manager.

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**4. CONDITIONS OF PAYMENT.** PROVIDING AGENCY will perform all services pursuant to this AGREEMENT.

## 5. AUTHORIZED REPRESENTATIVES.

**5.1. DHS.** DHS's Authorized Representative for the purposes of administration of this AGREEMENT is **Sterling Kowalski** or successor. Phone and email: **651-431-6955; sterling.kowalski@state.mn.us**. This representative has final authority for accepting PROVIDING AGENCY's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. Providing Agency.** PROVIDING AGENCY's Authorized Representative is Julie Erickson or successor. Phone and email: **julie.a.erickson@state.mn.us**. PROVIDING AGENCY will immediately notify DHS if PROVIDING AGENCY's Authorized Representative changes at any time during this AGREEMENT.

**5.3. Information Privacy and Security.** (If applicable) PROVIDING AGENCY's contact is **Julie Erickson** or successor for complying with data privacy and security for this AGREEMENT. Phone and email: **julie.a.erickson@state.mn.us**.

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

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

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

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

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

**11. OTHER PROVISIONS.** None.

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DEPARTMENT OF HUMAN SERVICES

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: Signed by: Madison Fischer 77485227B78542F...

Date: 3/18/2025

SWIFT Contract No: 265189

SWIFT PO #: 3000117359

2. PROVIDING AGENCY MDH

By: DocuSigned by: Christine Taylor F12184B6D90D4B2...

Title: Financial Services Manager

Date: 3/21/2025

3. DHS

By: Signed by: John Connolly 132A574D18E9461...

With delegated authority

Title: Deputy Commissioner and State Medicaid Director

Date: 3/21/2025

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

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DEPARTMENT OF HUMAN SERVICES

## Attachment A: Triennial Compliance Assessment (TCA) Information

## Triennial Compliance Assessment (TCA) Information

| No. | Description | 2023 Managed Care Contracts Reference for the Minnesota Health Care Programs |
|---|---|---|
| 1 | Quality Improvement (QI) Program Structure | Section 7.1 |
| 2 | Information System | Section 7.1.3 |
| 3 | Utilization Management | Section 7.1.4 |
| 4 | Special Health Care Needs | Section 7.1.5 |
| 5 | Practice Guidelines | Section 7.1.6 |
| 6 | Annual Evaluation | Section 7.1.8 (42 C.F.R 438.240(e); 42 CFR 438.330(b), (d)) |
| 7 | Performance Improvement Projects | Section 7.2 |
| 8 | Population Health Management | Section 7.3 |
| 9 | Advance Directives Compliance | Article 14 |
| 10 | Validation of MCO Care Plan Audits | Sections 6.1.4, 6.1.5 (MSHO/MSC+ Contracts),7.1.5.4, 7.8.3, 7.8.4, 7.8.5 |
| 11 | Subcontractor Disclosures | Sections 9.2, 9.5.1, 9.2.5, 9.5.4, Article 15; 6.10.1.10 (Families and Children MA); 6.7.1.10 (SNBC); 6.5.1.9 (Seniors) Contracts |
| 12 | Other areas by mutual agreement | TBD |

Note: Contract sections, listed above, applies to all three managed care contracts, unless noted differently. Section numbers may change with new contracts.

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DEPARTMENT OF HUMAN SERVICES

# Attachment B:

## Quality Assurance (QA) Examination Preparatory Information

DHS will provide PROVIDING AGENCY with preparatory information within thirty (30) days of receiving a request for information. PROVIDING AGENCY will include the QA Examination (Mid-cycle review) time period in its request. The following are the usual items that will be provided by DHS to PROVIDING AGENCY prior to each QA Examination. Other items of information may be added upon mutual agreement.

1. Grievance; Appeal; Denial, Termination, or Reduction (DTR); and other issues identified by the Ombudsman for Managed Care.
2. Approved DTR and Appeal Rights Notices including dates approved for each of the examination years.
3. Most current External Quality Review (EQR) reports and information.
4. Listing and description of MCO issues.
5. Annual Listing of public programs (Families & Children MA, MinnesotaCare, MSHO, MSC+, and SNBC), effective participation date and service area (counties) the MCO participates in.
6. Annual listing of MCO Performance Improvement Projects (PIPs) and any recently complete PIPs.
7. Care Plan Audit samples.
8. TCA informational materials for MCOs.
9. Minnesota Health Care Programs (MHCP) updates, MCO/DHS contract changes and other information.
10. Other information as requested.

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DEPARTMENT OF HUMAN SERVICES

# ATTACHMENT C: DATA SHARING AGREEMENT TERMS AND CONDITIONS

This Attachment sets forth the terms and conditions in which the AGENCIES will share, use, and disclose data that the AGENCIES are legally required to safeguard pursuant to the Minnesota Government Data Practices Act, Minnesota Statues Chapter 13, and other applicable laws.

The AGENCIES agree to comply with all applicable provisions of the Minnesota Government Data Practices Act and any other state and federal laws that apply to the data and information that may be created, collected, received, maintained, or disseminated by the AGENCIES pursuant to this Attachment and the Agreement.

DHS is the primary state agency to help people meet their basic needs by providing or administering a variety of services for children, people with disabilities, and older Minnesotans.

DHS contracts with licensed MCOs to provide health care services to publicly funded program enrollees, participating in DHS' Minnesota Health Care Programs.

PROVIDING AGENCY is the state agency responsible to protect, maintain, and improve the health of citizens of Minnesota, and is the agency designated to regulate: (1) HMOs under Minnesota Rules, chapter 4685 and Minnesota Statutes, chapter 62D; (2) community integrated services networks under chapter 62N; (3) certain health plan companies under chapter 62Q; (4) CBP organizations under Minnesota Statutes, section 256B.692; and (5) CBP health services for the public programs, pursuant to Laws of Minnesota 1997, chapter 203.

Minnesota Statutes, section 144.05, subdivision 1, clause (2), authorizes the Minnesota Commissioner of Health to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness and disease and the limitation of disabilities resulting therefrom.

Under this Attachment and the Agreement, PROVIDING AGENCY will collect and share with DHS compliance information described in Section 2 of this Agreement from licensed MCOs contracted with DHS. This compliance information does not include Protected Health Information.

Independent from this Attachment, PROVIDING AGENCY collects and maintains the Protected Information described in Section 2 of the Agreement from licensed MCOs as the state agency designated to regulate the quality assurance of MCOs and for its own public health purposes.

Under this Attachment, DHS will retain the classification applicable to any data and information made available to DHS as if it were maintained by PROVIDING AGENCY according to Minnesota Statutes, section 13.03, subdivision 4(c) because both PROVIDING AGENCY and DHS are government entities, and DHS agrees to prevent disclosure of Not Public data and information it receives from PROVIDING AGENCY.

General Description of Protected Information That Will Be Shared: External Quality Review (EQR) report(s), disenrollment survey results, enrollee grievance and appeal data and Denials, Terminations and Reductions (DTR) data.

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Purpose for Sharing Protected Information and Expected Outcomes: required in order for PROVIDING AGENCY to conduct Quality Assurance evaluations of MCOs contracted with DHS, and in order for DHS to evaluate the performance and compliance MCOs contracted to provide health care service to enrollees of DHS' Minnesota Health Care Programs.

Pursuant to Minnesota Statutes, section 13.46, subdivision 2(a)(6), DHS is permitted to share private data on individuals to PROVIDING AGENCY to administer federal funds or programs.

For purposes of this Attachment and the Agreement, PROVIDING AGENCY shall not be considered part of the Welfare System, as that term is defined in Minnesota Statutes, section 13.46, subdivision 1.

The Health Insurance Portability Accountability Act (HIPAA) at 45 C.F.R. § 164.512 (b)(1)(i) permits uses and disclosures of Protected Health Information by DHS to PROVIDING AGENCY in PROVIDING AGENCY's capacity as a public health authority that is authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions.

It is expressly agreed that PROVIDING AGENCY is not a HIPAA covered entity. In addition, it is expressly agreed PROVIDING AGENCY is not collecting, creating, transmitting, and maintaining Protected Health Information on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, the AGENCIES expressly agree that PROVIDING AGENCY 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 Attachment and the Agreement. If either AGENCY believes a business associate relationship might exist with regard to the Protected Government Data, the AGENCY will comply with Section 17 of this Attachment.

The parties therefore agree as follows:

**DEFINITIONS**

A. "Agent" means the PROVIDING AGENCY's employees, contractors, subcontractors, and other non-employees and representatives.

B. "Agreement" means the interagency agreement between DHS and PROVIDING AGENCY to which this Attachment is attached.

C. "Applicable Safeguards" shall mean the state and federal provisions listed in Section 2.1 of this Attachment.

D. "Breach" means a privacy or security incident that results in the compromise of the confidentiality or integrity of Protected Health Information (PHI) or a use or disclosure of Protected Health Information not otherwise permitted by law.

E. "Contract" means DHS contracts with County Based Purchasers and Health Maintenance Organizations as MCOs.

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F. "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of Protected Information by the entity in possession of the Protected Information.

G. "HIPAA" means the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.

H. "Individual" means an individual as that term is defined in Minnesota Statute 13.02.

I. "Privacy incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Agreement and this Attachment.

J. "Protected Information" means any information that is or will be used by DHS or PROVIDING AGENCY under the Agreement that is protected by federal or state laws, statutes, regulations or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member, and "Health Data" as that term is defined by Minn. Stat. 13.3805. Protected Information also includes, but is not limited to, Protected Health Information as defined by HIPAA, and such information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.

K. "Protected Health Information" is a subset of "individually identifiable health information" in accordance with 45 C.F.R. § 160.103, but for purposes of this Attachment and the Agreement refers only to that information that is received, created, maintained, or transmitted by PROVIDING AGENCY. Protected Health Information is a specific subset of Protected Information as defined above.

L. "Security incident" means the attempted or successful unauthorized use or the interference with system operations in an information management system or application. Security incident does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized use of Protected Information.

M. "Use" or "used" means any activity by the parties during the duration of the Agreement involving Protected Information including its creation, collection, access, use, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, disclosure, transmission, or destruction. Use includes any of these activities whether conducted manually or by electronic or computerized means.

N. "User" means an agent of either AGENCY, who has been authorized to use Protected Information.

**1. INFORMATION EXCHANGED**

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1.1 This Attachment governs the data that will be exchanged between the DHS and PROVIDING AGENCY in performance of the Agreement. The data exchanged under the Agreement will include the data elements specified in Section 2 of the Agreement, Attachment A, External Quality Review (EQR) report(s), disenrollment survey results, enrollee grievance and appeal data and Denials, Terminations and Reductions (DTR) data.

1.2 The data exchanged under this Attachment and the Agreement is required in order for PROVIDING AGENCY to conduct Quality Assurance evaluations of MCOs contracted with DHS, and in order for DHS to evaluate the performance and compliance MCOs contracted to provide health care service to enrollees of DHS' Minnesota Health Care Programs.

1.3 Upon receipt of Protected Information by PROVIDING AGENCY, the data will be held as Health Data under Minnesota Statutes section 13.3805, which is classified as private data on individuals.

1.4 DHS is permitted to share the Protected Information with PROVIDING AGENCY pursuant to the authorities specified in the Recitals in this Attachment and the Agreement, including Minnesota Statutes, section 13.46, subdivision 2(a)(6).

1.5 PROVIDING AGENCY is permitted to share the Protected Information with DHS pursuant to the authorities specified in the Recitals in this Attachment and the Agreement.

**2. INFORMATION PRIVACY AND SECURITY**

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

**2.1 Compliance with Applicable Safeguards.**

**A. State and Federal Safeguards.** The AGENCIES acknowledge that the Protected Information to be shared under the terms of this Attachment and the Agreement may be subject to one of the following laws, statutes, regulations, rules, and standards, as applicable ("Applicable Safeguards"). The AGENCIES agree to comply with all rules, regulations and laws, including as amended or revised, applicable to the exchange, use and disclosure of data under this Attachment and the Agreement.

1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA");
2. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
3. Minnesota Health Records Act (Minn. Stat. §144.291 - 144.298);
4. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);
5. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, "Confidentiality and Disclosure of Returns and Return Information," and Internal Revenue

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Service Publication 1075;
6. U.S. Privacy Act of 1974;
7. Computer Matching Requirements (5 U.S.C. 552a);
8. Social Security Data Disclosure (section 1106 of the Social Security Act: 42 USC § 1306, "Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services");
9. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook" Publication 3373);
10. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, "Privacy and Security of Personally Identifiable Information,");
11. NIST Special Publication 800-53, Revision 4 (NIST.SP.800-53r4); and
12. All state of Minnesota "Enterprise Information Security Policies and Standards."

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

**2.2 Data Responsibilities.**

**A. Use Limitation.**

**1. Restrictions on use of Protected Information.** Except as otherwise authorized in the Agreement or this Attachment, the AGENCIES may only use or disclose Protected Information as necessary to provide the services to each other as described herein, or as otherwise required by law, provided that such use or disclosure of Protected Information, if performed by that AGENCY, would not violate other state and federal statutes or regulations that apply to the Protected Information.

**B. Individual Privacy Rights.** The AGENCIES shall ensure individuals are able to exercise their privacy rights regarding Protected Information as provided in the Applicable Safeguards, including but not limited to the following:

**1. Complaints.** The AGENCIES shall work cooperatively with each other to resolve complaints received from an individual; from an Authorized Representative; or from a state, federal, or other health oversight agency.

**2. Amendments Requested by Data Subject.** Within ten (10) business days, PROVIDING AGENCY or DHS must forward to the other any request to make any amendment(s) to Protected Information in order for that AGENCY to satisfy its obligations under Minn. Stat. § 13.04, subd. 4.

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

**1. Reasonable Assurances.** Before the Agents of either AGENCY are allowed to use or disclose Protected Information shared under this Agreement, each AGENCY must provide the

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other with reasonable assurances that its Agents will comply with the terms of this Attachment and the Agreement and Applicable Safeguards through, at a minimum, reviewing its Agents' information security and privacy training history.

**2. Documentation.** Each AGENCY shall make available documentation required by this Section upon request by the other AGENCY.

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

**1. Privacy and Security Policies.** Each AGENCY shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards to ensure the privacy and security of the Protected Information.

**2. Electronic Protected Information.** Each AGENCY shall implement and maintain appropriate safeguards with respect to electronic Protected Information, to prevent the use or disclosure other than as provided for by this Attachment at the Agreement.

**3. Monitoring Agents.** Each AGENCY shall ensure that any contractor, subcontractor, or other agent to whom that AGENCY discloses Protected Information or to whom that party employs or retains to create, receive, use, store, disclose, or transmit Protected Information agrees to the same restrictions and conditions that apply under this Attachment and the Agreement with respect to such Protected Information

**4. Minimum Necessary Access to Protected Information.** Each AGENCY shall ensure that its Agents use only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.

**5. Training.** Each AGENCY shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Agreement and this Attachment.

**E. Responding to Privacy Incidents, Security Incidents, and Breaches.** PROVIDING AGENCY will comply with this Section for all Protected Information shared under the Agreement. Additional obligations for specific kinds of Protected Information shared under the Agreement are addressed in subsection 6.2.F, "Reporting Privacy Incidents, Security Incidents, and Breaches."

**1. Mitigation of harmful effects.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, PROVIDING AGENCY will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.

**2. Investigation.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, PROVIDING AGENCY will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with

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notification and reporting provisions of the Agreement and applicable law.

3. **Corrective action.** Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, PROVIDING AGENCY will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.

4. **Notification to Individuals and others; costs incurred.**

   a. **Protected Information.** PROVIDING AGENCY will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident or Security Incident is required by law. If such notice is required, PROVIDING AGENCY will fulfill the DHS's and PROVIDING AGENCY's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05, "Duties of Responsible Authority," and 13.055, "Disclosure of Breach in Security."

   b. **Failure to notify.** If PROVIDING AGENCY fails to timely and appropriately notify Individual data subjects or other external parties under subparagraph (a), then PROVIDING AGENCY will reimburse DHS for any costs, fines, or penalties incurred as a result of PROVIDING AGENCY's failure to timely provide appropriate notification.

5. *Obligation to report to DHS.* Upon discovery of a Privacy Incident, Security Incident, and/or Breach, PROVIDING AGENCY will report to DHS in writing as further specified in subsection 6.2.F.

   a. **Communication with authorized representative.** PROVIDING AGENCY will send any written reports to, and communicate and coordinate as necessary with, DHS's authorized representative or designee.

   b. **Cooperation of response.** PROVIDING AGENCY will cooperate with requests and instructions received from DHS regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Security Incident, Privacy Incident, and/or Breach, and all matters pertaining to reporting and notification of a Security Incident, Privacy Incident, and/or Breach.

   c. **Information to respond to inquiries about an investigation.** PROVIDING AGENCY will, as soon as possible, but not later than forty-eight (48) hours after a request from DHS, provide DHS with any reports or information requested by DHS related to an investigation of a Security Incident, Privacy Incident, and/or Breach.

6. **Documentation.** PROVIDING AGENCY will document actions taken under paragraphs 1 through 5 of this Section, and retain this documentation for a minimum of six (6) years from the date it discovered the Privacy Incident, Security Incident, and/or Breach or the time period required by subsection 6.2.H, whichever is longer. PROVIDING AGENCY shall provide such documentation to

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DHS upon request.

**F. Reporting Privacy Incidents, Security Incidents, and Breaches.** .Each AGENCY will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. Each AGENCY will also comply with subsection 2.2(E), "Responding to Privacy Incidents, Security Incidents, and Breaches," above in responding to any Privacy Incident, Security Incident, and/or Breach.

**1. Other Protected Information.** Each party will report all other privacy incidents and security incidents to the other party.

a. **Initial report.** The party who suffers a privacy or security incident will report all other the privacy and security incidents to the other party, in writing, within five (5) days of discovery. If the reporting party is unable to complete its investigation of, and response to, a privacy incident or security incident within five (5) days of discovery, then the reporting party will provide all information under Section 2.2(E)(1)-(4), of this Attachment that are available at the time of the initial report.

b. **Final report.** The reporting party will, upon completion of its investigation of and response to a privacy incident or security incident, or upon request of the other party in accordance with Section 2.2(E)(5) submit in writing a report to DHS documenting all actions taken under Section 2.2(E)(1)-(4), of this Attachment.

**G. Access to Books and Records, Security Audits, and Remediation.** The AGENCIES represent that each has audited and will continue to regularly will audit the security of the systems and processes used to provide services under this Attachment and the Agreement, including, as applicable, all data centers and cloud computing or hosting services under contract with each other. Each AGENCY will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment and the Agreement and will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s).

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

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

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**J. Conflicting Provisions.** To extent that the AGENCIES determine, following consultation, that the terms of the Agreement or this Attachment are less stringent than the Applicable Safeguards, the Applicable Safeguards apply. In the event of any conflict in the requirements of the Applicable Safeguards, the most stringent Applicable Safeguard applies.

**2.3 Data Security.**

**A. Electronic Transmission.** The AGENCIES agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; 800-113, Guide to SSL VPNs, or other methods validated under Federal Information Processing Standards (FIPS) 140-2.

**B. Portable Media and Devices.** The AGENCIES agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, Guide to Storage Encryption Technologies for End User Devices.

**2.4 Data Responsibilities.**

A. Each AGENCY shall disclose Protected Information only as authorized by law.

B. Each AGENCY shall obtain any consents or authorizations that may be necessary for it to disclose Protected Information.

C. Each AGENCY shall notify the other of any limitations that apply to the use and disclosure of Protected Information that would also limit the use or disclosure of Protected Information by the receiving AGENCY.

D. Each AGENCY shall refrain from requesting the other AGENCY to use or disclose Protected Information in a manner that would violate applicable law or would otherwise be impermissible.

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

A. In compliance with the procedures in the Applicable Safeguards, or as otherwise required by applicable industry standards, the parties shall immediately destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to DHS all Protected Information that it maintains.

B. The AGENCIES shall ensure and document that the same action is taken for all Protected Information that may be in the possession of its contractors, subcontractors, or agents. Contractors, subcontractors, or agents shall not retain copies of any Protected Information.

C. In the event that an AGENCY cannot reasonably or does not return or destroy Protected Information, it shall notify the other AGENCY of the specific laws, rules or policies and specific circumstances applicable to its retention, and continue to extend the protections of the

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Agreement and this Attachment and take all measures possible to limit further uses and disclosures of the client data for so long as it or its contractors, subcontractors, or agents maintain the Protected Information.

D. Each AGENCY shall document and verify in a report the disposition of Protected Information. The report shall include at a minimum the following information:

1. A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;

2. The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to the providing AGENCY; and

3. The identity of organization name (if different), and name, address, and phone number, and signature of individual, that performed the activities required by this Section.

E. Documentation required by this Section shall be made available upon demand.

F. Any costs incurred in fulfilling obligations under this Section will be the sole responsibility of the AGENCY incurring those costs.

**3. INTERPRETATION**

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

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# State of Minnesota

# Interagency Agreement

SWIFT Contract No.: 267795

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Health ("MDH") and Commerce.

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

**WHEREAS**, Commerce has the responsibility for issuing licenses for Pharmacy Benefit Managers pursuant to Minnesota Statutes § 62W.03; and

**WHEREAS,** MDH is assigned responsibilities for reviewing network adequacy of Pharmacy Benefit Managers pursuant to Minnesota Statutes § 62W.05; and

**WHEREAS,** Commerce and MDH are committed to ensuring that Pharmacy Benefit Managers licensed in Minnesota adequately meet statutory requirements and serve the citizens of Minnesota.

## Agreement

1. **Term of Agreement**

   1.1 Effective date. July 1, 2025, **or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2,** whichever is later.

   1.2 Expiration date. June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Scope of Work**

   2.1 The Minnesota Department of Health (MDH) shall:

   Provide network adequacy review services as part of licensing and renewal for all entities subject to Minnesota Statutes, Chapter 62W (the Minnesota Pharmacy Benefit Manager Licensure and Regulation Act):

   a. Conduct detailed analysis of Pharmacy Benefit Manager (PBM) provider network components of all licensure applications to determine whether provider networks are adequate and accessible for the provision of prescription drugs, using the definitions and standards set forth in Minnesota Statutes, Chapter 62W and Minnesota Statutes, Section 62K.10.
   b. Discuss applicable network adequacy and licensing concerns with Commerce.
   c. Review and approve or deny all requests for waivers submitted by PBMs.
   d. Inform Commerce of the results of the analysis performed in 2.1(a) through (c) and any recommendations MDH may make.

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2.2 The Minnesota Department of Commerce (Commerce) shall:

a. Collect PBM application information.
b. Develop annual standard operating procedures and timelines in coordination with MDH.
c. Coordinate application review and approval with MDH.
d. Issue PBM licenses to approved entities.
e. Append MDH network approvals to licenses.

3. **Consideration and Payment**

Commerce shall reimburse MDH for its personnel costs and all other expenses incurred by MDH in performing the services specified in paragraph 2.1 of this Agreement, including Commerce's proportional share of services provided to MDH through MDH's vendor Quest Analytics. Personnel costs incurred by MDH under this Agreement shall be directly charged to FinDept B1334293 / Approp B136000 / Fund 1000. All other expenses will be invoiced separately.

The total obligation of Commerce for all compensation and reimbursements to Health under this Agreement will not exceed $281,688.00 in total for the length of time this Agreement is in effect. Personnel costs will not exceed $152,000.00 and costs for services provided by Quest Analytics will not exceed $129,688.00 in total for the length of time this Agreement is in effect.

4. **Conditions of Payment**

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

5. **Authorized Representatives**

Commerce's Authorized Representative is Ashley Setala, Director of Regulation and Policy Strategy, 85 - 7th Place East, St. Paul, MN 55101, or the successor or delegate.

MDH's Authorized Representative is Julie Erickson, 625 Robert St N., St. Paul, MN 55155, 651-201-5174, or the successor or delegate.

6. **Amendments**

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

7. **Liability**

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

8. **Termination**

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

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***[Signature page.]***

**1. State Encumbrance Verification**

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

Print Name: CARLA COLLINS

Signature: DocuSigned by: Carla Collins 0EAAB561D324...

Title: Accounting Officer Int Date: 4/14/2025

**2. Department of Commerce**

*With delegated authority*

Print Name: Tim Jahnke

Signature: DocuSigned by: Tim Jahnke 0F557658A468...

Title: Deputy Commissioner/COO Date: 4/16/2025

**3. Department of Health**

*With delegated authority*

Print Name: Christine Taylor

Signature: DocuSigned by: Christine Taylor F12184B6D90D4B2...

Title: Financial Services Manager Date: 5/1/2025

SWIFT Contract No. SC# 267795 / Future FY26 Encumbrance PO# 3-19851

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# State of Minnesota

# Interagency Agreement

SWIFT Contract Number: 268645

PO Number: 3000054485

This Interagency Agreement ("Agreement") is between the **Minnesota Department of Agriculture (MDA)** and **Minnesota Department of Health (MDH).**

Pursuant to Minn. Stat. § 18B.03, Subd. 3, which authorizes the commissioner of the MDA to enter into written agreements to delegate specific duties to officials of approved agencies and to share data between agencies to help assess the potential for unreasonable adverse effects to human health and the environment from the use of a pesticide In addition, Minnesota Session Laws - 2024, Regular Session, Chapter 126, Article 1, Sec. 2, Subd. 2, (o) allows the commissioner of agriculture to transfer money to the commissioner of health to establish and administer a mitigation program for contaminated private wells located in Dodge, Fillmore, Goodhue, Houston, Mower, Olmsted, Wabasha, or Winona County.

This Agreement sets forth specific duties and responsibilities that will be delegated and coordinated between MDA and MDH related to nitrate and pesticide monitoring of public and private wells, the assessment of related human health and environmental risks by MDH, and the transfer of funds from MDA to MDH to establish and administer a mitigation program for nitrate contaminated private wells located in the counties referenced above.

## Agreement

### 1. Term of Agreement

1.1 Effective date. **June 15, 2025,** or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. **June 30, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2. Scope of Work

2.1 **MDH DUTIES**

The MDH shall:

2.1.1 Conduct human health risk assessments based on pesticide data collected from private water wells and provided by MDA. MDH will report on the results of the assessments to MDA to facilitate and inform risk communication with well owners and on-going nitrate and pesticide monitoring and management activities at MDA.

Conduct vulnerability assessments in coordination with MDA for the protection of water quality in vulnerable aquifers and for protecting public and private water supply wells that may be at risk



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for nitrate and pesticide contamination based on the data provided in section 2.1.1 and from other sources. MDH will coordinate with MDA on public water supply well pesticide sample collection and report pesticide results to MDA as appropriate.

2.1.2 Coordinate with MDA on communication strategies related to nitrate and pesticides detected in public and private water supply wells.

2.1.3 Properly limit access to all data provided by MDA that is classified as not public, including data that identify the specific locations or landowners of private wells, pursuant to Minn. Stat. § 18B.10 and Minn. Stat. § 13.643.

2.1.4 Establish and administer a mitigation program as specified in **Exhibit A** – Mitigation Program Scope of Work.

2.2 **MDA DUTIES**

The MDA shall:

2.2.1 Provide private water well nitrate and pesticide data and available well construction information to MDH for risk and vulnerability assessment.

2.2.2 Provide MDH with limited pesticide analytical services through the MDA Laboratory Services Division for drinking water well analysis as available and coordinate with MDH on pesticide analytical services from contract laboratories.

2.2.3 Coordinate with MDH on communication strategies related to nitrate and pesticides detected in public and private water supply wells.

2.2.4 Properly limit access to all data provided by MDH that is classified as not public, including data that identify the specific locations or landowners of public and private wells, pursuant to Minn. Stat. § 13.3805.

3. **Consideration and Payment**

MDH will be paid by the State after the MDH's presentation of itemize invoices for services performed and the supporting documentation for the invoices and written acceptance of such services by the State's Authorized Representative or the State's Authorized Project Manager pursuant to paragraph 4. Invoices shall be submitted timely and in accordance with **Exhibit B Budget** which is attached and incorporated into this agreement.

Invoices for payment will be sent by the due dates listed in Exhibit B.

Electronic format to: MDA.Accounts-Payable@state.mn.us

Reports should be submitted by the due dates listed in Exhibit B.

Electronic format to: **Nikol.ross@state.mn.us**
Nikol Ross, Groundwater Monitoring Unit Hydrologist 3

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The total obligation of MDA for all compensation and reimbursements to MDH under this Agreement will not exceed **Five Hundred Thousand Dollars and 00/100 ($500,000.00).**

4. **Conditions of Payment**

Establishment and administration of a Mitigation Program for contaminated private wells and the basis for invoices provided by MDH under this Agreement must be performed to MDA's satisfaction, as determined at the sole discretion of MDA's Authorized Representative or Authorized Project Manager. Reporting and coordination between MDA and MDH will occur on an as needed basis as the Mitigation Program is developed.

5. **Authorized Representative**

The MDA's Authorized Representative responsible for administration and supervision of this agreement is **Kimberly Kaiser, Groundwater Monitoring Unit Supervisor, Pesticide and Fertilizer Management Division, Minnesota Department of Agriculture, 625 Robert Street North, St. Paul, MN, 55155; Kimberly.kaiser@state.mn.us, Phone: 651-201-6280** or his/her successor who is authorized to accept the services provided under this agreement.

The MDA's Authorized Project Manager responsible for communications and daily management with the MDH for this agreement is **Nikol Ross, Groundwater Monitoring Unit Hydrologist 3, Pesticide & Fertilizer Management, Minnesota Department of Agriculture, Minnesota Department of Agriculture, 625 Robert St N., St. Paul, MN 55155; Nikol.ross@state.mn.us, Phone: 651-392-5027**, or his or her successor, who is authorized to accept the services provided under this agreement.

The **MDH** Authorized Representative is **Steve Robertson, Health Program Manager Senior, Minnesota Department of Health, 625 Robert St N., St. Paul, MN 55155; Email: steve.robertson@state.mn.us, Phone: 651-201-4648**,or his/her successor.

The **MDH** Authorized Representative is **Jane de Lambert, Source Water Protection Unit Environmental Health Supervisor, Drinking Water Protection, Minnesota Department of Health, 625 Robert St N., St. Paul, MN 55155; Email: jane.de.lambert@state.mn.us, Phone: 651-201-4692**,or his/her successor.

The **MDH** Authorized Project Manager responsible for the mitigation program and communications and daily management with the Minnesota Department of Agriculture related to the mitigation program is **Sophia Walsh, Environmental Consultant, Water Policy Center, Minnesota Department of Health, 3425 40th Avenue NW Suite 115. Rochester, MN 55901; sophia.walsh@state.mn.us, Phone: 507-206-2735**, or her/his successor or delegate.

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6. **Data Practices**

Pursuant to Minnesota Statutes 18B.03, MDA may share data with other agencies to help assess the potential for unreasonable adverse effects to human health and the environment from the use of a pesticide. Both MDH and MDA shall comply with the Minnesota Government Data Practices Act (MGDPA) as it applies to all data created, collected, maintained, or shared by the parties in the performance of this Agreement. If MDH receives a request to release data that has been shared by MDA, MDH shall notify and seek MDA approval before such data is released. It is understood that data shared by MDA is still owned by MDA and is only shared for the purposes outlined in Minnesota Statutes Section 18B.03. If MDH wishes to affirmatively release, data not owned by MDA but related to the performance of this Agreement, MDH shall notify the MDA. MDA will coordinate the release of the data with MDH before the data is released.

7. **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.

8. **Liability**

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

9. **Termination**

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

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**1. State Encumbrance Verification**

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

Print Name: Tara Rose
DocuSigned by:

Signature: Tara Rose
A652770676CB488...

Title: Accounting Officer Intermediate

Date: 6/4/2025

SWIFT Contract No. 268645

PO Number: 3000054485

**2. Minnesota Department of Health** MDH Req # 2246

*With delegated authority*

Print Name: Terri Peaslee
DocuSigned by:

Signature: Terri Peaslee
17FF20C942C24D3...

Title: Accounting Director

Date: 6/16/2025

**3.Minnesota Department of Agriculture**

*With delegated authority*

Print Name: Peder Kjeseth
Signed by:

Signature: Peder Kjeseth
4332746970E34AA...

Title: Assistant Commissioner

Date: 6/16/2025

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MINNESOTA POLLUTION CONTROL AGENCY

# Interagency Agreement
**State of Minnesota**

SWIFT Contract Number: 270375
Agency Interest ID: 20595
Activity No: PRO20250001

This Interagency Agreement ("Agreement") is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155 ("MPCA") and **Minnesota Department of Health**, 601 Robert Street North, St. Paul, Minnesota 55155 ("MDH").

## Recitals

1. MDH to provide **Analytical Testing Services for MPCA for Environmental Samples** ("Project").
2. **WHEREAS,** the MPCA and MDH 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); and
3. **WHEREAS**, the MDH has the authority to enter into Professional or Technical Services pursuant to Minnesota Statute 15.061; and
4. **WHEREAS**, the commissioner of MDH is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed public health services by the department pursuant to Minnesota Statute 144.0742.

## Agreement

### 1. Term of Agreement

**1.1** Effective date. **July 1, 2025**, or the date MPCA obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**1.2** Expiration date. **June 30, 2026**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2. Scope of Work

**A. MDH Duties:**

1. Perform environmental sample analysis for MPCA.
2. Generate and provide MPCA with data elements and reports for each sample analyzed pursuant to this Agreement.
3. A list of MDH's laboratory tests including analysis name, method reference, matrix, and pricing are contained in **Attachment 1,** which is attached and incorporated into this Agreement.
4. Upon written consent from both parties, methods and/or technologies for sample analysis may be altered from those listed in **Attachment 1**, as long as the change is compliant with regulations and the pricing for each test remains unchanged.
5. Perform the environmental sample analysis pursuant to this Agreement using methods approved by the most recent update of 40 CFR Part 136, or final update of the Environmental Protection Agency's publication, SW-846, or as referenced by permit, where applicable.
6. MDH shall make available all MDH environmental sample analytical standard operating procedures electronically within five (5) business days upon MPCA's request.
7. MDH shall make available all MDH Quality Assurance Manuals (QAM) electronically within five (5) business days upon MPCA's request.
8. MDH shall perform analyses and provide data packages within the turnaround times specified in **Attachment 2**, which is attached to and incorporated into this Agreement. MDH shall continuously evaluate its laboratory capacity to ensure it can meet the turnaround times (TAT) for analyzing and reporting submitted samples as documented in **Attachment 2**. If MDH determines, or anticipates, that it cannot meet the TAT requirements, they shall promptly notify the applicable MPCA Project Managers to identify the affected sample number(s) and parameter(s), describe any proposed corrective actions, and include a recommendation on whether the impacted samples should be subcontracted to an MPCA-

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approved laboratory. The MPCA and MDH Liaisons shall mutually agree on a resolution no later than five (5) business days after MDH provides initial notification.

9. Notwithstanding this or any other provision in this Agreement, MDH may in its sole discretion refuse to accept any sample from MPCA for analysis which MDH determines it is unable to analyze for reasons including but not limited to safety concerns or the analysis, analyte, or matrix cannot be analyzed at MDH. The MDH Liaison agrees to immediately notify the MPCA Project Manager if MDH is unable to accept for analysis any or all samples or if MDH cannot meet priority timelines, as listed in **Attachment 2**.
10. MDH agrees to notify MPCA of any sample(s) submitted after the sample(s) holding time(s) have been exceeded. MDH and MPCA will follow this Agreement for disposition of such samples. MDH will continue to process sample(s) received after the holding time(s) have been exceeded and appropriately qualify all analytical results, except for MPCA Remediation and Enforcement Programs (program codes PA, PB, PD, PF, PH, PL, PP, PQ, PZ, QF, QG QS, QU, QW, QX, RB, RG, RK, RT, TB, and TM). The analyses for these samples must be approved by the Project Manager or selected delegate before analysis can proceed.
11. MDH agrees to notify MPCA of any sample(s) received that do not meet the temperature requirements of the applicable analytical method. The majority of analytical methods that are performed by MDH require samples to be received at <6°C, not frozen, therefore MPCA will be notified of any sample(s) that are outside of this range. Additional instructions for sample collectors and submitters can be found within the MDH Environmental Laboratory Sampling and Analysis Guide.
12. Provide emergency environmental sample data by phone or electronic format as soon as possible after the analysis is completed and the required data elements reviewed and provide a PDF within three (3) business days via email to the MPCA Project Manager following completion of review process for all analyses requested on the work order.
13. The MDH reports completed for each sample analyzed must comply with all the report requirements set forth in Minn. R. Ch. 4740.2095, excluding requirements for certification by MDH, documentation related to a commissioner-designated identification number, or identifying test results for which the laboratory is not certified.
14. Reports completed and sent to MPCA for each sample within the turnaround times listed on **Attachment 2**, must contain:
    a. A statement of the condition of the samples upon receipt at the laboratory.
    b. The MPCA project name and number, and two-letter MDH program code.
    c. The MPCA field or sample number and associated laboratory sample number.
    d. A copy of the original Chain of Custody (COC) form accompanying the samples to the laboratory.
    e. Dates of sample preparation and analyses.
    f. A narrative or data qualifiers discussing any irregularities found during the analyses, problems encountered, and corrective actions taken.
    g. If applicable, associated quality control information including the matrix spike/matrix spike duplicate recoveries, duplicate sample concentrations, relative percent difference (RPD) values, qualifiers for out-of-control samples, sample blank concentrations (including trip, method, and field blanks), surrogate recoveries, and laboratory control sample recoveries.
    h. When applicable, data reports shall include atypical information pertaining to the sample analysis, including, but not limited to, exceedance of analysis holding times, broken or spilled sample containers, or samples lacking the required preservative.
15. Report results between the Reporting Limit and the Method Detection Limit (MDL) and qualify those results with a 'J' qualifier, meaning that it is an estimated value, only when requested on the COC form or requested in writing for a specific project. Otherwise, all results will be reported to the Reporting Limit. All of the Per- and Polyfluoroalkyl Substances (PFAS) methods utilized, shall report PFAS results down to the MDL regardless of whether a report to the MDL or any other limit is requested on the COC form. Discontinuation of "J" qualifier reporting may occur in the event of mutual agreement by MPCA and MDH. Specific reporting limits for each method listed in **Attachment 1,** can be found within the Environmental Laboratory Sampling and Analysis Guide at: Environmental Laboratory - MN Dept. of Health (state.mn.us).
16. Report Tentatively Identified Compounds (TIC) only when MPCA specifically requests a report as to a TIC for a specific organic analysis on the COC form. Otherwise, MDH shall not report any TICs as part of any other analysis. Once a report is requested by MPCA, the report shall be provided via e-mail on an Excel

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spreadsheet within five (5) business days.

17. Report results for SM 2320 B 2011 in a simplified manner as Alkalinity, Total (mg/L) rather than the language in SM 2320B 5.a. "*Report pH of endpoint used as follows* "*The alkalinity to pH ____=____ mg/L CaCO3*" *and indicate clearly if this pH corresponds to an inflection point of the titration curve*. Change in reporting may occur in the event of mutual agreement by MPCA and MDH.
18. Format reports as PDF and Electronic Data Deliverables (EDD) documents and maintain a website for the environmental retrieval of public data, according to program-specific requirements. These program-specific requirements can be related to data quality objectives, grant or legislatively stipulated requirements, or other state or federal regulatory requirements associated with the data or other information provided by Public Health Laboratory. Electronic versions of the COC will be maintained by MDH. Web-based data retrieval will be available from the MDH Laboratory Information Management System (LIMS) (Element). The MPCA has developed an Environmental Quality Information System (EQuIS) format for an EDD. This format is called the MPCA LAB MN and is available on a website hosted by EarthSoft. MDH must submit all EDDs to MPCA to be consistent with this format.
19. Reports, results and any information pertaining to samples received by MDH will only be shared with the contact(s) associated with the specific program. Requests for information, including media requests, received by MDH will be forwarded to the primary program contact. Results can be shared by MDH with requestors after receiving written permission from the program manager.
20. Work with MPCA on evaluating the feasibility of submitting EDDs for Remediation, Solid Waste, and 401 Certification programs to the MPCA's Environmental Data Submittal Online Service data portal.
21. Provide copies of applicable environmental laboratory analytical Proficiency Test (PT) or Performance Evaluation (PE) data in a timely manner upon request.
    a. Should two consecutive PT or PE studies fail, even if the field of testing as a whole is deemed to have passed, MDH shall submit corrective action to the Environmental Data Quality Unit at qa.questions.mpca@state.mn.us.
22. Provide copies of the data from any relevant inter-laboratory study in which MDH participates upon request and in a timely manner.
23. Implement COC procedures suitable for accepting, handling, tracking, storing, and securing MPCA environmental samples identified and submitted for possible civil and/or criminal enforcement actions. MDH reserves the right to reject any and all such MPCA environmental samples that lack appropriate documentation and/or signatures for legal transfer of custody.
24. Provide appropriate staff to testify as fact witnesses concerning MDH's sample handling, analysis, data generation, data reporting, interpretation of data results, and chain of custody when such samples analyzed pursuant to this Agreement are part of a civil and/or criminal enforcement action and when requested to do so by MPCA. MDH does not agree, pursuant to this Agreement, to serve as an expert witness in any civil or criminal litigation to which the MPCA may be a party.
25. Provide the appropriate number of environmental sample containers and preservatives to be used by MPCA for collecting and providing samples for analysis pursuant to this Agreement. MDH will comply with Global Harmonized System requirements, which are Occupational Safety and Health Administration labeling requirements for all hazardous chemicals, when shipping preservatives to either the MPCA or any of its designated contractors and/or clients.
26. Provide, consistent with applicable professional and laboratory accreditation standards, the necessary technical expertise, guidance, and observations regarding any occurrences that may affect sample integrity or data quality for analytical methods MDH performs.
27. MDH may, at its discretion, agree to provide data assessment, verification, and validation assistance within the scope of this Agreement to MPCA upon request. These additional services may be subject to an additional charge as outlined in Attachment 1 under Administrative Consult.
28. Seek, obtain, and retain all relevant certifications from nationally recognized laboratory certification authorities, acceptable to the MPCA. MDH shall keep the MPCA Principal Liaison informed of the status of certification.
29. Maintain all raw and supporting data pursuant to this Agreement per MDH Records Retention Schedule requirements and make available to MPCA upon request. Coordinate with MPCA program managers for Record Retention Schedules that are not part of the standard retention schedule.

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30. Dispose of MPCA environmental samples following routine laboratory analysis per the MDH retention schedule, which is at a minimum of 30 days after the data report has been issued. For MPCA environmental samples deemed hazardous or otherwise requiring special handling and/or disposal methods, MDH reserves the right to assess an additional sample disposal fee as outlined in **Attachment 1.**
31. Dispose of ambient surface water samples and analytical waste produced from running the sample analysis performed pursuant to this Agreement that contain or are suspected of containing one or more aquatic invasive species (AIS) according to the established MDH autoclave protocol. MPCA and anyone sampling on behalf of MPCA shall clearly identify AIS samples both on the sample bottle and accompanying COC. Should MDH staff suspect a sample may be an AIS sample but is not identified as such, MDH may treat such sample as an AIS sample and bill MPCA according to the price specified in the current MDH environmental laboratory price list in **Attachment 1**. MDH will notify MPCA prior to any billing for an AIS sample that is not identified correctly via e-mail to the project manager.
32. Meet the requirements specified in project-specific Quality Assurance Project Plans (QAPP) and follow the policies and requirements posted on the MPCA Quality System Web Page: Science and data | Minnesota Pollution Control Agency (state.mn.us).
33. Be responsible for work and actions performed by subcontractors on MPCA samples to be analyzed pursuant to this Agreement.
    a. MDH shall not award any subcontract work for MPCA sample analysis to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity unless the appropriate MPCA project manager has provided written approval. MPCA shall respond to any MDH request to subcontract MPCA sample analysis within three (3) business days of the initial request. MDH shall bill MPCA for any sample analysis conducted by a subcontractor according to the current MDH price list in **Attachment 1**.
    b. All subcontracts shall contain provisions for MPCA inspection access to the subcontractor's books, documents, and records directly pertinent to the subcontracted analytical services.
    c. No subcontract or delegation of work shall relieve or discharge MDH from any obligation, provision, or liability under this Agreement.
    d. MPCA reserves the right to review all standard operating procedures and quality assurance/quality control (QA/QC) manuals directly pertinent to the subcontracted analytical services and check references, and may, at its discretion, deny approval of subcontracting of the Contract.

**B. MPCA Duties:**

1. Submit environmental samples, corresponding documentation, and related materials consistent with all applicable MDH standard operating procedures and protocols.
2. Appropriately identify samples being submitted for possible civil and/or criminal enforcement actions on the COC.
3. Submit COCs in accordance with the MDH Sample Acceptance Policy, contained in **Attachment 4,** which is attached and incorporated into this Agreement.
4. Work with MDH on evaluating how to identify within COC submissions which programs require EDD reports shall be sent to the MPCA Environmental Data Submittal Online Service data portal.
5. Submit environmental samples with holding times greater than 48 hours Monday through Friday during normal business hours of 8:00 AM to 4:30 PM. For submissions after 4:30 PM, MPCA agrees to notify MDH before 12:00 PM on the day of, indicating the type of analysis and number of samples to be submitted via phone at 651-201-5300 or email at Health.Env.OperationsUnit@state.mn.us with a subject line of “Late Submission”. There will be no guarantee a late submission will be accepted and will be handled on a case-by-case basis.
6. Submit environmental samples with at least fifty percent (50%) of the holding time remaining for analysis. If samples are received with less than 50% remaining, MDH cannot guarantee analysis will be completed within the holding time. In these situations, the MPCA will identify the samples that the MPCA will require to be analyzed within holding time and MDH is allowed to charge priority fees. MPCA and MDH agree to assess the impact of this business rule on as needed. This rule does not apply to analyses with an EPA regulated holding time of 48 hours or less.

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a. Analyses with regulated hold times of 48 hours or less must be received with a minimum of four (4) hours remaining, with prior notification of sample arrival to ensure proper sample processing. If less than 4 hours remains, the MDH cannot guarantee the sample(s) will be analyzed within the holding time. MPCA and MDH will meet to establish a procedure to ensure that, if a sample discrepancy is found during processing, it does not result in a delay for proceeding with analysis.
b. MPCA agrees to notify MDH at least 24 hours prior to the anticipated delivery of environmental samples with holding times of 48 hours or less. Should MPCA fail to give MDH such notification, MDH agrees to make a good- faith effort to analyze such samples within their respective maximum holding times according to the specifications set forth in this Agreement. MPCA agrees to submit environmental samples with regulated hold times of 48 hours or less Monday through Thursday between the hours of 8:00 AM and 4:00 PM and prior to 12:00 PM on Friday. If samples with regulated hold times or 48 hours or less must be delivered after 12:00 PM on Friday, MPCA agrees to notify MDH before 12:00 PM on Friday, indicating the type of analysis and number of samples to be submitted via phone at 651-201-5300 or email at Health.Env.OperationsUnit@state.mn.us with a subject line of "Friday Submission."

7. Provide sample transport and shipment coolers to any submitter of MPCA samples to MDH. MDH will return such coolers within five (5) days of MPCA request.
8. Inform MDH of any known hazard associated with environmental samples submitted for analysis on the COC.
9. Prioritize samples by indicating the priority status on the COC. The COC will indicate whether a sample has a standard, priority, or emergency status. MPCA Project Managers will review priority requests and notify MDH if status should be changed.
10. Provide projected workload and/or budget estimates for each of the MPCA project codes to MDH for workload planning purposes by no later than May 1stof the current and every future fiscal year.
11. MPCA shall notify MDH, in a timely manner, of any changes to the original estimated total budget established for environmental laboratory service for the contracted fiscal year.
12. Provide any project-specific quality assurance plans to MDH fifteen (15) business days prior to sending work that must comply with the QAPP.
13. When multiple analytical methods are available for any particular sample, MPCA shall identify on the COC which method MDH should use for sample analysis. If none is specified, MDH will either conduct the analysis according to standard protocols and procedures or contact MPCA for method clarification prior to sample processing.
14. Provide MDH with a list of individuals with whom reports, results and other sample information may be shared for each program. It is the responsibility of MPCA to ensure this list is updated when staff depart. MPCA must provide in writing, authorization for ongoing and one time data requests from third parties before MDH will release any information pertaining to MPCA samples.

**C. MPCA and MDH Joint Duties**

1. MPCA and MDH agree to provide Liaisons to coordinate the exchange of information.
2. Both parties agree to keep current the emergency response contacts, and their telephone numbers as listed in **Attachment 3**, which is attached and incorporated into this Agreement.
3. Both parties agree to provide technical support to the other in terms of method development, problem solving, and joint projects.
4. MPCA grants MDH permission to share all perfluorinated chemicals (PFAS)-containing data with the designated staff person in MDH's Site Assessment and Consultation Unit. In addition, MPCA grants MDH permission to share all PFAS-containing data from Public Water Systems (PWSs) with the designated staff person in the MDH Drinking Water Protection Division. The Program Codes where this is applicable are PE, PL, PP, PT, PV, QW SP, TB and TM

## 3. Consideration and Payment

**3.1 Consideration.** The MPCA will pay for all services performed by MDH under this Agreement as follows:

**(a) Compensation.**

1. MPCA will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes § 16A.124. MPCA will make undisputed payments no later than 30 days after receiving the MDH invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, MPCA will notify MDH within 10 days of discovering the error. After MPCA receives the corrected invoice, MPCA will pay MDH within 30 days of receipt of such invoice.
2. MDH shall bill MPCA monthly for all services performed pursuant to this Agreement, according to the price list included in **Attachment 1**.
3. MDH shall provide MPCA with a projected price list for the upcoming fiscal year by May 1 of the current fiscal year.
4. MPCA shall pay MDH a premium for priority and emergency samples as listed within **Attachment 2**.
5. MPCA shall pay MDH a premium for Level IV Data packet according to the price list included in **Attachment 1.**
6. MPCA shall reimburse MDH for technical consultation, special report writing, staff factual testimony services, analytical method development services, and modification of an analytical report level or reporting to the minimum detection level at the administrative consultation rate as specified in **Attachment 1**.
7. MPCA shall reimburse MDH for requested analytical method development services at the unit developmental rate as specified in **Attachment 1**.
8. MPCA and MDH agree to negotiate the fee for any special project work requested of MDH by MPCA. An amendment to this Agreement will be executed should the special project be outside the scope of this Agreement or result in fees exceeding the Total Obligation as specified below.

**(b) Total Obligation.** The total obligation of MPCA for all compensation and reimbursements to MDH under this Agreement will not exceed **$5,000,000.00 (Five Million Dollars and Zero Cents)**.

The MPCA agrees to reimburse MDH for work under this Agreement starting July 1, 2025.

**3.2 Payment.**

**(a) Invoices.** All services provided by MDH under this Agreement must be performed to MPCA's satisfaction, as determined at the sole discretion of MPCA's Authorized Representatives. No payment will be made for work that does not comply with sampling and analytical protocols or has not been performed in accordance with all applicable Federal and State laws, rules, regulations, and the terms of this Agreement.

MPCA will promptly pay MDH after MDH presents an itemized invoice for the services actually performed and MPCA's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **Monthly.**

Invoices will reference the SWIFT Contract number, the name of MPCA's Authorized Representative and must be submitted electronically to: mpca.ap@state.mn.us. If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The MDH shall submit an invoice for the final payment upon submittal of the final progress and financial report within 15 (fifteen) days of the original or amended end date of this Contract. The MPCA reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

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**(b) Federal Funds.** Payments under this Agreement may be made from federal funds obtained by MPCA through the USEPA. MDH is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by MDH's failure to comply with federal requirements, including those described here: https://www.epa.gov/grants/grant-terms-and-conditions.

MPCA will notify MDH of any encumbrances that include Federal Funding and MPCA will include the most recent notice of award related to that funding at the time of federal funds encumbrance to MDH.

**4. Conditions of Payment**

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

**5. Authorized Representative**

The MPCA Authorized Representatives for the purpose of administration of this Agreement are:

Principal Liaison: **Ashley Olson**, Supervisor, Environmental Data Quality Unit, 520 Lafayette Road North, St. Paul, Minnesota 55155, ashley.olson@state.mn.us, 651-757-2084, or successor or delegate;

Program Manager: **Lindsay Egge,** Program Coordinator, Environmental Analysis & Outcomes Division, 520 Lafayette Road North, St. Paul, Minnesota 55155, lindsay.egge@state.mn.us, 651-757-2860, or successor or delegate;

Program Liaison: **Jakob Weikum,** Quality Assurance Coordinator, Environmental Analysis & Outcomes Division, 714 Lake Avenue, Suite 220, Detroit Lakes, Minnesota 56501, jakob.weikum@state.mn.us, 218-846-8137, or successor or delegate.

If MPCA's Authorized Representatives change at any time during this contract, MPCA must notify MDH within 30 days.

MDH Authorized Representatives for the purposes of administration of this Agreement are:

Principal Liaison: **Stefan Saravia**, Environmental Laboratory Manager, Public Health Laboratory Division, 601 Robert Street North, St. Paul, Minnesota 55164, stefan.saravia@state.mn.us, 651-201-5579, or successor or delegate;

Program Manager: **Cori Dahle**, Environmental Laboratory Operations Supervisor, Public Health Laboratory Division, 601 Robert Street North, St. Paul, Minnesota 55164, cori.dahle@state.mn.us, 651-201-5214, or successor or delegate;

Program Liaison: **Katerina Cronin,** Quality Assurance Officer, Public Health Laboratory Division, 601 Robert Street North, St. Paul, Minnesota 55164, katerina.cronin@state.mn.us, 651-201-5872, or successor or delegate.

If MDH's Authorized Representatives change at any time during this contract, MDH must notify MPCA within 30 days.

**6. Amendments**

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

**7. Liability**

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

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**8. Termination**

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

**9. Clean Water Funding**.

**9.1** Legacy Logo. Minn. Stat. §114D.50 Subd. 4 (f) states: "When practicable, a direct recipient of an appropriation from the clean water fund shall prominently display on the recipient's Web site home page the legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site required under section 3.303, subdivision 10.

Clean Water Land and Legacy Amendment Logo Usage Guidelines:
http://www.legacy.leg.mn/sites/default/files/resources/Legacy_Logo_Guidelines.pdf

Download the Legacy Logo: http://www.legacy.leg.mn/legacy-logo/legacy-logo-download

**9.2** Reporting FTEs. Minn. Stat. §3.303, Subd. 10 (2)(vi) requires that information provided on the Legislative Coordinating Commission's Legacy Fund website must include specific information on all projects receiving funding: "(vi) the number of full-time equivalents funded under the project. For the purposes of this item, "full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088."

**10. Change Orders.**

If MPCA's Project Manager or MDH's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not alter the overall scope of the Project, increase or decrease the overall amount of the Contract, or cause an extension of the term of the Contract. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by MPCA's Project Manager and MDH's Authorized Representative in advance of doing the work. Documented changes will then become an integral and enforceable part of the contract. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The MPCA and MDH reserve the right to refuse any Change Order requests.

## Signatures

| Title | Name | Signature | Date |
|---|---|---|---|
| Encumbrance Verification | Christina Sundgaard | DocuSigned by: Christina Sundgaard E8A76AB9159F409... | July 3, 2025 |
| Accounting Director | Terri Peaslee | DocuSigned by: Terri Peaslee 17FF20C942C24D3... | July 3, 2025 |
| Assistant Division Director | Melissa Lewis | Signed by: Melissa Lewis 5F0F911B6E6D4E8... | July 6, 2025 |

DEPARTMENT OF HEALTH

# Minnesota Department of Health
# Public Health Laboratory Division
# FY 2026 Price List

## General Chemistry

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| Alkalinity as $CaCO_3$ | SM 2320 B 22nd ED<br>SM 2320 B-2011 | Drinking Water<br>Non-potable Water | 30 |
| Ammonia-N | EPA 350.1 | Drinking Water<br>Non-potable Water | 30 |
| Ammonia-N, Dissolved | EPA 350.1 | Drinking Water<br>Non-potable Water | 30 |
| Bromide | EPA 300.1 | Drinking Water<br>Non-potable Water | 33 |
| Chloride 300.1 | EPA 300.1 | Drinking Water<br>Non-potable Water | 28 |
| Chlorophyll *a* | SM 10200 H-2011 | Non-potable Water | 60 |
| Chlorophyll *a* Lab Filter | SM 10200 H-2011 | Non-potable Water | 95 |
| Color | SM 2120 B 22nd ED<br>SM 2120 B-2011 | Drinking Water<br>Non-potable Water | 22 |
| Conductivity | SM 2510 B 22nd ED<br>SM 2510 B-2011 | Drinking Water<br>Non-potable Water | 22 |
| Cyanide | EPA 335.4 | Drinking Water<br>Non-potable Water | 132 |
| Cyanide, Free | SM 4500-$CN^-$ F 22nd ED | Drinking Water | 50 |
| Dissolved Organic Carbon (DOC) | SM 5310 B 22nd ED<br>SM 5310 B-2011 | Drinking Water<br>Non-potable Water | 30 |
| Fluoride | SM 4500-$F^-$ C 22nd ED<br>SM 4500-$F^-$ C-2011 | Drinking Water<br>Non-potable Water | 28 |
| Fluoride, Dissolved | SM 4500-$F^-$ C 22nd ED<br>SM 4500-$F^-$ C-2011 | Drinking Water<br>Non-potable Water | 28 |
| Total Kjeldahl Nitrogen (TKN) | EPA 351.2 | Drinking Water<br>Non-potable Water | 53 |
| Total Kjeldahl Nitrogen, Dissolved (TKN) | EPA 351.2 | Drinking Water<br>Non-potable Water | 53 |
| Lab Filtered | MDH | Drinking Water<br>Non-potable Water | 28 |

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| Nitrate + Nitrite | EPA 353.2 | Drinking Water<br>Non-potable Water | 30 |
| Nitrate + Nitrite, Dissolved | EPA 353.2 | Drinking Water<br>Non-potable Water | 30 |
| Nitrite | SM 4500-$NO_2^-$ B 22nd ED<br>SM 4500-$NO_2^-$ B-2011 | Drinking Water<br>Non-potable Water | 40 |
| Nitrite, Dissolved | SM 4500-$NO_2^-$ B 22nd ED<br>SM 4500-$NO_2^-$ B-2011 | Drinking Water<br>Non-potable Water | 40 |
| Orthophosphate | EPA 365.1 | Drinking Water<br>Non-potable Water | 33 |
| Orthophosphate, Dissolved | EPA 365.1 | Drinking Water<br>Non-potable Water | 33 |
| Pheophytin *a* | SM 10200 H-2011 | Non-potable Water | 22 |
| Phosphorus, Total | EPA 365.1 | Drinking Water<br>Non-potable Water | 30 |
| Phosphorus, Dissolved | EPA 365.1 | Drinking Water<br>Non-potable Water | 30 |
| Silica | SM 4500-$SiO_2$ C 22nd ED<br>SM 4500-$SiO_2$ C-2011 | Drinking Water<br>Non-potable Water | 53 |
| Silica, Dissolved | SM 4500-$SiO_2$ C 22nd ED<br>SM 4500-$SiO_2$ C-2011 | Drinking Water<br>Non-potable Water | 53 |
| Solids, Suspended (TSS) | SM 2540 D 22nd ED<br>SM 2540 D-2011 | Drinking Water<br>Non-potable Water | 33 |
| Solids, Suspended Volatile (TSVS) [1] | SM 2540 E 22nd ED<br>SM 2540 E-2011 | Drinking Water<br>Non-potable Water | 40 |
| Solids, Total Dissolved (TDS) | SM 2540 C 22nd ED<br>SM 2540 C-2011 | Drinking Water<br>Non-potable Water | 50 |
| Solids, Total (TS) | SM 2540 B 22nd ED<br>SM 2540 B-2011 | Drinking Water<br>Non-potable Water | 40 |
| Solids, Total Volatile (TVS) [1] | SM 2540 E 22nd ED<br>SM 2540 E-2011 | Drinking Water<br>Non-potable Water | 45 |
| Sulfate | EPA 300.1 | Drinking Water<br>Non-potable Water | 28 |
| Total Organic Carbon (TOC) | SM 5310 B 22nd ED<br>SM 5310 B-2011 | Drinking Water<br>Non-potable Water | 30 |
| Turbidity | SM 2130 B 22nd ED<br>SM 2130 B-2011 | Drinking Water<br>Non-potable Water | 28 |
| UV Absorbance @ 254 nm | SM 5910 B 22nd ED<br>SM 5910 B-2013 | Drinking Water<br>Non-potable Water | 50 |
| UV Absorbance @ 440 nm | MDH | Drinking Water<br>Non-potable Water | 50 |

[1] Includes price of Total Suspended Solids or Total Solids analysis.

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| UV Absorption, specific [2] | Calculation | Drinking Water<br>Non-potable Water | 0 |

## Microbiology

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| Coliform – MPN – QT | SM 9223 B 22nd ED | Drinking Water | 42 |
| Coliform – PA | SM 9223 B 22nd ED | Drinking Water | 33 |
| Coliform – PA (Surface Source Waters) | SM 9223 B 22nd ED | Drinking Water | 33 |
| E. coli – MPN – QT | SM 9223 B-2004 | Non-potable Water | 42 |

## Metals

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| Aluminum | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Aluminum, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Antimony | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Antimony, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Arsenic | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Arsenic, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Barium | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Barium, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Beryllium | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Beryllium, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Boron | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Boron, Dissolved | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Cadmium | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Cadmium, Dissolved | EPA 200.8 | Drinking Water | 25 |

[2] Calculation. Requires UV Absorbance @ 254 nm & Dissolved Organic Carbon (DOC) for analysis.

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| | EPA 200.8, EPA 6020 | Non-potable Water | |
| Calcium | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Calcium, Dissolved | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Calcium as $CaCO_3$ | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Calcium as $CaCO_3$, Dissolved | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Chromium | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Chromium, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Cobalt | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Cobalt, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Copper | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Copper, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Copper, Low Level | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Copper, Dissolved Low Level | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Hardness | SM 2340 B 22nd ED<br>SM 2340 B-2011 | Drinking Water<br>Non-potable Water | 25 |
| Hardness, Dissolved (6010B) | SM 2340B-2011 | Non-potable Water | 25 |
| Iron | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Iron, Dissolved | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Iron, Low Level | EPA 200.7 | Drinking Water<br>Non-potable Water | 25 |
| Iron, Low Level Dissolved | EPA 200.7 | Drinking Water<br>Non-potable Water | 25 |
| Lab Filtered | MDH | Drinking Water<br>Non-potable Water | 25 |
| Lead | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Lead, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Lithium | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| Lithium, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Magnesium | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Magnesium, Dissolved | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Magnesium as $CaCO_3$ | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Magnesium as $CaCO_3$, Dissolved | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Manganese | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Manganese, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Mercury | EPA 245.1 | Drinking Water<br>Non-potable Water | 80 |
| Mercury, Dissolved | EPA 245.1 | Drinking Water<br>Non-potable Water | 80 |
| Mercury, Methyl | EPA 1630 | Non-potable Water | 175 |
| Mercury, Methyl Dissolved | EPA 1630 | Non-potable Water | 175 |
| Mercury, Ultra Low Level | EPA 1631E | Drinking Water<br>Non-potable Water | 95 |
| Mercury, Dissolved Ultra Low Level | EPA 1631E | Drinking Water<br>Non-potable Water | 95 |
| Metals Quick Scan (Not Regulatory Compliant) | MDH | Drinking Water<br>Non-potable Water | 20 |
| Molybdenum | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Molybdenum, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Nickel | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Nickel, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Potassium | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Potassium, Dissolved | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Selenium | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Selenium, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Silver | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| Silver, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Sodium | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Sodium, Dissolved | EPA 200.7<br>EPA 200.7, EPA 6010B | Drinking Water<br>Non-potable Water | 25 |
| Strontium | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Strontium, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Thallium | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Thallium, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Titanium | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Titanium, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Uranium | EPA 200.8 | Drinking Water<br>Non-potable Water | 30 |
| Vanadium | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Vanadium, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Zinc | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |
| Zinc, Dissolved | EPA 200.8<br>EPA 200.8, EPA 6020 | Drinking Water<br>Non-potable Water | 25 |

Attachment 1

## Radiochemistry

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| Alpha and Beta, gross | MDH | Air<br>Wipe | 60 |
| Alpha and Beta, gross | EPA 900.0 | Drinking Water<br>Non-potable Water | 110 |
| Alpha, gross | EPA 900.0 | Drinking Water<br>Non-potable Water | 105 |
| Gamma | SM 7120 B 22nd ED | Air<br>Biological Materials<br>Drinking Water<br>Solid and Chem. Mat.<br>Wipe | 170 |
| Gamma | SM 7120 B-2011 | Non-potable Water | 170 |
| Ni-63 Wipes | MDH | Wipe | 60 |
| Radium 226/228 | EPA 903.0 Rev 1/904.0 | Drinking Water | 330 |
| Strontium, Milk | EPA 520/5-84-006 | Biological Material | 415 |
| Strontium Solid Phase | SRW01VBS | Non-potable Water | 230 |
| Tritium | EPA 600/4-75-008 | Drinking Water<br>Non-potable Water | 110 |

Attachment 1

## Organic Chemistry

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| 1,4-Dioxane | MDH 522 | Drinking Water<br>Non-potable Water | 195 |
| BNA 505 | EPA 505 | Drinking Water | 155 |
| BNA 525.2 | EPA 525.2 | Drinking Water | 260 |
| Carbamates in Water | EPA 531.2 | Drinking Water | 195 |
| EDB & DBCP in Water | EPA 504.1 | Drinking Water<br>Non-potable Water | 185 |
| Glyphosate in Water | EPA 547 | Drinking Water | 165 |
| HAA in Water | EPA 552.3 | Drinking Water | 275 |
| Herbicides in Water | EPA 515.4 | Drinking Water | 295 |
| PFAS in Water | EPA 1633Mod | Non-potable Water | 500 |
| PFAS in Water | EPA 533 | Drinking Water<br>Non-potable Water | 425 |
| THMs in Water | EPA 524.3 | Drinking Water | 115 |
| VOCs in Water 524, Low Level | EPA 524.3 | Drinking Water<br>Non-potable Water | 140 |
| VOCs in Water 524, Low Level MDL | EPA 524.3 | Drinking Water<br>Non-potable Water | 140 |
| VOCs in Water 8260 | EPA 8260D | Drinking Water<br>Non-potable Water | 140 |

Attachment 1

## Biomonitoring [3]

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| Arsenic Speciation in Urine | MDH | Urine | 220 |
| Blood Metals | MDH | Blood | 165 |
| Comprehensive Drug Screen (HRMS) | MDH | Blood<br>Plasma<br>Serum<br>Urine | 550 |
| Creatinine | MDH | Urine | 35 |
| Cyanide in Whole Blood | MDH | Blood | 125 |
| Environmental Phenols in Urine | MDH | Urine | 385 |
| Flame Retardants in Urine | MDH | Urine | 385 |
| Glyphosate in Urine | MDH | Urine | 175 |
| Hydroxy PAHs in Urine | MDH | Urine | 250 |
| Mercury in Urine | MDH | Urine | 140 |
| Metals in Urine | MDH | Urine | 175 [4] |
| Pesticides in Urine | MDH | Urine | 385 |
| PFAS in Milk | MDH | Milk | 385 |
| PFAS in Plasma | MDH | Plasma | 385 |
| PFAS in Serum | MDH | Serum | 385 |
| Phthalates in Urine | MDH | Urine | 385 |
| Urine Specific Gravity | MDH | Urine | 20 |
| VOCs in Blood/Serum | MDH | Blood<br>Serum | 140 |

[3] Requires prior approval.

[4] Cost for the first 10 metals. Each additional metal $25 each.

Attachment 1

## Additional Analyses Requiring Prior Approval

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| Anatoxin-a Low Level | Abraxis Method 520060 | Non-potable Water | 215 |
| BTZs and BTHs in Water | MDH | Non-potable Water | 220 |
| Drugs in Water | MDH | Non-potable Water | 220 |
| Estrogens in Water | MDH | Non-potable Water | 385 |
| Heterotrophic Plate Count | SimPlate | Drinking Water<br>Non-potable Water | TBD [5] |
| Metals Analysis by XRF | MDH | Solid and Chem. Mat. | 20 |
| Microcystin | Abraxis Method 520011 | Non-potable Water | 80 |
| Non-Targeted Analysis | MDH | Non-potable Water | TBD [5] |
| PFAS in Fish | EPA 1633Mod | Biological Materials | 500 |
| Sand | Petrology of Sedimentary Rocks, 2nd ED | Drinking Water<br>Non-potable Water | 55 |
| Steroids in Cream | MDH | Solid and Chem. Mat | 250 |

[5] Contact lab for current price.

## Operations and Quality Control

| Analysis Name | Method Reference | Matrix | FY 26 Price ($) |
|---|---|---|---|
| Administrative Consult [6] | MDH | Air<br>Drinking Water<br>Non-potable Water<br>Solid and Chem. Mat.<br>Wipe | 100 [6] |
| Administrative Fee [7] | MDH | Air<br>Drinking Water<br>Non-potable Water<br>Solid and Chem. Mat.<br>Wipe | Varies [7] |
| Autoclave, Sample disposal | MDH | Air<br>Drinking Water<br>Non-potable Water | 5 |
| Civil Chain of Custody | MDH | Air<br>Drinking Water<br>Non-potable Water<br>Solid and Chem. Mat. | 30 |
| Criminal Chain of Custody | MDH | Air<br>Drinking Water<br>Non-potable Water<br>Solid and Chem. Mat. | 40 |
| Developmental Rate [6] | MDH | Air<br>Drinking Water<br>Non-potable Water<br>Solid and Chem. Mat.<br>Wipe | 100 [6] |
| Level IV Data Packet | MDH | Drinking Water<br>Non-potable Water | 100 per sample |
| Sample Containers [8] | MDH | Air<br>Drinking Water<br>Non-potable Water<br>Solid and Chem. Mat. | 5 [8] |
| Special Handling/Disposal Fee | MDH | Air<br>Drinking Water<br>Non-potable Water<br>Wipe | 20 |
| Subcontract [9] | MDH | Drinking Water<br>Non-potable Water<br>Solid and Chem. Mat. | Varies [9] |

[6] This analysis is billed on a per hour basis.
[7] This fee is charged per subcontracted sample and will range from $5 to $20 based on the total per sample subcontract amount.
[8] Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.
[9] This analysis is billed based on subcontract lab fee for the analysis requested and the current MDH indirect rate.

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# Attachment 2

**Maximum Turn-Around-Times (TATs) and Priority Options**

| | Standard TAT | Priority TAT * | Emergency TAT ** |
|---|---|---|---|
| **Inorganic Chemistry and Microbiology** | 21 days | 7 days | 3 days |
| **Organic Chemistry** | | | |
| Volatiles | 21 days | 7 days | 1 day |
| Non-Volatiles | 21 days | 7 days | 3 days |
| **Radiation** | | | |
| Gamma | 25 days | 7 days | 3 days |
| Alpha/Beta | 70 days | 35 days | 5 days |
| All other Radchem Analyses | 70 days | 35 days | N/A ‡ |

‡N/A= Not applicable

**Days**= Monday-Friday (excluding State Holidays)

**Normal Business Hours**= 8:00 a.m. to 4:30 p.m.

***** Priority samples are assessed a 50% surcharge

****** Emergency samples are assessed a 100% surcharge when accepted and analyzed during regular laboratory business hours and are assessed a 150% surcharge at all other times.

TAT: Length of time elapsed between the time the laboratory receives the sample and COC and the time the analytical data is available to Minnesota Pollution Control Agency (MPCA).

MPCA may request that priority and emergency sample analytical data be phoned or emailed as soon as analysis has been reviewed and finalized.
MPCA may request the prioritization of surface water data used for the assessment of designated waters within Minnesota watersheds. Data used for these assessments shall be submitted annually by November 1. The MPCA shall provide a designation for these priority water samples.

MDH and MPCA agree to negotiate special project data report times. MPCA acknowledges that unusual or difficult sample matrices may require additional time for preparation, extraction, digestion, or analysis. MDH agrees to inform MPCA when this occurs and give MPCA an estimated time of completion and any additional charges.

MDH shall accept emergency response samples within a four-hour notice period, twenty-four hours a day, including weekends and holidays. Emergency response samples are samples of public health significance submitted for analysis outside either the laboratory's normal compliance monitoring scope of work or project plan.

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# Attachment 3

## Emergency Contact List

| MINNESOTA DEPARTMENT OF HEALTH (PUBLIC HEALTH LAB): | | |
|---|---|---|
| | **WORK** | **CELL** |
| **General Environmental**<br>M-F 8:00 am to 4:30 pm | 651-201-5300 | |
| **CT/Rad Cell** (24 Hours)<br>Chemical terrorism and radiation emergency response | | 612-282-3750 |
| **Stefan Saravia**<br>Environmental Laboratory Manager | 651-201-5579 | |
| **Cori Dahle**<br>Environmental Laboratory Operations Unit Supervisor | 651-201-5214 | |
| **Jeff Brenner**<br>Inorganic Chemistry Unit Supervisor | 651-201-5353 | 651-263-3486 |
| **Mark Lunda**<br>Sample Receiving Unit Supervisor | 651-201-3959 | |
| **Jason Peterson**<br>Chemical Threats and Biomonitoring Unit Supervisor | 651-201-5356 | |
| **Shane Olund**<br>Emerging Contaminants Unit Supervisor | 651-201-5357 | |
| **Keeli Ott**<br>Organic Chemistry Unit Supervisor | 651-201-4421 | |
| **Katerina Cronin**<br>Quality Assurance Officer | 651-201-5872 | |
| **Jill Simonetti**<br>Public Health Laboratory Asst. Director | 651-201-5469 | |
| **Sara Vetter**<br>Public Health Laboratory Director | 651-201-5255 | |

| MINNESOTA POLLUTION CONTROL AGENCY: | | |
|---|---|---|
| | **WORK** | **PAGER/CELL** |
| **Katie Rinker**<br>Environmental Analysis & Outcomes,<br>Data Quality Section Manager | 651-757-2794 | |
| **Ashley Olson**<br>Environmental Analysis & Outcome, Environmental Data Quality Supervisor | 651-757-2084 | |
| **April Andrews**<br>Environmental Analysis & Outcome, Environmental Data Management Supervisor | 651-757-2363 | |
| **Lindsay Egge**<br>Environmental Analysis & Outcomes<br>Project Manager | 651-757-2860 | |
| **Jakob Weikum**<br>Environmental Analysis & Outcomes,<br>QAC | 218-846-8137 | |
| **Gregory Small**<br>Remediation Division,<br>Superfund & Site Assessment Programs | 651-757-2304 | |
| **Dorene Fier-Tucker**<br>Operations,<br>Emergency Management Unit Supervisor | 651-757-2161 | 612-840-4684 |
| **Jennifer Thoreson**<br>Environmental Analysis & Outcomes, WQ QAC<br>Wastewater Lab Certification Program Manager | 651-757-2805 | |

# Minnesota Department of Health
## Environmental Laboratory
## Sample Acceptance Policy

The Environmental Laboratory (ENV) defines the minimum level of acceptability by the requirements in federal and state laws and regulations, and agreements established with clients and/or projects. ENV used the requirements from these sources to create this Sample Acceptance Policy.

The acceptance criteria for valid submissions are listed below. If a submission is missing required information or contains discrepant information, ENV will note that the submission does not conform to this sample acceptance policy and, if appropriate, holds the sample(s) in a secure area of the lab under proper environmental conditions. ENV staff will contact the responsible party and attempt to resolve the issues, if possible, otherwise the laboratory must reject the sample(s). ENV may be able to test the sample(s) after obtaining more information from the submitter, however not all issues will be able to be resolved, as identified below. Samples authorized for analysis while not meeting these requirements will result in data qualifiers as indicated.

**The following items are <u>required</u> for a valid sample submission. Samples authorized for analysis while failing to include this information with a submission will result with data qualified as not meeting this sample acceptance policy.**

- A properly completed chain of custody form (COC) must be submitted with the associated sample containers.
  - At a minimum, a properly completed COC must include the following information:
    - Sample ID and/or location
    - Date and time of collection (a.m./p.m. clearly identified or 24-hour clock is assumed)
    - Collector's name
    - Preservation type
    - Sample type (i.e. routine/base, quality control, recollect, investigative, etc.)
    - Sample matrix
    - Sample analysis requested
    - Sample comments, if applicable
- Samples must be relinquished to ENV through a signature manifest on COC.

**The following items are <u>required</u> to analyze samples and supply valid results. Collector/project manager will be notified of failure(s), and if sample(s) are authorized for analysis while failing to adhere to these requirements, it will result in data qualified indicating results cannot be used for compliance purposes.**

- Sample containers must be appropriate for the requested analyses, and undamaged or uncompromised.
- Sample containers must be received within the method-specified holding time.
- Sample containers must be properly chemically and thermally preserved, per method-specified requirements.
- Sample vials for volatile organic compounds must be submitted without headspace (air bubbles cannot exceed 6mm in diameter), per method-specified requirements.
- Sample collection must occur before the expiration date listed on container.
- Sample containers submitted for civil or criminal chain-of-custody must be received with no evidence of tampering (e.g. broken custody seals).

**The following items are <u>required</u> to analyze samples and supply valid results. Failure to adhere to these requirements will result in samples being rejected and a resample requested. If resampling is not feasible and analysis proceeds, it will result in data qualified indicating results cannot be used for compliance purposes.**

- Sample container(s) must be labeled with unique identifying information that clearly links the container(s) to one, and only one, sample point on the COC.
- Sample containers must be properly filled and sufficient sample volume received to perform analyses requested.

**The following items will be recorded and retained by ENV, but will not result in client communication or data qualifiers.**

- No collection year on COC – ENV will assume the sample was collected within the past 12 months.
- Fields on a COC that are not identified as a requirement for a valid submission which are left blank at the time of submission will be left blank in the ENV laboratory information management system.
- Container labels should be water-resistant. Both labels and COC should be completed using indelible ink.
- Incorrect edits on the COC and/or sample labels. Edits must be done using a single strike-through, initialed and dated.

If you have questions or comments about this policy or about samples you have submitted to ENV, please contact the Operations Unit at 651-201-5300, or by email at health.PHL-Environmental-Lab@state.mn.us.



DEPARTMENT OF HEALTH

Environmental Laboratory
601 Robert S N, St. Paul, MN 55164
(651) 201-5300

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DEPARTMENT OF HUMAN SERVICES

# Interagency Agreement
# Quality Assurance Review (QAR)

This Interagency Agreement, and all amendments and supplements to this agreement (AGREEMENT), is between the Minnesota Department of Human Services, Nursing Facility Rates & Policy Division (DHS) and Minnesota Department of Health (MDH). (This AGREEMENT refers to the DHS and the 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).

The MDH, pursuant to Minnesota Statutes, section 144.0724; is designated to establish, administer and review resident reimbursement classifications, is responsible for the development and maintenance of the Minimum Data Set (MDS) tool, and serves as the repository for this data, which is used to determine Minnesota Medical Assistance (MA) nursing home reimbursement rates and quality assurance information.

THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date**. This AGREEMENT is effective on **July 1, 2025,** 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.** This AGREEMENT remains in effect through **June 30, 2027**, 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 this AGREEMENT to comply with the following provisions of this AGREEMENT: 7. "Liability," and 10. "Information Privacy and Security."

## 2. DUTIES

**2.1. MDH's Duties:**

The MDH must:

1. Maintain a case mix review system based on the federal Minimum Data Set (MDS) as specified under 42 C.F.R. § 483.20 and upgrade as needed to ensure compliance with the latest version of the MDS. Develop software programs using the latest version of the MDS, to perform all data extraction, classification, notification, review, and audit functions required for the determination of nursing home rates and the transmission of this data to the Minnesota Department of Human

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Services (DHS). Maintain an electronic archival system of all case mix manuals, case mix policies, procedures and forms documenting and dating any changes and making all archival documents available to DHS upon request.

2. Conduct audits of MDS items included in the Minnesota risk-adjusted quality indicators.
3. Establish and implement resident reimbursement classifications in accordance with Minnesota Statutes, sections 144.0724 and 256R.17.
4. Conduct audits of resident reimbursement classifications, pursuant to Minnesota Statutes, section 144.0724, subd. 9.
5. Conduct up to sixteen (16) Nursing Facility (NF) reviews annually of NF/Institutions for Persons with Mental Disease (IMDs) or potential NF/IMDs identified by DHS, utilizing federal IMD classification criteria.
6. Collect and provide to DHS data, reports and information related to: case mix resident reimbursement classifications, the Minnesota risk-adjusted quality indicators, the NF/IMD review process and/or other activities covered under this AGREEMENT, as may be deemed useful and necessary by DHS. Data shall be provided in formats and according to schedules mutually agreed upon by the DHS and MDH. This data shall be utilized to develop outcome and performance measurements, administer contracts for services as mandated by Minnesota Statutes, section 256R.16, and otherwise determine value, results, and outcomes for long-term care purchasing and determine eligibility for participation in the Medical Assistance (MA) program.
7. Provide the DHS authorized representative with copies of all communications from the CMS that represent changes in policy or procedure regarding the performance of contracted duties. MDH shall provide copies of written notices, letters, budget agreements, performance reports or other documents received from CMS or Health and Human Services (HHS) that relate to the performance of duties under this AGREEMENT.
8. Provide staff in sufficient number (subject to budgetary limitations) and of composition and qualifications to ensure that the requirements of this AGREEMENT are met. If sufficient resources are not available to meet these requirements, MDH shall notify DHS, and a coordinated effort shall be made to obtain sufficient resources from the state legislature and/or CMS.
9. Conduct periodic educational programs, using available resources, for; provider staff, residents (or their representatives), and representative provider organizations, to present current regulations, procedures and policies related to the activities covered under this AGREEMENT.
10. Provide to DHS, within available resources, policy consultation and/or support on issues related to the duties and provisions outlined in this AGREEMENT.
11. Retain records of information in accordance with federal and state record retention schedules.
12. Hold semi-annual meetings with DHS Contract Manager, to discuss provisions and activities covered under this AGREEMENT.

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13. Maintain reporting responsibilities, as outlined in Minnesota Statutes 144.05, subd. 6 and 7.

**2.2. DHS's Duties:**
DHS must:

1. Designate up to sixteen (16) NF/IMDs or potential NF/IMDs to be reviewed annually by the MDH. DHS will provide this information by October 1st of each year. Upon request, DHS will provide in-service training on IMD classification criteria to MDH staff assigned to perform these reviews.

2. Inform MDH case-mix staff of issues concerning the payments file provided by the MDH or other issues requiring investigation by the MDH.

3. Issue timely payment for services provided under this AGREEMENT, upon receipt of a complete invoice from MDH, assuming the availability of funds as outlined under the terms of payment.

## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DHS will provide consideration for all services that MDH performs under this AGREEMENT as follows:

**3.2. Terms of Payment.**

1. DHS will act as fiscal intermediary between MDH and the Centers for Medicare and Medicaid Services (CMS). Based on the invoiced estimates submitted by MDH, DHS will draw federal fiscal matching funds. Federal matching funds drawn will not exceed the appropriate match percentage based on the information on MDH invoices. Invoices must be approved for payment by the DHS authorized representative. This AGREEMENT does not establish a limit on federal fiscal matching funds that can be drawn based on MDH invoices and available funds.

2. MDH shall provide the non-federal share of all expenditures for which federal revenue is claimed. In addition, MDH shall ensure that all non-federal matching funds come from sources other than federal funds or funds used to match other federal funds.

3. MDH shall submit **quarterly** invoices to the DHS authorized representative for approval, requesting the actual federal share needed for only that quarter's expenditures for the activities performed under this AGREEMENT. These invoices shall identify expenditures eligible for state and Federal Financial Participation (FFP). Two separate invoices must be submitted which clearly itemize costs: one invoice at the fifty percent (50%) rate of FFP and one at the seventy-five percent rate (75%) rate of FFP. DHS is not obligated to process payment to MDH unless a detailed, itemized breakdown of costs and rates of federal financial participation is received

4. DHS will submit payments to MDH based on invoices submitted, within ten (10) business days of receipt of a complete itemized invoice along with the required supporting documentation.

5. Revised expenditure reports can and shall be submitted to DHS by the MDH when appropriate and in compliance with regulations and contractual requirements. DHS will make additional payments to MDH, if necessary, based on either the final reconciliation or revised invoices and only to the

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extent federal awards are available. If overpayments have been made for the prior operating year, based on the final reconciliation, MDH shall refund the overpayment to DHS within five (5) business days from the date the accounting codes are provided by DHS to MDH.

6. All expenditure reports and other reports shall be prepared in accordance with budget and accounting standards adopted by the State of Minnesota. MDH shall furnish or make available information on any accounts, expenditures or reports as requested by DHS or as may be necessary for audit purposes.

**3.3. Total Obligation.** This AGREEMENT does not establish a limit on the total obligation for all compensation and reimbursements to MDH.

**3.4. Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, the DHS shall notify MDH immediately of changes to available funding that could impact reimbursement under this AGREEMENT or the need to terminate this AGREEMENT. In the event of such termination, MDH shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award.

*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 these obligations in the Health and Human Services Grants Policy Statement,[1] in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this AGREEMENT, DHS and MDH agree to comply with all pass-through requirements, including each party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities)[2] and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).[3]

1. MDH*'s Name*: **Minnesota Department of Health (MDH**).

[1] https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf
[2] https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.332
[3] https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFRfd0932e473d10ba?toc=1

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2. MDH*'s Unique Entity Identifier*: **DHQVY2WCVHC5.** Effective April 4, 2022, the Unique Entity Identifier is the 12-character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match GRANTEE's name.
3. *Federal Award Identification Number (FAIN)*: **2505MN5ADM, 2605MN5ADM and 2705MN5ADM.**
4. *Federal Award Date*: **Ongoing quarterly**.
5. *AGREEMENT (subaward) Period of Performance*: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
6. *AGREEMENT (subaward) Budget Period Start and End Date*: **July 1, 2025, through June 30, 2026.**
7. *Amount of federal funds obligated to* MDH *(subrecipient) in this AGREEMENT*: **see section 3.3 of this AGREEMENT.**
8. *Total amount of federal funds committed to the* MDH *(subrecipient), including this AGREEMENT:* **see section 3.3 of this AGREEMENT.**
9. *Total Amount of the Federal Award from which the funds to the GRANTEE (subrecipient) are drawn:* **see section 3.3 of this AGREEMENT.**
10. *Federal Award Project description:* **Medicaid Agency Administration.**
11. *Name*:
    - **A.** Federal Awarding Agency: **Department of Health and Human Services (HHS), Centers for Medicare and Medicaid Services (CMS).**
    - B. MN Dept. of Human Services (DHS).
    - C. Name and Contact information of DHS's awarding official: **Ermias Kifle, (651) 431-3755, ermias.kifle@state.mn.us**
12. *Assistance Listings Number & Name* (formerly known as CFDA No.)*:* **93.778**.
13. *Is this federal award related to research and development?:* ☐ Yes ☒ No
14. *Indirect Cost Rate for the* MDH *is:* **Fifteen percent (15%)**.

**4. CONDITIONS OF PAYMENT**. The 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 **Munna Yasiri, Compliance & Intergovernmental Relations Director for the Nursing Facility Rates & Policy (NFRP) Division** or successor. Phone and email: **(651) 431-2264, munna.yasiri@state.mn.us**. This representative has final authority for accepting MDH 's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

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**5.2. MDH.** MDH's authorized representative is **Maria King, Division Director of the Health Regulation Division** or successor. Phone and email: **(507) 344-2716, maria.king@state.mn.us**. MDH will immediately notify DHS if MDH's authorized representative changes at any time during this AGREEMENT.

**5.3. Information Privacy and Security.** MDH's responsible authority is **Maria King, Division Director for the Health Regulation Division** or successor for complying with data privacy and security for this AGREEMENT. Phone and email: **(507) 344-2716, maria.king@state.mn.us**.

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

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

**8. TERMINATION.** Either AGENCY may cancel this AGREEMENT at any time, with or without cause, upon thirty (30) days written notice to the other AGENCY. If either AGENCY cancels this AGREEMENT, the MDH will receive payment, determined on a pro rata basis, for work or services satisfactorily performed. Any funds paid to the MDH under this AGREEMENT that have not been expended in accordance with the provisions of this AGREEMENT shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such funds.

**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 subclauses 10.1 and 10.2, in its capacity in performing duties under this AGREEMENT, MDH must comply with the provisions of the Data Practices Act under Minn. Stat., Ch. 13.

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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.** In its capacity in performing duties under this under this AGREEMENT, MDH is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by MDH performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.

**10.5.** If MDH receives a request to release data created, collected, received, stored, used, maintained or disseminated 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.

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

**10.7.** 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.**

This AGREEMENT shall be read in a manner consistent with Title XIX of the Social Security Act, 42 C.F.R., and the regulations and rules promulgated thereunder, and with other policies and directives issued by the Centers for Medicare and Medicaid Services (CMS), as authorized by the U.S. Department of Health and Human Services (HHS), and Minnesota Statutes, chapters 256B, 256R, 144 and 144A.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

Signature Page Follows

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DEPARTMENT OF HUMAN SERVICES

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: DocuSigned by: Angela Lofgren 53AD6200B0B8428...

Date: 6/11/2025

SWIFT Contract No: 270902

SWIFT PO #: 3000119616

2. MDH

By: DocuSigned by: Terri Peaslee 17FF20C942C24D3...

Title: Accounting Director

Date: 6/11/2025

3. DHS

By: Signed by: Mor Vue 6C2E4353B4AE4B4...

With delegated authority

Title: Deputy Assistant Commissioner

Date: 6/11/2025

Distribution:
DHS – Original (fully executed) AGREEMENT
MDH -
Contracts and Legal Compliance, Contracts Unit- #0238

Docusign Envelope ID: CF991AB2-F0BB-4345-9BBA-B67947B50B12

DEPARTMENT OF HUMAN SERVICES

# Interagency Agreement
# Survey and Certification

This Interagency Agreement, and all amendments and supplements to this agreement (AGREEMENT), is between the Minnesota Department of Human Services, Nursing Facility Rates & Policy (NFRP) Division (DHS) and Minnesota Department of Health (MDH). (This AGREEMENT refers to the 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**. This AGREEMENT is effective on **July 1, 2025,** 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.** This AGREEMENT remains in effect through **June 30, 2027,** 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 this AGREEMENT to comply with the following provisions of this AGREEMENT: 7. "Liability," and 10. "Information Privacy and Security."

## 2. DUTIES

**2.1. MDH's Duties:**

The MDH must:

1. Conduct surveys, licensure, certification, and complaint investigations in accordance with federal requirements specified in 42 C.F.R. § 488. These activities shall be conducted for Nursing Facilities (NFs), Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFs/IID, Home Health Agencies (HHAs) and Psychiatric Residential Treatment Facilities (PRTFs) to determine eligibility to participate in the Medicaid program.

2. Impose sanctions as specified under federal law, 42 C.F.R. § 488, for providers that do not meet the Medicaid program requirements of participation.

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3. Provide to DHS, information on reviews or surveys of providers found to be out of compliance. Where MDH has recommended or imposed sanctions due to provider non-compliance such as termination, state monitoring, denial of payment or the imposition of monetary penalties. The MDH must concurrently notify the DHS's authorized representative and the provider, of these sanctions. The MDH must notify the DHS's authorized representative within two (2) business days, in cases where a provider has been notified of an immediate jeopardy.
4. Conduct timely complaint investigations regarding resident abuse, neglect or misappropriation of resident property by a nursing assistant or any other individual providing services, in accordance with 42 C.F.R. § 483.12 and Chapter 5 of the state operations manual. The MDH shall report each confirmed case of resident abuse, neglect, or misappropriation of resident property by a nursing assistant to the Minnesota Nursing Assistant Registry, or to any other appropriate licensing authority, board, or other authorities within ten (10) days of substantiation of the incident.
5. Provide the DHS Medicaid provider enrollment area summary information regarding certification of new Medicaid providers, terminations and changes in facility bed count or ownership.
6. Implement action plans included in the annual survey and certification quality improvement report required under Minnesota Statutes, section 144A.10, subd. 17 and as identified by Centers for Medicare and Medicaid Services (CMS) state survey agency quality improvement efforts. The MDH will notify the DHS authorized representative when the annual report has been published, and when CMS has requested survey agency action on a quality improvement issue.
7. Maintain and retain records of all information and reports used in determining whether facilities meet federal requirements of participation, as specified in 42 C.F.R. § 488.
8. Collect and provide data, reports and information related to survey, certification and compliance, nursing assistant training and competency evaluation, the nursing assistant registry, and other activities covered under this AGREEMENT, in formats and schedules mutually agreed upon and/or as deemed useful and necessary by DHS.
9. Provide the DHS's authorized representative copies of all communications from CMS that represent changes in policy or procedure about the performance of contracted duties. The MDH shall provide copies of written notices, letters, budget agreements, performance reports or other documents received from CMS or HHS (Health and Human Services) that relate to the performance of duties under this AGREEMENT.
10. Designate state-approved nursing assistant training and competency evaluation programs. The MDH or its contractor shall review and approve nursing assistant training and competency evaluation programs at a frequency and using a methodology consistent with federal regulations

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in 42 C.F.R. § 483.152 and has responsibility for maintaining the security of the state-approved competency evaluation program.

11. Maintain a registry of individuals who have satisfactorily completed an approved nursing assistant competency evaluation program or an approved nursing assistant training and competency evaluation program, in accordance with 42 C.F.R. § 483.156.

12. Conduct periodic educational programs when requested and within available resources for: Medicaid provider staff, residents (or their representatives), and representative trade organizations on current regulations, procedures and policies related to the survey, certification, and enforcement process.

13. Provide to DHS, policy consultation and/or support on issues related to the duties and provisions outlined in this AGREEMENT.

14. Hold semi-annual meetings with the DHS's authorized representative, to discuss provisions and activities covered under this AGREEMENT.

15. Provide a staff representative to the state Civil Monetary Penalty (CMP) Committee; consisting of representatives from DHS, the MDH, the Office of Ombudsmen for Long-Term Care, and industry and public representatives. The MDH shall appoint two (2) public representatives to the CMP Committee.

**2.2. DHS's Duties:**

DHS must:

1. Issue Medicaid provider agreements to qualified Medicaid providers that are certified or licensed by the MDH.

2. Share information with the MDH related to Medicaid provider non-compliance with licensing and/or certification requirements.

3. Maintain a separate dedicated account for the collection and disbursement of CMP funds. DHS will ensure these funds are not commingled with other non-CMP funds and that the fund administration uses adhere to federal requirements under 42 C.F.R. § 488 and Section 1919 of 42 U.S.C. 1396r . DHS will ensure that all projects are approved by CMS. DHS, as the administrator of said funds and account, is authorized to transfer funds as needed to the MDH, other state agencies and other entities to cover costs associated with approved projects. DHS is also authorized to execute contracts for approved projects and services. DHS is responsible for payment of approved projects in a timely manner utilizing these funds. DHS is responsible for

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reporting on the use of said funds to CMS and any other federal entities requesting information on the use of these funds.

4. Serve as the lead agency for the state CMP Committee by operating the Committee in a manner consistent with CMS guidelines, making recommendations to CMS related to the use of CMP funds, and complying with CMS reporting requirements. The DHS will provide sufficient staffing to administer the CMP program, CMP grants and contracts, and to implement and review projects. The DHS will provide staff representation to the CMP Committee, consisting of representatives from DHS, the MDH, the Office of Ombudsmen for Long-Term Care, and industry and public representatives.

**3. CONSIDERATION AND TERMS OF PAYMENT**

**3.1. Consideration.** DHS will provide consideration for all services that MDH performs under this AGREEMENT as follows:

**3.2. Terms of Payment.**

1. DHS will act as fiscal intermediary between the MDH and CMS. MDH will submit cost estimates of the work under this AGREEMENT to CMS. DHS will draw federal fiscal matching funds based on the invoices submitted by the MDH and approved for payment by the DHS's authorized representative.
2. MDH shall provide the non-federal share of all expenditures for which federal revenue is claimed. In addition, MDH shall ensure that all non-federal matching funds come from sources other than federal funds or funds used to match other federal funds.
3. MDH shall submit **quarterly** estimates to CMS on a timely basis, for anticipated costs (federal share) for all survey, certification and other activities performed under this AGREEMENT. In accordance with Chapter 4 of the CMS State Operations Manual, MDH must prepare estimates of allowable costs at the applicable Federal Financial Participation (FFP) rates for the Medicaid share of survey and certification activities for applicable providers, as well as subcontracted work related to survey and certification activities. In addition, MDH must submit estimates for any other direct costs not accounted for under previous classifications, as well as a separate line item for costs associated with the Nurse Aide Registry (NAR) or Nurse Aide Training and Competency Evaluation Program (NATCEP) activities and the total direct costs. Indirect costs must be reported at the federal negotiated and approved rate for use during the budget fiscal year, together with the line-item base against which it is applied. Expenditures in this category must not be duplicated under direct costs.
4. MDH shall submit **quarterly** invoices to DHS requesting the anticipated or actual federal share needed for only that quarter's expenditures for the activities performed under this AGREEMENT. In accordance with Chapter 4 of the CMS State Operations Manual, the FFP Medicaid share for nursing home survey and certification activities is seventy-five percent (75%) and the FFP Medicaid share for survey and certification activities related to ICFs/IID is seventy-five (75%) for

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salaries, fringe benefits, travel, and training. All other costs are matched at a fifty percent (50%) rate. If detailed justification of expenditures at the applicable rate is not submitted with the invoices, DHS is not obligated to process the payments until supporting documentation of the applicable rates of FFP is received from MDH and reviewed by the DHS's authorized representative.

5. DHS must pay MDH within **ten (10) business days** after MDH presents complete detailed invoices for the services it performs, up to the available amount of the federal grant award. DHS will not pay partial invoices. If MDH invoices exceed the amount of the federal grant award and the MDH requires payment, then MDH may cancel the existing invoice and re-invoice at the lower available amount. In the absence of a reissued invoice, DHS will withhold payment of the entire invoice until the funds are made available from CMS.

6. MDH must prepare and submit to CMS, all required accrual based quarterly expenditure reports, revised expenditures, and final reconciliation reports. These reports shall include all costs attributable to MDH necessary to carry out the functions of this AGREEMENT but shall exclude the costs of licensing activities. The reports shall 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, 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Chapter 4 of the CMS Operations Manual, budget and accounting standards adopted by the State, and applicable provisions contained within the State Medicaid manual, to ensure that costs claimed for federal reimbursement shall be accurate and reflect actual costs incurred only for the services provided under this AGREEMENT. The expenditure reports submitted to CMS shall identify expenditures eligible at both the fifty percent (50%) and seventy-five percent (75%) rates of federal financial participation and shall be submitted to CMS in a timely manner. MDH is responsible for maintaining documentation needed for the reports submitted to CMS. MDH shall furnish or make available information on any accounts, expenditures or reports as requested by the DHS's authorized representative or any other entity acting on behalf of DHS, for the purposes of auditing and review.

7. If requested by DHS, MDH shall prepare and submit to the DHS authorized representative, a notice of actual or estimated federal and state expenditures for both the federal and state fiscal years, for the survey, certification and other activities performed under this AGREEMENT. This period includes 4th Quarter FFY 25, FFY26, 1st and 2nd Quarters FFY27, and SFY26 through SFY27.

8. DHS will make additional payments to MDH based on the invoices submitted, if necessary and to the extent that federal awards are available. The additional payments will be based on either the reconciliation or the revised expenditure reports that the MDH submits to CMS. If overpayments have been made for the prior operating year based on the final reconciliation conducted by the MDH, the MDH shall refund the overpayment to DHS within **five (5) business days** from the date the accounting codes are provided by DHS to the MDH. MDH will submit a separate annual settlement invoice for the final state or federal fiscal year, to be approved for payment by the DHS

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Contract Manager. MDH should not invoice current year expenditures until the previous state (or federal) fiscal year settlement invoice has been received by DHS.

9. For CMP projects authorized under 42 C.F.R. § 488 and Minnesota Statutes, section 471.59, DHS as the Medicaid Agency, is authorized to transfer funds to the MDH or to other State agencies or entities, for approved CMP projects where the MDH or another State agency or entity is the lead agency or the entity incurring the project costs. Upon project completion, the agency incurring project costs shall: (a) submit to DHS all required proof of expenditures and required documentation; and (b) transfer any unspent monies back to the DHS CMP fund account.

**3.3. Total Obligation.** This AGREEMENT does not establish a limit on the total obligation for all compensation and reimbursements to MDH. However, as established in U.S. Treasury Department Circular No. 1075, the draw of matching funds may not exceed the total quarterly federal Survey and Certification grant award, plus any remaining unspent grant award monies from the previous quarters, if applicable.

**3.4. Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, the DHS will notify MDH of changes to available funding that could impact reimbursement under this AGREEMENT or result in the termination of this AGREEMENT. In the event of such termination, MDH shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award.

*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. The MDH can view these obligations in the Health and Human Services Grants Policy Statement,[1] in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this AGREEMENT, DHS and MDH agree to comply with all pass-through requirements, including each party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities)[2] and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).[3]

[1] https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf
[2] https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.332
[3] https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFRfd0932e473d10ba?toc=1

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1. MDH*'s Name*: **Minnesota Department of Health (MDH).**
2. MDH*'s Unique Entity Identifier*: **DHQVY2WCVHC5**. Effective April 4, 2022, the Unique Entity Identifier is the 12-character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match GRANTEE's name.
3. *Federal Award Identification Number (FAIN)*: **2505MN5001, 2605MN5001 and 2705MN5001.**
4. *Federal Award Date*: **Ongoing quarterly**.
5. *AGREEMENT (subaward) Period of Performance*: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
6. *AGREEMENT (subaward) Budget Period Start and End Date*: **See section 1.1 and 1.2 above**.
7. *Amount of federal funds obligated to* MDH *(subrecipient) in this AGREEMENT*: **see section 3.3 of this AGREEMENT**
8. *Total amount of federal funds committed to the* MDH *(subrecipient), including this AGREEMENT:* **see section 3.3 of this AGREEMENT**
9. *Total Amount of the Federal Award from which the funds to the GRANTEE (subrecipient) are drawn:* **see section 3.3 of this AGREEMENT**
10. *Federal Award Project description:* State Agency Survey and Certification Activities – Title XIX.
11. *Name*:
    A. Federal Awarding Agency: Department of Health and Human Services (HHS), Centers for Medicare and Medicaid Services (CMS).
    B. MN Dept. of Human Services (DHS)
    C. Name and Contact information of DHS's awarding official: Ermias Kifle, (651) 431-3755, ermias.kifle@state.mn.us
12. *Assistance Listings Number & Name* (formerly known as CFDA No.)*:* **93.777**.
13. *Is this federal award related to research and development?:* ☐ Yes ☒ No
14. *Indirect Cost Rate for the* Click here to enter Acronym of State Agency or Board *is:* fifteen percent (15%) (including if the *de minimis* rate is charged.)

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**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 **Munna Yasiri, Compliance and Intergovernmental Relations Director for the Nursing Facility Rates and Policy (NFRP) Division** or successor. Phone and email: **(651) 431-2264, munna.yasiri@state.mn.us**. This representative has final authority for accepting MDH 's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. MDH.** MDH's Authorized Representative is **Maria King, Division Director of the Health Regulation Division** or successor. Phone and email: **(507) 344-2716, maria.king@state.mn.us**. MDH will immediately notify DHS if MDH's Authorized Representative changes at any time during this AGREEMENT.

**5.3. Information Privacy and Security.** (If applicable) MDH's responsible authority is **Maria King, Division Director of the Health Regulation Division** or successor for complying with data privacy and security for this AGREEMENT. Phone and email: **(507) 344-2716, maria.king@state.mn.us**.

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

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

**8. TERMINATION**. 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, MDH will receive payment, determined on a pro rata basis, for work or services satisfactorily performed. Any funds paid to the MDH under this AGREEMENT that have not been expended in accordance with the provisions of this AGREEMENT shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such funds.

**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.

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**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 subclauses 10.1 and 10.2, in its capacity in performing duties 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.** In its capacity in performing duties under this under this AGREEMENT, MDH is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by MDH in performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.

**10.5.** If MDH receives a request to release data created, collected, received, stored, used, maintained or disseminated 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.

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

**10.7.** 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.**

This AGREEMENT shall be read in a manner consistent with Title XIX of the Social Security Act, 42 C.F.R., and the regulations and rules promulgated thereunder, and with other policies and directives issued by the Centers for Medicare and Medicaid Services (CMS), as authorized by the U.S. Department of Health and Human Services (HHS).

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Signature Page Follows

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DEPARTMENT OF HUMAN SERVICES

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: DocuSigned by: Angela Lofgren 53AD6200B0B8428...

Date: 6/11/2025

SWIFT Contract No: 270904

SWIFT PO #: 3000119617

2. MDH

By: DocuSigned by: Terri Peaslee 17FF20C942C24D3...

Title: Accounting Director

Date: 6/11/2025

3. DHS

By: Signed by: Mor Vue 6C2E4353B4AE4B4...

With delegated authority

Title: Deputy Assistant Commissioner

Date: 6/11/2025

Distribution:
DHS – Original (fully executed) AGREEMENT
MDH -
Contracts and Legal Compliance, Contracts Unit- #0238

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DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES

# Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department Children, Youth, and Families, Child Support Division (DCYF) and the Minnesota Department of Health, Office of Vital Records (MDH). This AGREEMENT refers to DCYF 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).

Federal financial participation is available to state agencies under 45 C.F.R. 304.20(b)(1)(iii) to support all necessary agreements to carry out child support enforcement program activities.

Minnesota Statutes section 144.225, subdivision 2, clauses (a) and (g), allow MDH to share public, nonpublic, and confidential birth record information with DCYF for child support enforcement purposes and other public health purposes as determined by the Commissioner of Health.

THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date**. The AGREEMENT is effective on **July 1, 2025**, or the date that 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, 2027**, 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: "Liability" and "Information Privacy and Security."

## 2. DUTIES

### 2.1. MDH's Duties:

MDH must perform duties in accordance with **Attachment A**, Deliverables, and **Attachment B**, Birth Recognition of Parentage (ROP) File, which are attached and incorporated into this AGREEMENT.

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### 2.2. DCYF's Duties:

DCYF must perform duties in accordance with **Attachment A**, Deliverables.

## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DCYF will provide consideration for all services that MDH performs under this AGREEMENT in the amount of $30,750 quarterly and invoiced as outlined in section 3.2.

**3.2. Terms of Payment.** DCYF must pay MDH within thirty (30) days after MDH presents invoices for services it performs and those services have been accepted by DCYF's authorized representative according to Clause 4.2. Quality Assurance Review Process. No payment will be made without the presentation of an accurate invoice. MDH will submit invoices to DCYF quarterly and according to the following schedule:

| Quarterly Service Period | Invoice Date |
|---|---|
| July through September | October 31st |
| October through December | January 31st |
| January through March | April 30th |
| April through June | July 31st |

Invoices must be submitted in a format substantially similar to **Attachment C**, Sample Invoice Form, which is attached and incorporated into this AGREEMENT.
MDH must submit invoices to DCYF by email to Matthew Hanson, matthew.hanson@state.mn.us, and copied to Kristi Phetdara, Kristi.Phetdara@state.mn.us, or their successors.

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to MDH under this AGREEMENT will not exceed **two hundred forty-six thousand** dollars ($**246,000**).

## 4. CONDITIONS OF PAYMENT.

**4.1. Satisfaction of Performance.** MDH will perform all services pursuant to this AGREEMENT to the satisfaction of DCYF, according to the sole discretion of DCYF's authorized representative.

**4.2. Quality Assurance Review Process.** DCYF shall pay for all deliverables that have been accepted by DCYF's authorized representative as described below:

A. MDH provides the deliverable as specified in **Attachment A**.
B. If the deliverable or any portion thereof is not to the satisfaction of DCYF, DCYF shall notify MDH in writing within 10 working days after delivery. If DCYF does not, the deliverable is deemed accepted.
C. If DCYF provides the notification set forth above, MDH shall have thirty (30) working days from the date of receipt to correct any deficiency identified.

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D. If the deliverable or any portion thereof is still not to the satisfaction of DCYF, DCYF shall have ten (10) days to provide another notice as set forth above.
E. If the deliverable or any portion thereof is deemed accepted as set forth above, DCYF shall pay for the deliverable or any acceptable portion thereof in accordance with the terms of this AGREEMENT.

The process described above shall be repeated until DCYF accepts the deliverable, terminates this AGREEMENT pursuant to Clause 8, or waives compliance.

## 5. AUTHORIZED REPRESENTATIVES.

**5.1. DCYF.** DCYF's Authorized Representative for the purposes of administration of this AGREEMENT is Michele Schreifels, Director or successor. Phone and email: 651-539-7907, Michele.Schreifels@state.mn.us. This representative has final authority for accepting MDH's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. MDH.** MDH's Authorized Representative is Molly Crawford, State Registrar or successor. Phone and email: 651-201-5872, Molly.Crawford@state.mn.us. MDH will immediately notify DCYF if MDH's Authorized Representative changes at any time during this AGREEMENT.

**5.3. Information Privacy and Security.** (If applicable) MDH's responsible authority is Molly Crawford or successor for complying with data privacy and security for this AGREEMENT. Phone and email: 651-201-5872, Molly.Crawford@state.mn.us.

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

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

**8. TERMINATION.** Either AGENCY may terminate the AGREEMENT at any time, with or without cause, upon thirty (30) days written notice to the other AGENCY. If either AGENCY terminates the AGREEMENT, 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.

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## 10. INFORMATION PRIVACY AND SECURITY.

**10.1.** Pursuant to Minnesota Statutes, section 144.225, subdivisions 2, 2a, and 2b the Commissioner of Children, Youth, and Families is allowed access to confidential data about births for child support enforcement purposes and for other public health purposes as determined by the Commissioner of Health. The Commissioner of Health previously determined providing confidential data about birth to the Commissioner of Children, Youth, and Families for purposes of administering programs under Title IV-B and IV-E of the Social Security Act constitutes a public health purpose.

**10.2.** This AGREEMENT authorizes DCYF to provide the following birth certificate and recognition of parentage data, obtained from the MDH to its IV-B (child welfare) and IV-E (foster care) programs through the Department of Children, Youth, and Families Share Master Index, for purposes of allowing IV-B and IV-E county staff to access and use the data to administer their programs, pursuant to Minn. Stat. 13.46:

A. Birth Certificate Data Fields from PRISM:

| | | |
|---|---|---|
| Child DOB | Father SSN | Mother SSN |
| Father DOB | Mother DOB | Marital Status Indicator |
| Mother Name | Date of Birth Record Filing | Father Name |

B. Recognition of Parentage Data Fields from PRISM:

| | | |
|---|---|---|
| Child Name | Mother signed date | Father Name |
| Father over 18 Indicator | Spouse Name | Vacate Date |
| Revoke Date | Location completed Code | Father Signed date |
| Mother Name | Mother over 18 Indicator | Spouse Non-Paternity Signed Indicator |
| ROP signed date | State ROP signed | |

Prior to providing access to birth record data on the Children, Youth, and Families Shared Master Index, DCYF staff will verify all the following:

A. The county staff members' position is funded by IV-B (child welfare) and IV-E (foster care);
B. The county is establishing parentage or parental rights, which may be for child permanency; and
C. The county needs access to carry out DCYF's business.

**10.3.** This AGREEMENT authorizes DCYF to share, pursuant to Minn. Stat. 13.46, confidential data about births as set forth in subclause 10.2 with IV-D agencies in other states that need the data for child support enforcement purposes.

**10.4.** Duty to ensure proper handling of data: MDH and DCYF shall train their respective employees that have authorized access to and use of the data collected under the terms and for the purposes specified in the AGREEMENT regarding:

A. The Minnesota Government Data Practices Act (MGDPA) Minnesota Statues, chapter 13 and 13.46 (welfare data);
B. Minnesota Vital Records Act, Minnesota Statues, sections 144.211 to 144.227; and

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C. Any other applicable state and federal statues, rules, and regulations affecting the collection, storage, use, and dissemination of private or confidential information.

**10.5.** Minimum necessary access to data: MDH and DCYF shall comply with the "minimum necessary" access and disclosure standards set forth in the MGDPA. The dissemination of "private" and "confidential" data on individuals is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government."

**10.6.** MDH and DCYF shall:

A. Not use or further disclose the information other than as permitted or required by this AGREEMENT or as required by law.
B. Use appropriate safeguards to prevent state employees' and county agencies' use or disclosure of the information other than as provided for by this AGREEMENT.
C. Report any use or disclosure of the information not provided for by this AGREEMENT.
D. Ensure that any agents (including contractors and subcontractors), analysts, and others to whom the AGENCY provides private or confidential data agree to be bound by the same restrictions and conditions that apply to the AGENCY under this AGREEMENT.
E. Upon completion, expiration, or termination of this AGREEMENT, return or destroy all protected information received from the other AGENCY, unless return or destruction is not feasible. If return or destruction is not feasible, the AGENCIES must extend the protections of this AGREEMENT pursuant to section 1.3.

**10.7.** Release of data: No private or confidential data created, collected, received, stored, used, maintained, or disseminated in the course or performance of this will be disseminated except as authorized by statute, whether during the period of this AGREEMENT or thereafter.

**10.8.** MDH and DCYF agree that each is independently responsible for complying with the MGDPA and that each party will be responsible for its own acts, those of its employees, and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other AGENCY, its employees, or the results thereof.

## 11. OTHER PROVISIONS. None.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

Signature Page Follows

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

APPROVED:

1. DCYF ENCUMBRANCE VERIFICATION

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

By: Signed by: David R. Van Watermeulen 4825C374083C400...

Date: 6/26/2025

SWIFT Contract No: 271970

SWIFT PO #: 3000000053

2. MDH

By: DocuSigned by: Terri Peaslee 17FF20C942C24D3...

With delegated authority

Title: Accounting Director

Date: 7/1/2025

3. DCYF

By: Signed by: Michele Schreifels 2AED9FBAF0A0485...

With delegated authority

Title: Director

Date: 7/1/2025

Distribution:
DCYF – Original (fully executed) contract
MDH
Office of Grants and Contracts

Docusign Envelope ID: B0EEDE80-7C84-4C1A-AC14-076E7C41A80E

# ATTACHMENT B

| | | | | | |
|---|---|---|---|---|---|
| Criteria should include all BIRTH_RECORD_TYPE except OS - Out of State Birth | | | | | |
| Criteria should include all birth records not yet flagged EXP_DHS_BIRTH_DT is Null and where BIRTH_RECORD_STATUS is FILED | | | | | |
| Amendments or corrections or replacements/reversals will "unflag" the record by setting EXP_DHS_BIRTH_DT to Null | | | | | |
| Date-Time of most recent amendment or correction will be provided - see last row - is a subquery on audits table | | | | | |
| | | | | | **Note if Country column is null use _CN** |
| **Field Name** | **Description** | **Source of data item** | **FEED Ref** | **TABLE_NAME** | **COLUMN_NAME** |
| Birth Record Sequence Number | Unique identifier for a birth record version inclu | Birth | | BIRTH_RECORD_TBL | SEQ |
| **Birth Record State File Number** | Unique identifier for a birth record (there may b | Birth | | BIRTH_RECORD_TBL | **ST_FILE_NBR** |
| Date Filed | CCYYMMDD HH24:MI:SS This is the date + ti | Birth | 7495 | BIRTH_RECORD_TBL | DT_FILED |
| Birth Record Type Code | SB, DB, FB, FL, SP | | 7490 | BIRTH_RECORD_TBL | BIRTH_RECORD_TYPE_CD |
| Birth Record Type Literal | STANDARD BIRTH, DELAYED BIRTH, FOREIGN BIRTH, FOUND | | 7490 | BIRTH_RECORD_TBL | BIRTH_RECORD_TYPE |
| Death Record ST_FILE_NBR | | Birth | D2100 | BIRTH_RECORD_TBL | DEATH_ST_FILE_NBR |
| Deceased Indicator Y/N | Y/N | Birth | D2100 | BIRTH_RECORD_TBL | DECD_FL |
| Death Date | CCYYMMDD | Birth | D2100 | BIRTH_RECORD_TBL | DECD_DT |
| Suspect Match with Death Record | Is Y If the records have been corrected since b | Birth | D2100 | BIRTH_RECORD_TBL | SUSPECT_MATCH |
| CURRENT Record | Y/N - indicates if this is the current legal record | Birth | 7803 | BIRTH_RECORD_TBL | CURRENT_RECORD |
| REVERSED | Y/N indicates if this is a replacement that has b | Birth | 7802 | BIRTH_RECORD_TBL | REVERSED |
| DELETED | Y/N - indicates if this birth record has been del | Birth | 7801 | BIRTH_RECORD_TBL | DELETED |
| CLOSED | Y/N - indicates if proposed replacement has be | Birth | 7805 | BIRTH_RECORD_TBL | CLOSED |
| Close Reason | Reason proposed replacement has been disap | Birth | 7806 | BIRTH_RECORD_TBL | CLOSE_REASON |
| Close Comment | Comment why proposed replacement has beer | Birth | 7807 | BIRTH_RECORD_TBL | CLOSE_COMMENT |
| Version Number | A sequence number indicating order in a series | Birth | 7800 | BIRTH_RECORD_TBL | VERSION_NUMBER |
| Finalize Filing Date | CCYYMMDD HH24:MI:SS For historical record | Birth | 7494 | BIRTH_RECORD_TBL | FINALIZE_FILING_DT |
| | | | | | |
| | | | | | |
| Child's First Name | Most recent entry | Birth | 1 | BIRTH_LEGAL_TBL | CHLD_FRST_NME |
| Child's Middle Name | Most recent entry | Birth | 5 | BIRTH_LEGAL_TBL | CHLD_MIDD_NME |
| Child's Last Name | Most recent entry | Birth | 3 | BIRTH_LEGAL_TBL | CHLD_LST_NME |
| Child's Suffix | Most recent entry | Birth | 10 | BIRTH_LEGAL_TBL | CHLD_SFX_NME |
| Child's Date of Birth | CCYYMMDD | Birth | 35 | BIRTH_LEGAL_TBL | CHLD_BRTH_DT |
| Child's Gender | M/F/U | Birth | 30 | BIRTH_LEGAL_TBL | CHLD_SEX |
| Child's City of Birth--text | Text | Birth | 75 | BIRTH_LEGAL_TBL | BRTH_CTY |
| Child's City of Birth--code | FIPS GEO CODE | Birth | 77 | BIRTH_LEGAL_TBL | BRTH_LOC_CTY_FIPS_CD |
| Child's County of Birth--Text | Text | Birth | 70 | BIRTH_LEGAL_TBL | BRTH_CNTY |
| Child's County of Birth--Code | FIPS GEO CODE | Birth | 73 | BIRTH_LEGAL_TBL | BRTH_LOC_CNTY_FIPS_CD |
| Child's State of Birth--text | Text | Birth | 65 | BIRTH_LEGAL_TBL | BRTH_ST |
| Child's State of Birth--code | FIPS GEO CODE | Birth | 67 | BIRTH_LEGAL_TBL | BRTH_LOC_ST_FIPS_CD |
| Facility of Birth Name | Text | Birth | 60 | BIRTH_LEGAL_TBL | PLC_BRTH_FCLTY_NME |
| Father's First Name | | Birth | 225 | BIRTH_LEGAL_TBL | FTHR_FRST_NME |
| Father's Middle Name | | Birth | 230 | BIRTH_LEGAL_TBL | FTHR_MIDD_NME |
| Father's Last Name | | Birth | 235 | BIRTH_LEGAL_TBL | FTHR_LST_NME |
| Father's Suffix | | Birth | 240 | BIRTH_LEGAL_TBL | FTHR_SFX_NME |
| Father's Date of Birth | CCYYMMDD | Birth | 245 | BIRTH_LEGAL_TBL | FTHR_BRTH_DT |
| Father's Birthplace CountryText | | Birth | 265 | BIRTH_LEGAL_TBL | FTHR_BRTH_CNTRY |
| Father's Country of Birth FIPS code | | Birth | 267 | BIRTH_LEGAL_TBL | FTHR_BRTH_CNTRY_FIPS_CD |
| Father's Birthplace State/Province Text | | Birth | 270 | BIRTH_LEGAL_TBL | FTHR_BRTH_ST |
| Father's State/Province of Birth FIPS code | | Birth | 271 | BIRTH_LEGAL_TBL | FTHR_BRTH_ST_FIPS_CD |
| Father's Birthplace City Text | | Birth | 273 | BIRTH_LEGAL_TBL | FTHR_BRTH_CTY |
| Father's Mailing Address Street | | Birth | 7330 | BIRTH_LEGAL_TBL | FTHR_MAIL_STRT |
| Father's Mailing Address Multiunit | | Birth | 7330 | BIRTH_LEGAL_TBL | FTHR_MAIL_MULTIUNIT |
| Father's Mailing Address City/Township | | Birth | 7370 | BIRTH_LEGAL_TBL | FTHR_MAIL_CTY |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Criteria should include all BIRTH_RECORD_TYPE except OS - O | | | | | | | |
| Criteria should include all birth records not yet flagged EXP_DHS_ | | | | | | | |
| Amendments or corrections or replacements/reversals will "unflag | | | | | | | |
| Date-Time of most recent amendment or correction will be provide | | | | | | | |
| | **TRY_OTHR, if City column is null use _CTY_OTHR** | | | | | | |
| **Field Name** | **FORMAT** | **Item** | **Start Pos** | **Length** | **End Pos** | **Format example** | |
| Birth Record Sequence Number | NUMBER(15,0) | 1 | 1 | 15 | 15 | | |
| **Birth Record State File Number** | CHAR(14) | 2 | 16 | 14 | 29 | | |
| Date Filed | DATE | 3 | 30 | 17 | 46 | 20090819 06:39:00 | 17 |
| Birth Record Type Code | VARCHAR2(2) | 4 | 47 | 2 | 48 | | |
| Birth Record Type Literal | VARCHAR2(30) | 5 | 49 | 30 | 78 | | |
| Death Record ST_FILE_NBR | VARCHAR2(14) | 6 | 79 | 14 | 92 | | |
| Deceased Indicator Y/N | VARCHAR2(1) | 7 | 93 | 1 | 93 | | |
| Death Date | DATE | 8 | 94 | 8 | 101 | 20090819 | 8 |
| Suspect Match with Death Record | VARCHAR2(1) | 9 | 102 | 1 | 102 | | |
| CURRENT Record | CHAR(1) | 10 | 103 | 1 | 103 | | |
| REVERSED | CHAR(1) | 11 | 104 | 1 | 104 | | |
| DELETED | CHAR(1) | 12 | 105 | 1 | 105 | | |
| CLOSED | CHAR(1) | 13 | 106 | 1 | 106 | | |
| Close Reason | VARCHAR2(50) | 14 | 107 | 50 | 156 | | |
| Close Comment | VARCHAR2(2000) | 15 | 157 | 2000 | 2156 | | |
| Version Number | NUMBER(3,0) | 16 | 2157 | 3 | 2159 | | |
| Finalize Filing Date | DATE | 17 | 2160 | 17 | 2176 | | |
| | | | | | | | |
| | | | | | | | |
| Child's First Name | VARCHAR2(50) | 18 | 2177 | 50 | 2226 | | |
| Child's Middle Name | VARCHAR2(50) | 19 | 2227 | 50 | 2276 | | |
| Child's Last Name | VARCHAR2(50) | 20 | 2277 | 50 | 2326 | | |
| Child's Suffix | VARCHAR2(10) | 21 | 2327 | 10 | 2336 | | |
| Child's Date of Birth | DATE | 22 | 2337 | 8 | 2344 | | |
| Child's Gender | CHAR(1) | 23 | 2345 | 1 | 2345 | | |
| Child's City of Birth--text | VARCHAR2(50) | 24 | 2346 | 50 | 2395 | | |
| Child's City of Birth--code | NUMBER(5,0) | 25 | 2396 | 5 | 2400 | | |
| Child's County of Birth--Text | VARCHAR2(35) | 26 | 2401 | 35 | 2435 | | |
| Child's County of Birth--Code | NUMBER(3,0) | 27 | 2436 | 3 | 2438 | | |
| Child's State of Birth--text | VARCHAR2(28) | 28 | 2439 | 28 | 2466 | | |
| Child's State of Birth--code | VARCHAR2(2) | 29 | 2467 | 2 | 2468 | | |
| Facility of Birth Name | VARCHAR2(50) | 30 | 2469 | 50 | 2518 | | |
| Father's First Name | VARCHAR2(50) | 31 | 2519 | 50 | 2568 | | |
| Father's Middle Name | VARCHAR2(50) | 32 | 2569 | 50 | 2618 | | |
| Father's Last Name | VARCHAR2(50) | 33 | 2619 | 50 | 2668 | | |
| Father's Suffix | VARCHAR2(10) | 34 | 2669 | 10 | 2678 | | |
| Father's Date of Birth | DATE | 35 | 2679 | 8 | 2686 | | |
| Father's Birthplace CountryText | VARCHAR2(50) | 36 | 2687 | 50 | 2736 | | |
| Father's Country of Birth FIPS code | VARCHAR2(2) | 37 | 2737 | 2 | 2738 | | |
| Father's Birthplace State/Province Text | VARCHAR2(28) | 38 | 2739 | 28 | 2766 | | |
| Father's State/Province of Birth FIPS code | VARCHAR2(2) | 39 | 2767 | 2 | 2768 | | |
| Father's Birthplace City Text | VARCHAR2(50) | 40 | 2769 | 50 | 2818 | | |
| Father's Mailing Address Street | VARCHAR2(90) | 41 | 2819 | 90 | 2908 | | |
| Father's Mailing Address Multiunit | VARCHAR2(15) | 42 | 2909 | 15 | 2923 | | |
| Father's Mailing Address City/Township | VARCHAR2(50) | 43 | 2924 | 50 | 2973 | | |

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| Field Name | Description | Source of data item | FEED Ref | TABLE_NAME | COLUMN_NAME |
|---|---|---|---|---|---|
| Father's Mailing Address State/Province | | Birth | 7350 | BIRTH_LEGAL_TBL | FTHR_MAIL_ST |
| Father's Mailing Address Country | | Birth | 7340 | BIRTH_LEGAL_TBL | FTHR_MAIL_CNTRY |
| Father's Mailing Address Zip Code | | Birth | 7380 | BIRTH_LEGAL_TBL | FTHR_MAIL_ZIP5 |
| Father's Mailing Address Zip Code Plus 4 | | Birth | 7380 | BIRTH_LEGAL_TBL | FTHR_MAIL_ZIP4 |
| Father's Mailing Address International Address Flag | Y if non-US address | Birth | 7380 | BIRTH_LEGAL_TBL | FTHR_MAIL_INTL_FL |
| Father's Mailing Address International Postal Code | Postcode for non-US address | Birth | 7380 | BIRTH_LEGAL_TBL | FTHR_MAIL_INTL_CD |
| Mother Married at Time of Conception, Birth, or anytime in betwee | Y/N/U | Birth | 330 | BIRTH_LEGAL_TBL | MTHR_MARRIED |
| Mother's First Name | | Birth | 100 | BIRTH_LEGAL_TBL | MTHR_FRST_NME |
| Mother's Middle Name | | Birth | 105 | BIRTH_LEGAL_TBL | MTHR_MIDD_NME |
| Mother's Last Name | | Birth | 105 | BIRTH_LEGAL_TBL | MTHR_LST_NME |
| Mother's Suffix | | Birth | 107 | BIRTH_LEGAL_TBL | MTHR_SFX_NME |
| Mother's First Name Prior to First Marriage | | Birth | 130 | BIRTH_LEGAL_TBL | MTHR_MAIDN_FRST_NME |
| Mother's Middle Name Prior to First Marriage | | Birth | 135 | BIRTH_LEGAL_TBL | MTHR_MAIDN_MIDD_NME |
| Mother's Last Name Prior to First Marriage | | Birth | 140 | BIRTH_LEGAL_TBL | MTHR_MAIDN_LST_NME |
| Mother's Suffix Prior to First Marriage | | Birth | 145 | BIRTH_LEGAL_TBL | MTHR_MAIDN_SFX_NME |
| Mother's Date of Birth | CCYYMMDD | Birth | 110 | BIRTH_LEGAL_TBL | MTHR_BRTH_DT |
| Mother's Birthplace CountryText | | Birth | 150 | BIRTH_LEGAL_TBL | MTHR_BRTH_CNTRY |
| Mother's Country of Birth--Code | | Birth | 152 | BIRTH_LEGAL_TBL | MTHR_BRTH_CNTRY_FIPS_CD |
| Mother's Birthplace State/Province Text | | Birth | 155 | BIRTH_LEGAL_TBL | MTHR_BRTH_ST |
| Mother's State/Province of Birth--Code | | Birth | 157 | BIRTH_LEGAL_TBL | MTHR_BRTH_ST_FIPS_CD |
| Mother's Birthplace City Text | | Birth | 158 | BIRTH_LEGAL_TBL | MTHR_BRTH_CTY |
| Mother's Residence Street | | Birth | 200 | BIRTH_LEGAL_TBL | MTHR_RES_STRT |
| Mother's Residence Multiunit | | Birth | 205 | BIRTH_LEGAL_TBL | MTHR_RES_MLTIUNIT |
| Mother's Residence City/Township--Text | | Birth | 190 | BIRTH_LEGAL_TBL | MTHR_RES_CTY |
| Mother's Residence City/Township--Code | | Birth | 195 | BIRTH_LEGAL_TBL | MTHR_RES_CTY_FIPS_CD |
| Mother's Residence State/Province--Text | | Birth | 170 | BIRTH_LEGAL_TBL | MTHR_RES_ST |
| Mother's Residence State/Province-FIPS Alpha Code = Abbreviation | | Birth | 175 | BIRTH_LEGAL_TBL | MTHR_RES_ST_FIPS_CD |
| Mother's Residence Country--Text | | Birth | 160 | BIRTH_LEGAL_TBL | MTHR_RES_CNTRY |
| Mother's Residence Country--Code | | Birth | 165 | BIRTH_LEGAL_TBL | MTHR_RES_CNTRY_FIPS_CD |
| Mother's Residence Zip Code | | Birth | 215 | BIRTH_LEGAL_TBL | MTHR_RES_ZIP5 |
| Mother's Residence Zip Code Plus 4 | | Birth | 215 | BIRTH_LEGAL_TBL | MTHR_RES_ZIP4 |
| Mother's Residence International Address Flag | Y if non-US address | Birth | 215 | BIRTH_LEGAL_TBL | MTHR_RES_INTL_FL |
| Mother's Residence International Postal Code | Postcode for non-US address | Birth | 215 | BIRTH_LEGAL_TBL | MTHR_RES_INTL_CD |
| Mother's Residence County--Text | | Birth | 180 | BIRTH_LEGAL_TBL | MTHR_RES_CNTY |
| Mother's Residence County--Code | | Birth | 185 | BIRTH_LEGAL_TBL | MTHR_RES_CNTY_FIPS_CD |
| Mother's Mailing Address Street | | Birth | 285 | BIRTH_LEGAL_TBL | MTHR_MAIL_STRT |
| Mother's Mailing Address Multiunit | | Birth | 290 | BIRTH_LEGAL_TBL | MTHR_MAIL_MLTIUNIT |
| Mother's Mailing Address City/Township | | Birth | 315 | BIRTH_LEGAL_TBL | MTHR_MAIL_CTY |
| Mother's Mailing Address State/Province | | Birth | 305 | BIRTH_LEGAL_TBL | MTHR_MAIL_ST |
| Mother's Mailing Address Country | | Birth | 295 | BIRTH_LEGAL_TBL | MTHR_MAIL_CNTRY |
| Mother's Mailing Address Zip Code | | Birth | 325 | BIRTH_LEGAL_TBL | MTHR_MAIL_ZIP5 |
| Mother's Mailing Address Zip Code Plus 4 | | Birth | 325 | BIRTH_LEGAL_TBL | MTHR_MAIL_ZIP4 |
| Mother's Mailing Address International Address Flag | Y if non-US address | Birth | 325 | BIRTH_LEGAL_TBL | MTHR_MAIL_INTL_FL |
| Mother's Mailing Address International Postal Code | Postcode for non-US address | Birth | 325 | BIRTH_LEGAL_TBL | MTHR_MAIL_INTL_CD |
| | | | | | |
| Infant Alive at time of filing? | | Birth | 7190 | BIRTH_MED_TBL | CHLD_LIVING_AT_FILING |
| Father's SSN | | Birth | 370 | BIRTH_MED_TBL | FTHR_SSN |
| Father's Education Text | New standard with Old values converted as 1 y | Birth | 640 | BIRTH_MED_TBL | FTHR_EDUC |
| Father's Education New Codes | New Standard | Birth | 640 | BIRTH_MED_TBL | FTHR_EDUC_CD |
| Mother's SSN | | | 365 | BIRTH_MED_TBL | MTHR_SSN |

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| Field Name | FORMAT | Item | Start Pos | Length | End Pos | Format example | |
|---|---|---|---|---|---|---|---|
| Father's Mailing Address State/Province | VARCHAR2(28) | 44 | 2974 | 28 | 3001 | | |
| Father's Mailing Address Country | VARCHAR2(50) | 45 | 3002 | 50 | 3051 | | |
| Father's Mailing Address Zip Code | VARCHAR2(5) | 46 | 3052 | 5 | 3056 | | |
| Father's Mailing Address Zip Code Plus 4 | VARCHAR2(4) | 47 | 3057 | 4 | 3060 | | |
| Father's Mailing Address International Address Flag | VARCHAR2(1) | 48 | 3061 | 1 | 3061 | | |
| Father's Mailing Address International Postal Code | VARCHAR2(14) | 49 | 3062 | 14 | 3075 | | |
| Mother Married at Time of Conception, Birth, or anytime in betwee | VARCHAR2(1) | 50 | 3076 | 1 | 3076 | | |
| Mother's First Name | VARCHAR2(50) | 51 | 3077 | 50 | 3126 | | |
| Mother's Middle Name | VARCHAR2(50) | 52 | 3127 | 50 | 3176 | | |
| Mother's Last Name | VARCHAR2(50) | 53 | 3177 | 50 | 3226 | | |
| Mother's Suffix | VARCHAR2(10) | 54 | 3227 | 10 | 3236 | | |
| Mother's First Name Prior to First Marriage | VARCHAR2(50) | 55 | 3237 | 50 | 3286 | | |
| Mother's Middle Name Prior to First Marriage | VARCHAR2(50) | 56 | 3287 | 50 | 3336 | | |
| Mother's Last Name Prior to First Marriage | VARCHAR2(50) | 57 | 3337 | 50 | 3386 | | |
| Mother's Suffix Prior to First Marriage | VARCHAR2(10) | 58 | 3387 | 10 | 3396 | | |
| Mother's Date of Birth | DATE | 59 | 3397 | 8 | 3404 | | |
| Mother's Birthplace CountryText | VARCHAR2(50) | 60 | 3405 | 50 | 3454 | | |
| Mother's Country of Birth--Code | VARCHAR2(2) | 61 | 3455 | 2 | 3456 | | |
| Mother's Birthplace State/Province Text | VARCHAR2(28) | 62 | 3457 | 28 | 3484 | | |
| Mother's State/Province of Birth--Code | VARCHAR2(2) | 63 | 3485 | 2 | 3486 | | |
| Mother's Birthplace City Text | VARCHAR2(50) | 64 | 3487 | 50 | 3536 | | |
| Mother's Residence Street | VARCHAR2(90) | 65 | 3537 | 90 | 3626 | | |
| Mother's Residence Multiunit | VARCHAR2(15) | 66 | 3627 | 15 | 3641 | | |
| Mother's Residence City/Township--Text | VARCHAR2(50) | 67 | 3642 | 50 | 3691 | | |
| Mother's Residence City/Township--Code | NUMBER(5,0) | 68 | 3692 | 5 | 3696 | | |
| Mother's Residence State/Province--Text | VARCHAR2(28) | 69 | 3697 | 28 | 3724 | | |
| Mother's Residence State/Province-FIPS Alpha Code = Abbreviati | VARCHAR2(2) | 70 | 3725 | 2 | 3726 | | |
| Mother's Residence Country--Text | VARCHAR2(50) | 71 | 3727 | 50 | 3776 | | |
| Mother's Residence Country--Code | VARCHAR2(2) | 72 | 3777 | 2 | 3778 | | |
| Mother's Residence Zip Code | VARCHAR2(5) | 73 | 3779 | 5 | 3783 | | |
| Mother's Residence Zip Code Plus 4 | VARCHAR2(4) | 74 | 3784 | 4 | 3787 | | |
| Mother's Residence International Address Flag | VARCHAR2(1) | 75 | 3788 | 1 | 3788 | | |
| Mother's Residence International Postal Code | VARCHAR2(14) | 76 | 3789 | 14 | 3802 | | |
| Mother's Residence County--Text | VARCHAR2(35) | 77 | 3803 | 35 | 3837 | | |
| Mother's Residence County--Code | NUMBER(3,0) | 78 | 3838 | 3 | 3840 | | |
| Mother's Mailing Address Street | VARCHAR2(90) | 79 | 3841 | 90 | 3930 | | |
| Mother's Mailing Address Multiunit | VARCHAR2(15) | 80 | 3931 | 15 | 3945 | | |
| Mother's Mailing Address City/Township | VARCHAR2(50) | 81 | 3946 | 50 | 3995 | | |
| Mother's Mailing Address State/Province | VARCHAR2(28) | 82 | 3996 | 28 | 4023 | | |
| Mother's Mailing Address Country | VARCHAR2(50) | 83 | 4024 | 50 | 4073 | | |
| Mother's Mailing Address Zip Code | VARCHAR2(5) | 84 | 4074 | 5 | 4078 | | |
| Mother's Mailing Address Zip Code Plus 4 | VARCHAR2(4) | 85 | 4079 | 4 | 4082 | | |
| Mother's Mailing Address International Address Flag | VARCHAR2(1) | 86 | 4083 | 1 | 4083 | | |
| Mother's Mailing Address International Postal Code | VARCHAR2(14) | 87 | 4084 | 14 | 4097 | | |
| | | | | | | | |
| Infant Alive at time of filing? | VARCHAR2(1) | 88 | 4098 | 1 | 4098 | | |
| Father's SSN | CHAR(9) | 89 | 4099 | 9 | 4107 | | |
| Father's Education Text | VARCHAR2(100) | 90 | 4108 | 100 | 4207 | | |
| Father's Education New Codes | VARCHAR2(1) | 91 | 4208 | 1 | 4208 | | |
| Mother's SSN | CHAR(9) | 92 | 4209 | 9 | 4217 | | |

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| Field Name | Description | Source of data item | FEED Ref | TABLE_NAME | COLUMN_NAME |
|---|---|---|---|---|---|
| Mother's Education Text (including old codes converted to 1 year, | New standard with Old values converted as 1 year, 2 years, … | | 375 | BIRTH_MED_TBL | MTHR_EDUC |
| Mother's Education New Codes | New Standard | | 375 | BIRTH_MED_TBL | MTHR_EDUC_CD |
| | | | | | |
| Father's Race - White Checkbox | Y/N/U | Birth | 705 | BIRTH_RACE_HISPANIC_TBL | FTHR_WHITE |
| Father's Race - Black or African American Checkbox | Y/N/U | Birth | 710 | BIRTH_RACE_HISPANIC_TBL | FTHR_AFRICAN_AMERICAN |
| Father's Race - Somali Checkbox | Y/N/U | Birth | 715 | BIRTH_RACE_HISPANIC_TBL | FTHR_SOMALI |
| Father's Race - Ethiopian Checkbox | Y/N/U | Birth | 720 | BIRTH_RACE_HISPANIC_TBL | FTHR_ETHIOPIAN |
| Father's Race - Liberian Checkbox | Y/N/U | Birth | 725 | BIRTH_RACE_HISPANIC_TBL | FTHR_LIBERIAN |
| Father's Race - Kenyan Checkbox | Y/N/U | Birth | 730 | BIRTH_RACE_HISPANIC_TBL | FTHR_KENYAN |
| Father's Race - Sudanese Checkbox | Y/N/U | Birth | 735 | BIRTH_RACE_HISPANIC_TBL | FTHR_SUDANESE |
| Father's Race - Nigerian Checkbox | Y/N/U | Birth | 740 | BIRTH_RACE_HISPANIC_TBL | FTHR_NIGERIAN |
| Father's Race - Ghanian Checkbox | Y/N/U | Birth | 745 | BIRTH_RACE_HISPANIC_TBL | FTHR_GHANIAN |
| Father's Race - Other African Checkbox | Y/N/U | Birth | 750 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHER_AFRICAN |
| Father's Race - Other African Literal | | Birth | 755 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHER_AFRICAN_TXT |
| Father's Race - American Indian or Alaska Native Checkbox | Y/N/U | Birth | 760 | BIRTH_RACE_HISPANIC_TBL | FTHR_AMERICAN_INDIAN |
| Father's Race - American Indian or Alaska Native (Name of the enrolled or principal tribe) | | Birth | 765 | BIRTH_RACE_HISPANIC_TBL | FTHR_TRIBE_TXT1 |
| Father's Race - American Indian or Alaska Native (Name of the enrolled or principal tribe2) | | Birth | 770 | BIRTH_RACE_HISPANIC_TBL | FTHR_TRIBE_TXT2 |
| Father's Race - Asian Indian Checkbox | Y/N/U | Birth | 775 | BIRTH_RACE_HISPANIC_TBL | FTHR_ASIAN_INDIAN |
| Father's Race - Chinese Checkbox | Y/N/U | Birth | 780 | BIRTH_RACE_HISPANIC_TBL | FTHR_CHINESE |
| Father's Race - Filipino Checkbox | Y/N/U | Birth | 785 | BIRTH_RACE_HISPANIC_TBL | FTHR_FILIPINO |
| Father's Race - Japanese Checkbox | Y/N/U | Birth | 790 | BIRTH_RACE_HISPANIC_TBL | FTHR_JAPANESE |
| Father's Race - Korean Checkbox | Y/N/U | Birth | 795 | BIRTH_RACE_HISPANIC_TBL | FTHR_KOREAN |
| Father's Race - Vietnamese Checkbox | Y/N/U | Birth | 800 | BIRTH_RACE_HISPANIC_TBL | FTHR_VIETNAMESE |
| Father's Race - Hmong Checkbox | Y/N/U | Birth | 805 | BIRTH_RACE_HISPANIC_TBL | FTHR_HMONG |
| Father's Race - Cambodian Checkbox | Y/N/U | Birth | 810 | BIRTH_RACE_HISPANIC_TBL | FTHR_CAMBODIAN |
| Father's Race - Laotian Checkbox | Y/N/U | Birth | 815 | BIRTH_RACE_HISPANIC_TBL | FTHR_LAOTIAN |
| Father's Race - Other Asian Checkbox | Y/N/U | Birth | 820 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHER_ASIAN |
| Father's Race - Other Asian (specify) | | Birth | 825 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHR_ASN_TXT1 |
| Father's Race - Other Asian (specify2) | | Birth | 830 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHR_ASN_TXT2 |
| Father's Race - Native Hawaiian Checkbox | Y/N/U | Birth | 835 | BIRTH_RACE_HISPANIC_TBL | FTHR_HAWAIIAN |
| Father's Race - Guamanian or Chamorro Checkbox | Y/N/U | Birth | 840 | BIRTH_RACE_HISPANIC_TBL | FTHR_GUAMANIAN_CHAMORRO |
| Father's Race - Samoan Checkbox | Y/N/U | Birth | 845 | BIRTH_RACE_HISPANIC_TBL | FTHR_SAMOAN |
| Father's Race - Other Pacific Islander Checkbox | Y/N/U | Birth | 850 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHER_PACIFIC_ISLANDER |
| Father's Race - Other Pacific Islander (specify) | | Birth | 855 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHR_PAC_ISLE_TXT1 |
| Father's Race - Other Pacific Islander (specify2) | | Birth | 860 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHR_PAC_ISLE_TXT2 |
| Father's Race - Other Checkbox | Y/N/U | Birth | 865 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHER |
| Father's Race - Other (specify) | | Birth | 870 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHR_TXT1 |
| Father's Race - Other (specify2) | | Birth | 875 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHR_TXT2 |
| Father's Race - Unknown Checkbox | Y/N | Birth | 885 | BIRTH_RACE_HISPANIC_TBL | FTHR_UNKNOWN |
| Father's Hisp - No, not Spanish/Hispanic/Latino Checkbox | Y/N/U | Birth | 650 | BIRTH_RACE_HISPANIC_TBL | FTHR_NOT_HISPANIC |
| Father's Hisp - Yes, Mexican, Mexican American, Chicano Check | Y/N/U | Birth | 660 | BIRTH_RACE_HISPANIC_TBL | FTHR_MEXICAN |
| Father's Hisp - Yes, Puerto Rican Checkbox | Y/N/U | Birth | 665 | BIRTH_RACE_HISPANIC_TBL | FTHR_PUERTO_RICAN |
| Father's Hisp - Yes, Cuban Checkbox | Y/N/U | Birth | 670 | BIRTH_RACE_HISPANIC_TBL | FTHR_CUBAN |
| Father's Hisp - Yes, other Spanish/Hispanic/Latino Checkbox | Y/N/U | Birth | 675 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHER_SPANISH |
| Father's Hisp - Yes, other Spanish/Hispanic/Latino (specify) | | Birth | 680 | BIRTH_RACE_HISPANIC_TBL | FTHR_OTHR_SPAN_TXT |
| Father's Hisp - Unknown if Spanish/Hispanic/Latino Checkbox | Y/N | Birth | 690 | BIRTH_RACE_HISPANIC_TBL | FTHR_UNKNOWN_HISPANIC |
| Mother's Race- White Checkbox | Y/N/U | Birth | 440 | BIRTH_RACE_HISPANIC_TBL | MTHR_WHITE |
| Mother's Race- Black or African American Checkbox | Y/N/U | Birth | 445 | BIRTH_RACE_HISPANIC_TBL | MTHR_AFRICAN_AMERICAN |
| Mother's Race - Somali Checkbox | Y/N/U | Birth | 450 | BIRTH_RACE_HISPANIC_TBL | MTHR_SOMALI |
| Mother's Race - Ethiopian Checkbox | Y/N/U | Birth | 455 | BIRTH_RACE_HISPANIC_TBL | MTHR_ETHIOPIAN |

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| Field Name | FORMAT | Item | Start Pos | Length | End Pos | Format example | |
|---|---|---|---|---|---|---|---|
| Mother's Education Text (including old codes converted to 1 year, | VARCHAR2(100) | 93 | 4218 | 100 | 4317 | | |
| Mother's Education New Codes | VARCHAR2(1) | 94 | 4318 | 1 | 4318 | | |
| | | | | | | | |
| Father's Race - White Checkbox | VARCHAR2(1) | 95 | 4319 | 1 | 4319 | | |
| Father's Race - Black or African American Checkbox | VARCHAR2(1) | 96 | 4320 | 1 | 4320 | | |
| Father's Race - Somali Checkbox | VARCHAR2(1) | 97 | 4321 | 1 | 4321 | | |
| Father's Race - Ethiopian Checkbox | VARCHAR2(1) | 98 | 4322 | 1 | 4322 | | |
| Father's Race - Liberian Checkbox | VARCHAR2(1) | 99 | 4323 | 1 | 4323 | | |
| Father's Race - Kenyan Checkbox | VARCHAR2(1) | 100 | 4324 | 1 | 4324 | | |
| Father's Race - Sudanese Checkbox | VARCHAR2(1) | 101 | 4325 | 1 | 4325 | | |
| Father's Race - Nigerian Checkbox | VARCHAR2(1) | 102 | 4326 | 1 | 4326 | | |
| Father's Race - Ghanian Checkbox | VARCHAR2(1) | 103 | 4327 | 1 | 4327 | | |
| Father's Race - Other African Checkbox | VARCHAR2(1) | 104 | 4328 | 1 | 4328 | | |
| Father's Race - Other African Literal | VARCHAR2(30) | 105 | 4329 | 30 | 4358 | | |
| Father's Race - American Indian or Alaska Native Checkbox | VARCHAR2(1) | 106 | 4359 | 1 | 4359 | | |
| Father's Race - American Indian or Alaska Native (Name of the er | VARCHAR2(30) | 107 | 4360 | 30 | 4389 | | |
| Father's Race - American Indian or Alaska Native (Name of the er | VARCHAR2(30) | 108 | 4390 | 30 | 4419 | | |
| Father's Race - Asian Indian Checkbox | VARCHAR2(1) | 109 | 4420 | 1 | 4420 | | |
| Father's Race - Chinese Checkbox | VARCHAR2(1) | 110 | 4421 | 1 | 4421 | | |
| Father's Race - Filipino Checkbox | VARCHAR2(1) | 111 | 4422 | 1 | 4422 | | |
| Father's Race - Japanese Checkbox | VARCHAR2(1) | 112 | 4423 | 1 | 4423 | | |
| Father's Race - Korean Checkbox | VARCHAR2(1) | 113 | 4424 | 1 | 4424 | | |
| Father's Race - Vietnamese Checkbox | VARCHAR2(1) | 114 | 4425 | 1 | 4425 | | |
| Father's Race - Hmong Checkbox | VARCHAR2(1) | 115 | 4426 | 1 | 4426 | | |
| Father's Race - Cambodian Checkbox | VARCHAR2(1) | 116 | 4427 | 1 | 4427 | | |
| Father's Race - Laotian Checkbox | VARCHAR2(1) | 117 | 4428 | 1 | 4428 | | |
| Father's Race - Other Asian Checkbox | VARCHAR2(1) | 118 | 4429 | 1 | 4429 | | |
| Father's Race - Other Asian (specify) | VARCHAR2(30) | 119 | 4430 | 30 | 4459 | | |
| Father's Race - Other Asian (specify2) | VARCHAR2(30) | 120 | 4460 | 30 | 4489 | | |
| Father's Race - Native Hawaiian Checkbox | VARCHAR2(1) | 121 | 4490 | 1 | 4490 | | |
| Father's Race - Guamanian or Chamorro Checkbox | VARCHAR2(1) | 122 | 4491 | 1 | 4491 | | |
| Father's Race - Samoan Checkbox | VARCHAR2(1) | 123 | 4492 | 1 | 4492 | | |
| Father's Race - Other Pacific Islander Checkbox | VARCHAR2(1) | 124 | 4493 | 1 | 4493 | | |
| Father's Race - Other Pacific Islander (specify) | VARCHAR2(30) | 125 | 4494 | 30 | 4523 | | |
| Father's Race - Other Pacific Islander (specify2) | VARCHAR2(30) | 126 | 4524 | 30 | 4553 | | |
| Father's Race - Other Checkbox | VARCHAR2(1) | 127 | 4554 | 1 | 4554 | | |
| Father's Race - Other (specify) | VARCHAR2(30) | 128 | 4555 | 30 | 4584 | | |
| Father's Race - Other (specify2) | VARCHAR2(30) | 129 | 4585 | 30 | 4614 | | |
| Father's Race - Unknown Checkbox | VARCHAR2(1) | 130 | 4615 | 1 | 4615 | | |
| Father's Hisp - No, not Spanish/Hispanic/Latino Checkbox | VARCHAR2(1) | 131 | 4616 | 1 | 4616 | | |
| Father's Hisp - Yes, Mexican, Mexican American, Chicano Check | VARCHAR2(1) | 132 | 4617 | 1 | 4617 | | |
| Father's Hisp - Yes, Puerto Rican Checkbox | VARCHAR2(1) | 133 | 4618 | 1 | 4618 | | |
| Father's Hisp - Yes, Cuban Checkbox | VARCHAR2(1) | 134 | 4619 | 1 | 4619 | | |
| Father's Hisp - Yes, other Spanish/Hispanic/Latino Checkbox | VARCHAR2(1) | 135 | 4620 | 1 | 4620 | | |
| Father's Hisp - Yes, other Spanish/Hispanic/Latino (specify) | VARCHAR2(20) | 136 | 4621 | 20 | 4640 | | |
| Father's Hisp - Unknown if Spanish/Hispanic/Latino Checkbox | VARCHAR2(1) | 137 | 4641 | 1 | 4641 | | |
| Mother's Race- White Checkbox | VARCHAR2(1) | 138 | 4642 | 1 | 4642 | | |
| Mother's Race- Black or African American Checkbox | VARCHAR2(1) | 139 | 4643 | 1 | 4643 | | |
| Mother's Race - Somali Checkbox | VARCHAR2(1) | 140 | 4644 | 1 | 4644 | | |
| Mother's Race - Ethiopian Checkbox | VARCHAR2(1) | 141 | 4645 | 1 | 4645 | | |

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| Field Name | Description | Source of data item | FEED Ref | TABLE_NAME | COLUMN_NAME |
|---|---|---|---|---|---|
| Mother's Race - Liberian Checkbox | Y/N/U | Birth | 460 | BIRTH_RACE_HISPANIC_TBL | MTHR_LIBERIAN |
| Mother's Race - Kenyan Checkbox | Y/N/U | Birth | 465 | BIRTH_RACE_HISPANIC_TBL | MTHR_KENYAN |
| Mother's Race - Sudanese Checkbox | Y/N/U | Birth | 470 | BIRTH_RACE_HISPANIC_TBL | MTHR_SUDANESE |
| Mother's Race - Nigerian Checkbox | Y/N/U | Birth | 475 | BIRTH_RACE_HISPANIC_TBL | MTHR_NIGERIAN |
| Mother's Race - Ghanian Checkbox | Y/N/U | Birth | 480 | BIRTH_RACE_HISPANIC_TBL | MTHR_GHANIAN |
| Mother's Race - Other African Checkbox | Y/N/U | Birth | 485 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHER_AFRICAN |
| Mother's Race - Other African Literal | | Birth | 490 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHER_AFRICAN_TXT |
| Mother's Race - American Indian or Alaska Native Checkbox | Y/N/U | Birth | 495 | BIRTH_RACE_HISPANIC_TBL | MTHR_AMERICAN_INDIAN |
| Mother's Race - American Indian or Alaska Native (Name of the enrolled or principal tribe) | | Birth | 500 | BIRTH_RACE_HISPANIC_TBL | MTHR_TRIBE_TXT1 |
| Mother's Race - American Indian or Alaska (Name of the enrolled or principal tribe2) | | Birth | 505 | BIRTH_RACE_HISPANIC_TBL | MTHR_TRIBE_TXT2 |
| Mother's Race - Asian Indian Checkbox | Y/N/U | Birth | 510 | BIRTH_RACE_HISPANIC_TBL | MTHR_ASIAN_INDIAN |
| Mother's Race - Chinese Checkbox | Y/N/U | Birth | 515 | BIRTH_RACE_HISPANIC_TBL | MTHR_CHINESE |
| Mother's Race - Filipino Checkbox | Y/N/U | Birth | 520 | BIRTH_RACE_HISPANIC_TBL | MTHR_FILIPINO |
| Mother's Race- Japanese Checkbox | Y/N/U | Birth | 525 | BIRTH_RACE_HISPANIC_TBL | MTHR_JAPANESE |
| Mother's Race- Korean Checkbox | Y/N/U | Birth | 530 | BIRTH_RACE_HISPANIC_TBL | MTHR_KOREAN |
| Mother's Race- Vietnamese Checkbox | Y/N/U | Birth | 535 | BIRTH_RACE_HISPANIC_TBL | MTHR_VIETNAMESE |
| Mother's Race - Hmong Checkbox | Y/N/U | Birth | 540 | BIRTH_RACE_HISPANIC_TBL | MTHR_HMONG |
| Mother's Race - Cambodian Checkbox | Y/N/U | Birth | 545 | BIRTH_RACE_HISPANIC_TBL | MTHR_CAMBODIAN |
| Mother's Race - Laotian Checkbox | Y/N/U | Birth | 550 | BIRTH_RACE_HISPANIC_TBL | MTHR_LAOTIAN |
| Mother's Race- Other Asian Checkbox | Y/N/U | Birth | 560 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHER_ASIAN |
| Mother's Race- Other Asian (specify) | | Birth | 565 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHR_ASN_TXT1 |
| Mother's Race- Other Asian (specify2) | | Birth | 570 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHR_ASN_TXT2 |
| Mother's Race- Native Hawaiian Checkbox | Y/N/U | Birth | 575 | BIRTH_RACE_HISPANIC_TBL | MTHR_HAWAIIAN |
| Mother's Race- Guamanian or Chamorro Checkbox | Y/N/U | Birth | 580 | BIRTH_RACE_HISPANIC_TBL | MTHR_GUAMANIAN_CHAMORRO |
| Mother's Race- Samoan Checkbox | Y/N/U | Birth | 585 | BIRTH_RACE_HISPANIC_TBL | MTHR_SAMOAN |
| Mother's Race- Other Pacific Islander Checkbox | Y/N/U | Birth | 590 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHER_PACIFIC_ISLANDER |
| Mother's Race- Other Pacific Islander (specify) | | Birth | 595 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHR_PAC_ISLE_TXT1 |
| Mother's Race- Other Pacific Islander (specify2) | | Birth | 600 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHR_PAC_ISLE_TXT2 |
| Mother's Race- Other Checkbox | Y/N/U | Birth | 605 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHER |
| Mother's Race- Other (specify) | | Birth | 610 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHR_TXT1 |
| Mother's Race- Other (specify2) | | Birth | 615 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHR_TXT2 |
| Mother's Race- Unknown Checkbox | Y/N | Birth | 625 | BIRTH_RACE_HISPANIC_TBL | MTHR_UNKNOWN |
| Mother Hisp - No, not Spanish/Hispanic/Latino Checkbox | Y/N/U | Birth | 385 | BIRTH_RACE_HISPANIC_TBL | MTHR_NOT_HISPANIC |
| Mother Hisp - Yes, Mexican, Mexican American, Chicano Checkb | Y/N/U | Birth | 395 | BIRTH_RACE_HISPANIC_TBL | MTHR_MEXICAN |
| Mother Hisp - Yes, Puerto Rican Checkbox | Y/N/U | Birth | 400 | BIRTH_RACE_HISPANIC_TBL | MTHR_PUERTO_RICAN |
| Mother Hisp - Yes, Cuban Checkbox | Y/N/U | Birth | 405 | BIRTH_RACE_HISPANIC_TBL | MTHR_CUBAN |
| Mother Hisp - Yes, other Spanish/Hispanic/Latino Checkbox | Y/N/U | Birth | 410 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHER_SPANISH |
| Mother Hisp - Yes, other Spanish/Hispanic/Latino (specify) | | Birth | 415 | BIRTH_RACE_HISPANIC_TBL | MTHR_OTHR_SPAN_TXT |
| Mother Hisp - Unknown if Spanish/Hispanic/Latino Checkbox | Y/N | Birth | 425 | BIRTH_RACE_HISPANIC_TBL | MTHR_UNKNOWN_HISPANIC |
| | | | | | |
| **Paternity Documents at time of Birth Filing (from BIRTH_SPECIAL_TBL) or surrogacy indicated at time of filing** | | | | | |
| HNPS - Sequence Number | | Birth Special | 7276 | BIRTH_SPECIAL_TBL | HNPS_ID |
| HNPS - Filing Date | CCYYMMDD HH24:MI:SS This is the date + ti | Birth Special | 7275 | BIRTH_SPECIAL_TBL | HNPS_FILE_DT |
| HNPS - Date Husband Signed HNPS | CCYYMMDD | Birth Special | 7280 | BIRTH_SPECIAL_TBL | HNPS_HSBND_SIGN_DT |
| HNPS - Husband's First Name | | Birth Special | 7290 | BIRTH_SPECIAL_TBL | HNPS_HSBND_FRST_NME |
| HNPS - Husband's Middle Name | | Birth Special | 7295 | BIRTH_SPECIAL_TBL | HNPS_HSBND_MIDD_NME |
| HNPS - Husband's Last Name | | Birth Special | 7300 | BIRTH_SPECIAL_TBL | HNPS_HSBND_LST_NME |
| HNPS - Husband's Suffix Name | | Birth Special | 7301 | BIRTH_SPECIAL_TBL | HNPS_HSBND_SFX_NME |
| HNPS - Husband's SSN | | Birth Special | 7302 | BIRTH_SPECIAL_TBL | HNPS_HSBND_SSN |
| HNPS - Date of Marriage | CCYYMMDD | Birth Special | 7305 | BIRTH_SPECIAL_TBL | HNPS_MARRIAGE_DT |

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| Field Name | FORMAT | Item | Start Pos | Length | End Pos | Format example | |
|---|---|---|---|---|---|---|---|
| Mother's Race - Liberian Checkbox | VARCHAR2(1) | 142 | 4646 | 1 | 4646 | | |
| Mother's Race - Kenyan Checkbox | VARCHAR2(1) | 143 | 4647 | 1 | 4647 | | |
| Mother's Race - Sudanese Checkbox | VARCHAR2(1) | 144 | 4648 | 1 | 4648 | | |
| Mother's Race - Nigerian Checkbox | VARCHAR2(1) | 145 | 4649 | 1 | 4649 | | |
| Mother's Race - Ghanian Checkbox | VARCHAR2(1) | 146 | 4650 | 1 | 4650 | | |
| Mother's Race - Other African Checkbox | VARCHAR2(1) | 147 | 4651 | 1 | 4651 | | |
| Mother's Race - Other African Literal | VARCHAR2(30) | 148 | 4652 | 30 | 4681 | | |
| Mother's Race - American Indian or Alaska Native Checkbox | VARCHAR2(1) | 149 | 4682 | 1 | 4682 | | |
| Mother's Race - American Indian or Alaska Native (Name of the e | VARCHAR2(30) | 150 | 4683 | 30 | 4712 | | |
| Mother's Race - American Indian or Alaska (Name of the enrolled | VARCHAR2(30) | 151 | 4713 | 30 | 4742 | | |
| Mother's Race - Asian Indian Checkbox | VARCHAR2(1) | 152 | 4743 | 1 | 4743 | | |
| Mother's Race - Chinese Checkbox | VARCHAR2(1) | 153 | 4744 | 1 | 4744 | | |
| Mother's Race - Filipino Checkbox | VARCHAR2(1) | 154 | 4745 | 1 | 4745 | | |
| Mother's Race- Japanese Checkbox | VARCHAR2(1) | 155 | 4746 | 1 | 4746 | | |
| Mother's Race- Korean Checkbox | VARCHAR2(1) | 156 | 4747 | 1 | 4747 | | |
| Mother's Race- Vietnamese Checkbox | VARCHAR2(1) | 157 | 4748 | 1 | 4748 | | |
| Mother's Race - Hmong Checkbox | VARCHAR2(1) | 158 | 4749 | 1 | 4749 | | |
| Mother's Race - Cambodian Checkbox | VARCHAR2(1) | 159 | 4750 | 1 | 4750 | | |
| Mother's Race - Laotian Checkbox | VARCHAR2(1) | 160 | 4751 | 1 | 4751 | | |
| Mother's Race- Other Asian Checkbox | VARCHAR2(1) | 161 | 4752 | 1 | 4752 | | |
| Mother's Race- Other Asian (specify) | VARCHAR2(30) | 162 | 4753 | 30 | 4782 | | |
| Mother's Race- Other Asian (specify2) | VARCHAR2(30) | 163 | 4783 | 30 | 4812 | | |
| Mother's Race- Native Hawaiian Checkbox | VARCHAR2(1) | 164 | 4813 | 1 | 4813 | | |
| Mother's Race- Guamanian or Chamorro Checkbox | VARCHAR2(1) | 165 | 4814 | 1 | 4814 | | |
| Mother's Race- Samoan Checkbox | VARCHAR2(1) | 166 | 4815 | 1 | 4815 | | |
| Mother's Race- Other Pacific Islander Checkbox | VARCHAR2(1) | 167 | 4816 | 1 | 4816 | | |
| Mother's Race- Other Pacific Islander (specify) | VARCHAR2(30) | 168 | 4817 | 30 | 4846 | | |
| Mother's Race- Other Pacific Islander (specify2) | VARCHAR2(30) | 169 | 4847 | 30 | 4876 | | |
| Mother's Race- Other Checkbox | VARCHAR2(1) | 170 | 4877 | 1 | 4877 | | |
| Mother's Race- Other (specify) | VARCHAR2(30) | 171 | 4878 | 30 | 4907 | | |
| Mother's Race- Other (specify2) | VARCHAR2(30) | 172 | 4908 | 30 | 4937 | | |
| Mother's Race- Unknown Checkbox | VARCHAR2(1) | 173 | 4938 | 1 | 4938 | | |
| Mother Hisp - No, not Spanish/Hispanic/Latino Checkbox | VARCHAR2(1) | 174 | 4939 | 1 | 4939 | | |
| Mother Hisp - Yes, Mexican, Mexican American, Chicano Checkb | VARCHAR2(1) | 175 | 4940 | 1 | 4940 | | |
| Mother Hisp - Yes, Puerto Rican Checkbox | VARCHAR2(1) | 176 | 4941 | 1 | 4941 | | |
| Mother Hisp - Yes, Cuban Checkbox | VARCHAR2(1) | 177 | 4942 | 1 | 4942 | | |
| Mother Hisp - Yes, other Spanish/Hispanic/Latino Checkbox | VARCHAR2(1) | 178 | 4943 | 1 | 4943 | | |
| Mother Hisp - Yes, other Spanish/Hispanic/Latino (specify) | VARCHAR2(20) | 179 | 4944 | 20 | 4963 | | |
| Mother Hisp - Unknown if Spanish/Hispanic/Latino Checkbox | VARCHAR2(1) | 180 | 4964 | 1 | 4964 | | |
| | | | | | | | |
| **Paternity Documents at time of Birth Filing (from BIRTH_SPE** | | | | | | | |
| HNPS - Sequence Number | NUMBER(15) | 181 | 4965 | 15 | 4979 | | |
| HNPS - Filing Date | DATE | 182 | 4980 | 17 | 4996 | | |
| HNPS - Date Husband Signed HNPS | DATE | 183 | 4997 | 8 | 5004 | | |
| HNPS - Husband's First Name | VARCHAR2(50) | 184 | 5005 | 50 | 5054 | | |
| HNPS - Husband's Middle Name | VARCHAR2(50) | 185 | 5055 | 50 | 5104 | | |
| HNPS - Husband's Last Name | VARCHAR2(50) | 186 | 5105 | 50 | 5154 | | |
| HNPS - Husband's Suffix Name | VARCHAR2(10) | 187 | 5155 | 10 | 5164 | | |
| HNPS - Husband's SSN | VARCHAR2(9) | 188 | 5165 | 9 | 5173 | | |
| HNPS - Date of Marriage | DATE | 189 | 5174 | 8 | 5181 | | |

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| Field Name | Description | Source of data item | FEED Ref | TABLE_NAME | COLUMN_NAME |
|---|---|---|---|---|---|
| HNPS - Date of Marriage Unknown Indicator | | Birth Special | 7310 | BIRTH_SPECIAL_TBL | HNPS_MARRIAGE_DT_UNK |
| HNPS - City of Marriage | | Birth Special | 7319 | BIRTH_SPECIAL_TBL | HNPS_MARRIAGE_CTY |
| HNPS - State of Marriage | | Birth Special | 7317 | BIRTH_SPECIAL_TBL | HNPS_MARRIAGE_ST |
| HNPS - Country of Marriage | | Birth Special | 7315 | BIRTH_SPECIAL_TBL | HNPS_MARRIAGE_CNTRY |
| Husband's Mailing Address Street | | Birth Special | 7320.02 | BIRTH_SPECIAL_TBL | HSBND_MAIL_STRT |
| Husband's Mailing Address Multiunit | | Birth Special | 7320.03 | BIRTH_SPECIAL_TBL | HSBND_MAIL_MLTIUNIT |
| Husband's Mailing Address City/Township | | Birth Special | 7320.1 | BIRTH_SPECIAL_TBL | HSBND_MAIL_CTY |
| Husband's Mailing Address State/Province Code (FIPS Alpha Code) | | Birth Special | 7320.07 | BIRTH_SPECIAL_TBL | HSBND_MAIL_ST_FIPS_CD |
| Husband's Mailing Address Country | | Birth Special | 7320.04 | BIRTH_SPECIAL_TBL | HSBND_MAIL_CNTRY |
| Husband's Mailing Address Zip Code | | Birth Special | 7320.12 | BIRTH_SPECIAL_TBL | HSBND_MAIL_ZIP5 |
| Husband's Mailing Address Zip Code Plus 4 | | Birth Special | 7320.12 | BIRTH_SPECIAL_TBL | HSBND_MAIL_ZIP4 |
| Husband's Mailing Address International Address Flag | Y if non-US address | Birth Special | 7320.12 | BIRTH_SPECIAL_TBL | HSBND_MAIL_INTL_FL |
| Husband's Mailing Address International Postal Code | Postcode for non-US address | Birth Special | 7320.12 | BIRTH_SPECIAL_TBL | HSBND_MAIL_INTL_CD |
| ROP - Sequence Number | | Birth Special | 7397 | BIRTH_SPECIAL_TBL | ROP_ID |
| ROP - Filing Date | CCYYMMDD HH24:MI:SS  This is the date + ti | Birth Special | 7395 | BIRTH_SPECIAL_TBL | ROP_FILE_DT |
| ROP - Mother's Signature Date | CCYYMMDD | Birth Special | 7405 | BIRTH_SPECIAL_TBL | ROP_MTHR_SIGN_DT |
| ROP - Father's Signature Date | CCYYMMDD | Birth Special | 7415 | BIRTH_SPECIAL_TBL | ROP_FTHR_SIGN_DT |
| SURROGACY_FLG | | Birth Special | 7253 | BIRTH_SPECIAL_TBL | SURROGACY_FLG |
| | | | | | |
| **Replacement Information for the most recent replacement is attached to the replacment record, Reversal information is attached to the replacment record that was reversed (is no longer current)** | | | | | |
| Replacement Type | ADOPTION, SUBSEQUENT_MARRIAGE, PA | Birth Replacement | 7701 | BIRTH_REPLACEMENT_TBL | REPLACEMENT_TYPE |
| Reversal Type | | Birth Replacement | 7780 | BIRTH_REPLACEMENT_TBL | REVERSAL_TYPE |
| Reversal Reason | | Birth Replacement | 7781 | BIRTH_REPLACEMENT_TBL | REVERSAL_REASON |
| Reversal Revoker Signed Date | CCYYMMDD | Birth Replacement | 7782 | BIRTH_REPLACEMENT_TBL | REVERSAL_REVOKE_SIGN_DT |
| Reversal Revoker Requestor Type | | Birth Replacement | 7783 | BIRTH_REPLACEMENT_TBL | REVERSAL_REVOKER_TYPE |
| Reversal Vacate Court Order ID | | Birth Replacement | 7784 | BIRTH_REPLACEMENT_TBL | REVERSAL_COURT_FILE_NBR |
| Reversal Vacate Court Order Date | CCYYMMDD | Birth Replacement | 7785 | BIRTH_REPLACEMENT_TBL | REVERSAL_COURT_FILE_DT |
| Reversal Vacate Court Order State | | Birth Replacement | 7786 | BIRTH_REPLACEMENT_TBL | REVERSAL_COURT_FILE_ST |
| Reversal Vacate Court Order County | | Birth Replacement | 7787 | BIRTH_REPLACEMENT_TBL | REVERSAL_COURT_FILE_CNTY |
| Reversal Date-Time | CCYYMMDD HH24:MI:SS | Birth Replacement | 7789 | BIRTH_REPLACEMENT_TBL | REVERSAL_DT |
| Replacement APPROVED | Not used for ROP or Surrogacy. | Birth Replacement | 7702 | BIRTH_REPLACEMENT_TBL | APPROVED |
| Replacement APPROVED_DT | CCYYMMDD HH24:MI:SS | Birth Replacement | 7704 | BIRTH_REPLACEMENT_TBL | APPROVED_DT |
| Replacement CREATED_DT | CCYYMMDD HH24:MI:SS | Birth Replacement | 7706 | BIRTH_REPLACEMENT_TBL | CREATED_DT |
| Replacement SURROGACY_FLG | | Birth Replacement | 7707 | BIRTH_REPLACEMENT_TBL | SURROGACY_FLG |
| Replacement ADOPTION_TYPE | | Birth Replacement | 7713 | BIRTH_REPLACEMENT_TBL | ADOPTION_TYPE |
| Replacement ADOPTION_COURT_FILE_DT | CCYYMMDD | Birth Replacement | 7714 | BIRTH_REPLACEMENT_TBL | ADOPTION_COURT_FILE_DT |
| Replacement ADOPTION_COURT_FILE_NO | | Birth Replacement | 7715 | BIRTH_REPLACEMENT_TBL | ADOPTION_COURT_FILE_NO |
| Replacement ADOPTION_COURT_ST | | Birth Replacement | 7716 | BIRTH_REPLACEMENT_TBL | ADOPTION_COURT_ST |
| Replacement ADOPTION_COURT_CNTY | | Birth Replacement | 7717 | BIRTH_REPLACEMENT_TBL | ADOPTION_COURT_CNTY |
| Replacement ROP_FILING_LOCATION | | Birth Replacement | 7736 | BIRTH_REPLACEMENT_TBL | ROP_FILING_LOCATION |
| Replacement ROP_FILE_DT | CCYYMMDD HH24:MI:SS | Birth Replacement | 7737 | BIRTH_REPLACEMENT_TBL | ROP_FILE_DT |
| Replacement ROP_MTHR_SIGN_DT | CCYYMMDD | Birth Replacement | 7738 | BIRTH_REPLACEMENT_TBL | ROP_MTHR_SIGN_DT |
| Replacement ROP_FTHR_SIGN_DT | CCYYMMDD | Birth Replacement | 7739 | BIRTH_REPLACEMENT_TBL | ROP_FTHR_SIGN_DT |
| Replacement HNPS_FILE_DT | CCYYMMDD HH24:MI:SS | Birth Replacement | 7740 | BIRTH_REPLACEMENT_TBL | HNPS_FILE_DT |
| Replacement HNPS_HSBND_SIGN_DT | CCYYMMDD | Birth Replacement | 7741 | BIRTH_REPLACEMENT_TBL | HNPS_HSBND_SIGN_DT |
| Replacement HNPS_HSBND_FRST_NME | | Birth Replacement | 7742 | BIRTH_REPLACEMENT_TBL | HNPS_HSBND_FRST_NME |
| Replacement HNPS_HSBND_MIDD_NME | | Birth Replacement | 7743 | BIRTH_REPLACEMENT_TBL | HNPS_HSBND_MIDD_NME |
| Replacement HNPS_HSBND_LST_NME | | Birth Replacement | 7744 | BIRTH_REPLACEMENT_TBL | HNPS_HSBND_LST_NME |
| Replacement HNPS_HSBND_SFX_NME | | Birth Replacement | 7745 | BIRTH_REPLACEMENT_TBL | HNPS_HSBND_SFX_NME |
| Replacement HNPS_HSBND_SSN | | Birth Replacement | 7746 | BIRTH_REPLACEMENT_TBL | HNPS_HSBND_SSN |

Docusign Envelope ID: B0EEDE80-7C84-4C1A-AC14-076E7C41A80E

| Field Name | FORMAT | Item | Start Pos | Length | End Pos | Format example | |
|---|---|---|---|---|---|---|---|
| HNPS - Date of Marriage Unknown Indicator | VARCHAR2(1) | 190 | 5182 | 1 | 5182 | | |
| HNPS - City of Marriage | VARCHAR2(50) | 191 | 5183 | 50 | 5232 | | |
| HNPS - State of Marriage | VARCHAR2(28) | 192 | 5233 | 28 | 5260 | | |
| HNPS - Country of Marriage | VARCHAR2(50) | 193 | 5261 | 50 | 5310 | | |
| Husband's Mailing Address Street | VARCHAR2(90) | 194 | 5311 | 90 | 5400 | | |
| Husband's Mailing Address Multiunit | VARCHAR2(15) | 195 | 5401 | 15 | 5415 | | |
| Husband's Mailing Address City/Township | VARCHAR2(50) | 196 | 5416 | 50 | 5465 | | |
| Husband's Mailing Address State/Province Code (FIPS Alpha Cod | VARCHAR2(2) | 197 | 5466 | 2 | 5467 | | |
| Husband's Mailing Address Country | VARCHAR2(50) | 198 | 5468 | 50 | 5517 | | |
| Husband's Mailing Address Zip Code | VARCHAR2(5) | 199 | 5518 | 5 | 5522 | | |
| Husband's Mailing Address Zip Code Plus 4 | VARCHAR2(4) | 200 | 5523 | 4 | 5526 | | |
| Husband's Mailing Address International Address Flag | VARCHAR2(1) | 201 | 5527 | 1 | 5527 | | |
| Husband's Mailing Address International Postal Code | VARCHAR2(14) | 202 | 5528 | 14 | 5541 | | |
| ROP - Sequence Number | NUMBER(15) | 203 | 5542 | 15 | 5556 | | |
| ROP - Filing Date | DATE | 204 | 5557 | 17 | 5573 | | |
| ROP - Mother's Signature Date | DATE | 205 | 5574 | 8 | 5581 | | |
| ROP - Father's Signature Date | DATE | 206 | 5582 | 8 | 5589 | | |
| SURROGACY_FLG | VARCHAR2(1) | 207 | 5590 | 1 | 5590 | | |
| | | | | | | | |
| **Replacement Information for the most recent replacement is a** | | | | | | | |
| Replacement Type | VARCHAR2(22) | 208 | 5591 | 22 | 5612 | | |
| Reversal Type | VARCHAR2(6) | 209 | 5613 | 6 | 5618 | | |
| Reversal Reason | VARCHAR2(50) | 210 | 5619 | 50 | 5668 | | |
| Reversal Revoker Signed Date | DATE | 211 | 5669 | 8 | 5676 | | |
| Reversal Revoker Requestor Type | VARCHAR2(7) | 212 | 5677 | 7 | 5683 | | |
| Reversal Vacate Court Order ID | VARCHAR2(15) | 213 | 5684 | 15 | 5698 | | |
| Reversal Vacate Court Order Date | DATE | 214 | 5699 | 8 | 5706 | | |
| Reversal Vacate Court Order State | VARCHAR2(28) | 215 | 5707 | 28 | 5734 | | |
| Reversal Vacate Court Order County | VARCHAR2(35) | 216 | 5735 | 35 | 5769 | | |
| Reversal Date-Time | DATE | 217 | 5770 | 17 | 5786 | | |
| Replacement APPROVED | CHAR(1) | 218 | 5787 | 1 | 5787 | | |
| Replacement APPROVED_DT | DATE | 219 | 5788 | 17 | 5804 | | |
| Replacement CREATED_DT | DATE | 220 | 5805 | 17 | 5821 | | |
| Replacement SURROGACY_FLG | VARCHAR2(1) | 221 | 5822 | 1 | 5822 | | |
| Replacement ADOPTION_TYPE | VARCHAR2(20) | 222 | 5823 | 20 | 5842 | | |
| Replacement ADOPTION_COURT_FILE_DT | DATE | 223 | 5843 | 8 | 5850 | | |
| Replacement ADOPTION_COURT_FILE_NO | VARCHAR2(15) | 224 | 5851 | 15 | 5865 | | |
| Replacement ADOPTION_COURT_ST | VARCHAR2(28) | 225 | 5866 | 28 | 5893 | | |
| Replacement ADOPTION_COURT_CNTY | VARCHAR2(35) | 226 | 5894 | 35 | 5928 | | |
| Replacement ROP_FILING_LOCATION | VARCHAR2(8) | 227 | 5929 | 8 | 5936 | | |
| Replacement ROP_FILE_DT | DATE | 228 | 5937 | 17 | 5953 | | |
| Replacement ROP_MTHR_SIGN_DT | DATE | 229 | 5954 | 8 | 5961 | | |
| Replacement ROP_FTHR_SIGN_DT | DATE | 230 | 5962 | 8 | 5969 | | |
| Replacement HNPS_FILE_DT | DATE | 231 | 5970 | 17 | 5986 | | |
| Replacement HNPS_HSBND_SIGN_DT | DATE | 232 | 5987 | 8 | 5994 | | |
| Replacement HNPS_HSBND_FRST_NME | VARCHAR2(50) | 233 | 5995 | 50 | 6044 | | |
| Replacement HNPS_HSBND_MIDD_NME | VARCHAR2(50) | 234 | 6045 | 50 | 6094 | | |
| Replacement HNPS_HSBND_LST_NME | VARCHAR2(50) | 235 | 6095 | 50 | 6144 | | |
| Replacement HNPS_HSBND_SFX_NME | VARCHAR2(10) | 236 | 6145 | 10 | 6154 | | |
| Replacement HNPS_HSBND_SSN | VARCHAR2(9) | 237 | 6155 | 9 | 6163 | | |

Docusign Envelope ID: B0EEDE80-7C84-4C1A-AC14-076E7C41A80E

| Field Name | Description | Source of data item | FEED Ref | TABLE_NAME | COLUMN_NAME |
|---|---|---|---|---|---|
| Replacement HNPS_MARRIAGE_DT | CCYYMMDD | Birth Replacement | 7747 | BIRTH_REPLACEMENT_TBL | HNPS_MARRIAGE_DT |
| Replacement HNPS_MARRIAGE_DT_UNK | | Birth Replacement | 7748 | BIRTH_REPLACEMENT_TBL | HNPS_MARRIAGE_DT_UNK |
| Replacement HNPS_MARRIAGE_CNTRY | | Birth Replacement | 7749 | BIRTH_REPLACEMENT_TBL | HNPS_MARRIAGE_CNTRY |
| Replacement HNPS_MARRIAGE_CNTRY_OTHR | | Birth Replacement | 7750 | BIRTH_REPLACEMENT_TBL | HNPS_MARRIAGE_CNTRY_OTHR |
| Replacement HNPS_MARRIAGE_ST | | Birth Replacement | 7751 | BIRTH_REPLACEMENT_TBL | HNPS_MARRIAGE_ST |
| Replacement HNPS_MARRIAGE_CTY | | Birth Replacement | 7752 | BIRTH_REPLACEMENT_TBL | HNPS_MARRIAGE_CTY |
| Replacement HNPS_MARRIAGE_CTY_OTHR | | Birth Replacement | 7753 | BIRTH_REPLACEMENT_TBL | HNPS_MARRIAGE_CTY_OTHR |
| Replacement HSBND_MAIL_STRT | | Birth Replacement | 7754 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_STRT |
| Replacement HSBND_MAIL_MLTIUNIT | | Birth Replacement | 7755 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_MLTIUNIT |
| Replacement HSBND_MAIL_CNTRY | | Birth Replacement | 7756 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_CNTRY |
| Replacement HSBND_MAIL_CNTRY_OTHR | | Birth Replacement | 7757 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_CNTRY_OTHR |
| Replacement HSBND_MAIL_CNTRY_FIPS_CD | | Birth Replacement | 7758 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_CNTRY_FIPS_CD |
| Replacement HSBND_MAIL_ST | | Birth Replacement | 7759 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_ST |
| Replacement HSBND_MAIL_ST_FIPS_CD | | Birth Replacement | 7760 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_ST_FIPS_CD |
| Replacement HSBND_MAIL_CTY | | Birth Replacement | 7761 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_CTY |
| Replacement HSBND_MAIL_CTY_OTHR | | Birth Replacement | 7762 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_CTY_OTHR |
| Replacement HSBND_MAIL_ZIP5 | | Birth Replacement | 7763 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_ZIP5 |
| Replacement HSBND_MAIL_ZIP4 | | Birth Replacement | 7764 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_ZIP4 |
| Replacement HSBND_MAIL_INTL_FL | Y if non-US address | Birth Replacement | 7765 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_INTL_FL |
| Replacement HSBND_MAIL_INTL_CD | Postcode for non-US address | Birth Replacement | 7766 | BIRTH_REPLACEMENT_TBL | HSBND_MAIL_INTL_CD |
| Replacement COURT_ST | | Birth Replacement | 7767 | BIRTH_REPLACEMENT_TBL | COURT_ST |
| Replacement COURT_CNTY | | Birth Replacement | 7768 | BIRTH_REPLACEMENT_TBL | COURT_CNTY |
| Replacement COURT_FILE_NBR | Note: When used to Revoke will indicate "MOT | Birth Replacement | 7769 | BIRTH_REPLACEMENT_TBL | COURT_FILE_NBR |
| Replacement COURT_FILE_DT | CCYYMMDD | Birth Replacement | 7770 | BIRTH_REPLACEMENT_TBL | COURT_FILE_DT |
| Replacement COURT_ACTION_ADD_FTHR | Y/N | Birth Replacement | 7771 | BIRTH_REPLACEMENT_TBL | COURT_ACTION_ADD_FTHR |
| Replacement COURT_ACTION_REMOVE_FTHR | Y/N | Birth Replacement | 7772 | BIRTH_REPLACEMENT_TBL | COURT_ACTION_REMOVE_FTHR |
| Replacement COURT_ACTION_EDIT_FTHR | Y/N | Birth Replacement | 7773 | BIRTH_REPLACEMENT_TBL | COURT_ACTION_EDIT_FTHR |
| Replacement COURT_ACTION_ADD_MTHR | Y/N | Birth Replacement | 7774 | BIRTH_REPLACEMENT_TBL | COURT_ACTION_ADD_MTHR |
| Replacement COURT_ACTION_REMOVE_MTHR | Y/N | Birth Replacement | 7775 | BIRTH_REPLACEMENT_TBL | COURT_ACTION_REMOVE_MTHR |
| Replacement COURT_ACTION_EDIT_MTHR | Y/N | Birth Replacement | 7776 | BIRTH_REPLACEMENT_TBL | COURT_ACTION_EDIT_MTHR |
| Replacement COURT_ACTION_VACATE_ROP | Y/N Note: This will also be used for REVOKE F | Birth Replacement | 7777 | BIRTH_REPLACEMENT_TBL | COURT_ACTION_VACATE_ROP |
| | | | | | |
| **Amendment Information:** | | | | | |
| Date-Time of most recent amendment or correction | CCYYMMDD HH24:MI:SS | Audits | | SELECT MAX(DATE_TIME) FROM MRC.AUDITS WHERE BIRTH_RECOR | |
| | | | | | |
| | | | | | |
| ~~Note: When an ROP/HNPS that was filed with the birth record is revoked, the Court Action Vacate type of replacement will be used but in place of Replacement Court File Note: Number we will put:~~ | | | | | |
| | ~~MOTHER REVOKED~~ | | | | |
| | ~~FATHER REVOKED~~ | | | | |
| | ~~HUSBAND REVOKED~~ | | | | |
| **Note: The columns below are being added to birth special table to avoid the workaround above (enhancement 3792):** | | | | | |
| **They are similar to the Reversal columns for replacements** | | | | | |
| | | | | | |
| Rescind Type | | Birth Special | | BIRTH_SPECIAL_TBL | RESCIND_TYPE |
| Rescind Void Reason | | Birth Special | | BIRTH_SPECIAL_TBL | RESCIND_REASON |
| Rescind Revoker Signed Date | CCYYMMDD | Birth Special | | BIRTH_SPECIAL_TBL | RESCIND_REVOKE_SIGN_DT |
| Rescind Revoker Requestor Type | | Birth Special | | BIRTH_SPECIAL_TBL | RESCIND_REVOKER_TYPE |
| Rescind Vacate Court Order ID | | Birth Special | | BIRTH_SPECIAL_TBL | RESCIND_COURT_FILE_NBR |
| Rescind Vacate Court Order Date | CCYYMMDD | Birth Special | | BIRTH_SPECIAL_TBL | RESCIND_COURT_FILE_DT |
| Rescind Vacate Court Order State | | Birth Special | | BIRTH_SPECIAL_TBL | RESCIND_COURT_FILE_ST |

Docusign Envelope ID: B0EEDE80-7C84-4C1A-AC14-076E7C41A80E

| Field Name | FORMAT | Item | Start Pos | Length | End Pos | Format example | |
|---|---|---|---|---|---|---|---|
| Replacement HNPS_MARRIAGE_DT | DATE | 238 | 6164 | 8 | 6171 | | |
| Replacement HNPS_MARRIAGE_DT_UNK | VARCHAR2(1) | 239 | 6172 | 1 | 6172 | | |
| Replacement HNPS_MARRIAGE_CNTRY | VARCHAR2(50) | 240 | 6173 | 50 | 6222 | | |
| Replacement HNPS_MARRIAGE_CNTRY_OTHR | VARCHAR2(50) | 241 | 6223 | 50 | 6272 | | |
| Replacement HNPS_MARRIAGE_ST | VARCHAR2(28) | 242 | 6273 | 28 | 6300 | | |
| Replacement HNPS_MARRIAGE_CTY | VARCHAR2(50) | 243 | 6301 | 50 | 6350 | | |
| Replacement HNPS_MARRIAGE_CTY_OTHR | VARCHAR2(50) | 244 | 6351 | 50 | 6400 | | |
| Replacement HSBND_MAIL_STRT | VARCHAR2(90) | 245 | 6401 | 90 | 6490 | | |
| Replacement HSBND_MAIL_MLTIUNIT | VARCHAR2(15) | 246 | 6491 | 15 | 6505 | | |
| Replacement HSBND_MAIL_CNTRY | VARCHAR2(50) | 247 | 6506 | 50 | 6555 | | |
| Replacement HSBND_MAIL_CNTRY_OTHR | VARCHAR2(50) | 248 | 6556 | 50 | 6605 | | |
| Replacement HSBND_MAIL_CNTRY_FIPS_CD | VARCHAR2(2) | 249 | 6606 | 2 | 6607 | | |
| Replacement HSBND_MAIL_ST | VARCHAR2(28) | 250 | 6608 | 28 | 6635 | | |
| Replacement HSBND_MAIL_ST_FIPS_CD | VARCHAR2(2) | 251 | 6636 | 2 | 6637 | | |
| Replacement HSBND_MAIL_CTY | VARCHAR2(50) | 252 | 6638 | 50 | 6687 | | |
| Replacement HSBND_MAIL_CTY_OTHR | VARCHAR2(50) | 253 | 6688 | 50 | 6737 | | |
| Replacement HSBND_MAIL_ZIP5 | VARCHAR2(5) | 254 | 6738 | 5 | 6742 | | |
| Replacement HSBND_MAIL_ZIP4 | VARCHAR2(4) | 255 | 6743 | 4 | 6746 | | |
| Replacement HSBND_MAIL_INTL_FL | VARCHAR2(1) | 256 | 6747 | 1 | 6747 | | |
| Replacement HSBND_MAIL_INTL_CD | VARCHAR2(14) | 257 | 6748 | 14 | 6761 | | |
| Replacement COURT_ST | VARCHAR2(28) | 258 | 6762 | 28 | 6789 | | |
| Replacement COURT_CNTY | VARCHAR2(35) | 259 | 6790 | 35 | 6824 | | |
| Replacement COURT_FILE_NBR | VARCHAR2(15) | 260 | 6825 | 15 | 6839 | | |
| Replacement COURT_FILE_DT | DATE | 261 | 6840 | 8 | 6847 | | |
| Replacement COURT_ACTION_ADD_FTHR | VARCHAR2(1) | 262 | 6848 | 1 | 6848 | | |
| Replacement COURT_ACTION_REMOVE_FTHR | VARCHAR2(1) | 263 | 6849 | 1 | 6849 | | |
| Replacement COURT_ACTION_EDIT_FTHR | VARCHAR2(1) | 264 | 6850 | 1 | 6850 | | |
| Replacement COURT_ACTION_ADD_MTHR | VARCHAR2(1) | 265 | 6851 | 1 | 6851 | | |
| Replacement COURT_ACTION_REMOVE_MTHR | VARCHAR2(1) | 266 | 6852 | 1 | 6852 | | |
| Replacement COURT_ACTION_EDIT_MTHR | VARCHAR2(1) | 267 | 6853 | 1 | 6853 | | |
| Replacement COURT_ACTION_VACATE_ROP | VARCHAR2(1) | 268 | 6854 | 1 | 6854 | | |
| | | | | | | | |
| **Amendment Information:** | | | | | | | |
| Date-Time of most recent amendment or correction | DATE | 269 | 6855 | 17 | 6871 | 20090819 06:39:00 | |
| | | | | | | | |
| | | | | | | | |
| ~~Note: When an ROP/HNPS that was filed with the birth record is r~~ | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| **Note: The columns below are being added to birth special tab** | | | | | | | |
| **They are similar to the Reversal columns for replacements** | | | | | | | |
| | | | | | | | |
| Rescind Type | VARCHAR2(6) | 270 | 6872 | 6 | 6877 | | |
| Rescind Void Reason | VARCHAR2(50) | 271 | 6878 | 50 | 6927 | | |
| Rescind Revoker Signed Date | DATE | 272 | 6928 | 8 | 6935 | | |
| Rescind Revoker Requestor Type | VARCHAR2(7) | 273 | 6936 | 7 | 6942 | | |
| Rescind Vacate Court Order ID | VARCHAR2(15) | 274 | 6943 | 15 | 6957 | | |
| Rescind Vacate Court Order Date | DATE | 275 | 6958 | 8 | 6965 | | |
| Rescind Vacate Court Order State | VARCHAR2(28) | 276 | 6966 | 28 | 6993 | | |

Docusign Envelope ID: B0EEDE80-7C84-4C1A-AC14-076E7C41A80E

| Field Name | Description | Source of data item | FEED Ref | TABLE_NAME | COLUMN_NAME |
|---|---|---|---|---|---|
| Rescind Vacate Court Order County | | Birth Special | | BIRTH_SPECIAL_TBL | RESCIND_COURT_FILE_CNTY |
| Rescind Date-Time | CCYYMMDD HH24:MI:SS | Birth Special | | BIRTH_SPECIAL_TBL | RESCIND_DT |
| | | | | | |
| Date-Time of File Production | CCYYMMDD HH24:MI:SS | SYSDATE | Note: This was requested by DHS to be incorporated into the file they had previously requested | | |

Docusign Envelope ID: B0EEDE80-7C84-4C1A-AC14-076E7C41A80E

| Field Name | FORMAT | Item | Start Pos | Length | End Pos | Format example | |
|---|---|---|---|---|---|---|---|
| Rescind Vacate Court Order County | VARCHAR2(35) | 277 | 6994 | 35 | 7028 | | |
| Rescind Date-Time | DATE | 278 | 7029 | 17 | 7045 | | |
| | | | | | | | |
| Date-Time of File Production | it in file name | 279 | 7046 | 17 | 7062 | | |

Docusign Envelope ID: B0EEDE80-7C84-4C1A-AC14-076E7C41A80E

# Attachment C

H1201 001
MN DEPARTMENT OF HEALTH
Financial Management
PO BOX 64975
ST PAUL MN 55164-0975

DEPARTMENT OF HEALTH
**INVOICE**

| | |
|---|---|
| Customer No: | H550100001 |
| Payment Terms: | Due in 30 |
| Due Date: | June 14, 2025 |
| Invoice: | 00000867634 |
| Invoice Date: | May 15, 2025 |
| From Date: | To Date: |
| Purchase Order: | |
| Page: | 1 of 1 |

Bill To:

HUMAN SERVICES DEPT - DHS
Attn: Benefit Policy Mgr
PO Box 64984
St. Paul MN 55164-0972

**AMOUNT DUE:** 30,750.00

For billing questions, please call 651-201-5237

SAMPLE

| | | | | Original |
|---|---|---|---|---|
| Recognition of Parentage | 1.00 | LO | 30,750.00 | 30,750.00 |
| | | | **Subtotal:** | 30,750.00 |
| | | | **Amount Due:** | **30,750.00** |

Billing for Recognition of Parentage
3rd Quarter 2025
IAK% 176099

Bill To:

HUMAN SERVICES DEPT - DHS
Attn: Benefit Policy Mgr
PO Box 64984
St. Paul MN 55164-0972

Please Remit To:

MN DEPARTMENT OF HEALTH
PO BOX 64975
FINANCIAL MANAGEMENT
ST. PAUL MN 55164-0975

| | |
|---|---|
| Customer No: | H550100001 |
| Payment Terms: | Due in 30 |
| Due Date: | June 14, 2025 |

Address Change? If yes, Check box.
Write correct address on back. ---------- +

**Amount Due:** **30,750.00**

Amount Remitted

Docusign Envelope ID: B0EEDE80-7C84-4C1A-AC14-076E7C41A80E

H1201 H550100001ZZZZZ 0 000008676 34ZZZZZZZZZZZ 2 0003075000

| Line | Identifier | Description | Qty | UOM | Unit Amt | Net Amount |
|---|---|---|---|---|---|---|

SAMPLE

Docusign Envelope ID: B0EEDE80-7C84-4C1A-AC14-076E7C41A80E

MINNESOTA

# State of Minnesota
# Report Summary

**Printed On:** May 15, 2025

**Number of Envelopes:** 1

**Process Instance:** 49815245

SAMPLE

Docusign Envelope ID: B0B5FE59-B349-4503-8684-74FF9D94B950

# State of Minnesota

# Interagency Agreement

This Interagency Agreement ("Agreement") is between the Minnesota Office of Higher Education ("OHE") and the Minnesota Department of Health ("MDH").

**Recitals**

WHEREAS, the *Minnesota Department of Health* (hereinafter "MDH") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the *Minnesota Office of Higher Education* (hereinafter "OHE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

**Agreement**

1. **Term of Agreement**

1.1 Effective date. July 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Scope of Work**

2.1 **OHE'S DUTIES**. OHE shall provide funding to MDH to fund the salary and benefit costs of a staff position to support the Minnesota Student Parent Support Initiative (SPSI) and related travel expenses for the remainder of the biennium. The purpose of the SPSI is to "address the needs and support the educational goals of expectant and parenting college students across Minnesota, the commissioner shall award grants and provide support services to institutions and partnering entities that assist expectant parents and parents or legal guardians of young children" (Minn. Stat. § 136A.1251). The SPSI establishes a competitive grant program administered by the OHE, in partnership with the MDH, to support entities and institutions that assist pregnant women or parents of young children.

Specific duties OHE will perform include:

- Prepare SPSI proposal guidelines and instructions for applicants
- Develop appropriate criteria for the evaluation of SPSI proposals
- Establish SPSI proposal review and selection process for external reviewers
- Develop appropriate reporting standards and program evaluation procedures to assure compatibility of data and compliance with program requirements

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- Assist grantees with developing evaluation protocols to track outcomes of student-parent support, for institutional use and ongoing programmatic improvement
- Monitor funded projects for conformance with state regulations and program requirements
- Negotiate and finalize program design and budgets for funded projects
- Prepare grant award letters and other correspondence for agency action
- Inform non-funded applicants by phone/letter of the status of their proposals
- Publicize and promote SPSI program activities through news releases and articles in content area newsletters in electronic communications, and presentations at state meetings of appropriate organizations
- Prepare grant agreements for OHE's Financial Services and the grantee's business office
- Establish payment procedures and award grant payments with project activities, state guidelines and requirements
- Assure completion of evaluation and fiscal reports by SPSI grantee institutions
- Coordinate SPSI program with federal, state, and local funds and resources as appropriate and available (Head Start/Early Head Start, SNAP, SNAP E & T, CCAMPIS, Title IX, State Grant, Child Care Grant, MFIP, etc.)
- Consult with grantees on implementation issues related to student-parent support, student-parent center activities, and childcare support, in order to increase/improve support to students and their children
- Attend (at least monthly) various advisory councils and working groups including, but not limited to those organized by MNSPA, the Minnesota Department of Health, the Minnesota Department of Education, and other entities who organize committees regarding issues that impact student-parents and their children.

2.2 **MDH'S DUTIES.** MDH shall, through its normal hiring processes, recruit and hire a staff person to fill the role of Public Health Nursing Advisor Sr. This role shall provide consultation and oversee health-related services provided to student parents and their children by participating institutions: MDH shall provide onboarding, training, supervision, and evaluation of this position in alignment with Minnesota State policies and procedures, as well as in alignment with any applicable bargaining unit contracts or personnel plans.

MDH will hire a Public Health Nursing Advisor Sr. to provide consultation, technical support and oversee health-related services provided to student parents and their children at participating institutions. This includes:

- Assessing their institution's health and health care resources (internal and external) in relation to student parent needs. Ensure programs, services, and materials are medically accurate, age appropriate, culturally and linguistically appropriate, and inclusive of all populations,
- Ensuring standards for high quality health care/services are in place for grantees with in-house health care services,
- Providing technical assistance and training for institutional parent support center staff on how to conduct screenings and referrals for the health concerns of student parents, including alcohol misuse, substance use disorders, depression, anxiety, intimate partner violence, tobacco and nicotine, and other health concerns,
- Identifying community-based resources and health care providers. Foster or strengthen relationships with them to provide easy access to services that serve the target population for this program. Build connections and maximize available resources,

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- Facilitating and providing warm referrals to community supports. Encourage and support parents to access these resources,
- Providing resources on variety of health issues student parents and children might experience,
- Providing training for grantee staff on identified topics such as the importance of preventive care, impact of physical and mental health – parent and child - on education outcomes, types of supports available in community, how to partner with community-based health organizations and to provide easier access to care/support.
- Helping identify speakers to bring in identified trainings for student parents (child development, preventive care, understanding health care and using it effectively, etc.)
- Participating and contributing to MN Student Parent Alliance (MN SPA)

2.3 **PROGRAM GOALS & OUTCOMES.** There are several short-term goals and long-term outcomes for the Student Parent Support Initiative. OHE and MDH will work in partnership to determine how progress toward these goals are to be measured and data collected.

Program goals include:

- Increased number of institutions of higher education that provide specialized services for expectant and parenting students
- Expectant and parenting students at grantee institutions have access to individualized support services
- Expectant and parenting students at grantee institutions have access to health and well-being services and resources for themselves and their children
- Increased ability to collect data about expectant and parenting students and their families

## 3. Consideration and Payment

3.1 Consideration for all services performed by MDH pursuant to this Agreement shall be paid by the OHE as follows:

3.1.1 The actual costs of salary and expenses for the Public Health Nursing Advisor Sr. (of the Student Parent Support Initiative) for the period of July 1, 2025, through June 30, 2027, not to exceed two hundred ninety-two thousand dollars ($292,000).

3.1.2 MDH will invoice the OHE on a quarterly basis for actual costs incurred.

3.2 Terms of Payment. Payment shall be made by OHE 30 days after MDH has presented invoices for services performed to the Minnesota Office of Higher Education.

3.3 Total Obligation. The total obligation of OHE for all compensation and reimbursements to MDH under this Agreement will not exceed $292,000.

## 4. Conditions of Payment

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

## 5. Authorized Representative

OHE's Authorized Representative is Poawit Yang, Chief Financial Officer, 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108-5227, 651-259-3950, or his/her successor or delegate.

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MDH's Authorized Representative is Julie Neitzel Carr, Supervisor, Adolescent & School Health Unit, 625 N. Robert Street, St. Paul, MN 55164, 651-201-3652, or his/her successor or delegate.

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

7. **Liability**
Each party will be responsible for its own acts and behaviors and the results thereof.

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

9. **Attachments**
Exhibit A: Budget Summary, is attached and incorporated into this Agreement.

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

Print Name: Seurer, Catherine
Signature: Seurer, Catherine (DocuSigned by: E54485EBE2AE4D8...)
Title: Contracts Coodinator Date: June 27, 2025

SWIFT Contract No. 272065/PO 3000009187

**2. Minnesota Department of Health**
*With delegated authority*

Print Name: Christine Taylor
Signature: Christine Taylor (Signed by: F12184B6D90D4B2...)
Title: Financial Services Manager Date: July 14, 2025

**3. Office of Higher Education**
*With delegated authority*

Print Name: PaZong Thao
Signature: PaZong Thao (DocuSigned by: 5A76479B1B5340E...)
Title: Contracts Director Date: July 14, 2025

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# Exhibit A: Budget Summary

**Organization Name:** MN Department of Health

**Budget Contact**

**Name:** Julie Neitzel Carr
**Title:** Adolescent and School Health Unit
**Email:** Julie.NeitzelCarr@state.mn.us
**Phone:** 651-201-3652

| Budget Summary | |
|---|---|
| **Line/Category** | **TOTAL** |
| Salary & Fringe Benefits | $292,00 |
| Contractual Services | $0 |
| Travel | $0 |
| Supplies | $0 |
| Equipment | $0 |
| Other | $0 |
| **Subtotal (direct costs)** | **$292,000** |
| Indirect Costs 23.2% | $0 |
| **Total** | **$292,000** |

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**STATE OF MINNESOTA**
**INTERAGENCY AGREEMENT**
**SWIFT Contract No:** 274735
PO: 3000055750

This agreement is between the Minnesota Department of Health ("MDH") and the Minnesota Department of Agriculture ("MDA").

**Recitals**

**WHEREAS,** MDH and MDA are empowered to enter into interagency agreements pursuant to Minnesota Statutes section 471.59, subdivision 10; and

**WHEREAS,** MDH is responsible for the provision of services to all tenants of the Orville L. Freeman ("Freeman") and MDA/MDH Laboratory ("Lab") buildings for which the tenants are jointly responsible for paying; and

**WHEREAS**, the services that MDH provides are essential for the building tenants to have meaningful use of the property. For example, MDH provides fire prevention, receptionist services, greenery maintenance, and security badges. MDH enters into contracts with vendors to maintain server rooms, the compressed air system, and the water system, among other things; and

**WHEREAS,** MDA is a recipient of MDH's facilities management services, in both Freeman and the Lab. Accordingly, MDA wishes to reimburse MDH for its proportionate share of the cost of services that MDH provides.

**NOW, THEREFORE,** the parties have entered into the following:

**Agreement**

## 1 Term of Agreement

1.1 ***Effective date*****:** *July 1, 2025*, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2.

1.2 ***Expiration date*****:** *June 30, 2027*, or until all obligations have been satisfactorily fulfilled.

## 2 Scope of Work

- With the exception of state holidays, MDH will provide receptionist services for the Freeman Building from 8:00 a.m. to 4:30 p.m., Monday through Friday. This service includes ongoing staff



DS

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supervision, training, quarterly interagency meetings, and ad hoc discussions to address any issues. MDH will also provide backup reception services, as needed.

- MDH will provide greenery maintenance services for Freeman's Atrium Gardens. The Department of Administration, Office of State Procurement ("OSP") will contract with a qualified vendor to maintain the Atrium Garden.

- MDH will obtain preventive maintenance service contracts to ensure the stability of:

- Lab Building DI water system;
- Lab Building vacuum air system;
- Lab Building compressed air system;
- Freeman and Lab Building server room uninterrupted power supply ("UPS");
- Freeman and Lab Building server rooms air conditioning systems;
- Freeman and Lab Building server room fire suppression systems.

- MDH will, as needed, arrange for repairs to the:

- Lab Building DI water system;
- Lab Building vacuum air system;
- Lab Building compressed air system;
- Lab Building O2 sensors in the bulk gas room;
- Freeman and Lab Building server room uninterrupted power supply;
- Freeman and Lab Building server rooms air conditioning systems;
- Freeman and Lab Building server room fire suppression systems;
- Freeman and Lab Building interior cameras; and
- Freeman and Lab Building interior keycard readers.

- MDH will pay for electricity use in server rooms. Electricity use is provided by the Department of Administration's Plant Management Division pursuant to conditions of the executed lease agreement.

- MDH will pay for visitor badges and distribute them at the Freeman reception area/front desk. Visitors to either Freeman or the Lab may obtain these badges at the front desk when they arrive at Freeman.

- MDH will arrange for the provision of bulk argon and nitrogen gases for use by in the Lab Building. Both MDH and MDA may use these gasses. MDH will assume responsibility for inventorying, ordering, receiving and processing payments for the bulk gasses.

## 3 Consideration and Payment

**A.** For each year of this Agreement, MDA will reimburse MDH for its proportionate share of the costs outlined *infra*, which amounts to 25.20% of the total. Accordingly, MDA will reimburse MDH for 25.20% of the following expenses:

- Receptionist services;

- Greenery maintenance services;

- Freeman interior cameras ;

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- Freeman interior keycard readers; and
- Visitor badges in the Freeman/Lab Buildings.

**B.** In each year of the agreement, MDA will also reimburse MDH for 39.40% of the cost of preventive maintenance contracts and the cost of repairs not covered by service agreements for the following systems, as follows:

- Lab Building DI water system;
- Lab Building vacuum air system;
- Lab Building compressed air system; and
- Lab Building O2 sensors in the bulk gas room (repairs only; no preventive maintenance contract).

- Lab Building interior cameras ;
- Lab Building interior keycard readers; and
- Visitor badges in the Lab Buildings.
- Freeman and Lab Building server room UPS system;

**C.** In each year of the agreement, MDA will reimburse MDH for 10 % of the following costs:

- Freeman and Lab Building server rooms air conditioning systems;
- Freeman and Lab Building server room fire suppression systems; and
- 
- Freeman and Lab Building server room electricity.

**D.** In each year of the agreement, MDA will reimburse MDH for 50 % of the cost for bulk argon and nitrogen gases for use by both agencies in the Lab Building.

**E.** MDH will bill MDA on a monthly basis for actual expenditures incurred in the prior month. Estimated costs for each service are provided in Exhibit A, which is attached and incorporated into this Agreement.

**F.** MDA's total estimated obligation is $318,789.23 for all compensation and reimbursements for the period July 1, 2025 through June 30, 2027.

## 4 Conditions of Payment

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

## 5 Authorized Representative

MDH's Authorized Representative is Kevin Umidon, Director of Facilities Management, Kevin.umidon@state.mn.us 651-201-4539 or his successor.

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MDA's Authorized Representative is Justin Peck, Facilities Manager, justin.peck@state.mn.us 651-201-6598 or his successor.

## 6 Amendments

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

## 7 Liability

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

## 8 Termination

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed DocuSigned by: Stacey Metz 83BADCB2666B4FF... (With delegated authority)

Title Agency Wide Purchasing

Date 8/14/2025

**2. Minnesota Department of Health**

Signed Signed by: Christina Taylor F12184B0D90D4B2... (With delegated authority)

Title: Financial Services Manager

Date: 9/5/2025

**2. Minnesota Department of Agriculture**

Signed DocuSigned by: Andrea Vaubel A052B92710EE430... (With delegated authority)

Title: Deputy Commissioner

Date: 8/14/2025

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| | Estimated costs for FY | Health | AG | BAH | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Services:** | | | | | | | | | | | | |
| Receptionist services | $139,308.00 | $ 100,580.38 | $ 35,105.62 | $ 3,622.01 | Based on 72.20%health, 25.20% AG, and 2.60% BAH. | | | | | | | |
| | | | | | | Budgets | | | | | | |
| **Preventive maintenance:** | | | | | | 1321/1332/1335 | Freeman | Based on 72.20% **Health**, 25.20% **AG**, and 2.60% **BAH**. | | | | |
| | | | | | | 1321/1332 | Lab | Based on59.64 % **Health** and 40.36 % **AG** | | | | |
| Lab Building DI water system. | $ 60,000.00 | $ 36,360.00 | $ 23,640.00 | | Based on60.60 %health and 39.40 % AG | 1321/1332 | Lab/Freeman | Based on59.64 % **Health** and 40.36 % **AG** | | | | |
| Lab Building vacuum air system. | $ 5,000.00 | $ 3,030.00 | $ 1,970.00 | | Based on60.60 %health and 39.40 % AG | 1321/1332 | Server room | Based on a 90% **Health** and 10% **AG** split | | | | |
| Lab Building compressed air system. | $ 18,000.00 | $ 10,908.00 | $ 7,092.00 | | Based on60.60 %health and 39.40 % AG | | | | | | | |
| Freeman and Lab Building server room uninterrupted power supply (UPS). | $ 11,000.00 | $ 6,666.00 | $ 4,334.00 | | Based on60.60 %health and 39.40 % AG | | | | | | | |
| Freeman and Lab Building server rooms air conditioning systems. | $ 10,500.00 | $ 9,450.00 | $ 1,050.00 | | Based on a 90% health and 10% AG split | | | | | | | |
| Freeman and Lab Building server room fire suppression systems. | $ 2,500.00 | $ 2,250.00 | $ 250.00 | | Based on a 90% health and 10% AG split | | | | | | | |
| Greenery maintenance | $ 14,000.00 | $ 10,108.00 | $ 3,528.00 | $ 364.00 | Based on 72.20%health, 25.20% AG, and 2.60% BAH. | | | | | | | |
| | | | | | | | | | | | | |
| **Repairs to the:** | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Lab Building DI water system. | $ 11,000.00 | $ 6,666.00 | $ 4,334.00 | | Based on60.60 %health and 39.40 % AG | | | | | | | |
| Lab Building vacuum air system. | $ 5,000.00 | $ 3,030.00 | $ 1,970.00 | | Based on60.60 %health and 39.40 % AG | | | | | | | |
| Lab Building compressed air system. | $ 8,000.00 | $ 4,848.00 | $ 3,152.00 | | Based on60.60 %health and 39.40 % AG | | | | | | | |
| Lab Building O2 sensors in the bulk gas room. | $ 3,500.00 | $ 2,121.00 | $ 1,379.00 | | Based on60.60 %health and 39.40 % AG | | | | | | | |
| Freeman and Lab Building server room uninterrupted power supply (UPS). | $ 7,000.00 | $ 4,242.00 | $ 2,758.00 | | Based on60.60 %health and 39.40 % AG | | | | | | | |
| Freeman and Lab Building server rooms air conditioning systems. | $ 13,000.00 | $ 11,700.00 | $ 1,300.00 | | Based on a 90% health and 10% AG split | | | | | | | |
| Freeman and Lab Building server room fire suppression systems. | $ 5,000.00 | $ 4,500.00 | $ 500.00 | | Based on a 90% health and 10% AG split | | | | | | | |
| Freeman/Lab Building interior cameras. | $ 6,500.00 | $ 4,693.00 | $ 1,638.00 | $ 169.00 | Based on 72.20%health, 25.20% AG, and 2.60% BAH. | | | | | | | |
| Freeman building interior keycard readers. | $ 2,500.00 | $ 1,805.00 | $ 630.00 | $ 65.00 | Based on 72.20%health, 25.20% AG, and 2.60% BAH. | | | | | | | |
| | | | | | | | | | | | | |
| **Special Utilities:** | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| The electricity use in server rooms | $ 30,000.00 | $ 27,000.00 | $ 3,000.00 | | Based on 90 %health and 10 % AG | | | | | | | |
| Bulk argon and nitrogen gases for lab use | $ 120,000.00 | $ 60,000.00 | $ 60,000.00 | | Split 50% | | | | | | | |
| | | | | | | | | | | | | |
| **Supplies:** | | | | | | | | | | | | |
| Visitor badges | $ 7,000.00 | $ 5,054.00 | $ 1,764.00 | $ 182.00 | Based on 72.20%health, 25.20% AG, and 2.60% BAH. | | | | | | | |
| | | | | | | | | | | | | |
| FY26 total | $ 478,808.00 | $ 315,011.38 | $ 159,394.62 | $ 4,402.01 | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| The total estimated obligation for the period 7/1/25 - 6/30/27. | $ 957,616.00 | $ 630,022.75 | $ 318,789.23 | $ 8,804.02 | | | | | | | | |

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| | Estimated costs for FY | AG |
|---|---|---|
| | | |
| **Services:** | | |
| Receptionist services | $ 116,470.43 | $29,350.55 |
| | | |
| **Preventive maintenance:** | | |
| | | |
| Lab Building DI water system. | $ 50,000.00 | $19,700.00 |
| Lab Building vacuum air system. | $ 3,000.00 | $1,182.00 |
| Lab Building compressed air system. | $ 11,000.00 | $4,334.00 |
| Freeman and Lab Building server room uninterrupted power supply (UPS). | $ 8,000.00 | $3,152.00 |
| Freeman and Lab Building server rooms air conditioning systems. | $ 8,000.00 | $800.00 |
| Freeman and Lab Building server room fire suppression systems. | $ 1,988.00 | $198.80 |
| Greenery maintenance | $ 11,000.00 | $2,772.00 |
| | | |
| **Repairs to the:** | | |
| | | |
| Lab Building DI water system. | $ 8,000.00 | $3,152.00 |
| Lab Building vacuum air system. | $ 4,000.00 | $1,576.00 |
| Lab Building compressed air system. | $ 6,000.00 | $2,364.00 |
| Lab Building O2 sensors in the bulk gas room. | $ 2,500.00 | $985.00 |
| Freeman and Lab Building server room uninterrupted power supply (UPS). | $ 5,000.00 | $1,970.00 |
| Freeman and Lab Building server rooms air conditioning systems. | $ 10,000.00 | $1,000.00 |
| Freeman and Lab Building server room fire suppression systems. | $ 3,500.00 | $350.00 |
| Freeman/Lab Building interior cameras. | $ 5,000.00 | $1,260.00 |
| Freeman building interior keycard readers. | $ 1,875.00 | $472.50 |
| | | |
| **Special Utilities:** | | |
| | | |
| The electricity use in server rooms | $ 30,000.00 | $3,000.00 |
| Bulk argon and nitrogen gases for lab use | $ 60,000.00 | $30,000.00 |
| | | |
| **Supplies:** | | |
| Visitor badges | $ 7,000.00 | $1,764.00 |
| | | |
| FY24 total | $ 352,333.43 | $109,382.85 |
| | | |
| | | |
| The total estimated obligation for the period 7/1/23 - 6/30/25. | $ 704,666.86 | $218,765.70 |

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Minnesota Statutes 142G.03, subdivision 5 requires DCYF to coordinate with MDH to ensure that expenditures from the TANF block grant are expended in compliance with the requirements, limitations, and reporting requirements of part A of Title IV of the Social Security Act, as amended, and any other applicable federal requirement or limitation.

OMB Uniform Grant Guidance, 2 C.F.R. § 200.303, requires recipients and subrecipients establish and maintain effective internal control over federal awards that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statues, regulations, and the terms and conditions of the federal award.

OMB Uniform Grant Guidance, 2 C.F.R. § 200.332, requires pass-through entities to: evaluate the subrecipient's risk of noncompliance with federal statutes, regulations and the terms and conditions of the award; monitor the activities of the subrecipient; and verify the subrecipient is audited.

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, 2025** 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, 2027**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES' satisfaction, whichever occurs first.

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

## 2. DUTIES

### 2.1. MDH's Duties:

MDH must:

A. Use federal TANF funds received under this AGREEMENT in the following manner:
    1. Each fiscal year, MDH shall receive and distribute two million dollars ($2,000,000) for the purpose of achieving the work of the Eliminating Health Disparities Initiative grants. MDH shall distribute the funds according to Minnesota Statutes, section 145.928.

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2. Ensure that all TANF eligibility requirements for reimbursement are met, as required by 45 C.F.R., Parts 260 through 265 (the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, or "PRWORA") and pursuant to Public Law 109-171 (the Deficit Reduction Act of 2005, or "DRA").
3. In accordance with the third purpose of TANF, ensure that TANF funds are used to prevent and reduce the incidence of teen pregnancies in Minnesota, thus reducing infant mortality rates and out-of-wedlock pregnancies according to 45 C.F.R. § 260.20(c); the third purpose of TANF. Funds must be targeted at reducing disparities in infant mortality rates between whites and other racial and ethnic population pursuant to Minnesota Statutes, section 145.928, subdivision 7.
4. Ensure that recipients meet all the following requirements:
    a. Family income is at or below 200 percent of the Federal Poverty Guidelines.
    b. The family includes a pregnant woman; or a caregiver and at least one minor child up to the age of 18 years old; or a caregiver and at least one child under the age of 19 if the child is a full-time student in a secondary school or pursuing a full-time secondary level course of vocational or technical training designed to train students for gainful employment.
    c. All members of the household are U.S. citizens or eligible non-citizens as defined under PRWORA, Public Law 109-171 and the DRA.
5. Ensure that all recipients collect and retain all information necessary for federal and state audit requirements and ensure that recipients implement any changes to updates made to federal TANF reporting requirements for the use of federal TANF funds as notified by DCYF.

B. Respond to all federal reporting and billing requests.
C. Collaborate with DCYF whenever legislative activity that would change the funding formula (including carryover or reallocation authority for the Eliminating Health Disparities Initiative) is being considered or proposed.
D. Collaborate with DCYF regarding requests for proposals development and grant proposal review and awards. Provide DCYF with an initial report on types of services and initiatives implemented as a result of grant agreements, including names of service grantees or providers, and an update report at least annually due on January 15th.
E. Provide DCYF with a copy of the legislative report that is due January 15 of each year. The annual legislative report will discuss the results of the evaluation conducted under Minnesota Statutes, section 145.928, subdivision 13b, which addresses decreasing racial and ethnic disparities in infant mortality rates.
F. Collaborate with DCYF to establish an annual report with summary information of the number of people served, the type of services provided, and the names of service grantees or providers. The report shall explore ways in which DCYF and MDH can collaborate to achieve shared outcomes.
G. Collaborate with DCYF to follow the grant monitoring policies and procedures that are consistent with all grant oversight policies promulgated by the Office of Grants Management of the

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Minnesota Department of Administration ("OGM") and federal requirements for MDH subgrantees and subgrants utilizing TANF funds under this AGREEMENT.

H. Confer with DCYF's Authorized Representative or designee to discuss the meeting format and content that best meet DCYF's needs, with a view to determining MDH's activities, number of participants served, grant outcomes, and lessons learned via the evaluation conducted pursuant to section 2.1E of this AGREEMENT.

I. Monitor and review financial and performance reports of subrecipients.

### 2.2. DCYF's Duties:

DCYF must:

A. Inform MDH's Authorized Representative, in writing, of updates or changes to federal TANF reporting requirements and update or changes to the use of federal TANF funds. DCYF shall inform MDH of these developments as soon they are promulgated by federal and state authorities.

B. Pursuant to section 2.1(F) of this AGREEMENT, meet and collaborate with MDH to create an annual report on the number of individuals served pursuant to the programs funded through this AGREEMENT, and create a data collection method designed to explore ways to share early findings regarding the potential intersections of shared outcomes to the extent authorized by law.

C. Collaborate with MDH to follow grant monitoring policies and procedures, as set forth in section 2.1(G) of this AGREEMENT.

## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DCYF will provide consideration for all services that MDH performs under this AGREEMENT invoiced as outlined in section 3.2, not to exceed $2,000,000 each fiscal year.

**3.2. Terms of Payment.** DCYF must pay MDH within thirty (30) days after MDH presents invoices for services it performs. MDH must submit invoices according to the following schedule:

| Service Period | Due Date |
|---|---|
| January-March | April 30 |
| April-June | July 30 |
| July-September | October 30 |
| October-December | January 30 |

MDH will inform DCYF if there are any delays that could affect MDH's submission of the quarterly ACF-196R TANF Expenditure Report, which is due forty-five (45) days after each quarter ends.

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to MDH under this AGREEMENT will not exceed **four million** dollars ($**4,000,000**).

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**3.4. Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this AGREEMENT shall be terminated immediately upon written notice of such fact by DCYF to MDH. In the event of such termination, MDH shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award.

*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,[1]. To the degree federal funds are used in this contract, DCYF and MDH agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities)[2] and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).[3]

1. *MDH Name*: Minnesota Department of Health (Must match the name associated with the Unique Entity Identifier.)
2. *MDH's Unique Entity Identifier*: 804887321 Effective April 4, 2022, the Unique Entity Identifier is the 12-character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match MDH's name.
3. *Federal Award Identification Number (FAIN)*: 2201MNTANF, 3201MNTANF, 2401MNTANF, 2501MNTANF
4. *Federal Award Date*: April 4, 2023 (The date of the award to the MN Dept. of Human Services.)
5. *AGREEMENT (subaward) Period of Performance*: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
6. *AGREEMENT (subaward) Budget Period Start and End Date*: **Start date: See section 1.1 above. End date: See section 1.2 above**.

[1] https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-april-2025.pdf
[2] https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.332
[3] https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFRfd0932e473d10ba?toc=1

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7. *Amount of federal funds obligated to MDH (subrecipient) in this AGREEMENT*: **$** 4,000,000.00.
8. *Total amount of federal funds committed to MDH (subrecipient), including this AGREEMENT:* **$** 4,000,000.00.
9. *Total Amount of the Federal Award from which the funds to MDH (subrecipient) are drawn:* **$**4,000,000.00.
10. *Federal Award Project description:* Temporary Assistance for Families
11. *Name*:
    A. Federal Awarding Agency: Administration of Children and Families
    B. MN Dept. of Children, Youth, and Families (DCYF)
    C. Name and Contact information of DCYF's awarding official: **Jovon Perry, 651-431-4006, jovon.perry@state.mn.us**
12. *Assistance Listings Number & Name* (formerly known as CFDA No.): **93.558**, **Temporary Assistance for Needy Families.** Click here to enter total amount made available at time of disbursement
13. Is this federal award related to research and development? ☐ Yes ☒ No
14. *Indirect Cost Rate for MDH is*: 10% (including if the *de minimis* rate is charged.)
15. Closeout terms and conditions for this federal award: 2 C.F.R SS 200.344. MDH's obligations to DCYF shall not end until all close-out requirements are completed, which include, but are not limited to:
    - Submitting all financial, performance, and other reports and liquidating all obligations incurred under the AGREEMENT no later than 90 calendar days after the end of the AGREEMENT;
    - Promptly refunding any balances of unobligated cash that DCYF paid and that are not authorized to be retained for use in other projects;
    - Accounting for any real and personal property acquired with federal funds or received from the federal government in accordance with 2 C.F.R SS SS 200.310-2003.16 and SS 200.329

## 4. CONDITIONS OF PAYMENT.

MDH will perform all services pursuant to this AGREEMENT to the satisfaction of the DCYF, according to the sole discretion of DCYF's authorized representative.

## 5. AUTHORIZED REPRESENTATIVES.

**5.1. DCYF.** DCYF's Authorized Representative for the purposes of administration of this AGREEMENT is **Jovon Perry,** or successor. Phone and email: **651-431-4006, jovon.perry@state.mn.us**. This representative has final authority for accepting MDH's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

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**5.2. MDH.** MDH's Authorized Representative is Sara Chute, or successor. Phone and email: **651-201-5543, sara.chute@state.mn.us**. MDH will immediately notify DCYF if MDH's Authorized Representative changes at any time during this AGREEMENT.

**5.3. Information Privacy and Security.** (If applicable) MDH's responsible authority is **Mindy Hexum,** or successor for complying with data privacy and security for this AGREEMENT. Phone and email: **651-431-4283, mindy.hexum@state.mn.us**.

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

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

**8. TERMINATION.** Either AGENCY may terminate the AGREEMENT at any time, with or without cause, upon thirty (30) days written notice to the other AGENCY. If either AGENCY terminates 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 DCYF 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 DCYF for a function or activity regulated by 45 C.F.R. § 160 or 164. Accordingly, MDH is not a "business associate" of DCYF, 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

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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 DCYF.

**10.4.** In its capacity as MDH under this AGREEMENT, MDH is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by MDH in performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.

**10.5.** 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 DCYF's Authorized Representative as to how the MDH should respond to the request.

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

**10.7.** 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

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Signature Page Follows

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DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES

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

APPROVED:

1. DCYF ENCUMBRANCE VERIFICATION

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

By: Signed by: David R. Van Watermeulen 4825C374083C400... _____

Date: 9/3/2025 _____

SWIFT Contract No 275446

SWIFT PO 3000000760

2. MDH

By: Signed by: Christine Taylor F12184B6D90D4B2... _____

Title: Financial Services Manager _____

Date: 9/17/2025 _____

3. DCYF

By: Signed by: Alicia Smith 43CB22DE4E6942D... _____

With delegated authority

Title: Deputy Director, Economic Assistance & Economic Supports _____

Date: 9/23/2025 _____

Distribution:
DCYF – Original (fully executed) contract
MDH
Office of Grants and Contracts

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DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES

# Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Children, Youth, and Families, Economic Assistance and Employment Supports Division (DCYF) and the Minnesota Department of Health (MDH). (This AGREEMENT refers to DCYF and MDH each individually as "an AGENCY," and collectively as "the AGENCIES.")

## RECITALS

Minnesota Statutes section 142G.03, subdivision 1, authorizes DCYF to receive, administer and expend funds available under the Temporary Assistance to Needy Families (TANF) block grant authorized under Title I of Public Law 104-193 (the Personal Responsibility and Work Opportunity Reconciliation Act of 1996) and under Public Law 109-171 (the Deficit Reduction Act of 2015).

The 2017 Minnesota legislature (Laws of Minnesota 2017, 1st Spec. Sess., chapter 6, article 18, section 3) approved a TANF appropriation to MDH for purposes of family home visiting, nutrition services, ongoing evaluation, training, and technical assistance under Minnesota Statutes section 145A.17.

Minnesota Statutes 142G.03, subdivision 2(8), authorizes the use of TANF block grant funds available by MDH.

Minnesota Statutes 142G.03, subdivision 5 requires DCYF to coordinate with MDH to ensure that expenditures from the TANF block grant are expended in compliance with the requirements, limitations, and reporting requirements of part A of Title IV of the Social Security Act, as amended, and any other applicable federal requirement or limitation.

OMB Uniform Grant Guidance, 2 C.F.R. § 200.303, requires recipients and subrecipients establish and maintain effective internal control over federal awards that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statues, regulations, and the terms and conditions of the federal award.

OMB Uniform Grant Guidance, 2 C.F.R. § 200.332, requires pass-through entities to: evaluate the subrecipient's risk of noncompliance with federal statutes, regulations and the terms and conditions of the award; monitor the activities of the subrecipient; and verify the subrecipient is audited.

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).

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THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date**. The AGREEMENT is effective on **July 1, 2025** or the date that 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, 2027**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES' satisfaction, whichever occurs first.

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

## 2. DUTIES

### 2.1. MDH's Duties:

MDH must:

A. Use federal TANF funds received under this AGREEMENT in the following manner:
   1. Each fiscal year, MDH shall receive and distribute eight million, five hundred fifty-seven thousand dollars ($8,557,000.00) to Community Health Boards for use in the family home visiting program and for nutritional services. MDH shall distribute the funds according to Minnesota Statutes, section 145A.131, subdivision 1.
   2. Ensure that all TANF eligibility requirements for reimbursement are met, as required by 45 C.F.R., Parts 260 through 265 (the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, or "PRWORA") and pursuant to Public Law 109-171 (the Deficit Reduction Act of 2005, or "DRA").
   3. In accordance with the third purpose of TANF, ensure that TANF funds are used to prevent and reduce the incidence of teen pregnancies in Minnesota, thus reducing infant mortality rates and out-of-wedlock pregnancies according to 45 C.F.R. § 260.20(c); the third purpose of TANF. Funds must be targeted at reducing disparities in infant mortality rates between whites and other racial and ethnic population pursuant to Minnesota Statutes, section 145.928, subdivision 7.
   4. Ensure that recipients meet all the following requirements:
      i. Family income is at or below 200 percent of the Federal Poverty Guidelines.
      ii. The family includes a pregnant woman; or a caregiver and at least one minor child up to the age of 18 years old; or a caregiver and at least one child under the age of 19 if the child is a full-time student in a secondary school or pursuing a full-time secondary level course of vocational or technical training designed to train students for gainful employment.
      iii. All members of the household are U.S. citizens or eligible non-citizens as defined under PRWORA, Public Law 109-171 and the DRA.

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5. Ensure that all recipients collect and retain all information necessary for federal and state audit requirements and ensure that recipients implement any changes to updates made to federal TANF reporting requirements for the use of federal TANF funds as notified by DCYF.

B. Respond to all federal reporting and billing requests.

C. Collaborate with DCYF whenever legislative activity that would change the funding formula (including carryover or reallocation authority for the Eliminating Health Disparities Initiative) is being considered or proposed.

D. Collaborate with DCYF regarding requests for proposals development and grant proposal review and awards. Provide DCYF with an initial report on types of services and initiatives implemented as a result of grant agreements, including names of service grantees or providers, and an update report at least annually due on January 15th.

E. Provide DCYF with a copy of the legislative report that is due January 15 of each year. The annual legislative report will discuss the results of the evaluation conducted under Minnesota Statutes, section 145.928 subdivision 13b which addresses decreasing racial and ethnic disparities in infant mortality rates.

F. Collaborate with DCYF to establish an annual report with summary information of the number of people served, the type of services provided, and the names of service grantees or providers. The report shall explore ways in which DCYF and MDH can collaborate to achieve shared outcomes.

G. Collaborate with DCYF to follow the grant monitoring policies and procedures that are consistent with all grant oversight policies promulgated by the Office of Grants Management of the Minnesota Department of Administration (“OGM”) and federal requirements for MDH subgrantees and subgrants utilizing TANF funds under this AGREEMENT.

H. Confer with DCYF’s Authorized Representative or designee to discuss the meeting format and content that best meet DCYF’s needs, with a view to determining MDH’s activities, number of participants served, grant outcomes, and lessons learned via the evaluation conducted pursuant to section 2.1E of this AGREEMENT.

I. Monitor and review financial and performance reports of subrecipients.

## 2.2. DCYF's Duties:

DCYF must:

A. Inform MDH’s Authorized Representative, in writing, of updates or changes to federal TANF reporting requirements and update or changes to the use of federal TANF funds. DCYF shall inform MDH of these developments as soon they are promulgated by federal and state authorities.

B. Pursuant to section 2.1(F) of this AGREEMENT, meet and collaborate with MDH to create an annual report on the number of individuals served pursuant to the programs funded through this AGREEMENT, and create a data collection method designed to explore ways to share early findings regarding the potential intersections of shared outcomes to the extent authorized by law.

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C. Collaborate with MDH to follow grant monitoring policies and procedures, as set forth in section 2.1(G) of this AGREEMENT.

## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DCYF will provide consideration for all services that MDH performs under this AGREEMENT invoiced as outlined in section 3.2., not to exceed $8,557,000 each state fiscal year.

**3.2. Terms of Payment.** DCYF must pay MDH within thirty (30) days after MDH presents invoices for services it performs. MDH must submit invoices according to the following schedule:

| Service Period | Due Date |
|---|---|
| January- March | April 30 |
| April-June | July 30 |
| July-September | October 30 |
| October-December | January 30 |

MDH will inform DCYF if there are any delays that could affect MDH's submission of the quarterly ACF-196R TANF Expenditure Report, which is due forty-five (45) days after each quarter ends.

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to MDH under this AGREEMENT will not exceed **seventeen million, one hundred fourteen thousand** dollars ($**17,114,000**).

**3.4. Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this AGREEMENT shall be terminated immediately upon written notice of such fact by DCYF to MDH. In the event of such termination, MDH shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award.

*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,[1]. To the degree federal funds are used in this contract, DCYF and MDH agree to comply with all pass-through requirements, including each

[1] https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-april-2025.pdf

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Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities)[2] and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).[3]

1. *MDH Name*: Minnesota Department of Health (Must match the name associated with the Unique Entity Identifier.)
2. *MDH's Unique Entity Identifier*: 804887321 Effective April 4, 2022, the Unique Entity Identifier is the 12-character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match MDH's name.
3. *Federal Award Identification Number (FAIN)*: 2201MNTANF, 3201MNTANF, 2401MNTANF, 2501MNTANF
4. *Federal Award Date*: April 4, 2023 (The date of the award to the MN Dept. of Human Services.)
5. *AGREEMENT (subaward) Period of Performance*: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
6. *AGREEMENT (subaward) Budget Period Start and End Date*: **See section 1.1 above. End date: See section 1.2 above**.
7. *Amount of federal funds obligated to MDH (subrecipient) in this AGREEMENT*: **$** 17,114,000
8. *Total amount of federal funds committed to MDH (subrecipient), including this AGREEMENT:* **$** 17,114,000
9. *Total Amount of the Federal Award from which the funds to MDH (subrecipient) are drawn:* **$**17,114,000
10. *Federal Award Project description:* Temporary Assistance for Families
11. *Name*:
    A. Federal Awarding Agency: Administration of Children and Families
    B. MN Dept. of Children, Youth, and Families (DCYF)
    C. Name and Contact information of DCYF's awarding official: **Jovon Perry, 651-431-4006, jovon.perry@state.mn.us**

[2] https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.332
[3] https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFRfd0932e473d10ba?toc=1

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12. *Assistance Listings Number & Name* (formerly known as CFDA No.): **93.558**, **Temporary Assistance for Needy Families.**

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

14. *Indirect Cost Rate for MDH is*: 10% (including if the *de minimis* rate is charged.)

15. Closeout terms and conditions for this federal award: 2 C.F.R SS 200.344. MDH's obligations to DCYF shall not end until all close-out requirements are completed, which include, but are not limited to:
Submitting all financial, performance, and other reports and liquidating all obligations incurred under the AGREEMENT no later than 90 calendar days after the end of the AGREEMENT;
Promptly refunding any balances of unobligated cash that DCYF paid and that are not authorized to be retained for use in other projects; and
Accounting for any real and personal property acquired with federal funds or received from the federal government in accordance with 2 C.F.R SS SS 200.310- 2003.16 and SS 200.329.

## 4. CONDITIONS OF PAYMENT.

MDH will perform all services pursuant to this AGREEMENT to the satisfaction of the DCYF, according to the sole discretion of DCYF's authorized representative.

## 5. AUTHORIZED REPRESENTATIVES.

**5.1. DCYF.** DCYF's Authorized Representative for the purposes of administration of this AGREEMENT is **Jovon Perry,** or successor. Phone and email: **651-431-4006, jovon.perry@state.mn.us**. This representative has final authority for accepting MDH's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. MDH.** MDH's Authorized Representative is Jennie Lippert, or successor. Phone and email: **651-201-3640, jennie.lippert@state.mn.us**. MDH will immediately notify DCYF if MDH's Authorized Representative changes at any time during this AGREEMENT.

**5.3. Information Privacy and Security.** (If applicable) MDH's responsible authority is **Mindy Hexum,** or successor for complying with data privacy and security for this AGREEMENT. Phone and email: **651-431-4283, mindy.hexum@state.mn.us**.

## 6. AMENDMENTS.

The AGENCIES must execute any amendments to this AGREEMENT in writing.

## 7. LIABILITY.

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

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**8. TERMINATION**. Either AGENCY may terminate the AGREEMENT at any time, with or without cause, upon thirty (30) days written notice to the other AGENCY. If either AGENCY terminates the AGREEMENT, 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 DCYF 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 DCYF for a function or activity regulated by 45 C.F.R. § 160 or 164. Accordingly, MDH is not a "business associate" of DCYF, 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 MDH or DCYF.

**10.4.** In its capacity as MDH under this AGREEMENT, MDH is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by MDH in performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.

**10.5.** If 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 DCYF's Authorized Representative as to how MDH should respond to the request.

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

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**10.7.** 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

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DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES

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

APPROVED:

1. DCYF ENCUMBRANCE VERIFICATION

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

By: Signed by: David R. Van Watermeulen 4825C374083C400...

Date: 9/3/2025

SWIFT Contract No 275787

SWIFT PO 3000000825

2. MDH

By: Signed by: Christine Taylor F12184B6D90D4B2...

Title: Financial Services Manager

Date: 9/17/2025

3. DCYF

By: Signed by: Alicia Smith 43CB22DE4E6942D...

With delegated authority

Title: Deputy Director, Economic Assistance & Economic Supports

Date: 9/23/2025

Distribution:
DCYF – Original (fully executed) contract
MDH
Office of Grants and Contracts

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DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES

# Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Children, Youth, and Families, Economic Assistance and Employment Supports Division (DCYF) and the Minnesota Department of Health (the MDH). (This AGREEMENT refers to DCYF and MDH each individually as "an AGENCY," and collectively as "the AGENCIES.")

## RECITALS

Minnesota Statutes section 142G.03, subdivision 1, authorizes DCYF to receive, administer and expend funds available under the Temporary Assistance to Needy Families (TANF) block grant authorized under Title I of Public Law 104-193 (the Personal Responsibility and Work Opportunity Reconciliation Act of 1996) and under Public Law 109-171 (the Deficit Reduction Act of 2015).

The 2017 Minnesota legislature (Laws of Minnesota 2017, 1st Spec. Sess., chapter 6, article 18, section 3) approved a TANF appropriation to MDH for purposes of family home visiting, nutrition services, ongoing evaluation, training, and technical assistance under Minnesota Statutes section 145A.17.

Minnesota Statutes 142G.03, subdivision 2(8), authorizes the use of TANF block grant funds available by MDH.

Minnesota Statutes 142G.03, subdivision 5 requires DCYF to coordinate with MDH to ensure that expenditures from the TANF block grant are expended in compliance with the requirements, limitations, and reporting requirements of part A of Title IV of the Social Security Act, as amended, and any other applicable federal requirement or limitation.

OMB Uniform Grant Guidance, 2 C.F.R. § 200.303, requires recipients and subrecipients establish and maintain effective internal control over federal awards that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statues, regulations, and the terms and conditions of the federal award.

OMB Uniform Grant Guidance, 2 C.F.R. § 200.332, requires pass-through entities to: evaluate the subrecipient's risk of noncompliance with federal statutes, regulations and the terms and conditions of the award; monitor the activities of the subrecipient; and verify the subrecipient is audited.

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).

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THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date**. The AGREEMENT is effective on **July 1, 2025** 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, 2027**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES' satisfaction, whichever occurs first.

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

## 2. DUTIES

### 2.1. MDH's Duties:

MDH must:

A. Use federal TANF funds received under this AGREEMENT in the following manner:
   1. Each fiscal year, MDH shall receive and distribute one million, one hundred fifty-six thousand dollars ($1,156,000) for the purpose of achieving the work of the Eliminating Health Disparities Initiative grants. MDH shall distribute the funds according to Minnesota Statutes, section 145.928.
   2. Ensure that all TANF eligibility requirements for reimbursement are met, as required by 45 C.F.R., Parts 260 through 265 (the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, or "PRWORA") and pursuant to Public Law 109-171 (the Deficit Reduction Act of 2005, or "DRA").
   3. In accordance with the third purpose of TANF, ensure that TANF funds are used to prevent and reduce the incidence of teen pregnancies in Minnesota, thus reducing infant mortality rates and out-of-wedlock pregnancies according to 45 C.F.R. § 260.20(c); the third purpose of TANF. Funds must be targeted at reducing disparities in infant mortality rates between whites and other racial and ethnic population pursuant to Minnesota Statutes, section 145.928, subdivision 7.
   4. Ensure that recipients meet all the following requirements:
      i. Family income is at or below 200 percent of the Federal Poverty Guidelines.
      ii. The family includes a pregnant woman; or a caregiver and at least one minor child up to the age of 18 years old; or a caregiver and at least one child under the age of 19 if the child is a full-time student in a secondary school or pursuing a full-time secondary level course of vocational or technical training designed to train students for gainful employment.

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iii. All members of the household are U.S. citizens or eligible non-citizens as defined under PRWORA, Public Law 109-171 and the DRA.

5. Ensure that all recipients collect and retain all information necessary for federal and state audit requirements and ensure that recipients implement any changes to updates made to federal TANF reporting requirements for the use of federal TANF funds as notified by DCYF.

B. Respond to all federal reporting and billing requests.

C. Collaborate with DCYF whenever legislative activity that would change the funding formula (including carryover or reallocation authority for the Eliminating Health Disparities Initiative) is being considered or proposed.

D. Collaborate with DCYF regarding requests for proposals development and grant proposal review and awards. Provide DCYF with an initial report on types of services and initiatives implemented as a result of grant agreements, including names of service grantees or providers, and an update report at least annually due on January 15th.

E. Provide DCYF with a copy of the legislative report that is due January 15 of each year. The annual legislative report will discuss the results of the evaluation conducted under Minnesota Statutes, section 145.928 subdivision 13b which addresses decreasing racial and ethnic disparities in infant mortality rates.

F. Collaborate with DCYF to establish an annual report with summary information of the number of people served, the type of services provided, and the names of service grantees or providers. The report shall explore ways in which DCYF and MDH can collaborate to achieve shared outcomes.

G. Collaborate with DCYF to follow the grant monitoring policies and procedures that are consistent with all grant oversight policies promulgated by the Office of Grants Management of the Minnesota Department of Administration (“OGM”) and federal requirements for MDH subgrantees and subgrants utilizing TANF funds under this AGREEMENT.

H. Confer with DCYF’s Authorized Representative or designee to discuss the meeting format and content that best meet DCYF’s needs, with a view to determining MDH’s activities, number of participants served, grant outcomes, and lessons learned via the evaluation conducted pursuant to section 2.1E of this AGREEMENT.

I. Monitor and review financial and performance reports of subrecipients.

## 2.2. DCYF's Duties:

DCYF must:

A. Inform MDH’s Authorized Representative, in writing, of updates or changes to federal TANF reporting requirements and update or changes to the use of federal TANF funds. DCYF shall inform MDH of these developments as soon they are promulgated by federal and state authorities.

B. Pursuant to section 2.1(F) of this AGREEMENT, meet and collaborate with MDH to create an annual report on the number of individuals served pursuant to the programs funded through this AGREEMENT, and create a data collection method designed to explore ways to share early

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findings regarding the potential intersections of shared outcomes to the extent authorized by law.

C. Collaborate with MDH to follow grant monitoring policies and procedures, as set forth in section 2.1(G) of this AGREEMENT.

## 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** DCYF will provide consideration for all services that MDH performs under this AGREEMENT invoiced as outlined in section 3.2., not to exceed $1,156,000 each state fiscal year.

**3.2. Terms of Payment.** DCYF must pay MDH within thirty (30) days after MDH presents invoices for services it performs. MDH must submit invoices according to the following schedule:

| Service Period | Due Date |
|---|---|
| January- March | April 30 |
| April-June | July 30 |
| July-September | October 30 |
| October-December | January 30 |

MDH will inform DCYF if there are any delays that could affect MDH's submission of the quarterly ACF-196R TANF Expenditure Report, which is due forty-five (45) days after each quarter ends.

**3.3. Total Obligation.** The total obligation for all compensation and reimbursements to MDH under this AGREEMENT will not exceed **two million, three hundred twelve thousand** dollars ($**2,312,000**).

**3.4. Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this AGREEMENT shall be terminated immediately upon written notice of such fact by DCYF to MDH. In the event of such termination, MDH shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award.

*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 these compliance obligations in the Health and Human Services Grants Policy Statement[1]. To the degree federal funds are used in this contract, DCYF and MDH agree to comply with all pass-through requirements, including each

[1] https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-april-2025.pdf

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Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities)[2] and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).[3]

1. *MDH Name*: Minnesota Department of Health (Must match the name associated with the Unique Entity Identifier.)
2. *MDH's Unique Entity Identifier*: 804887321 Effective April 4, 2022, the Unique Entity Identifier is the 12-character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match MDH's name.
3. *Federal Award Identification Number (FAIN)*: 2201MNTANF, 3201MNTANF, 2401MNTANF, 2501MNTANF
4. *Federal Award Date*: October 18, 2021 (The date of the award to the MN Dept. of Human Services.)
5. *AGREEMENT (subaward) Period of Performance*: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
6. *AGREEMENT (subaward) Budget Period Start and End Date*: **See section 1.1 above. End date: See section 1.2 above**.
7. *Amount of federal funds obligated to MDH (subrecipient) in this AGREEMENT*: **$** 2,312,000
8. *Total amount of federal funds committed to MDH (subrecipient), including this AGREEMENT:* **$** 2,312,000
9. *Total Amount of the Federal Award from which the funds to MDH (subrecipient) are drawn:* **$**2,312,000
10. *Federal Award Project description:* Temporary Assistance for Families
11. *Name*:
    A. Federal Awarding Agency: Administration of Children and Families
    B. MN Dept. of Children, Youth, and Families (DCYF)
    C. Name and Contact information of DCYF's awarding official: **Jovon Perry, 651-431-4006, jovon.perry@state.mn.us**

[2] https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.332
[3] https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFRfd0932e473d10ba?toc=1

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12. *Assistance Listings Number & Name* (formerly known as CFDA No.): **93.558**, **Temporary Assistance for Needy Families**.

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

14. *Indirect Cost Rate for MDH is*: 10% (including if the *de minimis* rate is charged.)

15. Closeout terms and conditions for this federal award: 2 C.F.R SS 200.344. MDH's obligations to DCYF shall not end until all close-out requirements are completed, which include, but are not limited to:
Submitting all financial, performance, and other reports and liquidating all obligations incurred under the AGREEMENT no later than 90 calendar days after the end of the AGREEMENT;
Promptly refunding any balances of unobligated cash that DCYF paid and that are not authorized to be retained for use in other projects;
Accounting for any real and personal property acquired with federal funds or received from the federal government in accordance with 2 C.F.R SS SS 200.310- 2003.16 and SS 200.329

## 4. CONDITIONS OF PAYMENT.

MDH will perform all services pursuant to this AGREEMENT to the satisfaction of the DCYF, according to the sole discretion of DCYF's authorized representative.

## 5. AUTHORIZED REPRESENTATIVES.

**5.1. DCYF.** DCYF's Authorized Representative for the purposes of administration of this AGREEMENT is **Jovon Perry,** or successor. Phone and email: **651-431-4006, jovon.perry@state.mn.us**. This representative has final authority for accepting MDH's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

**5.2. MDH.** MDH's Authorized Representative is Jennie Lippert , or successor. Phone and email: **651-201-3640, jennie.lippert@state.mn.us**. MDH will immediately notify DCYF if MDH's Authorized Representative changes at any time during this AGREEMENT.

**5.3. Information Privacy and Security.** (If applicable) MDH's responsible authority is **Mindy Hexum,** or successor for complying with data privacy and security for this AGREEMENT. Phone and email: **651-431-4283, mindy.hexum@state.mn.us**.

## 6. AMENDMENTS.

The AGENCIES must execute any amendments to this AGREEMENT in writing.

## 7. LIABILITY.

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

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**8. TERMINATION**. Either AGENCY may terminate the AGREEMENT at any time, with or without cause, upon thirty (30) days written notice to the other AGENCY. If either AGENCY terminates 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 DCYF 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 DCYF for a function or activity regulated by 45 C.F.R. § 160 or 164. Accordingly, MDH is not a "business associate" of DCYF, 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 DCYF.

**10.4.** In its capacity as MDH under this AGREEMENT, MDH is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by MDH in performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.

**10.5.** 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 DCYF's Authorized Representative as to how the MDH should respond to the request.

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

**10.7.** 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

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Signature Page Follows

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DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES

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

APPROVED:

1. DCYF ENCUMBRANCE VERIFICATION

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

By: Signed by: David R. Van Watermeulen 4825C374083C400...

Date: 9/3/2025

SWIFT Contract No 275791

SWIFT PO 3000000826

2. MDH

By: Signed by: Christine Taylor F12184B6D90D4B2...

Title: Financial Services Manager

Date: 9/17/2025

3. DCYF

By: Signed by: Alicia Smith 43CB22DE4E6942D...

With delegated authority

Title: Deputy Director, Economic Assistance & Economic Supports

Date: 9/23/2025

Distribution:
DCYF – Original (fully executed) contract
MDH
Office of Grants and Contracts

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# State of Minnesota

# Interagency Agreement

SWIFT Contract Number: 261046

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Health ("MDH") and the Office of Administrative Hearings ("OAH").

**Agreement**

1. **Term of Agreement**

1.1 Effective date. November 20, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. November 19, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs later.

2. **Scope of Work**

Pursuant to Minnesota Statutes section 471.59, MDH and OAH are empowered to enter into this Agreement with one another as a joint and cooperative exercise of their common or similar powers. The purpose of this Agreement is to provide an Independent Informal Dispute Resolution ("IIDR") process for Nursing Homes as set forth in Minnesota Statutes section 144A.10, subdivision 16.

2.1 **IIDR Overview**

Federal law, under the administrative oversight of the Centers for Medicare and Medicaid ("CMS"), requires the State Agency (SA) for Survey and Compliance, which in Minnesota is the Health Regulation Division ("HRD"), within MDH, to provide an IIDR Process for Nursing Homes. *See* Minn. Stat. § 144A.10, subd. 16 and 42 CFR §§ 488.331 and 488.431 as required under section 6111 of the Patient Protection and Affordable Care Act of 2010, enacted March 23, 2010.

Under sections 1819(h)(2)(B)(ii)(N) and 1919(h)(2)(B)(ii)(N) of the Social Security Act and the regulations at 42 CFR §§ 488.331 and 488.431, skilled nursing facilities ("SNF"), nursing facilities ("NF"), and dually participating facilities ("SNF/NF") are provided the opportunity to request and participate in an IIDR if CMS imposes civil monetary penalties ("CMPs") against the facility. These CMPs are subject to being collected and placed in an escrow account pending a final administrative decision.

Minnesota Statutes, section 144A.10, subd. 16, also provides facilities an opportunity to participate in an IIDR to contest deficiencies that are not subject to a CMS-imposed CMP.

2.2 **MDH Responsibilities**

Exhibit A outlines the scope of work required of MDH for the IIDR process. MDH is responsible for payment of the OAH invoices. Exhibit A is attached and incorporated into this Agreement.

2.3 **OAH Responsibilities:**

Exhibit A outlines the scope of work required of OAH for the IIDR process. The IIDR process is outlined in Chapter 7, Survey and Enforcement Process for Skilled Nursing Facilities and Nursing Facilities, of the CMS State Operations Manual and provided by Minnesota Statutes section 144A.10, subdivision 16.

The OAH Administrative Law Judge shall apply Medicare and Medicaid program requirements to the findings of fact, conclusions, and recommendations. The requirements are derived from: The State Operations Manual; Chapter 7, Definitions and §§ 7212, 7213, and 7900; Appendix P, Survey Protocol for Long Term Care Facilities; Appendix PP, Guidance to Surveyors for Long Term Care Facilities; Appendix Q, Guidelines for Determining Immediate Jeopardy; Appendix Z, Emergency Preparedness for All Provider and Certified Supplier Types; and applicable health care standards of practice, health care management and/or life safety code knowledge and experience, relevant to the disputed issues.

MDH anticipates approximately 15 new IIDR requests per year.

2.4 **Training**

At least once during the contract period, MDH will provide training to OAH ALJs and staff attorneys on topics pertinent to IIDR. So long as training is provided, and in accordance with Minnesota Statutes section 14.49, the chief administrative law judge will assign ALJs to IIDR cases that have, at a minimum, received training from MDH in the immediate past or current biennial contract cycle.

At least once during the contract period, OAH will provide training to MDH on best-practices in hearings before ALJs. OAH's training will also be made available to interested nursing facilities and skilled nursing facilities.

These trainings will be provided by each agency to each agency without charge.

3. **Consideration and Payment**

MDH will pay for OAH's services consistent with Minnesota Statutes section 14.53. OAH bills MDH its standard hourly rate for the time of administrative law judges ("ALJ") and staff attorneys. Minnesota Statutes, sections 16A.126, subd. 1, and 14.53 (2020), set the rates the OAH charges for services provided by the agency. The current standard hourly rate for an ALJ's time is $270 per hour for state FY2025. The hourly rate is reviewed and approved by MMB on an annual basis for the fiscal year of July 1 through June 30. OAH will submit monthly invoices to MDH. MDH Financial Management will utilize its internal processes for payment of these expenditures to OAH within 30 days of receipt.

MDH Anticipates about 26 federal CMP IIDRs over the life of this agreement. Approximately 24 hours of ALJ time each at an estimated $270 per hour.

The total obligation of MDH for all compensation and reimbursements to OAH under this Agreement will not exceed $168,480.

4. **Conditions of Payment**

The Chief Administrative Law Judge, in consultation with the commissioner of management and budget, shall assess agencies the cost of services rendered to them. MDH shall include in their budget provisions for such assessments.

The parties will meet at least twice per year to discuss the parties' performance under this agreement and whether any changes in administration of the IIDR program are required.

5. **Authorized Representative**
MDH's Authorized Representative is Susan Winkelmann, Assistant Division Director, Health Regulation Division, Minnesota Department of Health, PO Box 64900, St. Paul, MN 55164-0900, 651-201-4100, or his/her successor or delegate.

OAH's Authorized Representative is Jenny Starr, Chief Administrative Law Judge, Office Administrative Hearings, 600 North Robert Street, St. Paul, MN 55101, 651-361-7900, or his/her successor or delegate.

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

7. **Liability**
Each party will be responsible for its own acts and behaviors and the results thereof.

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

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

Print Name: Christina Mish

Signature: Christina Mish Digitally signed by Christina Mish Date: 2024.12.12 12:54:30 -06'00'

Title: Accounting Officer Date: 12/12/2024

SWIFT Contract No. 261046/3-119963/REQ 986

**2. Office of Administrative Hearings**
*With delegated authority*

Print Name: Signed by: Jenny Starr

Signature: Jenny Starr DDBDFFAD2337463...

Title: Chief Administrative Law Judge Date: 12/17/2024 | 1:10:06 PM CST

**3. Minnesota Department of Health**
*With delegated authority*

Print Name: DocuSigned by: Martina L Cameron

Signature: Martina L Cameron B9061C6F0BF5405...

Title: Finance Director Date: 12/18/2024 | 8:18:23 AM CST

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Exhibit A

May 2004

Information Bulletin 04-07

NH-98

# Independent Informal Dispute Resolution Process for Nursing Facilities and Skilled Nursing Facilities

## Introduction and Background

Federal law requires the Center for Medicare and Medicaid Services (CMS) and each state to develop an Informal Dispute Resolution Process (IDR) under 42 CFR 488.331. An informal dispute process is available under Minnesota Statutes Section 144A.10, subdivision 15. The process created by Section 144A.10, subdivision 15, remains available to facilities that do not elect to use the alternative IIDR process described below.

It is the goal of the MDH to assure that deficiencies are accurate at the time they are officially sent to the facility. If the facility is aware of information that could negate or modify a deficiency after the exit, this information must be sent to the survey team supervisor or the director of the Office of Health Facility Complaints within 48 hours of the exit. In the case of deficiencies issued by OHFC, the exit is the date on which the investigator notifies the facility administration that a deficiency will be issued.

It is the goal of the MDH to have an IDR process that is fair, straightforward, and efficiently conducted. The MDH takes seriously and is aware that some providers fear retribution or retaliation if they use the IDR process. If you have concerns that retribution or retaliation may be occurring, please submit specific examples to division supervisory or management staff.

Any IDR process will not delay the formal imposition of remedies nor delay the requirement for the timely submission of a plan of correction.

Any IDR process is intended to review the accuracy of the issued deficiency. If the facility has other concerns about the survey process, we request that those concerns be addressed to the management or supervisory staff in the Health Regulation Division.

## What is the New IIDR Process?

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An alternative review process called the Independent Informal Dispute Resolution Process (IIDR) for survey disputes effective July 1, 2003 is available under Minnesota Statutes Section 144A.10, subdivision 16. It provides for a review by an Administrative Law Judge (ALJ) from the Office of Administrative Hearings (OAH) of facility information to support its dispute of any deficiency issued during a standard survey or an Office of Health Facility Complaints investigation. The statute specifies that the findings of the ALJ will not be binding on the Minnesota Department of Health, meaning that the Department will continue to issue the final decisions in disputed cases. Decisions made by the Department shall be in accordance with federal regulations and procedures. Final decisions of the Minnesota Department of Health are not binding on the Center for Medicare and Medicaid Services.

At the time of submission of an informal dispute resolution, the facility will need to select whether the current IDR process is requested or whether the facility is requesting a review under the IIDR. The facility decision is final.

### How to Request an IIDR

**All requests for an IIDR if federal deficiencies must also be submitted via the web:** Put in your 5-digit HFID Code

You must notify MDH at the website above of your request for an IDR within the 10 calendar day period allotted for submitting an acceptable plan of correction.

**Supporting documentation for the IIDR must be mailed within 10 calendar days to:**

**Nursing Home Informal Dispute Process Minnesota**
**Department of Health**

**Health Regulation Division**
**P.O. Box 64900**
**St. Paul, MN 55164-0900**

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**Facility Responsibility in the IIDR Process:**

- Mail the IIDR supporting information to the above address no later then ten (10) calendar days of facility receipt of the final statement of deficiencies on the CMS form 2567.
- List in writing each deficiency the facility disputes.
- State whether the review will be conducted in writing, by telephone, or in person. Give dates when the facility is not able to participate in the review.
- State if the facility has an attorney, and the estimated number of persons that will be attending the review if it will be conducted in person or by telephone. The facility is not required to appear with an attorney, but if it intends to do so, it must indicate that fact in its request so that MDH may also have counsel present if it wishes.
- Attempt to limit the in-person or telephone review meeting to approximately two hours. The in-person reviews will be conducted at the Office of Administrative Hearings in St. Paul, or the Minnesota Department of Health in St. Paul, MN.
- Provide any information it intends to rely upon to MDH no later then ten (10) calendar days after receipt of the notice from the OAH regarding the IIDR and required information exchange.
- Provide the ALJ with any information the facility intends to rely upon in the review three (3) business days prior to the date of the review.
  For any information sent by mail, the date of the postmark must be no later then the time period specified in this bulletin.>
- Pay the MDH for the proportion of costs that represent the sum of deficiency citations supported in full or in substance divided by the total number of deficiencies disputed. MDH shall provide an invoice to the facility after the IIDR process is complete.
- Submit an acceptable plan of correction within ten (10) calendar days of receipt of the CMS form 2567.

**Responsibilities of the MDH in the IIDR Process**

After the Minnesota Department of Health Department (MDH) receives the facility request for IIDR, the MDH will:

- Inform the facility of their right to request supporting survey documentation through the Freedom of Information Act, 5 U.S.C. 552 (FOIA).

- Immediately, but no later than three business days after receipt of the facility request, file the facility request with the OAH by e-mail, fax or mail, requesting the appointment of an ALJ to review the request. MDH will copy the facility on the filed request by regular mail.
- Inform the Office of the Ombudsman for Older Minnesotans that an IDR request has been received.
- Upon receipt of the OAH notice of review, consistent with the requirements of FOIA, provide the facility with surveyor notes, documents, tapes, records relied upon to support the deficiency no later then ten (10) calendar days following the MDH's filing of the IIDR request with OAH. MDH will be responsible to assure that the release of data under this provision conforms to requirements contained in the licensure rules, the provisions of the Data Practices Act, provisions of the Vulnerable Adult Abuse Reporting Act and federal requirements.
- Provide the ALJ with any information MDH intends to rely upon in the review at least three (3) business days prior to the review.
- Consistent with CMS State Operations Manual section 7212, the commissioner will mail a final decision to the facility indicating whether the commissioner will mail a final decision to the facility indicating whether the commissioner accepts or rejects the recommendations of the ALJ.
- Reimburse the OAH for the costs incurred by that office for the IIDR, and invoice the facility for its respective portion of the cost after the close of the proceeding.
- If the facility is successful in the IIDR process, MDH will mark the deficiency “deleted”, sign and date the survey report form; and recommend to CMS the rescission of any enforcement action imposed solely because of that deficiency citation; or adjust the scope and severity assessment, if necessary to reflect the determination of the IIDR and consistent with federal procedures. If changes to the deficiencies would modify findings in any state correction order, the MDH shall modify those orders consistent with the IIDR final decision.
- issue a revised statement of deficiencies within ten (10) days from receipt of the request. Deficiencies pending IIDR will be entered in the Automated Survey Processing Environment (ASPEN) but will not be posted to the Nursing Home Compare website until the IIDR process has been completed. In addition, the MDH will include a notice on the MDH website indicating the deficiencies are being disputed by the facility.

### Office of Administrative Hearings Responsibilities

The Office of Administrative Hearings will:

- Assign an ALJ to conduct the IIDR review upon receipt of the request from MDH.
- Within three business days of receipt of the MDH request for IIDR, send the facility and MDH notice of the date and location of the face-to-face meeting, or the date of the telephone meeting, and the date by which the facility and MDH must have all of their argument and supporting information to the ALJ for consideration.
- Schedule the face-to-face or telephone meeting to occur within twenty (20) calendar days of the date of the notice sent to facility and MDH from OAH.
- Conduct an in-person or telephone review that the parties will attempt to limit to approximately one to two hours in length.-Issue findings within ten (10) working days of the close of the review and mail the findings to the facility and MDH.

The findings shall be one or more of the following:

1. Supported in full. The citation is supported in full, with no deletion of findings and no change in the scope or severity assigned to the deficiency citation.
2. Supported by substance. The citation is supported, but one or more findings are deleted without any change in the scope or severity assigned to the deficiency.
3. Deficient practice cited under wrong requirement of participation. The citation is amended by moving it to the correct requirement of participation.
4. Scope not supported. The citation is amended through a change in the scope assigned to the citation.
5. Severity not supported. The citation is amended through a change in the severity assigned to the citation.
6. Not deficient practice. The citation is deleted because the findings did support the citation or the negative resident outcome was unavoidable.

The findings of the ALJ are not binding on the commissioner.

9. **Questions?**

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**Submit your written questions to:**

**Nursing Home Informal Dispute Process Minnesota**

**Department of Health**

**Health Regulation Division**

**P.O. Box 64900**

**St. Paul, Minnesota 55164-0900**
**Email us** with questions: health.fpc-web@state.mn.us

Updated July 2009

Docusign Envelope ID: 794486B7-4602-4DC3-9E2E-C8622C1DB780

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

# MAD Project Number: 2025-161

# INTERAGENCY AGREEMENT

# for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health**

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1. **Services to be Performed:**

   Management Analysis and Development (MAD) agrees that through its Master Contract with **More Insight** (Contractor) it will sub-contract with the Contractor to assist with disentangling the shared work between the MEDSS Operations and IDI units, facilitating discussions and decisions on how the work should be allocated, and establishing corresponding performance metrics for success to align with MDH interoperability and modernization efforts.

   - Tasks:

     **Plan and Assess**
     - Develop initial project plan and timeline with milestones, including in-scope and out-of-scope considerations.
     - Review and refine detailed project plan with project sponsors.
     - Review roadmap developed through prior work.
     - Schedule core team meetings.
     - Review work completed to date.
     - Review existing guidance, grant objectives and other IDI documentation.
     - Work products:
       - Project plan.
       - Project charter.
       - Monthly Sponsor Checkpoint status report.
       - Quarterly EO Checkpoint status report.

     **Facilitate and Implement**
     - Conduct facilitated sessions with core team members, extended team members and SMEs, as required.

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- Identity what it will take to successfully disentangle the current and future efforts involving both MEDSS and IDI resources.
- Identify gaps in staffing levels, required training, process, data access, and technology.
- Define standards and corresponding performance metrics.
- Develop recommendations.
- Begin implementing recommendations.
- Identify potential future considerations.
- Work products:
  - Summary of recommendations.
  - Documented ideal future state.
  - Implementation summary and associated outcomes.

**Document and Communicate**

- Document all facilitated sessions, including core team and extended team meetings.
- Document processes, findings and outcomes.
- Conduct follow-up as required.
- Document the following:
  - Group's determination of what it will take to do the work.
  - Summary of other relevant information and literature.
- Frequent communication of progress with teams, partners, and leadership.
- Work products:
  - Complete set of documentation.
    - All meetings.
    - Process flows.
    - Findings and outcomes.
    - Additional recommendations and future considerations.
  - Executive summary of work.

- Budget: $249,200 (time-and-materials, not to exceed) billed monthly.
  - Approximately 720 hours Rob Etten @$210/hr.
  - Approximately 560 hours Nicole Atkinson @175/hr.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.
Management Analysis and Development: **Lisa Anderson** Requesting Agency: **Emily Emerson**

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

Docusign Envelope ID: 794486B7-4602-4DC3-9E2E-C8622C1DB780

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

More Insight will invoice up to 720 hours at a rate of **$210** per hour and up to 560 hours at a rate of **$175** per hour for services identified above as documented by invoice prepared by MAD. MAD will also invoice up to **$14,952** for project management. The total amount MAD will invoice under this agreement shall not exceed **$264,152.**

Project management fees (6% in addition to Contractor's fee) 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 **December 31, 2025**, 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 **Kristin Sweet**. 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.

Docusign Envelope ID: 794486B7-4602-4DC3-9E2E-C8622C1DB780

**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.

Docusign Envelope ID: 794486B7-4602-4DC3-9E2E-C8622C1DB780

**Approved:**

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

   Signed Sarah Martin Digitally signed by Sarah Martin Date: 2025.01.28 08:31:59 -06'00'

   Date 1/28/25

   SWIFT Contract: 263239

   SWIFT PO: 3000120848

2. Requesting Agency

   Signed DocuSigned by: Martina L Cameron B9001C8F0BF5405...

   1/30/2025 | 4:04:24 PM CST

   Date

3. Management Analysis and Development

   Signed Signed by: Beth Bibus EA727D97D96E411...

   1/29/2025 | 3:11:29 PM CST

   Date

Docusign Envelope ID: 8DE33671-10E8-49F8-8206-DD311872E3AA

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

# MAD Project Number: 2025-186

# INTERAGENCY AGREEMENT

# for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health**

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**1. Services to be Performed:**

Management Analysis and Development (MAD) agrees that through its Master Contract with **More Insight** (Contractor) it will sub-contract with the Contractor to assist with the Sage Technology Modernization funds to modernize documentation systems that exist between participating clinics and MDH.

**Activities**:

- Assist with rollout of Sage program pilot phase.
- Develop a master rollout plan for all Sage clinics in coordination with the HPCD Sage Program and MNIT support staff. This will involve discussion and confirmation of priority clinics, the capacity of HPCD and MNIT support staff, business operations constraints, as well as any technical considerations such as application access timing, system performance and support.
- Develop a business project roles and responsibilities document. Clarify all business project roles and project governance, primarily for the Sage clinic roll out phase, but include any nuances as required to complete the pilot phase through May 2025. The document will clarify Sage program staff clinic interaction for project-related vs. grant agreement responsibilities, and ongoing legacy process support vs. new portal support responsibilities. The necessity of a refreshed project organization chart will be assessed during the first few weeks of the project in coordination with the HPCD Sage/CC Section Manager.
- Develop a single, standard work plan in coordination with the HPCD Sage Program and MNIT support staff that covers the required set of tasks needed for rolling out the new solution to a clinic. Any tasks unique to a small vs. a large clinic will be identified. This will include tasks like Engage with Clinic, Identify Clinic Representative(s), Sending Standard Communications, Application Set-up, Admin User Set-up, Clinic Training and User Adoption,

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HPCD/MNIT Support Readiness, and ongoing Post-rollout Support. This will aid with a standard, quality assured approach for each clinic rollout.

- Administer the rollout to the Sage clinics according to the master rollout plan and standard clinic work plan. Specific tasks and HPCD and MNIT staff responsibilities will be identified in the work plan.
- Work closely with the MNIT project manager to coordinate and understand work and needs on the MNIT side of the project for items included or not yet defined in the standard clinic rollout work plan. Additionally, help business program staff understand technical information, requests, and requirements related to MNIT technologies and systems in collaboration with the MNIT staff.
- Facilitate weekly business project team meetings to coordinate business project activities, address risks, issues, and questions as they arise from the HPCD/MNIT project team, clinics, or other approved stakeholders.
- Attend and contribute to MNIT led weekly project team and biweekly steering committee meetings.
- Refine the existing communication plan if required.
- Assist with the development of formal communications that are provided to the clinics including Sage program newsletters, Sage program website updates, and other specific emails.
- Work with the HPCD Sage/CC Section Manager, when necessary, to identify and confirm resources to help complete select tasks when assigned HPCD program staff lack capacity to complete their assigned work within the required timeframe.
- Address project risks and issues as they arise, working with the HPCD Assistant Division Director and Sage/CC Section Manager to identify HPCD approved mitigations or solutions.

**Deliverables**

- Sage clinics master rollout plan
- Project business staff roles and responsibilities document
- Single, standard clinic rollout work plan
- Refined Sage modernization communication plan
- Draft communications or communications contributions
- Documentation contributions as required to support weekly business project team meetings, and MNIT weekly project meetings and bi-weekly steering committee meetings

Docusign Envelope ID: 8DE33671-10E8-49F8-8206-DD311872E3AA

**Hours & Cost**

| Proposed Resource | Average hours per week | Approximate Total Hours | Proposed Rate |
|---|---|---|---|
| Blaine Taylor | 10 - 15 | 565 | $ 165 / hr |
| Jeff Smith | 0 - 1 | 31 | $ 215 / hr |
| **Total cost** | | | $99,890 |

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: **Lisa Anderson** Requesting Agency: **Xeng Khang**

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

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

Contractor will invoice up to 565 hours at a rate of **$165** per hour and up to 31 hours at a rate of **$215** per hour for services identified above as documented by invoice prepared by MAD. MAD will also invoice up to **$5,993** for project management. The total amount MAD will invoice under this agreement shall not exceed **$105,883.**

Project management fees (6% in addition to Contractor's fee) 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:**

Docusign Envelope ID: 8DE33671-10E8-49F8-8206-DD311872E3AA

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 **March 31, 2026**, 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 **Xeng Khang**. 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.

Docusign Envelope ID: 8DE33671-10E8-49F8-8206-DD311872E3AA

**Approved:**

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

   Signed Sarah Martin Digitally signed by Sarah Martin Date: 2025.03.03 15:31:53 -06'00'

   Date 3/3/25

   SWIFT Contract: 264872

   SWIFT PO: 3000121473_1667

2. Requesting Agency

   Signed DocuSigned by: Martina L Cameron B9061C6F0BF5405...

   Date 3/6/2025 | 7:49:35 AM CST

3. Management Analysis and Development

   Signed Signed by: Lisa Anderson F0AA0FF44A6A4CD...

   Date 3/6/2025 | 8:32:38 AM CST

Docusign Envelope ID: 1C19C891-A947-4603-AD3D-3C8683969463

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

# AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2025-183

**WHEREAS**, the State of Minnesota, **Minnesota Department of Health, Substance Use Prevention, Education, and Recovery (SUPER)**, has an interagency agreement identified as **2025-183 (SWIFT 265050, PO 3-121550**) with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

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

5. **Effective Dates:**

   **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, 2025**~~ **December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

Docusign Envelope ID: 1C19C891-A947-4603-AD3D-3C8683969463

# AMENDMENT COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

**Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: Minnesota Department of Health **Name of Contractor**: Minnesota Management& Budget

**Current Contract Term**: 3/6/2025- 6/30/2025 **Project Identification**: 2025-183

*Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.*

**What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**

1. ☒ **Amendment to the Expiration Date of the contract**
    a. Proposed New Expiration Date: 12/31/2025
    b. Why is it necessary to amend the Expiration Date? To allow the contractor to have more time to complete the work.
2. ☐ **Amend Duties and Cost** ☐ **Amend Duties Only**
    a. Describe the amendment:
    b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:
3. ☐ **Amendment to change other terms and conditions of the contract:**
    a. Describe the changes that are being made:

Docusign Envelope ID: 1C19C891-A947-4603-AD3D-3C8683969463

**Approved:**

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

   Signed Sarah Martin Digitally signed by Sarah Martin Date: 2025.07.02 12:58:53 -05'00'

   Date 7/2/2025

   SWIFT Contract: 265050

   SWIFT PO: Time Only

2. Requesting Agency

   Signed Signed by: Eric Pederson 59D3944703644DF...

   Date 7/28/2025 | 8:59:53 AM CDT

3. Management Analysis and Development

   Signed Signed by: Courtney Tamborrino 9D7F6042BD4D41C...

   Date 7/25/2025 | 7:29:07 AM CDT

Docusign Envelope ID: 1C19C891-A947-4603-AD3D-3C8683969463

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

# MAD Project Number: 2025-183

# INTERAGENCY AGREEMENT

# for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health, Substance Use Prevention, Education, and Recovery (SUPER)**

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1. **Services to be Performed:**

Management Analysis and Development (MAD) agrees that through its Master Contract with **Neka Creative, Inc.** (Contractor) it will sub-contract with the Contractor to develop and implement a comprehensive marketing strategy. Contractor will provide strategic oversight and coordination while working alongside specialized partner agencies to ensure cohesive messaging and maximum impact across all target audiences.

**Targeted Communities**

The campaign must effectively reach all Minnesotans while providing tailored media campaigns that prioritize:

- American Indian communities
- Alaska Native communities
- Hispanic and Latino communities
- Black and African American communities
- LGBTQ+ communities
- Asian American communities

Each priority community will have dedicated media strategies and culturally relevant messaging while maintaining alignment with the broader campaign goals.

Each community will have a dedicated agency responsible for:

- Culturally specific messaging and creative adaptations
- Community media planning and buying

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- Performance tracking and reporting
- Community engagement and outreach

**Contractor will:**

- Lead strategic development and creative direction for the overall campaign
- Establish core campaign look and feel, messaging framework, and brand guidelines
- Provide strategic oversight and coordination for all participating agencies
- Review and approve creative adaptations to ensure brand consistency
- Manage centralized campaign reporting and performance tracking
- Coordinate media planning and buying across agencies
- Develop primary campaign landing page
- Create selected marketing assets based on approved plan
- Augment media buys across target audience areas as needed
- Facilitate collaborative sessions to align strategies across agencies
- Guide cultural customization while maintaining campaign integrity

**Agency Integration**

Each partner agency will:

- Provide cultural insights for their target community
- Develop community-specific creative extensions
- Execute media planning and buying for community-focused outlets
- Plan and implement community activation strategies
- Manage media vendor relationships
- Track and optimize media performance
- Submit regular performance reports
- Contribute content for dedicated landing pages
- Coordinate with lead agency on overall media strategy
- Share best practices for reaching specific communities

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**WORK PLAN**

| Phase & Duration | Activities | Deliverables |
|---|---|---|
| Phase 1: Immersion & Research (Weeks 1-4) | ○ Project kickoff with all agencies<br>○ Review existing materials<br>○ Secondary research<br>○ Expert interviews<br>○ Partner agency insights sessions | • Project charter<br>• Research findings report<br>• Initial insights synthesis<br>• Alignment on target audiences |
| Phase 2: Strategy Development (Weeks 5-8) | • Core strategy development<br>• Media approach planning<br>• Agency coordination framework<br>• Performance metrics definition | - Master creative brief<br>- Media strategy framework<br>- Partner agency guidelines<br>- Campaign KPIs |
| Phase 3: Creative Development (Weeks 9-12) | - Core concept development<br>- Messaging framework creation<br>- Partner agency creative reviews<br>- Landing page development | - Campaign concept<br>- Brand guidelines<br>- Creative templates<br>- Landing page design |
| Phase 4: Launch Preparation (Weeks 13-16) | - Media plan finalization<br>- Creative asset production<br>- Partner agency coordination<br>- Reporting setup | - Final media plans<br>- Launch timeline<br>- Reporting templates<br>- Campaign dashboard |
| Phase 5: Campaign Management (Ongoing) | - Performance monitoring<br>- Agency coordination<br>- Creative optimization<br>- Budget management | - Monthly performance reports<br>- Optimization recommendations<br>- Quarterly reviews |

Docusign Envelope ID: 1C19C891-A947-4603-AD3D-3C8683969463

Cost

| Deliverable | Description | Budget |
|---|---|---|
| | | **$250,000** |
| IMMERSION | | $12,500 |
| Onboarding | Project initiation: milestones, objectives, background review | |
| Input session | 90-minute whiteboard session with internal stakeholders | |
| Secondary research | Supplemental secondary research to further understanding | |
| Primary research | | |
| One-on-one interviews | Up to ten 30-minute interviews | |
| STRATEGIC DEVELOPMENT | | $25,000 |
| Messaging matrix | Messaging guide for up to five audiences | |
| Marketing/media plan | Plan development | |
| CREATIVE DEVELOPMENT | | $50,000 |
| Creative concepts | Three concept direction options for print, digital and landing page | |
| MEDIA (out of pocket) | | $125,000 |
| Ad buy | Negotiated based on approved plan and budget | |
| Management, tracking and reporting | 15% buy commission | |
| CAMPAIGN MANAGEMENT | | $37,500 |
| Account, project management and strategic oversight | Dedicated account manager: project planning, status, reports, etc. | |

Rates

| | | | | |
|---|---|---|---|---|
| Principal | $242.00 | | Designer | $128.00 |
| Strategist | $193.00 | | Junior Designer | $85.00 |
| Art Director | $193.00 | | Web Developer | $121.00 |
| Creative Director | $193.00 | | Project Coordinator | $94.00 |
| Account Manager / Supervisor | $169.00 | | Media Planner | $136.00 |
| Account Management senior | $132.00 | | Media Buyer | $136.00 |
| Account Manager associate | $85.00 | | Proofreader | $103.00 |
| Writer | $128.00 | | | |

**2. Contacts:**

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

Docusign Envelope ID: 1C19C891-A947-4603-AD3D-3C8683969463

- Management Analysis and Development: **Lisa Anderson,** 651-259-3821, lisa.anderson@state.mn.us Requesting Agency: **Heidi Glesmann,** 651-201-3929, heidi.glesmann@state.mn.us

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

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

Contractor will invoice up to **$250,000** for services identified above as documented by invoice prepared by MAD. MAD will also invoice up to **$15,000** for project management. The total amount MAD will invoice under this agreement shall not exceed **$265,000.**

Project management fees (6% in addition to Contractor's fee) 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, 2025**, 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.

Docusign Envelope ID: 1C19C891-A947-4603-AD3D-3C8683969463

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is **Heidi Glesmann**. 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.

Docusign Envelope ID: 1C19C891-A947-4603-AD3D-3C8683969463

**Approved:**

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

   Signed Sarah Martin Digitally signed by Sarah Martin Date: 2025.03.06 09:25:51 -06'00'

   Date 3/6/25

   SWIFT Contract: 265050

   SWIFT PO: 3000121550 REQ_1642

2. Requesting Agency

   Signed Signed by: Eric Pederson

   Date 7/24/2025 | 4:21:47 PM CDT

3. Management Analysis and Development

   Signed Signed by: Courtney Tamborrino

   Date 7/24/2025 | 2:33:11 PM CDT

Docusign Envelope ID: 70AD247B-9A98-4304-A330-CF1050F3BA4D

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

# MAD Project Number: 2025-216

## INTERAGENCY AGREEMENT

## for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health**

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1. **Services to be Performed:**

   Management Analysis and Development (MAD) agrees that through its Master Contract with **More Insight, LLC** (Contractor) it will sub-contract with the Contractor to provide overall project management and governance support for the execution of space modernization project.

   **Activities & Deliverables**:

| Key Roles | Key Responsibilities and/or Deliverables |
|---|---|
| 1. Provide overall project management and governance support for the execution of the space modernization effort in accordance with the already developed workplan. | • Provide project management support for, but may not be limited to, the areas of move management, construction management, furniture installation, technology modernization, change management and communication.<br>• Serve as a primary point of contact for internal and external personnel leading the various space modernization workstreams. External partners will include Admin and the vendors they employ, MNIT, the furniture vendor, and any other stakeholder or partner organizations necessary to the success of the project. The project manager will meet with external partners as often as is necessary to ensure efficient and successful implementation of the project.<br>• Provide cross-workstream coordination as needed. When necessary, drive, or facilitate, communication and coordination to keep workstream efforts moving forward. |
| 2. Assist MDH leadership in understanding progress and challenges for the space | • Conduct weekly meetings (or more if deemed necessary by MDH) and provide supporting documentation, if necessary, that captures the overall status of the many workstreams being tracked, upcoming |

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| | |
|---|---|
| modernization project and provide necessary information to help MDH leadership make informed decisions. | deadlines, and potential challenges that may jeopardize keeping the project on time and within available resources.<br>• Prepare presentations, as needed, for MDH leadership to provide updates on the project and/or outline challenges or needed decision making. |
| 3. Provide necessary project documentation. | • Proactively obtain, review, and store documentation in an organized fashion. Documentation includes, but is not limited to, contracts, schedules, scoping information, information related to partner commitments, budget/cost information, communications, etc.; and any project wrap up documentation. |
| 4. Oversee internal communication and change management efforts. | • Anticipate communication needed for MDH staff or subsets of staff and work closely with the MDH Office of Communications or other internal groups to develop and disseminate communications. At least monthly communication will be developed and disseminated to all MDH staff to provide an update on the space modernization effort.<br>• Anticipate change management needs to ensure successful implementation of the project. This may include additional information gathering to understand the needs and concerns of internal stakeholders and developing resources to aid internal stakeholders in understanding their space modernization effort, and their roles and responsibilities. |

**Timeline:**

**Approach Flexibility**

Docusign Envelope ID: 70AD247B-9A98-4304-A330-CF1050F3BA4D

In light of the Governor's recent policy change for many state employees to return to the office 50%, Contractor acknowledges there may need to be modifications to the expected deliverables and activities.

Contractor foresees the potential need for project management and governance of the following items, and are willing to adapt our approach and responsibilities to accommodate alterations to MDH's needed support, including but not limited to:

- Space allocation and space management across the Metro and District Office buildings
- Changes in swing space needs and solutions
- Changes to the future FY26 furniture order
- Changes to the need and/or use of the space reservation application
- Additional space leasing and associated elements
- Space related MDH workforce change management and communication

**Client Responsibilities**

To ensure the project meets its objectives and provides MDH the results it expects, Contractor has identified the following responsibilities they expect MDH to provide or support:

- Information on MDH's existing office space usage, employee satisfaction and change management capabilities if it becomes available
- Information, surveys and any data collected in the recent past on employee satisfaction, workspace preferences, hybrid work productivity and effectiveness, and organizational culture if it becomes available
- Information as required to support attendance tracking, space usage, and space assignments
- An internal liaison who can assist with logistics, vendor, and meeting coordination as needed
- Leadership, stakeholder and other relevant internal subject matter expert availability for risk mitigation, issue resolution, vendor documentation review, communication support, and MDH information provision (Project Sponsors, Project Managers, Business SMEs, IT staff and others as relevant)

**Hours & Cost**

| Team Member | Estimated Hours | Proposed Hourly Rate |
|---|---|---|
| Blaine Taylor | 1,628 | $175 |
| Jeff Smith | 71 | $210 |
| Total cost | | $299,810 |

Docusign Envelope ID: 70AD247B-9A98-4304-A330-CF1050F3BA4D

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.
Management Analysis and Development: **Lisa Anderson** Requesting Agency: **Mike Boettcher**

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

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

Contractor will be paid up to up to **1,628** hours at a rate of **$175** per hour, and up to **71** hours at a rate of **$210** per hour tasks and deliverables as identified above. MAD will also invoice up to **$17,989** for project management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **$317,799**.

Project management fees (6% in addition to Contractor's fee) 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 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 **August 31, 2026**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

Docusign Envelope ID: 70AD247B-9A98-4304-A330-CF1050F3BA4D

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 **Mike Boettcher**. 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.

Docusign Envelope ID: 70AD247B-9A98-4304-A330-CF1050F3BA4D

**Approved:**

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

   Signed Rachel LeBlanc Digitally signed by Rachel LeBlanc Date: 2025.04.17 09:56:11 -05'00'

   Date 4/17/2025

   SWIFT Contract: 267968

   SWIFT PO: 3000122752

2. Requesting Agency

   Signed Signed by: Eric Pederson 59D3944703644DF...

   Date 4/30/2025 | 10:53:39 AM CDT

3. Management Analysis and Development

   Signed Signed by: Lisa Anderson F0AA0FF44A6A4CD...

   Date 4/30/2025 | 10:58:45 AM CDT

Docusign Envelope ID: 8BE9CE0E-2476-4313-AB78-8F3FDE6752CD

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

# MAD Project Number: 2025-217

# INTERAGENCY AGREEMENT

# for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health, Health Economics Program (HEP)**

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1. **Services to be Performed:**

   Management Analysis and Development (MAD) agrees that through its Master Contract with **More Insight, LLC** (Contractor) it will sub-contract with the Contractor to provide operations efficiency integration and strategic planning to support growth in areas of staff management, contracting, budgeting, and IT systems management.

   - Tasks:
     - Implement the workstream Responsible, Accountable, Consulted, and Informed (RACI)s across the Health Economics Program (HEP) business areas.
       - Identify the division of responsibilities across the Director, Deputy Director, and Management Team members.
         - meet with the HEP leadership team and management team on a bi-weekly basis to discuss how leaders are utilizing the RACI
           - Identify success stories
           - Share lessons learned
           - Discuss challenges on implementing the RACI and how to address them effectively
         - Confirm the purpose of the Management Team (MT) Meetings, and clarify their scope of responsibilities
         - Provide coaching to leadership and management team members through small group and 1-on-1 coaching sessions on use of the RACI.
       - Introduce the RACI into the entire HEP program
         - Share RACI across the program through all-staff and team meetings.
         - Orient the staff to the RACI purpose and content, answer questions, and provide guidance.

Docusign Envelope ID: 8BE9CE0E-2476-4313-AB78-8F3FDE6752CD

- Post the RACI matrix to a designated HEP SharePoint site, accessible to all team members.
- Update and manage the document as enhancements are identified.
- Communicate enhancements across the program as applicable.

- Develop and articulate a holistic view of all operational areas
  - Identify roles and responsibilities, along with staffing levels required to appropriately support the business.
    - Primary areas of focus include:
      - Contracting
      - Budgeting
      - Managing the IT portfolio (structure and budget)
      - Project initiation and product review tracking
      - Reporting workplan progress
      - Personnel management, including
        - Planning for and tracking vacancies,
        - New position requests,
        - Position reallocation, and
        - Maintaining the repository for position descriptions
      - Meeting planning and (onsite/offsite) work culture
      - Professional development management
      - Internal communications, including content management and retention
  - Identify operational and team-specific resources required to support the newly launched Center for Health Care Affordability
  - Support team in formalizing processes and policies
  - Assist team in implementing a strategy to communicate operational resources
- Provide strategic planning and facilitation expertise to guide the organization in development of a comprehensive strategic plan. Key elements include:
  - Review and confirm the mission and vision statements
  - Review prior discovery work and SWOT analysis to identify remaining gaps, and identify new opportunities
  - Develop set of goals and objectives tied to mission and vision.
  - Milestones to assess progress in realizing the strategies
  - Alignment and prioritization of current work and programs to the strategies
  - Alignment of ongoing work stream implementation activities to the strategies (RACI, product initiation and project review process, professional development, etc.)
- Provide leadership coaching in support of the activities above

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- Coach and guide the management team in implementing their respective accountabilities within the plan

- Work products
  - Status reports
  - Process flow diagrams
  - RACI by functional area
  - Workplan reporting process and tool design
  - Key talking points to effectively communicate progress to staff
  - Job descriptions, including updates to existing and/or the creation of new positions, as necessary
  - Updated retention schedule, if necessary
  - Written guidance to management team related to coaching (RACI, position reallocation requests, etc.)
  - Documented operational processes in the following areas:
    - Contracting
    - Budgeting
    - IT portfolio
    - Project initiation and product review tracking
    - Professional development
    - Resource management
    - Communications
  - Other work as directed

  - As time allows, developing elements of a comprehensive Strategic Plan, including the following elements:
    - Overall plan for Strategic Planning
      - Review and update of the mission and mission
      - Leverage the 2023 discovery work, including strengths, weaknesses, opportunities, and threats (SWOT), and update to reflect the current HEP environment
      - Project Goals & Objectives
    - Strategic planning kick-off presentation
    - Summary of staff input, focusing on common themes and ideas
    - Develop the strategies required to achieve the mission and vision
    - Identify quantifiable goals and measurable milestones to measure HEP progress
    - Align the current programs and work streams to the strategies
    - Identify gaps and determine how to best address the gaps
    - Communication Plan with key messaging and timelines

Docusign Envelope ID: 8BE9CE0E-2476-4313-AB78-8F3FDE6752CD

- Coaching and training to senior leadership, management team members and staff as required

- A final close-out memo outlining:
  - Summary of work completed
  - Observations from both a management team and process perspective
  - Anticipated future challenges and risks, along with mitigation tactics
  - Recommended next steps to maintain, lead, and manage the work underway

**Hours & Cost**

| Team Member | Estimated Hours | Hourly Rate |
|---|---|---|
| Rob Etten | 230 | $210 |
| Jeff Smith | 20 | $210 |
| Mary Halet | 270 | $175 |
| **Total Cost** | | **$99,750** |

2. **Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: **Lisa Anderson** Requesting Agency: **Cara Bailey**

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

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

Contractor will be paid up to up to **270** hours at a rate of **$175** per hour, and up to **250** hours at a rate of **$210** per hour tasks and deliverables as identified above. MAD will also invoice up to **$5,985** for project management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **$105,735**.

Project management fees (6% in addition to Contractor's fee) 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:

Docusign Envelope ID: 8BE9CE0E-2476-4313-AB78-8F3FDE6752CD

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

**4. Condition of Payment:**

All services provided by 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 **October 31, 2025**, 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 **Cara Bailey**. 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.

Docusign Envelope ID: 8BE9CE0E-2476-4313-AB78-8F3FDE6752CD

**11. Liability:**

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

**Approved:**

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

   Signed Christina Mish Digitally signed by Christina Mish Date: 2025.04.21 10:56:15 -05'00'

   Date 4/21/2025

   SWIFT Contract: 268169

   SWIFT PO: 3000122831/REQ 2014

2. Requesting Agency

   Signed Signed by: Eric Pederson 59D3944703644DF...

   Date 4/22/2025 | 1:29:12 PM CDT

3. Management Analysis and Development

   Signed Signed by: Lisa Anderson F0AA0FF44A6A4CD...

   Date 4/22/2025 | 3:45:34 PM CDT

Docusign Envelope ID: 8FC304F2-8C80-447F-8377-750F27675858

# State of Minnesota

# Interagency Agreement

SWIFT Contract Number: 268959

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Health and the Office of the Minnesota Attorney General (OMAG).

**Agreement**

1. **Term of Agreement**

1.1 Effective date. May 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. November 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Scope of Work**

The Minnesota Attorney General's Office will investigate and prosecute wage theft cases as a means of addressing the MDH goal of identifying intersections of wage theft and human trafficking across the state. The goal is supported by improving accountability for violations of Minnesota wage theft law thereby supporting the health and safety of victims of labor exploitation and labor trafficking. The Minnesota Attorney General's Office will coordinate with MDH through participation in government partners meetings as well as through trainings and technical assistance.

3. **Consideration and Payment**

OMAG will be reimbursed according to the breakdown of costs contained in Exhibit A, which is attached and incorporated into this Agreement.

The total obligation of MDH for all compensation and reimbursements to OMAG under this Agreement will not exceed $560,000.00

4. **Conditions of Payment**

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

5. **Authorized Representative**

MDH's Authorized Representative is Caroline Palmer, Safe Harbor Director, Minnesota Department of Health, PO Box 64882, Saint Paul, MN 55165, 651-201-5492, caroline.palmer@state.mn.us, or his/her successor or delegate.

Docusign Envelope ID: 8FC304F2-8C80-447F-8377-750F27675858

OMAG's Authorized Representative is David Voigt, Deputy Attorney General, Office of the Minnesota Attorney General, 445 Minnesota St #1800, Saint Paul, MN 55101, 651-757-1350, david.voigt@state.mn.us, or his/her successor or delegate.

6. **Amendments**

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

7. **Liability**

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

8. **Termination**

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

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

Print Name: Sarah Martin

Signature: Sarah Martin Digitally signed by Sarah Martin Date: 2025.05.12 08:22:06 -05'00'

Title: Accounting Officer Date: 5/12/2025

SWIFT Contract No. 268959_3000123188_2111

**2. Office of the Minnesota Attorney General**
*With delegated authority*

Print Name: John Charles Keller Signed by: 653F51A797CB456...

Signature:

Title: Chief Deputy Date: 5/20/2025 | 2:20:54 PM CDT

**3. Minnesota Department of Health**
*With delegated authority*

Print Name: Eric Pederson Signed by: 59D3944703644DF...

Signature: Eric Pederson

Title: Manager, Contracts Date: 5/21/2025 | 7:43:07 A

Docusign Envelope ID: 8FC304F2-8C80-447F-8377-750F27675858

**Exhibit A**

**Minnesota Department of Health and Attorney General's Office Wage Theft Project**

End date for this budget period is November 30, 2027

| Budget Element | Justification | Amount |
|---|---|---|
| **Salary and Fringe** | Cost for an attorney (1.00 FTE) in the Attorney General's Office. This cost incorporates salary, benefits, and overhead such as office space, equipment and administrative support. FY26 and FY27 hourly rates increase reflects cost of living increases. Increase in number of hours per year reflects increase in needed work on the grant project.<br><br>Billable hour rate:<br><br>FY25 (2 months): 250 hours x $163 = $40,750<br><br>FY26 (1 year): 1750 hours x $178 = $311,500<br><br>FY27 (6 months): 952 hours x $178 = $169,456 | $521,706.00 |
| **Travel and Training** | Cost for travel expenses to assist with investigation and case planning, as well as cost for attorney training | $38,294.00 |
| **Total** | | **$560,000.00** |

Docusign Envelope ID: D0420106-55A3-4B02-8239-F7DF466492CD

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

# MAD Project Number: 2025-221

## INTERAGENCY AGREEMENT

## for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health**

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**1. Services to be Performed:**

Management Analysis and Development (MAD) agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

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

Management Analysis and Development: **Stacy Sjogren**

Requesting Agency: **Kate Murray**

**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 **749** hours at a rate of **$165.00** per hour as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **$123,585.00.**

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.

Docusign Envelope ID: D0420106-55A3-4B02-8239-F7DF466492CD

**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 **March 31, 2026**, 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 **Sarah Diaz**. 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.

Docusign Envelope ID: D0420106-55A3-4B02-8239-F7DF466492CD

**Approved:**

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

   Signed Sarah Martin Digitally signed by Sarah Martin Date: 2025.05.14 11:05:18 -05'00'

   Date 5/13/2025

   SWIFT Contract: 269383

   SWIFT PO: 3000123303

2. Requesting Agency

   Signed Signed by: Eric Pederson 59D3944703644DF...

   Date 5/14/2025 | 2:04:25 PM CDT

3. Management Analysis and Development

   Signed Signed by: Lisa Anderson F0AA0FF44A6A4CD...

   Date 5/14/2025 | 2:18:37 PM CDT

Docusign Envelope ID: D0420106-55A3-4B02-8239-F7DF466492CD

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

# Proposal

## Minnesota Department of Health Actions Plan to Lessen the Impact of Infection-Associated Chronic Conditions on Minnesotans

April 29, 2025

*Proposal prepared by:*

Stacy Sjogren, Senior Consultant, Management Analysis and Development
(651) 201-8068
Stacy.Sjogren@state.mn.us

Alicia Ranney, Senior Consultant, Management Analysis and Development
(651) 259-3822
Alicia.Ranney@state.mn.us

Docusign Envelope ID: D0420106-55A3-4B02-8239-F7DF466492CD

## Enterprise Director

Beth Bibus

## Assistant Directors

Lisa Anderson

Kris Van Amber

## Contact Information

Telephone: 651-259-3800
Email: Management.Analysis@state.mn.us
Website: mn.gov/mmb/mad

Address:
658 Cedar Street
Centennial Office Building
Saint Paul, Minnesota 55155

## Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We are in our 40th year helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## Alternative Formats

To request a reasonable accommodation and/or alternative format of this document contact us at 651-259-3800, Management.Analysis@state.mn.us, or accessibility.mmb@state.mn.us.

Docusign Envelope ID: D0420106-55A3-4B02-8239-F7DF466492CD

# Background

Many Minnesotans fail to make full recoveries from acute infections such as the Epstein-Barr and the COVID viruses. Along with the devastating impact on one's quality of life, the resulting chronic conditions lack systemic attention from our health care industry, public policy, and personnel standards. Minnesota Department of Health (MDH) has been monitoring this situation closely and secured the resources necessary to develop a better, more comprehensive statewide response.

# Product

An actions roadmap that:

- clarifies the broad impact of these types of conditions on Minnesotans and Minnesota,
- develops the vision and goals that would positively impact Minnesotans with lived experience,
- identifies feasible actions and levers of influence within various settings that would positively influence the quality of life of these Minnesotans and generate synergy to better support their needs.

The actions roadmap will be developed through the combined efforts of representatives from such perspectives as the health care, insurance, and human resources industries, impacted Minnesotans and their care caregivers, Tribal communities/Nations, and Minnesota Department of Health (MDH).

# Activities, Timeline, and Project Costs

The overall timeline for the project would be May 15, 2025 (or when the interagency agreement is signed) through March 31, 2026. If the interagency agreement is not signed by May 15, 2025, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table below outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget.

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| *Activities* | *Hours* |
|---|---|
| **Manage project steering team**<br>Team purpose: To provide insight and guidance for the overall project and resulting plan.<br>Composition: No more than 6 people selected for their experience, expertise and ability to tap into a wide cross-section of networks effectively to assure engagement.<br>MAD Role: Assist client to recruit team participants, handle logistics, plan and facilitate meetings.<br>**FY `25 (May 15 - July 1)** Committee meets for no more than 4 90-minute meetings.<br>**FY `26 (July 1 - February 28)** Committee meets for no more than 10 90-minute meetings (as a whole or in smaller groups). | 115 |
| **Complete environmental scan**<br>**FY `25 (May 15 – July 1)**<br>Existing data scan: Complete high-level review of existing information provided by Kate, Jay and steering committee members to begin to understand Minnesota's current support landscape.<br>**FY `26 (July 1 – October 15)**<br>Group interviews: Plan and implement up to 8 online, 60-minute gatherings to identify and clarify the connections and challenges related to individuals with lived experiences and the sectors that support those with these types of conditions. At least two group interviews will include those with lived experience or their caregivers. Others may include sector specific experts across various disciplines.<br>Sector expert interviews: Plan and implement up to 10 30/60-minute phone or online interviews with those that have important perspectives to share.<br>Summary report: MAD produces an internal summary report of the environmental scan output structured in a way useful to the work groups. | 250 |
| **Develop and refine Actions Plan**<br>Work Groups (October 15 – February 15): Design and facilitate meetings for up to 4 topical work groups such as wrap-around services and supports, advocacy, medical perspective. MAD assumes each group would meet virtually no more than four times."<br>Meeting #1: Run a "data party" to make sense of data from the environmental scan and start to set topical vision and broad goals.<br>Meeting #2: Finish setting a topical vision and broad goals and begin to identify and prioritize the success indicators and levers for change.<br>Meetings #3: Hear updates on progress by other groups and weigh impact on their own work.<br>Meeting #4: Finish identifying the levers for change and conclude.<br>Emerging plan feedback interviews (January 15 – February 5): Plan, facilitate and analyze results from up to 15 interviews of 1-3 individuals each. | 220 |

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| *Activities* | *Hours* |
|---|---|
| **Write final action roadmap** (February 15 – March 15, 2026)<br>MAD, in conjunction with the client, compiles final plan. | 50 |
| Subtotal | 635 |
| Project management, including client communication (18%) | 114 |
| *Total hours* | **749** |
| *Total costs (total hours times $165)* | **$123,585** |

# Clients and Consultants

The primary client contact would be Kate Murray, Program Manager and Unit Supervisor for Long COVID and Post-COVID. The MAD project lead would be Stacy Sjogren ("Show-gren"); Alicia Ranney and other MAD consultants would also provide services to the client.

# Client Responsibilities

Client duties include providing materials or leads for existing data for environmental scan, assistance in recruiting logistics team members and experts for individual interviews. A client team member would be expected to be on the logistics team and be invited to participate as a subject matter expert at various work group meetings and, as their bandwidth allows, be involved in compiling the final plan. If remuneration for those with lived experience is considered necessary to these engagements, MDH is responsible for the entirety of that process.

# Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data.

# Billing and Cost Calculations

Management Analysis and Development's billing rate is $165 an hour, as approved by Minnesota Management and Budget. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without an agreed-upon amendment. With client approval, MAD may use funds in this agreement for necessary expenses, reducing the number of consulting hours accordingly. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours or to extend the end date of the contract.

Docusign Envelope ID: D0420106-55A3-4B02-8239-F7DF466492CD

**STATE OF MINNESOTA**
**INTERAGENCY AGREEMENT BETWEEN**
**MINNESOTA ATTORNEY GENERAL'S OFFICE AND THE MINNESOTA DEPARTMENT OF HEALTH**
**FOR FY 2026 AND FY 2027**

**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 Agency desires certain legal services in order to administer and deliver its programs; and

**NOW, THEREFORE, IT IS AGREED** by the Parties to this Agreement the Minnesota Attorney General ("AGO") and the Minnesota Department of Health ("Agency"):

1. **Terms of Payment**: The Agency agrees to transfer to the AGO in FY 2026 and FY 2027 an amount equal to the costs of legal services that are directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided to the Agency by the AGO. The billings for actual hours of service provided will be based on hourly rates of $178.00 for attorney services and $114.00 for legal assistant and investigator services. The actual breakdown of legal services provided by attorneys and legal assistants will be determined within the AGO's discretion. Both the Agency and the AGO acknowledge that the hourly rates in this Agreement are the hourly rates charged by the AGO for services to state agencies.

2. **Scope**: AGO will provide legal services to the Agency in accordance with Minn. Stat. § 8.06, except those duties, if any, delegated to the Agency or provided by outside counsel under Section 8.06. The scope of legal services to be provided may include matters pertaining to the Agency's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, provision of training and education to Agency staff, and other legal needs as may be necessary. Pursuant to Section 8.06 the Attorney General may, at the request of the Agency, authorize outside counsel to be employed to provide legal services to the Agency.

3. **Outside Counsel and Agency Legal Staff**: If the AGO intends to appoint outside counsel to represent the Agency in any legal matter, the AGO shall consult with the Agency on the choice of counsel, and may, in consultation with the Agency delegate to an Agency staff attorney the authority to represent the Agency in the matter. The Agency will encumber for and pay directly for any legal services provided by outside counsel appointed by the AGO or for the provision of legal services delegated by the AGO to an Agency staff attorney. The Agency will pay for any legal services provided by outside counsel appointed by the AGO when the AGO forwards such invoices to the Agency for payment.

4. **Transfer Mechanism**: Monthly payments shall be made by the Agency to the AGO based on monthly billings for hours of actual services provided for legal work at the rates agreed upon in paragraph 1. The payment(s) shall be made within 30 days of the date of the monthly billing. The first monthly billing to the Agency under this Agreement will cover the period of time commencing July 1, 2025.

5. **Meetings and Reports**: AGO staff will meet with the Agency upon request to discuss priorities for legal services, to discuss strategies for reducing litigation and related costs, and to review litigation data to ensure accuracy. The AGO shall provide a regular status report to the Agency regarding the status of all Agency matters in which the AGO is representing the Agency. The status report shall be sent to the Agency's General Counsel.

6. **Reporting**: The hours of legal services provided under this agreement will be recorded by AGO staff for use in the AGO billing system. The AGO will provide the Agency with a report of all hours of services provided under this Agreement on a monthly basis. Monthly, the AGO will provide a billing report to Agency, including the total number of hours identifiable by case and a requested payment amount. The first monthly billing report to the Agency under this Agreement will cover the period of time commencing July 1, 2025.

   Each billing report will typically include two complete pay periods. Billing reports may contain three complete pay periods in certain months or less than two complete pay periods at the beginning and end of the fiscal year. The AGO will provide each report to the Agency no later than six weeks after the end of the period covered by the report.

7. **Litigation Costs and Expenses**: Agency litigation costs and expenses including, but not limited to, the cost of filing legal documents, hiring expert witnesses and court reporters, messenger services and travel expenses (e.g., out-of-state or air travel within the State of Minnesota) will be paid directly by the Agency and will not come from the funds identified to be paid to the AGO in this Agreement. AGO staff will complete a "Notice of Need for Encumbrance" form, including the name and address of the vendor and the estimated cost to be incurred, and forward a copy to the Agency before such special expenses or obligations are incurred.

8. **Estimated Amount**: The total cost of legal services to be provided to the Agency by the AGO in FY 2026 and FY 2027 is estimated by the Agency and the AGO to be $1,046,080 in FY 2026 and $1,046,080 in FY 2027. These amounts of AGO legal services are merely rough estimates.

9. **Litigation Holds**: The Agency will manage litigation holds associated with legal work performed for it by the AGO and will provide documents and data needed by the AGO for the legal work.

10. **Amendments**: Any amendments to this Agreement shall be made in writing and shall be executed as an amendment to the Agreement, including the mutual consent of all parties to the amendment.

11. **Authorized Agents**: The authorized agent of the AGO for purposes of this Agreement is Kelly Kemp, Assistant Attorney General – Manager of the State Agencies Division. The Agency's authorized agent for purposes of this Agreement is Robin Benson, General Counsel.

**APPROVED**:

**MINNESOTA DEPARTMENT OF HEALTH**

By: Mel Gresczyk (Jun 30, 2025 20:15 CDT)

Title: Assistant Commissioner, Department of Health

Date: 06/30/2025

**OFFICE OF THE ATTORNEY GENERAL**

By: Kelly Kemp (Jul 1, 2025 10:36 CDT)

Title: Assistant Attorney General

Date: 07/01/2025

# FY2026-27_Partner_Agency_Agreement_Department_of_Health

Final Audit Report 2025-07-01

| | |
|---|---|
| Created: | 2025-06-30 |
| By: | Rachael Bernardini (Rachael.Bernardini@ag.state.mn.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAT5an9cuyZZuQ9Ep2n8cF0Ge8qmVTo0yx |

## "FY2026-27_Partner_Agency_Agreement_Department_of_Health" History

Document created by Rachael Bernardini (Rachael.Bernardini@ag.state.mn.us)
2025-06-30 - 11:04:30 PM GMT

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2025-06-30 - 11:05:57 PM GMT

Document e-signed by Mel Gresczyk (mel.gresczyk@state.mn.us)
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Email viewed by Kelly Kemp (kelly.kemp@ag.state.mn.us)
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Document e-signed by Kelly Kemp (kelly.kemp@ag.state.mn.us)
Signature Date: 2025-07-01 - 3:36:27 PM GMT - Time Source: server

Agreement completed.
2025-07-01 - 3:36:27 PM GMT

Adobe Acrobat Sign

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LEASE NO. **861**
FISCAL YEAR: 26-27

# DEPARTMENTAL LEASE

| | |
|---|---|
| **LANDLORD: DEPARTMENT OF ADMINISTRATION** | |
| **DEPARTMENT/AGENCY (as TENANT)**<br>**Department of Health** | |
| **BUILDING NAME/ADDRESS**<br>**Orville L. Freeman, 625 N. Robert** | **DIVISION/SECTION NAME** |

**TERMS AND CONDITIONS**:

1. **LEASED PREMISES** LANDLORD grants and TENANT accepts the lease of one hundred eighty-six thousand six hundred nineteen (186,619) square feet of space, as shown on the plan attached hereto and incorporated herein as Exhibit A, comprised of the following:

| Level/Suite No. | Square Feet | Use |
|---|---|---|
| Basement | 1,236 | Shared Office |
| First | 15,095 | Office |
| First | 3,164 | Shared Office |
| First | 24,467 | Shared Office |
| Second | 19,842 | Office |
| Second | 11,183 | Shared Office |
| Second | 1,668 | Shared Office |
| Third | 48,587 | Office |
| Third | 5,182 | Shared Office |
| Fourth | 33,501 | Office |
| Fourth | 7,411 | Shared Office |
| Fifth | 11,817 | Office |
| Fifth | 3,466 | Shared Office |
| **TOTAL** | **186,619** | |

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2025 and continuing through June 30, 2027.

3. **RENT** TENANT agrees to pay to LANDLORD rent in accordance with the rent schedule set forth below:

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| FY: 26 LEASE PERIOD | ROOM OR FLOOR | SQUARE FEET OFFICE | SQUARE FEET STORAGE | RATE PER SQUARE FOOT OFFICE | RATE PER SQUARE FOOT STORAGE | MONTHLY AMOUNT | QUARTERLY AMOUNT | AMOUNT FOR LEASE PERIOD |
|---|---|---|---|---|---|---|---|---|
| 07/1/25 - 6/30/26 | Basement | 1,236 | | $31.90 | | $3,285.70 | $9,857.10 | $39,428.40 |
| | First | 42,726 | | $31.90 | | $113,579.95 | $340,739.85 | $1,362,959.40 |
| | Second | 32,693 | | $31.90 | | $86,908.89 | $260,726.67 | $1,042,906.68 |
| | Third | 53,769 | | $31.90 | | $142,935.93 | $428,807.79 | $1,715,231.16 |
| | Fourth | 40,912 | | $31.90 | | $108,757.73 | $326,273.19 | $1,305,092.76 |
| | Fifth | 15,283 | | $31.90 | | $40,627.31 | $121,881.93 | $487,527.72 |
| **TOTAL** | | **186,619** | | | | **$496,095.51** | **$1,488,286.53** | **$5,953,146.12** |

| FY: 27 LEASE PERIOD | ROOM OR FLOOR | SQUARE FEET OFFICE | SQUARE FEET STORAGE | RATE PER SQUARE FOOT OFFICE | RATE PER SQUARE FOOT STORAGE | MONTHLY AMOUNT | QUARTERLY AMOUNT | AMOUNT FOR LEASE PERIOD |
|---|---|---|---|---|---|---|---|---|
| 7/1/26 - 6/30/27 | Basement | 1,236 | | $24.90 | | $2,564.70 | $7,694.10 | $30,776.40 |
| | First | 42,726 | | $24.90 | | $88,656.45 | $265,969.35 | $1,063,877.40 |
| | Second | 32,693 | | $24.90 | | $67,837.98 | $203,513.94 | $814,055.76 |
| | Third | 53,769 | | $24.90 | | $111,570.68 | $334,712.04 | $1,338,848.16 |
| | Fourth | 40,912 | | $24.90 | | $84,892.40 | $254,677.20 | $1,018,708.80 |
| | Fifth | 15,283 | | $24.90 | | $31,712.23 | $95,136.69 | $380,546.76 |
| **TOTAL** | | **186,619** | | | | **$387,234.44** | **$1,161,703.32** | **$4,646,813.28** |

4. **DUTIES OF LANDLORD AND TENANT** Additional duties of Landlord and Tenant are described in the attached Exhibit B. In the event there is a conflict or inconsistency between the provisions of this Lease and the attached Exhibit B, Landlord, at its sole discretion, shall make the determination as to which provisions will prevail and will have the final say.

5. **CAPITOL COMPLEX RULES AND REGULATIONS** Tenant shall, at all times, during the Lease Term, comply with Landlord's rules and regulations in the Building and Capitol Complex which Landlord may reasonably change from time to time.

6. Tenant agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, creed, religion, national origin, sex, gender identity, marital status, sexual orientation, disability, and status with regards to public assistance, in furnishing, or by refusing to furnish, to such person or persons the use of any facility including any and all services, privileges and activities provided therein or violate any provision of the Minnesota Human Rights Act and any other applicable law or rule.

7. **TENANT ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.

8. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. The parties further agree that the Lease may be executed by electronic signature and that said electronic signature shall be binding upon the party providing such signature as if it were the party's original signature. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

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**ATTACHMENTS:**

Exhibit A Leased Premises Floor Plan
Exhibit B Duties of Landlord and Tenant

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By DocuSigned by: Alva Jaramilla 719C363AF50C4F5...
REAL ESTATE AND CONSTRUCTION SERVICES

Date 7/18/2025 | 7:27:06 AM CDT

TENANT:
DEPARTMENT OF HEALTH

By Signed by: Kevin Umidon 7F7CBEDDD8634BF...

Title Director, Facilities Management

Date 7/18/2025 | 7:13:26 AM CDT

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By Signed by: Stephen Hammes 64D00A5C76344E8...

Title Business Operations Manager

Date 6/10/2025

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

By Christina Mish Digitally signed by Christina Mish Date: 2025.07.16 09:23:24 -05'00'

Date 7/16/2025

Contract No. 273366/3000124739/REQ 2657

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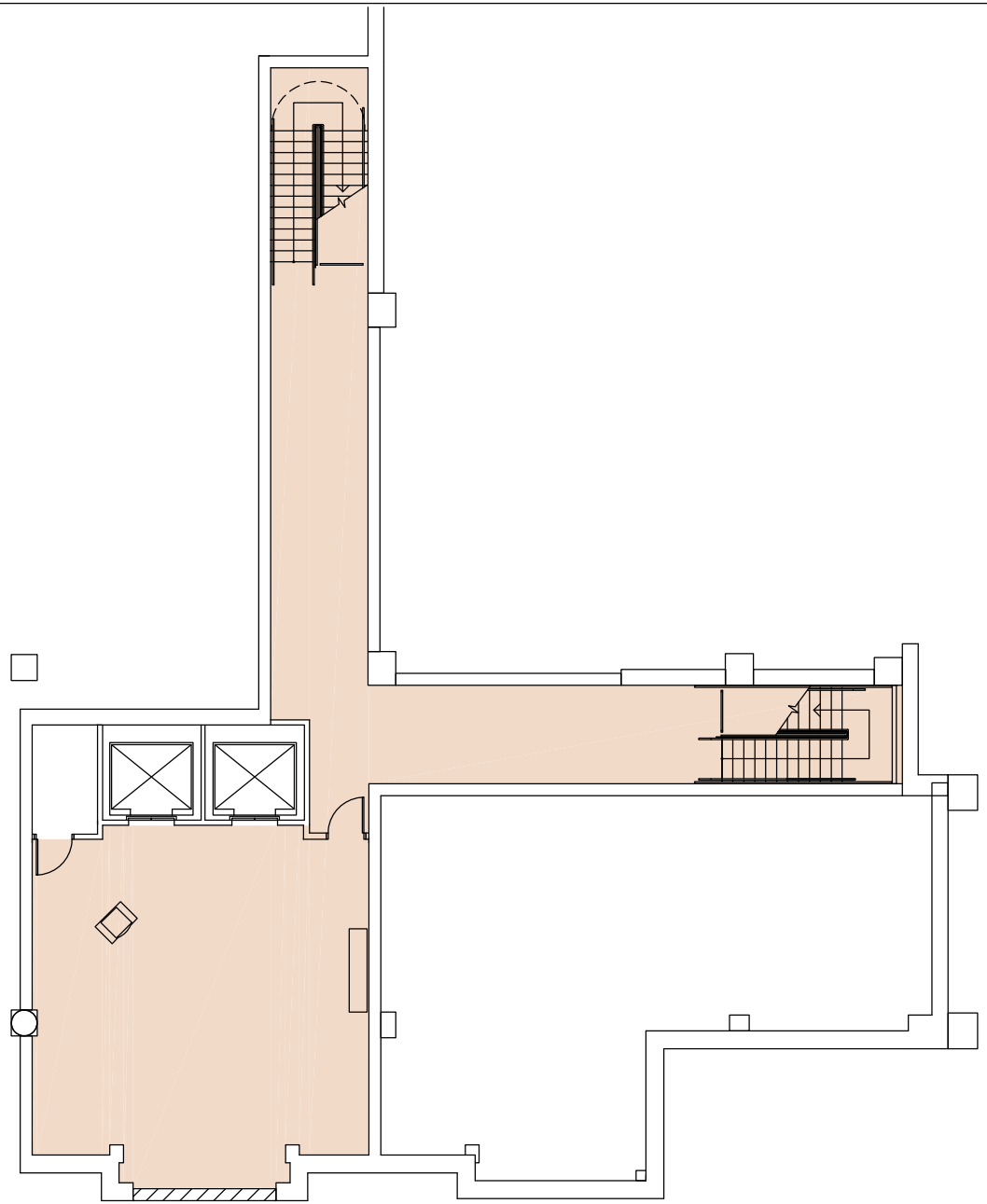
# EXHIBIT A



Lease #861
Department of Health
1,236 Shared Ag/Health Office

State of Minnesota
Department of Administration
Real Estate and Construction Services

Freeman Office Building
310272

Notes / Remarks
FY26-FY27 Lease Renewal 5/27/25

Basement
G0231027262-LL

Drawn By: S. Jarvi
Checked By:
Approved By:

Docusign Envelope ID: 4907FD5F-CD54-4AA9-ACE2-059E752589B0

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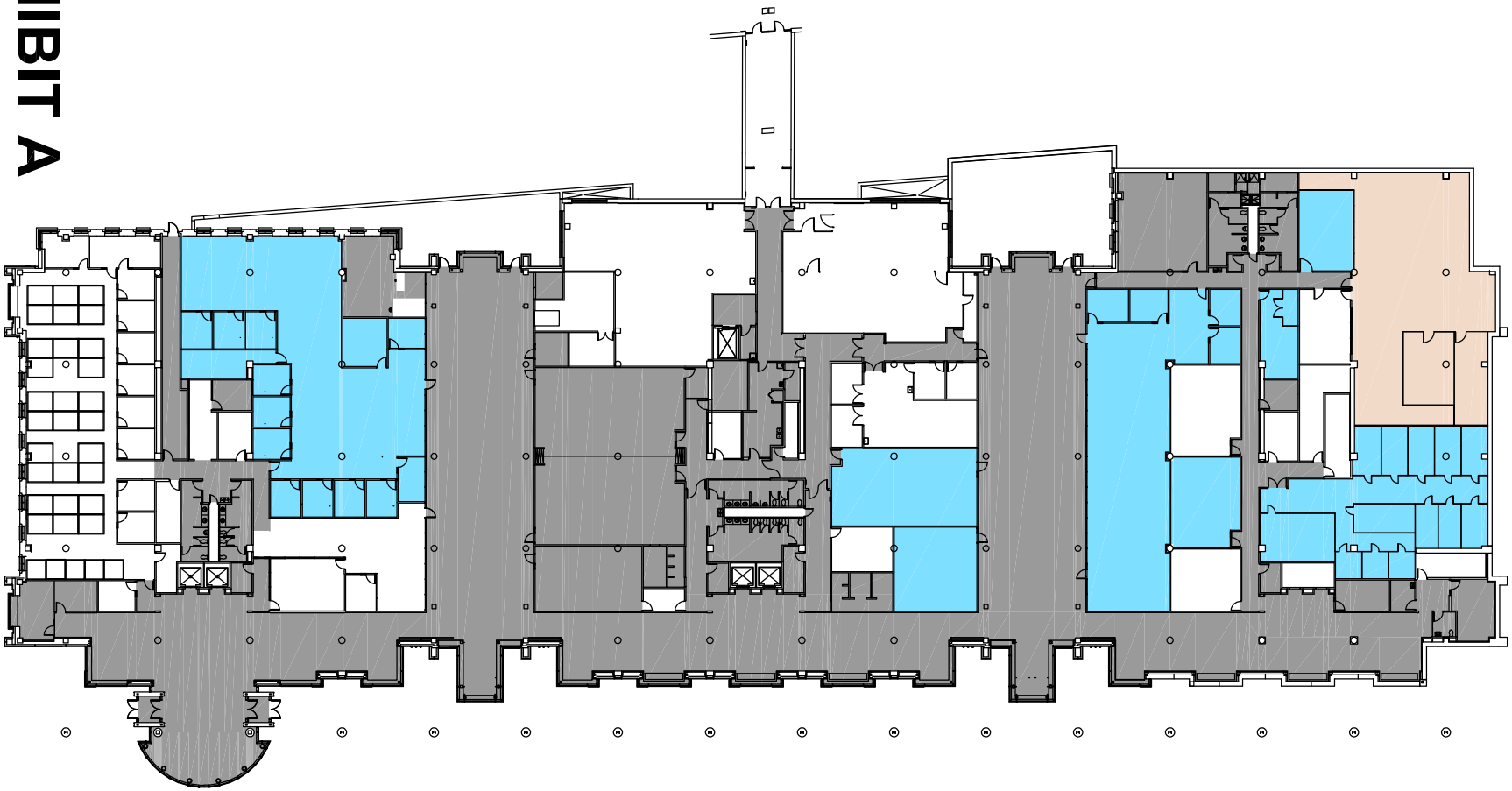


Lease #861
Department of Health
15,095 Sq. Ft. Office
3,164 Shared Ag/Health Office
24,467 Sq. Ft. Shared Office
42,726 Total Sq. Ft. Office

State of Minnesota
Department of Administration
Real Estate and Construction Services

Freeman Office Building
310272

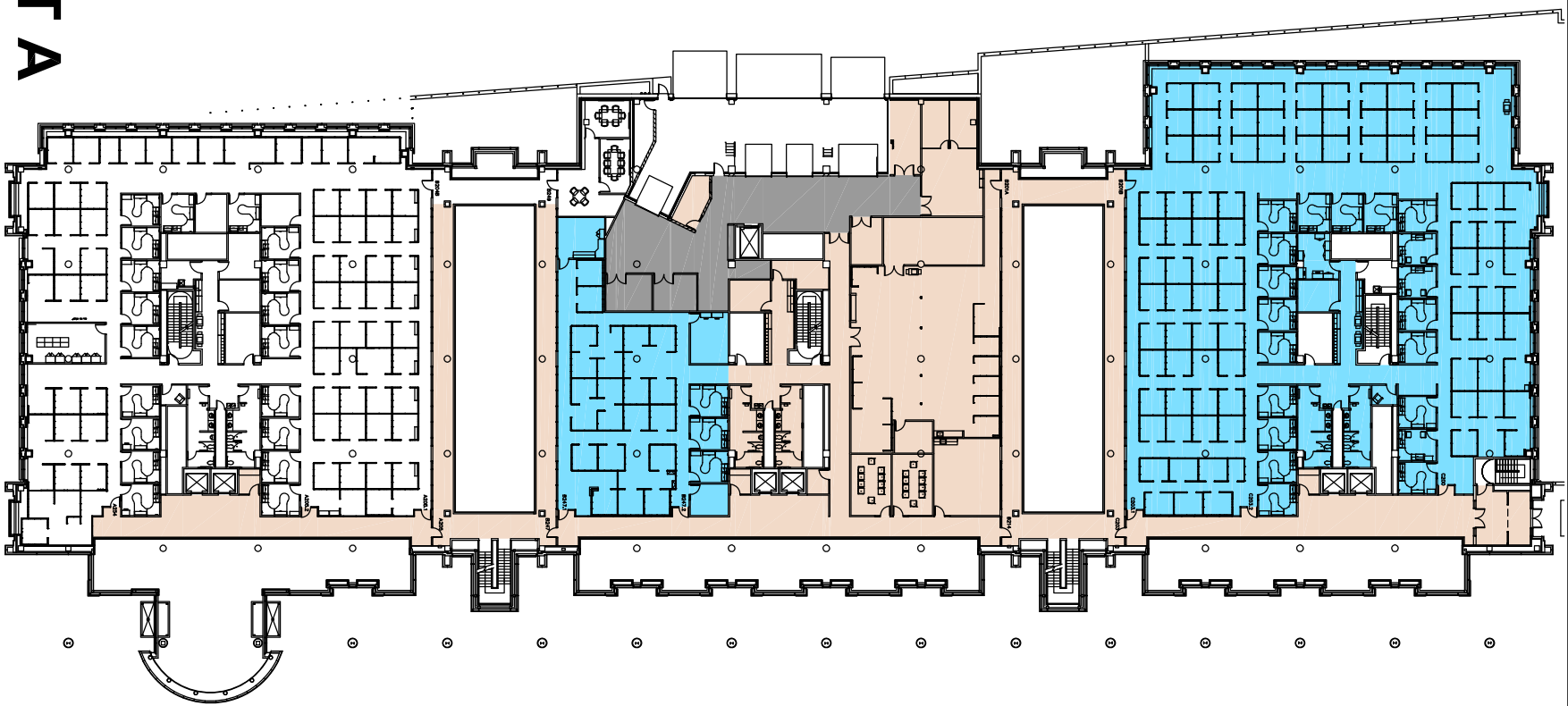
Notes / Remarks
FY26-FY27 Lease Renewal 5/27/25

First Floor
G0231027262-01

Drawn By: S. Jarvi
Checked By:
Approved By:

Docusign Envelope ID: 4907FD5F-CD54-4AA9-ACE2-059E752589B0

# EXHIBIT A



Lease #861
Department of Health
19,842 Sq. Ft. Office
11,183 Shared Ag/Health Office
1,668 Sq. Ft. Shared Office
32,693 Total Sq. Ft. Office

State of Minnesota
Department of Administration
Real Estate and Construction Services

Freeman Office Building
310272

Notes / Remarks
FY26-FY27 Lease Renewal 5/27/25

Second Floor
G0231027262-02

Drawn By: S. Jarvi
Checked By:
Approved By:

Docusign Envelope ID: 4907FD5F-CD54-4AA9-ACE2-059E752589B0

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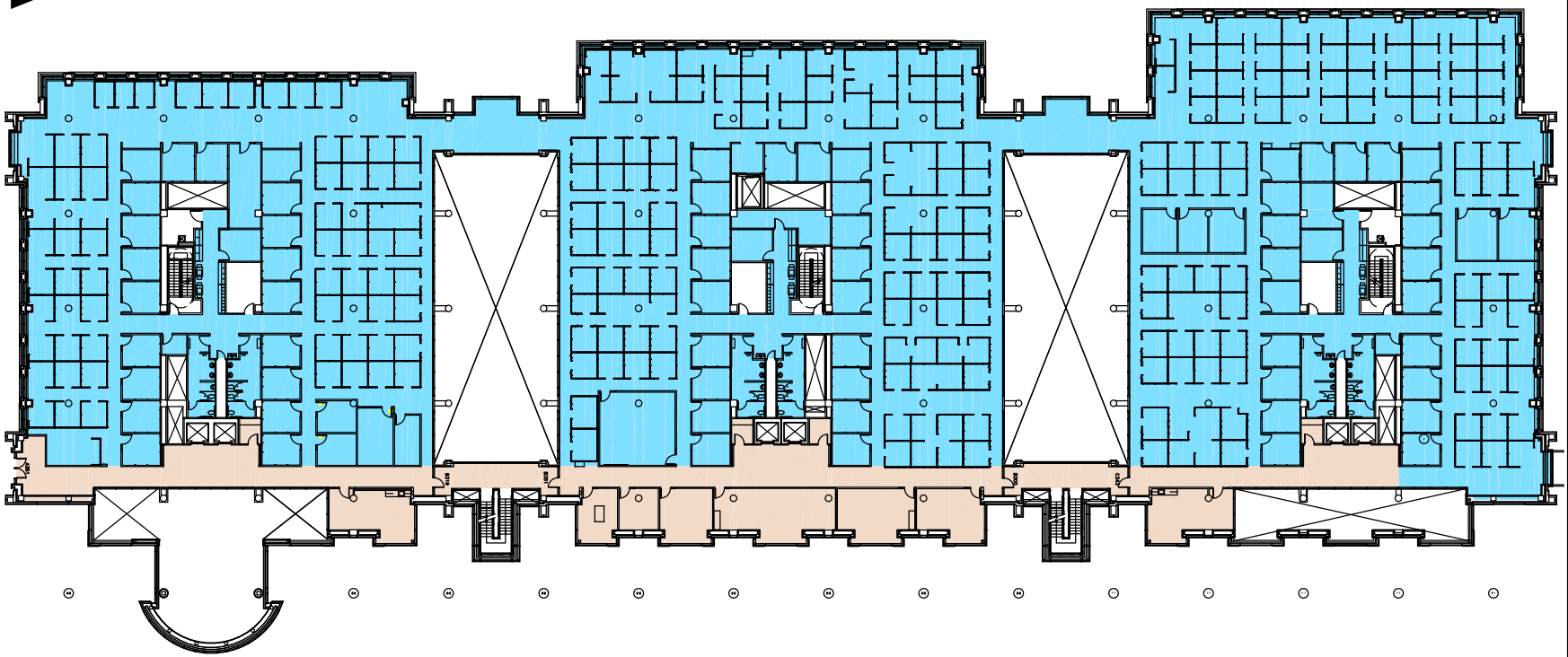

Lease #861
Department of Health
48,587 Sq. Ft. Office
5,182 Shared Ag/Health Office
53,769 Total Sq. Ft. Office

State of Minnesota
Department of Administration
Real Estate and Construction Services

Freeman Office Building
310272

Notes / Remarks
FY26-FY27 Lease Renewal 5/27/25

Third Floor
G0231027262-03

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Checked By:
Approved By:

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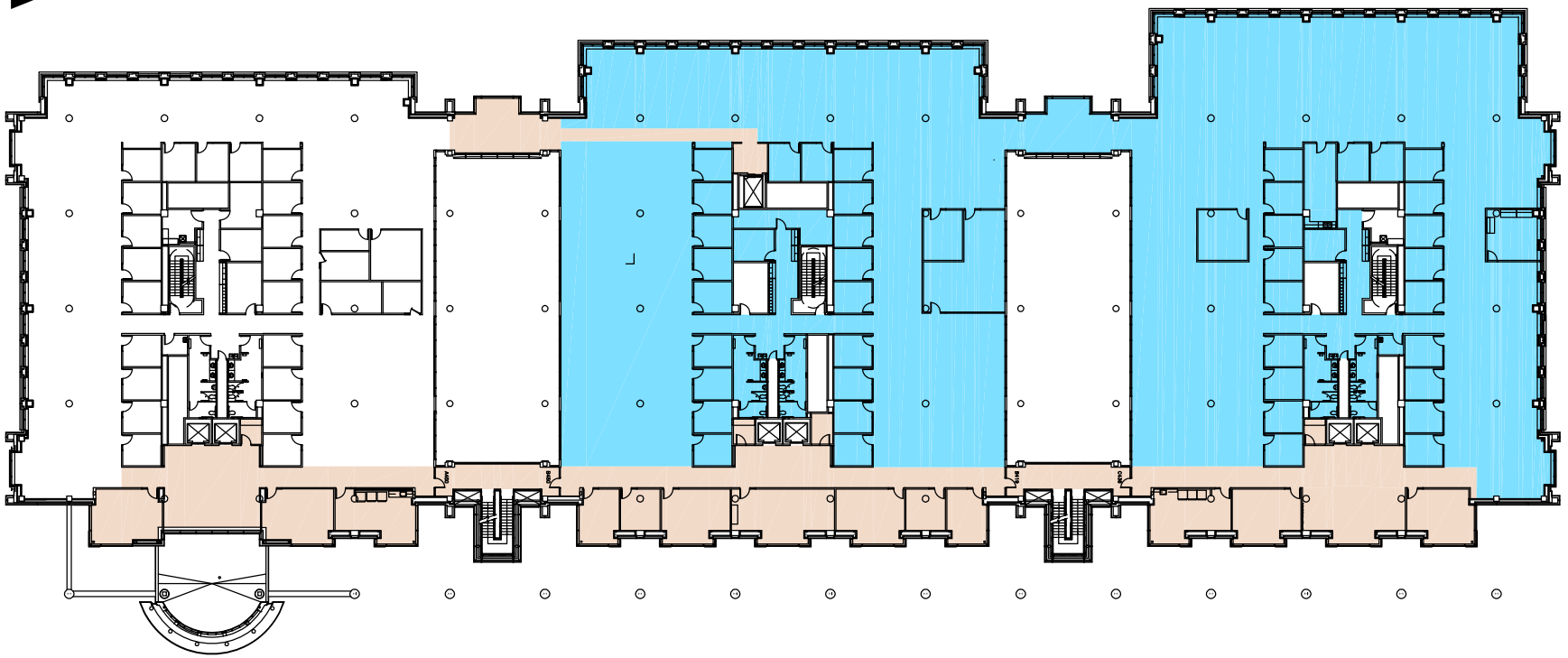

Lease #861
Department of Health
33,501 Sq. Ft. Office
7,411 Shared Ag/Health Office
40,912 Total Sq. Ft. Office

State of Minnesota
Department of Administration
Real Estate and Construction Services

Freeman Office Building
310272

Notes / Remarks
FY26-FY27 Lease Renewal 5/27/25

Fourth Floor
G0231027262-04

Drawn By: S. Jarvi
Checked By:
Approved By:

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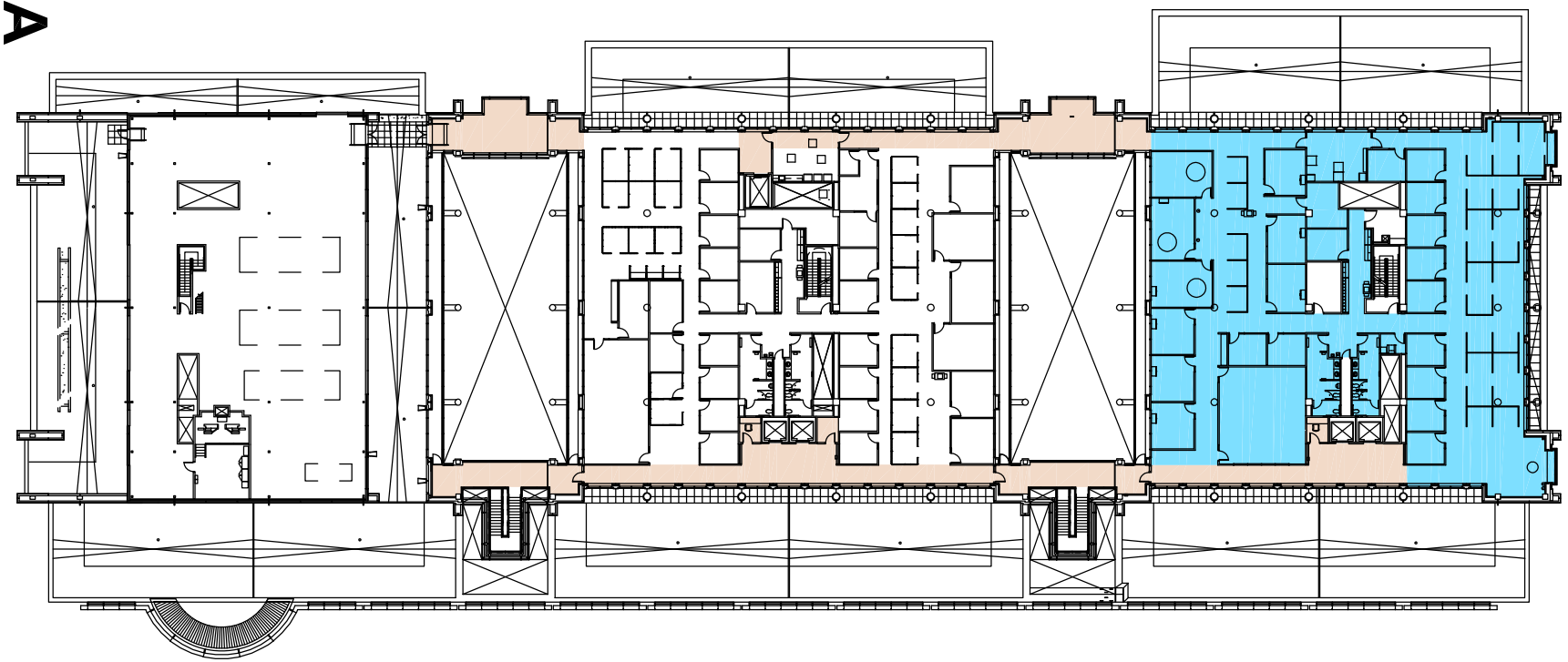
# EXHIBIT A



Lease #861
Department of Health
11,817 Sq. Ft. Office
3,466 Shared Ag/Health Office
15,283 Total Sq. Ft. Office

State of Minnesota
Department of Administration
Real Estate and Construction Services

Freeman Office Building
310272

Notes / Remarks
FY26-FY27 Lease Renewal 5/27/25

Fifth Floor
G0231027262-05

Drawn By: S. Jarvi
Checked By:
Approved By:

Docusign Envelope ID: 4907FD5F-CD54-4AA9-ACE2-059E752589B0

## I. Duties of Landlord

**A.** The Department of Administration, Facilities Management Division (hereinafter referred to as LANDLORD) shall be responsible for delivery of consistent, quality services to ensure clean, safe, and environmentally sound buildings, grounds, and operations by providing the following services:

**1.** **Building Management Services** LANDLORD shall designate a Building Manager to oversee all LANDLORD responsibilities as outlined in this agreement. The Building Manager shall be the contact person for all building-related work and concerns. TENANT should contact LANDLORD's Service Line or check the website: www.mn.gov/admin/government/buildings-grounds for more information. Terms and conditions in items b-f below apply only when specific funds have not been appropriated for this purpose.

**a.** **Construction, Remodeling and Renovation Work** LANDLORD shall inform TENANT in advance and in writing, of construction, remodeling, or renovation work.

**b.** **Carpet Replacement** LANDLORD shall repair or replace worn or damaged carpet according to funding availability, age, and condition of the carpet and/or other building priorities. Carpet deemed unsafe by LANDLORD shall be repaired or replaced. The carpet is expected to have a minimum life cycle of fifteen years. The quality of carpet to be installed will be determined by LANDLORD. Selection by TENANT shall be made from LANDLORD sample selections. If TENANT desires carpet and LANDLORD does not have funding available, TENANT has the option of funding the purchase. LANDLORD will contract, install, and invoice TENANT. Colors and quality selection must be approved in advance and in writing by LANDLORD to ensure durability, maintainability, and consistency.

**c.** **Interior Decoration** LANDLORD shall paint all interior walls showing wear or damage according to funding availability, age, and condition of the paint and/or other building priorities. LANDLORD financial obligation shall not exceed state contract amount. Painting is expected to have a minimum useful life of twelve years under normal use and periodic touchups. Selection shall be made by TENANT from LANDLORD sample selections. If TENANT desires a different type of wall treatment, including wallpaper, textured walls, paint color that are not on LANDLORD'S standard palette, or higher quality material, LANDLORD will contract and invoice TENANT. LANDLORD shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability, design integrity, and uniformity.

**d.** **Window Treatments** LANDLORD shall repair or replace building exterior envelope window treatments that are damaged or discolored according to funding availability, age, and condition of the window treatments and other building priorities. Window treatments are expected to have a minimum useful life of twenty years. The determination to repair or replace is to be made at the discretion of LANDLORD. Exterior envelope window treatments will be selected from the State Contract. If TENANT chooses to select a different exterior envelope window treatment that is not

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under State Contract, TENANT shall pay the portion above the State Contract rate. If TENANT desires a different type of window treatment and is willing to fund the difference, LANDLORD will contract and invoice the TENANT. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability, and consistency. Replacement of any interior window treatments will be the responsibility of TENANT and any related costs shall be borne by TENANT.

e. **Ceiling Tiles** LANDLORD shall replace damaged or stained ceiling tiles, determined at discretion of LANDLORD.

f. **Leased Premises** To make space suitable for new tenants, LANDLORD shall provide the treatments and finishes outlined above dependent upon available funding. LANDLORD shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LANDLORD. LANDLORD shall not fund accommodations or changes to leased premises in order to meet specialized needs, program requirements of TENANT, or ADA accommodations.

g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LANDLORD shall provide maintenance engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LANDLORD-owned.

h. **Grounds Maintenance Services** LANDLORD shall maintain all entrances, sidewalks, and grounds on an as needed schedule to ensure safe entry and egress. This shall include exterior maintenance of turf, shrubs, trees, and plants as well as cleaning and removal of debris. Every reasonable effort will be made to ensure snow and ice is cleared before and during building operating hours.

i. **Integrated Pest Management Services** LANDLORD shall provide an integrated pest management program for control of rodents and insects within the building.

j. **Keys and Locks** LANDLORD shall provide two keys for each door with lock hardware within the Leased Premises. Additional keys will be furnished by LANDLORD upon a signed request by TENANT and at TENANT'S expense. TENANT shall not duplicate keys at any time. Locking hardware can only be altered, added, and or rekeyed by LANDLORD. LANDLORD may perform security audit of each key and key holder every two (2) years. If TENANT loses or misplaces any key(s) to the Building, LANDLORD shall, in LANDLORD'S sole discretion, either replace said key(s) or re-key such locks as may be affected, and TENANT shall reimburse LANDLORD for all such costs for re-keying and/or replacement.

k. **Security Devices** In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain building perimeter and lobby security devices which includes card readers, turn styles, cameras, and structural components of built-in security stations integral to the building. In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain emergency call stations at exterior locations and in the tunnel systems. LANDLORD will take custody and maintain card readers installed by the TENANT in TENANT spaces.

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l. **Signage** LANDLORD shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LANDLORD's discretion after consulting with TENANT.

m. **Communication** LANDLORD shall coordinate with TENANT's key contact(s) regarding all Facilities Management work scheduled in a building which could affect building operations. LANDLORD shall provide written notice in advance of these events and TENANT shall forward communication to tenants as appropriate. Reasonable coordination efforts shall be made by LANDLORD with TENANT's key contact(s) to prevent scheduling conflicts prior to posting bulletins and the commencement of work.

n. **Insurance** LANDLORD insures the building structure only. Insuring contents is the responsibility of TENANT.

o. **Fire Detection, Alarm, and Suppression Systems** LANDLORD shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements. Specialized fire and alarm detection systems are the responsibility of the TENANT.

p. **Access to LANDLORD space** LANDLORD shall lock and secure all LANDLORD's electrical closets, rooms and vaults, janitorial/maintenance closets, and mechanical rooms.

q. **Solid Waste** LANDLORD shall remove solid waste from buildings daily.

2. **Utility Services**

a. **Heating, Ventilation, and Air Conditioning** LANDLORD will maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions. For purposes hereof, the acceptable ranges of temperature are as follows:

(i) From October 1 through April 30, between 70°F and 74°F. Temperature settings will be lowered to 60°F to 62°F during periods outside of building operating hours.

(ii) From May 1 through September 30, between 72°F and 76°F. Temperature settings will be increased to 85°F during periods outside of building operating hours.

(iii) Unless established to the contrary through a written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating and cooling areas with TENANT-owned equipment or TENANT needs for extended hours of operation.

(iv) LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.)

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Standard 62.1- 2022. All supply air shall be filtered in accordance with ASHRAE Standard 52.2- 2017 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LANDLORD as required by the application and the needs of the system. Unless established to the contrary in writing, in advance, air-handling systems will operate as required to maintain occupied space temperatures between building operating hours, Monday through Friday, excluding State holidays or deemed necessary by LANDLORD.

**b. Water/Sewage** LANDLORD shall provide the Leased Premises with adequate domestic water and sewage facilities sufficient to serve its design population capacity.

**c. Electrical**

(i) LANDLORD shall provide the Leased Premises with electrical infrastructure for it's design population capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LANDLORD. Tenant-owned equipment, purchased and installed by TENANT, or purchased and installed on behalf of TENANT through a major construction or renovation project and/or TENANT's need for extended hours of operation which requires specialized electrical operation, are considered a special program need and shall be the direct responsibility of TENANT at TENANT's cost. All TENANT equipment installation must be approved in advance and in writing by LANDLORD in accordance with the provisions of this lease. TENANT shall be billed by LANDLORD on a fee-for-service bases based on actual electrical usage for the extended hours of operation or specialized use.

(ii) LANDLORD shall provide electric power for TENANT. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LANDLORD cannot guarantee continuous availability. If TENANT has a need for continuous, uninterruptible, or specific power quality needs, it shall be TENANT's responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LANDLORD.

(iii) The LANDLORD is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable, and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled as necessary. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT, the LANDLORD will schedule work during 'off hours', nights, and weekends to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency, the LANDLORD reserves the right to interrupt electrical services as required during building operating hours.

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(iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

**3. Reduction, Reuse, Recycling, and Sustainability**

a. Pursuant to Minnesota Statutes, Section 16B.24, subdivision 6 (d), LANDLORD shall provide space for common recycling materials.

b. LANDLORD will provide common area recycle, compost, and trash containers.

c. LANDLORD shall provide general recycling services limited to the collection of common area recycling containers. LANDLORD will transport TENANT provided collection containers from the Leased Premises to a holding area. LANDLORD shall return container to the common recycling areas in the Leased Premises.

d. LANDLORD is not responsible for recycling of confidential TENANT materials.

**4. Janitorial Services** The following janitorial services shall be provided by LANDLORD:

**a. Office Cleaning**

| | |
|---|---|
| Daily: | Empty common area recycle receptacles; replace liners.<br>Vacuum accessible carpeted main traffic aisles.<br>Pick up litter in remainder of other carpeted areas.<br>Spot clean carpeting.<br>Spot clean partitions/door glass. |
| Weekly: | Vacuum all carpeted areas.<br>Dust mop hard surface main traffic aisles.<br><br>Dust mop hard surface areas.<br>Wet mop hard surface areas.<br>Detail/dust areas below 6 feet. |
| Monthly: | Spot clean walls and doors. |
| Semi-Annual: | Dust door frames.<br>Dust accessible exterior window blinds, where applicable.<br>Clean ceiling vents (up to 10 feet).<br>Clean carpeted traffic aisles. |
| Annually: | Clean carpet. May be extraction, tip clean or rotary shampoo. |
| Upon Request: | Dust exposed areas on desks/credenzas/work surfaces. |

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NOTE: Detail dusting in an office setting shall be done only in accessible areas if it can be done without the risk of damage to property. LANDLORD shall not move items to dust. LANDLORD shall empty only waste receptacles and items in common areas that are clearly marked 'trash'.

**b. Lobby/Entrance Cleaning**

| | |
|---|---|
| Daily: | Empty/spot clean common area recycle receptacles.<br>Sweep hard surface floors.<br>Wet mop hard surface floors.<br>Clean walk-off mats.<br>Clean door glass; spot clean adjacent glass.<br>Vacuum carpet.<br>Clean entire interior and exterior of elevators.<br>Sweep/vacuum/wet mop non-enclosed stairways.<br>Check/spot clean directories. |
| Weekly: | Detail/dust areas below 6 feet.<br>Spot clean plate glass windows.<br>Clean and/or polish stairway handrails.<br>Clean thresholds.<br>Check/arrange and spot clean public area furniture.<br>Clean kick plates, push plates, and door frames.<br>Spot clean walls. |
| As Needed: | Scrub and coat hard surface floors.<br>Strip, seal and finish hard surface floors.<br>Buff/burnish accessible hard surface floors.<br>Spot clean carpet. |

**c. Hard surface Floor Care- Common Areas**

| | |
|---|---|
| Daily: | Dust mop wall to wall.<br>Spot mop spills/splashes. |
| Weekly: | Wet mop/auto scrub floor surfaces.<br>Buff/burnish floors. |
| As Needed: | Heavy scrub and recoat floor finish.<br>Strip, seal and finish hard surface floors. |

**d. Hard Surface Floor Care-Work Areas**

| | |
|---|---|
| Daily: | Dust accessible areas.<br>Wet mop other areas. |
| Weekly: | Dust mop wall to wall. |

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Wet mop/auto scrub wall to wall.
Buff/burnish accessible floor areas.

As Needed: Heavy scrub and recoat floors.
Strip, seal, and finish.

**e. Restroom Cleaning**

Daily: Check and resupply all dispensers as needed.
Clean mirrors.
Clean soap, towel, and sanitary dispensers and hand dryers.
Empty trash and organics containers, including sanitary disposal units; clean receptacles.
Clean and sanitize toilets, urinals, sinks, and countertops.
Clean stainless steel and chrome.
Spot clean doors, both sides.
Spot clean walls with special emphasis around dispensers, sinks, toilets, and urinals.
Wet mop floor with sanitizing solution.

Monthly: Machine scrub floors.
Sanitize waste receptacles.

Semi-Annual: Wall to wall deep clean cycling, including all walls, partitions, fixtures, and floors.

**f. Shower room/stall cleaning**

Daily: Clean and sanitize if used.
Remove debris on finishes and fixtures.

Weekly: Power wash shower room walls and floors with disinfectant cleaner.
Clean and disinfect all shower room fixtures.

As Needed: Replace shower curtain.

**g. Miscellaneous**

Daily: Sanitize drinking fountains.
Spot clean interior stairwells.
Remove unapproved or outdated posters/bulletins.

Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.

As Needed: Wet mop hard surface stairwell risers and landings.
Clean ceiling light diffusers and exhaust fans in elevator cars.
Clean janitorial closets.

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Dust stairwell railings.
Vacuum upholstered furniture upon request and based on staff availability.

**B.** The Department of Administration, Real Estate and Construction Services (RECS) shall be responsible for:

1. Allocation and inventory of state-owned space under the custodial control of the Facilities Management Division.

2. Preparation and processing of lease documents.

## II. DUTIES OF TENANT

**A. Transferability** TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

**B. Designated Staff Person** TENANT will designate at least one (1) key contact person who shall be responsible for coordinating building related questions, concerns, and general communications with LANDLORD's Building Manager. This will include but not be limited to building surveys, LANDLORD initiated building postings, construction/renovation projects, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least one (1) key contact person who shall be responsible and can be contacted by LANDLORD or Capitol Security after normal business hours in the event of an emergency.

**C. Reduction, Reuse, Recycling, and Sustainability**

TENANT agrees to:

1. Ensure TENANT's employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the TENANT.

2. Arrange and pay for recycling of confidential materials.

3. Ensure recyclables do not contain contaminating materials.

4. Use recycling containers and equipment only for designated recycling purposes.

5. Direct general waste and recycling questions to LANDLORD's Building Manager or designee.

6. Transfer recycling materials from desk side containers to common area collection containers.

7. Provide a designated Champion for recycling communications and compliance.

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8. TENANT shall notify LANDLORD when they use a vendor other than the LANDLORD'S recycling contractor.

**D. Hazardous Waste**

1. If TENANT is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045, and 7046, and/or any local jurisdictions hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LANDLORD with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. TENANT shall also provide LANDLORD with a copy of its annual Hazardous Waste Report each year thereafter.

2. In the event TENANT vacates Leased Premises, TENANT shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by TENANT to LANDLORD no later than thirty (30) days from the date TENANT vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by TENANT at TENANT's expense.

**E. Electronic Devices and Furniture** TENANT is responsible for TENANT's owned electronic equipment, appliances, and office furniture, recycling or disposal. Disposal of these items is at TENANT's expense. TENANT shall report the cumulative weight of electronics that are recycled each calendar year to the LANDLORD by the 15th of January the subsequent calendar year for which the recycling took place.

**F. Waste Prevention, Energy, Conservation, and Use of Utility Services**__Heating, ventilation and air conditioning, electrical, water and sewage.

1. TENANT agrees to conserve energy and natural resources by turning off lights, appliances and office electronics when not in use. LANDLORD may provide TENANT with instructions defining optimal use.

2. TENANT shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems, or major appliances if determined by LANDLORD to be beyond those provided for in this agreement, either during or outside normal building operating hours.

TENANT shall promptly reimburse LANDLORD upon receipt of invoice for utility services.

3. TENANT will ensure optimal use of all thermostats and other climate control devices such as the opening or closing of blinds, doors, and vents, within the Leased Premises. LANDLORD may provide TENANT with written instructions defining said optimal use.

4. If TENANT has TENANT-owned equipment or TENANT requires additional heating or cooling

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beyond the established hours of operation or for a normal office environment setting use, TENANT will request in writing to LANDLORD. If LANDLORD approves, the cost for the additional hours of operation or specialized use shall be the responsibility of TENANT. TENANT will be billed by LANDLORD for the extended hours of operation.

5. TENANT will provide reasonable accommodations for LANDLORD to perform scheduled after hour utility outages and building maintenance.

**G. Use of Leased Premises**

1. TENANT agrees not to use the Leased Premises in any way which, in the judgment and discretion of LANDLORD, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall TENANT use the Leased Premises to cause damage, annoyance, nuisance, or inconvenience to other building occupants. Open flames, including candles are prohibited.

2. TENANT agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by TENANT, TENANT shall contact LANDLORD's Service Line to request access.

3. TENANT agrees to consider all common areas in the building not located within the Leased Premises including entrances and lobbies, as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Administrative Rules Chapter 1235, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by TENANT, TENANT's staff or private vendor(s) for solicitation or sales. Contact LANDLORD's Service Line for more information regarding special events and rules governing them.

4. TENANT agrees that conference rooms not leased as part of the Leased Premises are under the control of LANDLORD, as public, common spaces. Such public conference rooms shall not be used by TENANT, TENANT's staff or private vendor(s) for solicitation or sales.

5. TENANT agrees to receive all goods delivered to the building related to TENANT or Leased Premises at the loading dock and promptly transporting to owned leased space. TENANT shall be responsible for the safe-guarding and security of these delivered goods. TENANT agrees that, at no time, shall LANDLORD be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.

6. TENANT agrees to maintain the Leased Premises in a reasonably safe, clean and sanitary condition in compliance of all applicable codes.

7. TENANT agrees to observe reasonable precautions to prevent pest problems and to optimally cooperate with FMD in their pest management program for control of rodents and insects. To aide with pest management, TENANT shall keep all food items in sealed containers.

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8. TENANT to ensure all doors and windows remain closed when not in use in order to ensure a balanced HVAC system, reduce dust and pollen in the building and to prevent birds, squirrels, and other pests from entering.

9. TENANT is responsible for all interior ADA accommodations, including installation of automatic door openers. After initial installation, LANDLORD will be responsible for ongoing repair, replacement, and maintenance of automatic door openers

10. TENANT must allow LANDLORD access to all spaces in the event of an emergency.

**H. Equipment Repair/Replacement**

1. TENANT-owned program equipment purchased and installed by TENANT or purchased and installed on behalf of TENANT through a major construction or renovation project that is related to TENANT's programs or operation shall be the responsibility of TENANT to operate, maintain, repair, replace and remove. Any structural or other damage to the Leased Premises resulting from TENANT's equipment shall be remedied by TENANT at TENANT's expense. At the discretion of LANDLORD, any of TENANT equipment shall be removed at the time TENANT vacates the Leased Premises and the Leased Premises shall be returned to its original condition at TENANT's expense. LANDLORD may, at its discretion, following the execution of a written agreement, be contracted to maintain, service, repair and replace such TENANT's equipment at TENANT's cost on a fee-for-service basis through LANDLORD's Repair and Other Jobs activity.

2. Specialized fire suppression, fire detection, and alarm systems supporting TENANT-owned equipment shall be the responsibility of TENANT to maintain, repair, replace and inspect per local jurisdiction requirements. TENANT may contract with LANDLORD for maintenance, repair and inspection services of TENANT's equipment at TENANT's cost on a fee for services basis through LANDLORD's Repair and Other Jobs activity. If TENANT chooses to contract separately, TENANT must provide inspection report to LANDLORD. Record of deficiency corrections must also be provided to LANDLORD, when applicable.

3. TENANT shall ensure that equipment owned by TENANT such as Liebert's, dry coolers, etc., is properly installed and maintained to ensure maximum efficiency.

**I. Keys and Locks** Additional keys needed by TENANT beyond those provided by LANDLORD shall be obtained from LANDLORD on a fee-for-service basis through LANDLORD's Repair and Other Jobs activity. TENANT must keep a current log of each key and holder for security purposes. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease. In the case all keys are not returned, TENANT will be responsible for reimbursing LANDLORD the cost for keys and locks rekeying services. Cores belonging to lost keys shall be replaced by LANDLORD at TENANT expense. If TENANT loses or misplaces any key(s) to the building and LANDLORD determines replacement and/or re-keying is necessary, TENANT shall reimburse LANDLORD for all such costs for re-keying or replacement.

**J. Security Devices** TENANT shall be responsible for installing all non-perimeter security devices or sensors in the Leased Premises including duress devices, emergency call boxes, access control devices, and cameras. After the initial installation, LANDLORD will take custody of card readers and be responsible for ongoing maintenance, repairs, and replacement. TENANT will retain

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ownership and responsibility for ongoing maintenance, repairs, and replacement for all other devices.

**K. Signage**

1. Identification of space within Leased Premises is the responsibility of the TENANT.

2. TENANT shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the building, through the windows or visible from the halls or other common areas of the building, unless prior written approval for the signs has been secured from the LANDLORD.

**L. Building Management Services** TENANT will pay all invoices when previously agreed in accordance with DUTIES OF LANDLORD, A.1. Building Management Services as it pertains to carpet, interior decoration, and window treatments.

**M. Communication**

1. TENANT shall submit TENANT initiated building postings to LANDLORD's Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.

2. TENANT shall forward LANDLORD's communication to TENANT agency team members as requested by LANDLORD.

**N. Modifications to Leased Premises**

1. TENANT shall contact LANDLORD to initiate any work that will affect the physical and/or operational characteristics, including modular furniture and equipment of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, security systems, as well as modular furniture and communications/data cabling installations. Detailed plans for all such work shall be developed and approved by LANDLORD. Implementation of the work shall be performed either by:

   a. Licensed contractor, as authorized by LANDLORD, under contract with the LANDLORD.

   b. Licensed contractor, as authorized by LANDLORD, under contract with TENANT. Such contracts must be approved by LANDLORD prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.

2. At the time TENANT vacates the Leased Premises, TENANT shall, at LANDLORD's option, be responsible for restoration of the Leased Premises which have been modified by the TENANT since July 1, 2009. The Leased Premises shall be returned to its original condition by LANDLORD at TENANT's expense.

**O. Personal Property** UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in common areas as designated by LANDLORD. Personal items such as space heaters, humidifiers, bicycles, scooters or Segways are not allowed inside the buildings or tunnels.

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**P. Content Liability and Insurance** TENANT is liable for damage to TENANT property including but not limited to, natural disasters, protests, fire, and damage from building system failures. TENANT is responsible to obtain Content Insurance at their discretion.

**Q. Plants** TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages or air quality issues because of plants.

**R. Emergencies**

1. TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.

2. In accordance with M.S.16B.04 subdivision 2 (4) and 2 (5) and M.S.16B.24 subdivision1 and in the event of a LANDLORD declared emergency, TENANT hereby agrees that any vacant office or meeting spaces within its Leased Premises may be temporarily reassigned to other agencies until the emergency is declared satisfied by the Commissioner of Administration. Lease billing adjustments for the temporarily reassigned space will be made accordingly by the LANDLORD.

**S. Animals** Animals are not allowed inside LANDLORD managed facilities, except when approved as an ADA accommodation as outlined in Section II.T

**T. ADA Accommodations** Animals, equipment, and materials that are necessary to provide reasonable accommodations must be approved by TENANT agency's Human Resources Office or other office having the authority for this responsibility. Any ADA accommodation that involves modification to the Leased premises or that would violate compliance of applicable building or safety codes must be approved by LANDLORD. TENANT is responsible for all interior ADA accommodations, including installation of automatic door openers. After initial installation, LANDLORD will take custody of automatic door openers and be responsible for ongoing maintenance, repairs, and replacement. TENANT will retain ownership and responsibility for ongoing maintenance, repairs, and replacement of all other devices.

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LEASE NO. **789**
FISCAL YEAR: 26-27

# DEPARTMENTAL LEASE

| | |
|---|---|
| **LANDLORD: DEPARTMENT OF ADMINISTRATION** | |
| **DEPARTMENT/AGENCY (as TENANT)**<br>**Department of Health** | |
| **BUILDING NAME/ADDRESS**<br>**Ag/Health Lab, 601 N. Robert** | **DIVISION/SECTION NAME** |

**TERMS AND CONDITIONS**:

1. 1.**LEASED PREMISES** LANDLORD grants and TENANT accepts the lease of eighty-four thousand seventy (84,070) square feet of space, as shown on the plan attached hereto and incorporated herein as Exhibit A, comprised of the following:

| Level/Suite No. | Square Feet | Use |
|---|---|---|
| Basement | 766 | Shared Office |
| First | 17,576 | Office |
| First | 11,850 | Shared Office |
| Second | 5,930 | Shared Office |
| Second | 20,267 | Office |
| Third | 7,696 | Shared Office |
| Third | 19,985 | Office |
| **TOTAL** | **84,070** | |

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2025 and continuing through June 30, 2027.

3. **RENT** TENANT agrees to pay to LANDLORD rent in accordance with the rent schedule set forth below:

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| FY: 26 LEASE PERIOD | ROOM OR FLOOR | SQUARE FEET OFFICE | SQUARE FEET STORAGE | RATE PER SQUARE FOOT OFFICE | RATE PER SQUARE FOOT STORAGE | MONTHLY AMOUNT | QUARTERLY AMOUNT | AMOUNT FOR LEASE PERIOD |
|---|---|---|---|---|---|---|---|---|
| 07/1/25 - 6/30/26 | Basement | 766 | | $46.10 | | $2,942.72 | $8,828.16 | $35,312.64 |
| | First | 29,426 | | $46.10 | | $113,044.88 | $339,134.64 | $1,356,538.56 |
| | Second | 26,197 | | $46.10 | | $100,640.14 | $301,920.42 | $1,207,681.68 |
| | Third | 27,681 | | $46.10 | | $106,341.18 | $319,023.54 | $1,276,094.16 |
| **TOTAL** | | **84,070** | | | | **$322,968.92** | **$968,906.76** | **$3,875,627.04** |

| FY: 27 LEASE PERIOD | ROOM OR FLOOR | SQUARE FEET OFFICE | SQUARE FEET STORAGE | RATE PER SQUARE FOOT OFFICE | RATE PER SQUARE FOOT STORAGE | MONTHLY AMOUNT | QUARTERLY AMOUNT | AMOUNT FOR LEASE PERIOD |
|---|---|---|---|---|---|---|---|---|
| 7/1/26 - 6/30/27 | Basement | 766 | | $55.35 | | $3,533.18 | $10,599.54 | $42,398.16 |
| | First | 29,426 | | $55.35 | | $135,727.43 | $407,182.29 | $1,628,729.16 |
| | Second | 26,197 | | $55.35 | | $120,833.66 | $362,500.98 | $1,450,003.92 |
| | Third | 27,681 | | $55.35 | | $127,678.61 | $383,035.83 | $1,532,143.32 |
| **TOTAL** | | **84,070** | | | | **$387,772.88** | **$1,163,318.64** | **$4,653,274.56** |

4. **DUTIES OF LANDLORD AND TENANT** Additional duties of Landlord and Tenant are described in the attached Exhibit B and Exhibit C (Agency Equipment Ownership). In the event there is a conflict or inconsistency between the provisions of this Lease and the attached Exhibit B and Exhibit C, Landlord, at its sole discretion, shall make the determination as to which provisions will prevail and will have the final say.

5. **CAPITOL COMPLEX RULES AND REGULATIONS** Tenant shall, at all times, during the Lease Term, comply with Landlord's rules and regulations in the Building and Capitol Complex which Landlord may reasonably change from time to time.

6. Tenant agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, creed, religion, national origin, sex, gender identity, marital status, sexual orientation, disability, and status with regards to public assistance, in furnishing, or by refusing to furnish, to such person or persons the use of any facility including any and all services, privileges and activities provided therein or violate any provision of the Minnesota Human Rights Act and any other applicable law or rule.

7. **TENANT ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.

8. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. The parties further agree that the Lease may be executed by electronic signature and that said electronic signature shall be binding upon the party providing such signature as if it were the party's original signature. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

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**ATTACHMENTS:**

| | |
|---|---|
| Exhibit A | Leased Premises Floor Plan |
| Exhibit B | Duties of Landlord and Tenant |
| Exhibit C | Agency Equipment Ownership |

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By DocuSigned by: Alva Jaramilla 210C363AF50C4F5...
REAL ESTATE AND CONSTRUCTION SERVICES

Date 7/18/2025 | 7:26:28 AM CDT

TENANT:
DEPARTMENT OF HEALTH

By Signed by: Kevin Umidon 7F7CBEDDD8634BF...

Title Director, Facilities Management

Date 7/18/2025 | 7:11:26 AM CDT

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By Signed by: Stephen Hammes 84D00A5C78344F8...

Title Business Operations Manager

Date 5/22/2025

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

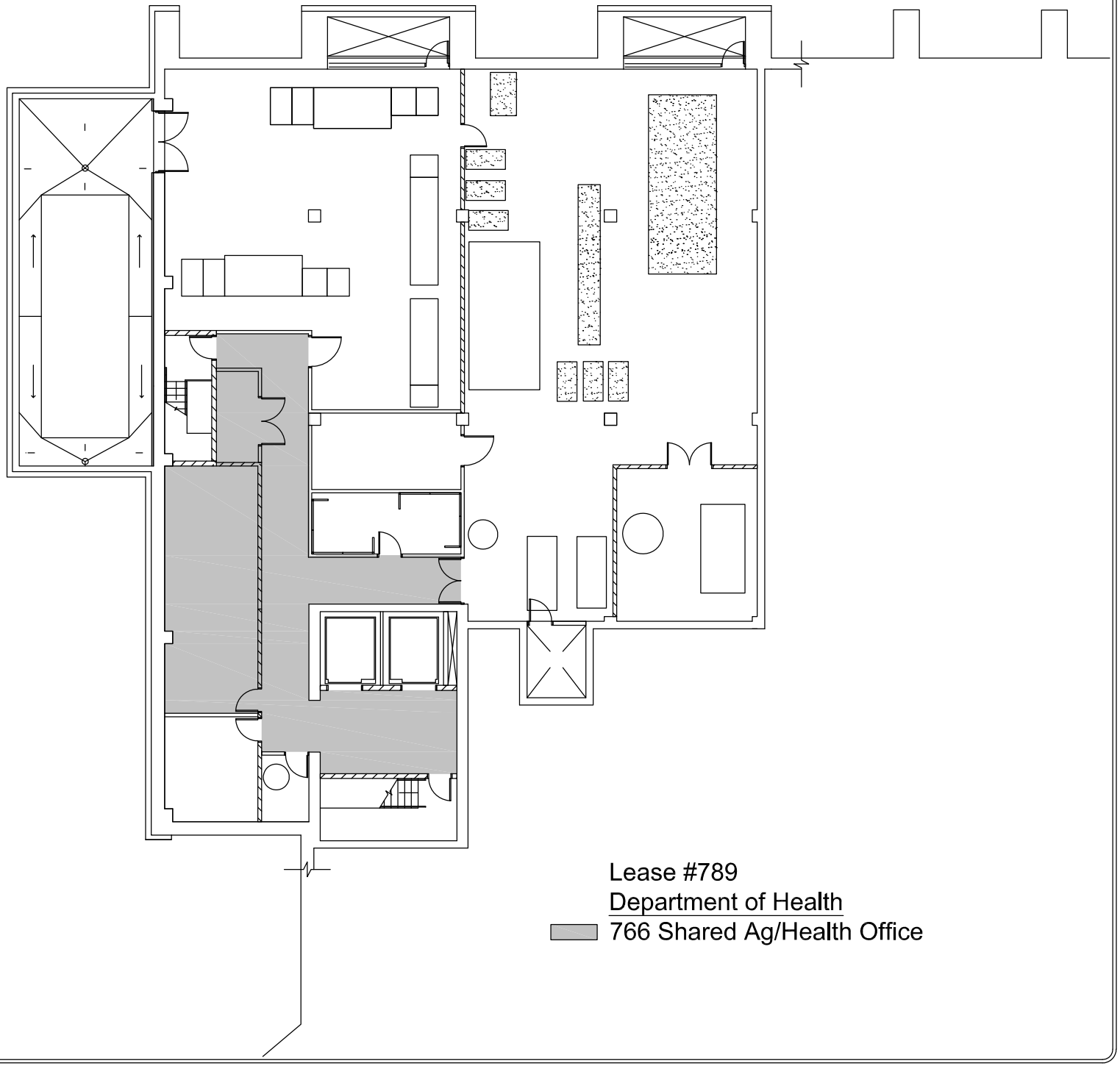
By Christina Mish Digitally signed by Christina Mish Date: 2025.07.16 09:52:23 -05'00'

Date 7/16/2025

Contract No. 273369/3000124740/REQ 2668

Docusign Envelope ID: 84904C43-2095-4080-9572-A59CBA492D95

# EXHIBIT A



Lease #789
Department of Health
766 Shared Ag/Health Office

State of Minnesota
Department of Administration
Real Estate and Construction Services

State Lab Building
310271

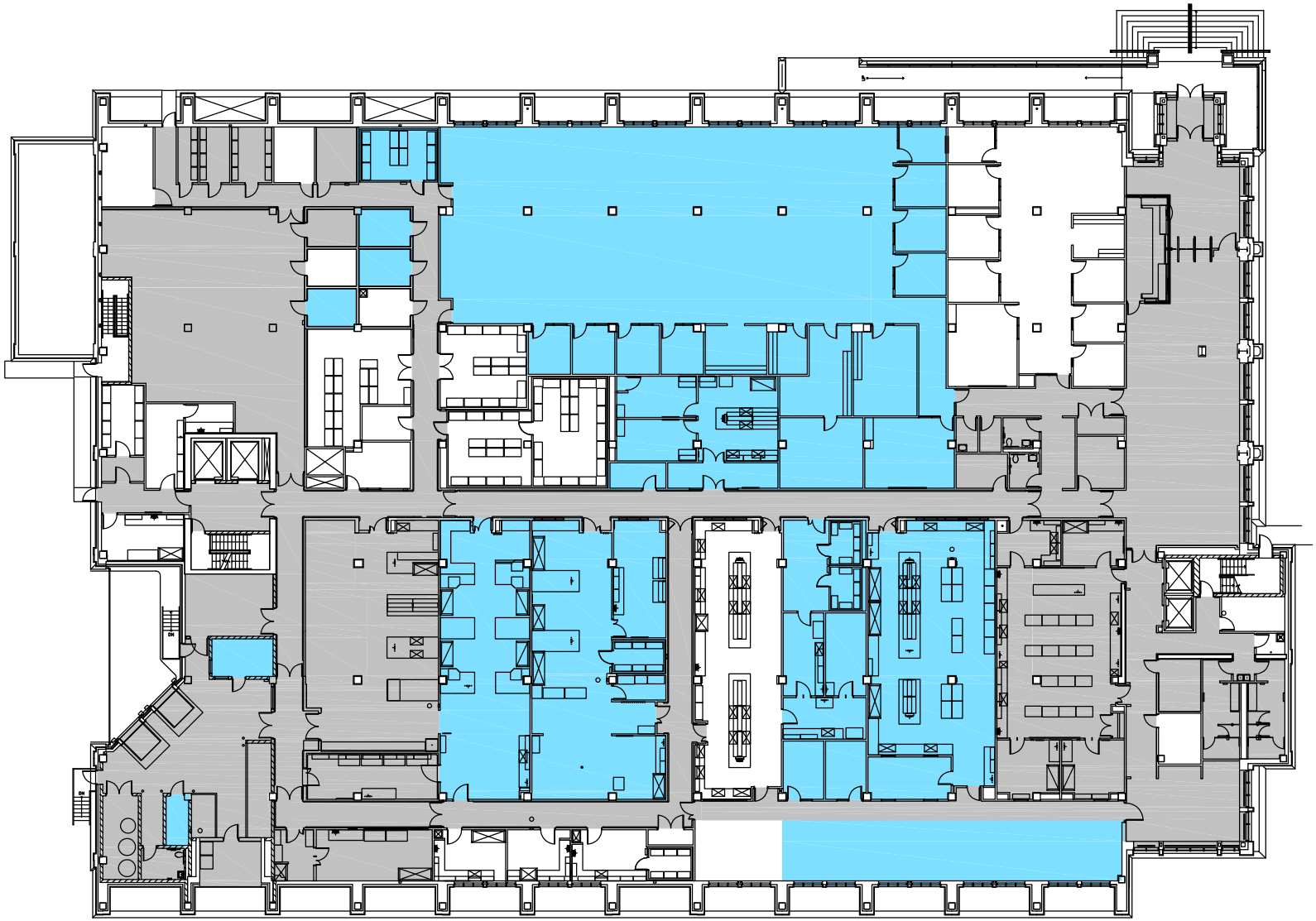
Notes / Remarks
FY26-FY27 Lease Renewal 7/9/24

Basement
G0231027162-LL

Drawn By: S. Jarvi
Checked By:
Approved By:

Docusign Envelope ID: 84904C43-2095-4080-9572-A59CBA492D95

# EXHIBIT A



Lease #789
Department of Health
17,576 Sq. Ft. Office
11,850 Shared Ag/Health Office
29,426 Total Sq. Ft. Office

State of Minnesota
Department of Administration
Real Estate and Construction Services

State Lab Building
310271

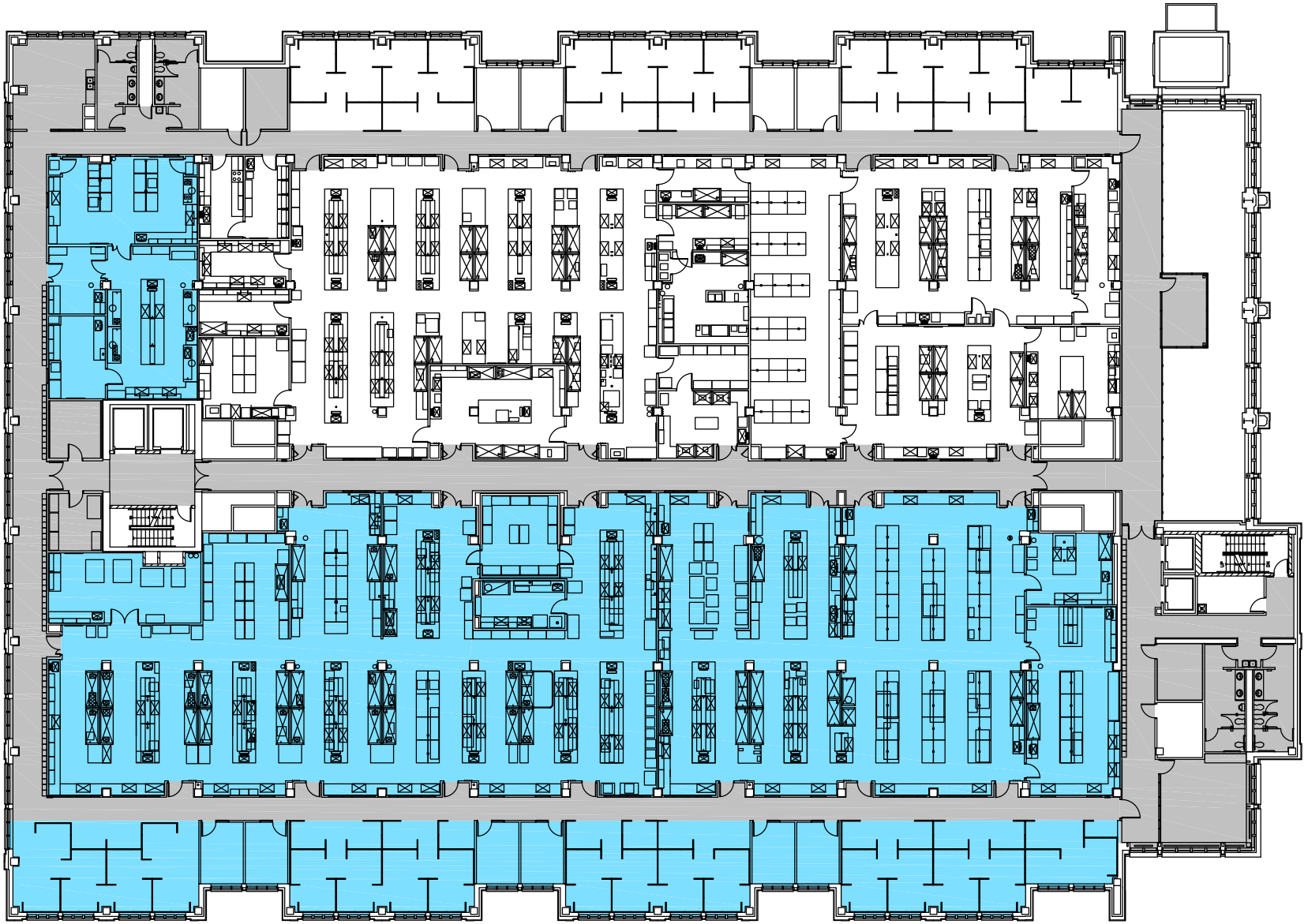
Notes / Remarks
FY26-FY27 Lease Renewal 7/9/24

First Floor
G0231027162-01

Drawn By: S. Jarvi
Checked By:
Approved By:

Docusign Envelope ID: 84904C43-2095-4080-9572-A59CBA492D95

# EXHIBIT A



Lease #789
Department of Health
20,267 Sq. Ft. Office
5,930 Shared Ag/Health Office
26,197 Total Sq. Ft. Office

State of Minnesota
Department of Administration
Real Estate and Construction Services

State Lab Building
310271

Notes / Remarks
FY26-FY27 Lease Renewal 7/9/24

Second Floor
G0231027162-02

Drawn By: S. Jarvi
Checked By: C. Bergstrom
Approved By:

Docusign Envelope ID: 84904C43-2095-4080-9572-A59CBA492D95

# EXHIBIT A

Lease #789
Department of Health
19,985 Sq. Ft. Office
7,696 Shared Ag/Health Office
27,681 Total Sq. Ft. Office

State of Minnesota
Department of Administration
Real Estate and Construction Services

State Lab Building
310271

Notes / Remarks
FY26-FY27 Lease Renewal 7/9/24

Third Floor
G0231027162-03

Drawn By: S. Jarvi
Checked By:
Approved By:

Docusign Envelope ID: 84904C43-2095-4080-9572-A59CBA492D95

## I. Duties of Landlord

**A.** The Department of Administration, Facilities Management Division (hereinafter referred to as LANDLORD) shall be responsible for delivery of consistent, quality services to ensure clean, safe, and environmentally sound buildings, grounds, and operations by providing the following services:

**1.** **Building Management Services** LANDLORD shall designate a Building Manager to oversee all LANDLORD responsibilities as outlined in this agreement. The Building Manager shall be the contact person for all building-related work and concerns. TENANT should contact LANDLORD's Service Line or check the website: www.mn.gov/admin/government/buildings-grounds for more information. Terms and conditions in items b-f below apply only when specific funds have not been appropriated for this purpose.

**a.** **Construction, Remodeling and Renovation Work** LANDLORD shall inform TENANT in advance and in writing, of construction, remodeling, or renovation work.

**b.** **Carpet Replacement** LANDLORD shall repair or replace worn or damaged carpet according to funding availability, age, and condition of the carpet and/or other building priorities. Carpet deemed unsafe by LANDLORD shall be repaired or replaced. The carpet is expected to have a minimum life cycle of fifteen years. The quality of carpet to be installed will be determined by LANDLORD. Selection by TENANT shall be made from LANDLORD sample selections. If TENANT desires carpet and LANDLORD does not have funding available, TENANT has the option of funding the purchase. LANDLORD will contract, install, and invoice TENANT. Colors and quality selection must be approved in advance and in writing by LANDLORD to ensure durability, maintainability, and consistency.

**c.** **Interior Decoration** LANDLORD shall paint all interior walls showing wear or damage according to funding availability, age, and condition of the paint and/or other building priorities. LANDLORD financial obligation shall not exceed state contract amount. Painting is expected to have a minimum useful life of twelve years under normal use and periodic touchups. Selection shall be made by TENANT from LANDLORD sample selections. If TENANT desires a different type of wall treatment, including wallpaper, textured walls, paint color that are not on LANDLORD'S standard palette, or higher quality material, LANDLORD will contract and invoice TENANT. LANDLORD shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability, design integrity, and uniformity.

**d.** **Window Treatments** LANDLORD shall repair or replace building exterior envelope window treatments that are damaged or discolored according to funding availability, age, and condition of the window treatments and other building priorities. Window treatments are expected to have a minimum useful life of twenty years. The determination to repair or replace is to be made at the discretion of LANDLORD. Exterior envelope window treatments will be selected from the State Contract. If TENANT chooses to select a different exterior envelope window treatment that is not

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under State Contract, TENANT shall pay the portion above the State Contract rate. If TENANT desires a different type of window treatment and is willing to fund the difference, LANDLORD will contract and invoice the TENANT. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability, and consistency. Replacement of any interior window treatments will be the responsibility of TENANT and any related costs shall be borne by TENANT.

e. **Ceiling Tiles** LANDLORD shall replace damaged or stained ceiling tiles, determined at discretion of LANDLORD.

f. **Leased Premises** To make space suitable for new tenants, LANDLORD shall provide the treatments and finishes outlined above dependent upon available funding. LANDLORD shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LANDLORD. LANDLORD shall not fund accommodations or changes to leased premises in order to meet specialized needs, program requirements of TENANT, or ADA accommodations.

g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LANDLORD shall provide maintenance engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LANDLORD-owned.

h. **Grounds Maintenance Services** LANDLORD shall maintain all entrances, sidewalks, and grounds on an as needed schedule to ensure safe entry and egress. This shall include exterior maintenance of turf, shrubs, trees, and plants as well as cleaning and removal of debris. Every reasonable effort will be made to ensure snow and ice is cleared before and during building operating hours.

i. **Integrated Pest Management Services** LANDLORD shall provide an integrated pest management program for control of rodents and insects within the building.

j. **Keys and Locks** LANDLORD shall provide two keys for each door with lock hardware within the Leased Premises. Additional keys will be furnished by LANDLORD upon a signed request by TENANT and at TENANT'S expense. TENANT shall not duplicate keys at any time. Locking hardware can only be altered, added, and or rekeyed by LANDLORD. LANDLORD may perform security audit of each key and key holder every two (2) years. If TENANT loses or misplaces any key(s) to the Building, LANDLORD shall, in LANDLORD'S sole discretion, either replace said key(s) or re-key such locks as may be affected, and TENANT shall reimburse LANDLORD for all such costs for re-keying and/or replacement.

k. **Security Devices** In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain building perimeter and lobby security devices which includes card readers, turn styles, cameras, and structural components of built-in security stations integral to the building. In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain emergency call stations at exterior locations and in the tunnel systems. LANDLORD will take custody and maintain card readers installed by the TENANT in TENANT spaces.

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l. **Signage** LANDLORD shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LANDLORD's discretion after consulting with TENANT.

m. **Communication** LANDLORD shall coordinate with TENANT's key contact(s) regarding all Facilities Management work scheduled in a building which could affect building operations. LANDLORD shall provide written notice in advance of these events and TENANT shall forward communication to tenants as appropriate. Reasonable coordination efforts shall be made by LANDLORD with TENANT's key contact(s) to prevent scheduling conflicts prior to posting bulletins and the commencement of work.

n. **Insurance** LANDLORD insures the building structure only. Insuring contents is the responsibility of TENANT.

o. **Fire Detection, Alarm, and Suppression Systems** LANDLORD shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements. Specialized fire and alarm detection systems are the responsibility of the TENANT.

p. **Access to LANDLORD space** LANDLORD shall lock and secure all LANDLORD's electrical closets, rooms and vaults, janitorial/maintenance closets, and mechanical rooms.

q. **Solid Waste** LANDLORD shall remove solid waste from buildings daily.

2. **Utility Services**

a. **Heating, Ventilation, and Air Conditioning** LANDLORD will maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions. For purposes hereof, the acceptable ranges of temperature are as follows:

(i) From October 1 through April 30, between 70°F and 74°F. Temperature settings will be lowered to 60°F to 62°F during periods outside of building operating hours.

(ii) From May 1 through September 30, between 72°F and 76°F. Temperature settings will be increased to 85°F during periods outside of building operating hours.

(iii) Unless established to the contrary through a written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating and cooling areas with TENANT-owned equipment or TENANT needs for extended hours of operation.

(iv) LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.)

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Standard 62.1- 2022. All supply air shall be filtered in accordance with ASHRAE Standard 52.2- 2017 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LANDLORD as required by the application and the needs of the system. Unless established to the contrary in writing, in advance, air-handling systems will operate as required to maintain occupied space temperatures between building operating hours, Monday through Friday, excluding State holidays or deemed necessary by LANDLORD.

**b. Water/Sewage** LANDLORD shall provide the Leased Premises with adequate domestic water and sewage facilities sufficient to serve its design population capacity.

**c. Electrical**

(i) LANDLORD shall provide the Leased Premises with electrical infrastructure for it's design population capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LANDLORD. Tenant-owned equipment, purchased and installed by TENANT, or purchased and installed on behalf of TENANT through a major construction or renovation project and/or TENANT's need for extended hours of operation which requires specialized electrical operation, are considered a special program need and shall be the direct responsibility of TENANT at TENANT's cost. All TENANT equipment installation must be approved in advance and in writing by LANDLORD in accordance with the provisions of this lease. TENANT shall be billed by LANDLORD on a fee-for-service bases based on actual electrical usage for the extended hours of operation or specialized use.

(ii) LANDLORD shall provide electric power for TENANT. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LANDLORD cannot guarantee continuous availability. If TENANT has a need for continuous, uninterruptible, or specific power quality needs, it shall be TENANT's responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LANDLORD.

(iii) The LANDLORD is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable, and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled as necessary. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT, the LANDLORD will schedule work during 'off hours', nights, and weekends to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency, the LANDLORD reserves the right to interrupt electrical services as required during building operating hours.

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(iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

**3. Reduction, Ruse, Recycling, and Sustainability**

a. Pursuant to Minnesota Statutes, Section 16B.24, subdivision 6 (d), LANDLORD shall provide space for common recycling materials.

b. LANDLORD will provide common area recycle, compost, and trash containers.

c. LANDLORD shall provide general recycling services limited to the collection of common area recycling containers. LANDLORD will transport TENANT provided collection containers from the Leased Premises to a holding area. LANDLORD shall return container to the common recycling areas in the Leased Premises.

d. LANDLORD is not responsible for recycling of confidential TENANT materials.

**4. Janitorial Services** The following janitorial services shall be provided by LANDLORD:

**a. Office Cleaning**

| | |
|---|---|
| Daily: | Empty common area recycle receptacles; replace liners.<br>Vacuum accessible carpeted main traffic aisles.<br>Pick up litter in remainder of other carpeted areas.<br>Spot clean carpeting.<br>Spot clean partitions/door glass. |
| Weekly: | Vacuum all carpeted areas.<br>Dust mop hard surface main traffic aisles.<br><br>Dust mop hard surface areas.<br>Wet mop hard surface areas.<br>Detail/dust areas below 6 feet. |
| Monthly: | Spot clean walls and doors. |
| Semi-Annual: | Dust door frames.<br>Dust accessible exterior window blinds, where applicable.<br>Clean ceiling vents (up to 10 feet).<br>Clean carpeted traffic aisles. |
| Annually: | Clean carpet. May be extraction, tip clean or rotary shampoo. |
| Upon Request: | Dust exposed areas on desks/credenzas/work surfaces. |

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NOTE: Detail dusting in an office setting shall be done only in accessible areas if it can be done without the risk of damage to property. LANDLORD shall not move items to dust. LANDLORD shall empty only waste receptacles and items in common areas that are clearly marked 'trash'.

**b. Lobby/Entrance Cleaning**

| | |
|---|---|
| Daily: | Empty/spot clean common area recycle receptacles.<br>Sweep hard surface floors.<br>Wet mop hard surface floors.<br>Clean walk-off mats.<br>Clean door glass; spot clean adjacent glass.<br>Vacuum carpet.<br>Clean entire interior and exterior of elevators.<br>Sweep/vacuum/wet mop non-enclosed stairways.<br>Check/spot clean directories. |
| Weekly: | Detail/dust areas below 6 feet.<br>Spot clean plate glass windows.<br>Clean and/or polish stairway handrails.<br>Clean thresholds.<br>Check/arrange and spot clean public area furniture.<br>Clean kick plates, push plates, and door frames.<br>Spot clean walls. |
| As Needed: | Scrub and coat hard surface floors.<br>Strip, seal and finish hard surface floors.<br>Buff/burnish accessible hard surface floors.<br>Spot clean carpet. |

**c. Hard surface Floor Care- Common Areas**

| | |
|---|---|
| Daily: | Dust mop wall to wall.<br>Spot mop spills/splashes. |
| Weekly: | Wet mop/auto scrub floor surfaces.<br>Buff/burnish floors. |
| As Needed: | Heavy scrub and recoat floor finish.<br>Strip, seal and finish hard surface floors. |

**d. Hard Surface Floor Care-Work Areas**

| | |
|---|---|
| Daily: | Dust accessible areas.<br>Wet mop other areas. |
| Weekly: | Dust mop wall to wall. |

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Wet mop/auto scrub wall to wall.
Buff/burnish accessible floor areas.

As Needed: Heavy scrub and recoat floors.
Strip, seal, and finish.

**e. Restroom Cleaning**

Daily: Check and resupply all dispensers as needed.
Clean mirrors.
Clean soap, towel, and sanitary dispensers and hand dryers.
Empty trash and organics containers, including sanitary disposal units; clean receptacles.
Clean and sanitize toilets, urinals, sinks, and countertops.
Clean stainless steel and chrome.
Spot clean doors, both sides.
Spot clean walls with special emphasis around dispensers, sinks, toilets, and urinals.
Wet mop floor with sanitizing solution.

Monthly: Machine scrub floors.
Sanitize waste receptacles.

Semi-Annual: Wall to wall deep clean cycling, including all walls, partitions, fixtures, and floors.

**f. Shower room/stall cleaning**

Daily: Clean and sanitize if used.
Remove debris on finishes and fixtures.

Weekly: Power wash shower room walls and floors with disinfectant cleaner.
Clean and disinfect all shower room fixtures.

As Needed: Replace shower curtain.

**g. Miscellaneous**

Daily: Sanitize drinking fountains.
Spot clean interior stairwells.
Remove unapproved or outdated posters/bulletins.

Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.

As Needed: Wet mop hard surface stairwell risers and landings.
Clean ceiling light diffusers and exhaust fans in elevator cars.
Clean janitorial closets.

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Dust stairwell railings.
Vacuum upholstered furniture upon request and based on staff availability.

**B.** The Department of Administration, Real Estate and Construction Services (RECS) shall be responsible for:

1. Allocation and inventory of state-owned space under the custodial control of the Facilities Management Division.

2. Preparation and processing of lease documents.

## II. DUTIES OF TENANT

**A. Transferability** TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

**B. Designated Staff Person** TENANT will designate at least one (1) key contact person who shall be responsible for coordinating building related questions, concerns, and general communications with LANDLORD's Building Manager. This will include but not be limited to building surveys, LANDLORD initiated building postings, construction/renovation projects, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least one (1) key contact person who shall be responsible and can be contacted by LANDLORD or Capitol Security after normal business hours in the event of an emergency.

**C. Reduction, Reuse, Recycling, and Sustainability**

TENANT agrees to:

1. Ensure TENANT's employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the TENANT.

2. Arrange and pay for recycling of confidential materials.

3. Ensure recyclables do not contain contaminating materials.

4. Use recycling containers and equipment only for designated recycling purposes.

5. Direct general waste and recycling questions to LANDLORD's Building Manager or designee.

6. Transfer recycling materials from desk side containers to common area collection containers.

7. Provide a designated Champion for recycling communications and compliance.

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8. TENANT shall notify LANDLORD when they use a vendor other than the LANDLORD'S recycling contractor.

**D. Hazardous Waste**

1. If TENANT is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045, and 7046, and/or any local jurisdictions hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LANDLORD with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. TENANT shall also provide LANDLORD with a copy of its annual Hazardous Waste Report each year thereafter.

2. In the event TENANT vacates Leased Premises, TENANT shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by TENANT to LANDLORD no later than thirty (30) days from the date TENANT vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by TENANT at TENANT's expense.

**E. Electronic Devices and Furniture** TENANT is responsible for TENANT's owned electronic equipment, appliances, and office furniture, recycling or disposal. Disposal of these items is at TENANT's expense. TENANT shall report the cumulative weight of electronics that are recycled each calendar year to the LANDLORD by the 15th of January the subsequent calendar year for which the recycling took place.

**F. Waste Prevention, Energy, Conservation, and Use of Utility Services**__Heating, ventilation and air conditioning, electrical, water and sewage.

1. TENANT agrees to conserve energy and natural resources by turning off lights, appliances and office electronics when not in use. LANDLORD may provide TENANT with instructions defining optimal use.

2. TENANT shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems, or major appliances if determined by LANDLORD to be beyond those provided for in this agreement, either during or outside normal building operating hours.

TENANT shall promptly reimburse LANDLORD upon receipt of invoice for utility services.

3. TENANT will ensure optimal use of all thermostats and other climate control devices such as the opening or closing of blinds, doors, and vents, within the Leased Premises. LANDLORD may provide TENANT with written instructions defining said optimal use.

4. If TENANT has TENANT-owned equipment or TENANT requires additional heating or cooling

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beyond the established hours of operation or for a normal office environment setting use, TENANT will request in writing to LANDLORD. If LANDLORD approves, the cost for the additional hours of operation or specialized use shall be the responsibility of TENANT. TENANT will be billed by LANDLORD for the extended hours of operation.

5. TENANT will provide reasonable accommodations for LANDLORD to perform scheduled after hour utility outages and building maintenance.

**G. Use of Leased Premises**

1. TENANT agrees not to use the Leased Premises in any way which, in the judgment and discretion of LANDLORD, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall TENANT use the Leased Premises to cause damage, annoyance, nuisance, or inconvenience to other building occupants. Open flames, including candles are prohibited.

2. TENANT agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by TENANT, TENANT shall contact LANDLORD's Service Line to request access.

3. TENANT agrees to consider all common areas in the building not located within the Leased Premises including entrances and lobbies, as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Administrative Rules Chapter 1235, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by TENANT, TENANT's staff or private vendor(s) for solicitation or sales. Contact LANDLORD's Service Line for more information regarding special events and rules governing them.

4. TENANT agrees that conference rooms not leased as part of the Leased Premises are under the control of LANDLORD, as public, common spaces. Such public conference rooms shall not be used by TENANT, TENANT's staff or private vendor(s) for solicitation or sales.

5. TENANT agrees to receive all goods delivered to the building related to TENANT or Leased Premises at the loading dock and promptly transporting to owned leased space. TENANT shall be responsible for the safe-guarding and security of these delivered goods. TENANT agrees that, at no time, shall LANDLORD be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.

6. TENANT agrees to maintain the Leased Premises in a reasonable safe, clean and sanitary condition in compliance of all applicable codes.

7. TENANT agrees to observe reasonable precautions to prevent pest problems and to optimally cooperate with FMD in their pest management program for control of rodents and insects. To aide with pest management, TENANT shall keep all food items in sealed containers.

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8. TENANT to ensure all doors and windows remain closed when not in use in order to ensure a balanced HVAC system, reduce dust and pollen in the building and to prevent birds, squirrels, and other pests from entering.

9. TENANT is responsible for all interior ADA accommodations, including installation of automatic door openers. After initial installation, LANDLORD will be responsible for ongoing repair, replacement, and maintenance of automatic door openers

10. TENANT must allow LANDLORD access to all spaces in the event of an emergency.

**H. Equipment Repair/Replacement**

1. TENANT-owned program equipment purchased and installed by TENANT or purchased and installed on behalf of TENANT through a major construction or renovation project that is related to TENANT's programs or operation shall be the responsibility of TENANT to operate, maintain, repair, replace and remove. Any structural or other damage to the Leased Premises resulting from TENANT's equipment shall be remedied by TENANT at TENANT's expense. At the discretion of LANDLORD, any of TENANT equipment shall be removed at the time TENANT vacates the Leased Premises and the Leased Premises shall be returned to its original condition at TENANT's expense. LANDLORD may, at its discretion, following the execution of a written agreement, be contracted to maintain, service, repair and replace such TENANT's equipment at TENANT's cost on a fee-for-service basis through LANDLORD's Repair and Other Jobs activity.

2. Specialized fire suppression, fire detection, and alarm systems supporting TENANT-owned equipment shall be the responsibility of TENANT to maintain, repair, replace and inspect per local jurisdiction requirements. TENANT may contract with LANDLORD for maintenance, repair and inspection services of TENANT's equipment at TENANT's cost on a fee for services basis through LANDLORD's Repair and Other Jobs activity. If TENANT chooses to contract separately, TENANT must provide inspection report to LANDLORD. Record of deficiency corrections must also be provided to LANDLORD, when applicable.

3. TENANT shall ensure that equipment owned by TENANT such as Liebert's, dry coolers, etc., is properly installed and maintained to ensure maximum efficiency.

**I. Keys and Locks** Additional keys needed by TENANT beyond those provided by LANDLORD shall be obtained from LANDLORD on a fee-for-service basis through LANDLORD's Repair and Other Jobs activity. TENANT must keep a current log of each key and holder for security purposes. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease. In the case all keys are not returned, TENANT will be responsible for reimbursing LANDLORD the cost for keys and locks rekeying services. Cores belonging to lost keys shall be replaced by LANDLORD at TENANT expense. If TENANT loses or misplaces any key(s) to the building and LANDLORD determines replacement and/or re-keying is necessary, TENANT shall reimburse LANDLORD for all such costs for re-keying or replacement.

**J. Security Devices** TENANT shall be responsible for installing all non-perimeter security devices or sensors in the Leased Premises including duress devices, emergency call boxes, access control devices, and cameras. After the initial installation, LANDLORD will take custody of card readers and be responsible for ongoing maintenance, repairs, and replacement. TENANT will retain

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ownership and responsibility for ongoing maintenance, repairs, and replacement for all other devices.

**K. Signage**

1. Identification of space within Leased Premises is the responsibility of the TENANT.

2. TENANT shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the building, through the windows or visible from the halls or other common areas of the building, unless prior written approval for the signs has been secured from the LANDLORD.

**L. Building Management Services** TENANT will pay all invoices when previously agreed in accordance with DUTIES OF LANDLORD, A.1. Building Management Services as it pertains to carpet, interior decoration, and window treatments.

**M. Communication**

1. TENANT shall submit TENANT initiated building postings to LANDLORD's Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.

2. TENANT shall forward LANDLORD's communication to TENANT agency team members as requested by LANDLORD.

**N. Modifications to Leased Premises**

1. TENANT shall contact LANDLORD to initiate any work that will affect the physical and/or operational characteristics, including modular furniture and equipment of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, security systems, as well as modular furniture and communications/data cabling installations. Detailed plans for all such work shall be developed and approved by LANDLORD. Implementation of the work shall be performed either by:

   a. Licensed contractor, as authorized by LANDLORD, under contract with the LANDLORD.

   b. Licensed contractor, as authorized by LANDLORD, under contract with TENANT. Such contracts must be approved by LANDLORD prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.

2. At the time TENANT vacates the Leased Premises, TENANT shall, at LANDLORD's option, be responsible for restoration of the Leased Premises which have been modified by the TENANT since July 1, 2009. The Leased Premises shall be returned to its original condition by LANDLORD at TENANT's expense.

**O. Personal Property** UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in common areas as designated by LANDLORD. Personal items such as space heaters, humidifiers, bicycles, scooters or Segways are not allowed inside the buildings or tunnels.

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**P. Content Liability and Insurance** TENANT is liable for damage to TENANT property including but not limited to, natural disasters, protests, fire, and damage from building system failures. TENANT is responsible to obtain Content Insurance at their discretion.

**Q. Plants** TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages or air quality issues because of plants**.**

**R. Emergencies**

1. TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.

2. In accordance with M.S.16B.04 subdivision 2 (4) and 2 (5) and M.S.16B.24 subdivision1 and in the event of a LANDLORD declared emergency, TENANT hereby agrees that any vacant office or meeting spaces within its Leased Premises may be temporarily reassigned to other agencies until the emergency is declared satisfied by the Commissioner of Administration. Lease billing adjustments for the temporarily reassigned space will be made accordingly by the LANDLORD.

**S. Animals** Animals are not allowed inside LANDLORD managed facilities, except when approved as an ADA accommodation as outlined in Section II.T

**T. ADA Accommodations** Animals, equipment, and materials that are necessary to provide reasonable accommodations must be approved by TENANT agency's Human Resources Office or other office having the authority for this responsibility. Any ADA accommodation that involves modification to the Leased premises or that would violate compliance of applicable building or safety codes must be approved by LANDLORD. TENANT is responsible for all interior ADA accommodations, including installation of automatic door openers. After initial installation, LANDLORD will take custody of automatic door openers and be responsible for ongoing maintenance, repairs, and replacement. TENANT will retain ownership and responsibility for ongoing maintenance, repairs, and replacement of all other devices.

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EXHIBIT C

# FY 2026-2027 Agency Equipment Ownership

The following list refers to equipment located in the MDA/MDH Laboratory, 601 North Robert Street, St. Paul, MN. Responsibility for the maintenance, repair, or replacement of the equipment lies with the Minnesota Department of Agriculture and the Minnesota Department of Health.

- All HEPA filter units including BSL3-E
- Specific processed chilled water system equipment including three Liebert units in the Computer Room and fan coil units in L103, L323, L329, and L384
- DI, RO, and Polisher water treatment systems including de-alkalizer tanks
- Gas supply from the tanks up to and including the manifold
- Vacuum Pump Package
- Lab Processed Clean Compressed Air Systems including two air compressors and two air dryers
- Sterilizers
- Autoclaves
- Steam baths
- Snorkels
- Case Work
- BSL3-E Decontamination Systems including surge tanks, cooking tank, cooling tank, Double HEPA Bio Vent System, and controls for associated systems
- Fume hoods
- Bio Safety Cabinets
- Sashes
- Baffles
- Acid Neutralization Systems tank recharging Refrigerators
- Freezers
- Walk in coolers
- Dishwashers
- Incubators
- Growth Chambers
- Environmental Rooms
- Temperature Controlled Rooms

Notes:
Equipment not listed above will be reviewed on a case-by-case basis regarding ownership.

TENANT will assume full responsibility for the Acid Neutralization System and the Solid Waste Interceptor if and when the Solid Waste Interceptor is isolated.

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# STATE OF MINNESOTA
# INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Health (MDH) and Minnesota Department of Public Safety (DPS), Bureau of Criminal Apprehension (BCA).

**WHEREAS**, MDH and BCA are empowered to enter into interagency agreement pursuant to Minnesota Statutes section 471.59, subdivision 10; and

**WHEREAS**, MDH is empowered to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness, disease, injury and violence pursuant to Minnesota Statutes, section 144.05, subdivision 1(b); and

**WHEREAS**, pursuant to Minnesota Statutes, section 144.0742, MDH is empowered to enter into contracts with any private or public entity for the provision of statutory prescribed public health services; and

**WHEREAS**, pursuant to Minnesota Statutes, section 144.074, MDH may receive and accept money from any source, including other agencies, for any public health purpose within the scope of MDH's statutory authority; and

**WHEREAS,** MDH is receiving federal funds from the U.S. Department of Justice, Office of Justice Programs to intervene with and prevent the sex and labor trafficking of children and youth in Minnesota, Grant Award (NGA) number is 15POVC-22-GG-01575-MUMU; CFDA number 16.320 to support the sex and labor trafficking prevention program in Minnesota; and

**WHEREAS,** BCA is the lead law enforcement agency for crime analysis in Minnesota and provides statewide technical support for community and tribal law enforcement agencies; and

**WHEREAS,** the BCA provides investigative and specialized law enforcement services to prevent and solve crimes in partnership with law enforcement, public safety and criminal justice agencies and whose services include criminal justice training and development, forensic laboratory analysis, criminal histories and investigations; and

**WHEREAS,** the BCA partners with state and local criminal justice agencies on investigations, Amber Alerts, Crime Alerts and criminal justice data integration, and whose efforts to improve public safety are also furthered through relationships with federal programs like the Federal Bureau of Investigation (FBI), the National Center for Missing & Exploited Children, the Drug Abuse Resistance Education (D.A.R.E.) Program and more; and

**WHEREAS,** MDH has skills and technical resource to develop the statewide Safe Harbor model in community settings and to provide, in partnership with the BCA, develop a law enforcement specific labor trafficking protocol; and

**WHEREAS,** BCA is the only state agency that has a statewide, law enforcement, human trafficking task force to investigate human trafficking cases they can improvement outcomes for child and youth victims of human trafficking through providing a victim advocate with a trauma informed approach;

**NOW, THEREFORE**, the parties have entered into the following:

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## Agreement

**1 Term of Agreement**

1.1 ***Effective date*:** March 1, 2023, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 ***Expiration date*:** September 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

See Exhibit A: BCA Work Plan, which is attached and incorporated into this agreement.

**3 Consideration and Payment**

According to the breakdown of costs contained in Exhibit B: BCA Budget Summary, which is attached and incorporated into this agreement.

The total obligation of MDH for all compensation and reimbursements to DPS under this agreement will not exceed $294,250.00. MDH will promptly pay DPS for services performed within 30 days of receipt of invoices submitted by DPS. The invoices will be submitted according to the following schedule: Payment to be requested by invoice based on actual hours of service performed in the previous months, with cumulative payments not to exceed total agreed amount listed above.

**4 Conditions of Payment**

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

**5 Authorized Representative**

MDH's Authorized Representative is Amanda Colegrove, Safe Harbor Expansion Coordinator, PO Box 64882, Saint Paul, MN 55164-0882, 651-201-5419, or his/her successor.

BCA's Authorized Representative is BobbiJo Pazdernik, Senior Special Agent, 1430 Maryland Ave East, Saint Paul, MN 55106, 651-793-1040, or his/her successor.

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**[Remainder of this page intentionally left blank.]**

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

Signed: Sarah Martin Digitally signed by Sarah Martin Date: 2023.04.04 09:58:52 -05'00'

Date: 4/4/2023

227058_3000101871_REQ 7676

**2. MINNESOTA DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

DocuSigned by:
8B8C4954CC3A40A...

By: _____
(With delegated authority)

Title: Deputy Superintendent

Date: 4/5/2023 | 12:57:11 PM PDT

**3. MINNESOTA DEPARTMENT OF HEALTH**

DocuSigned by:
Martina L Cameron
B9061C6F0BF5405...

By: _____
(with delegated authority)

Title: Finance Director

Date: 4/6/2023 | 8:34:20 AM CDT

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# Exhibit A: DPS Work Plan

| **AGENCY: Department of Public Safety, Bureau of Criminal Apprehension** | | | | |
|---|---|---|---|---|
| **GOAL:** Create a Victim Relations Coordinator to support the Predatory Crimes Sections (PCS)/MN Human Trafficking Investigations | | | | |
| **Outcome Number:** 1- 10 human trafficking victims identified and supported | | **Outcome:** Victims have access to resources, MNHTI better coordinates with MDH Safe Harbor and Regional Navigators | | |
| **Data Source:** | | **Person Responsible:Assistant Special Agent in Charge Bobbi Jo Pazdernik** | | |
| **ACTIVITIES** Max. 50 words (resulting in outcome listed above) | **NUMBER OF PARTICIPANTS AND FREQUENCY OF ACTIVITY** | **TIMEFRAME** | **PARTY RESPONSIBLE** | **OUTPUT MEASURES** (How do you measure this outcome?) |
| The Victim Relations Coordinator position will provide support and advocacy to youth victim-survivors from PCS investigations, case management, and work in coordination with the MDH Safe Harbor Regional Navigator structure. | See below in Project Outcomes | March 1, 2023 – June 30, 2025 | ASAIC Bobbi Jo Pazdernik | Number of investigations supported. |
| **PROJECT OUTCOMES:** (maximum 50 words) The Victim Relations Coordinator (VRC) will support Predatory Crimes Section (PCS)/MN Human Trafficking Investigators by supporting victims throughout the investigative process. The VRC will work directly with both agents and victim-survivors throughout the investigative process. VRC will also coordinate with the MDH Regional Navigator Structure for resources throughout case management. VRC will attend PCS/MNHITF meetings. VRC will provide training and conduct community engagement when appropriate through PCS supervisor approval. VRC will seek to | | | | |

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# Exhibit A: DPS Work Plan

work with other important systems such as MDH, DHS, and medical services and take on roles of serving on Multiple Disciplinary Teams (MDT's) when appropriate.

.

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# Exhibit B: DPS Budget Summary

**( Total Funding Amount per Grant Application)**

| | |
|---|---|
| Agency: | Department of Public Safety – Bureau of Criminal Apprehension |
| Contact Person for further information: | Bobbi Jo Pazdernik |
| Phone: | 651-793-1040 |
| Email Address: | Bobbijo.pazdernik@state.mn.us |
| | |
| **Budget by Line Item** | **Total Dollars** |
| Salaries and Fringe<br>1 full-time victim advocate | $294,250.00 |
| **Subtotal** | $294,250.00 |
| Indirect Costs | |
| **TOTAL** | $294,250.00 |

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# State of Minnesota

# Interagency Agreement

SWIFT Contract Number: 227508

This Interagency Agreement ("Agreement") is between State of Minnesota, through its Commissioner of the Minnesota Departments of Health (MDH) and the Minnesota Department of Corrections (DOC).

**Recitals**

1. Whereas, MDH is empowered to enter into this agreement under Minn. Stat. §§ 15.061, 144.05 and 144.0742; and

2. Whereas, MDH and DOC have authority to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, Subdivisions 1(a), 1(b), 1(f), and Subdivision 2(3) to jointly exercise common powers and subdivision 10 to provide services to each other; and

3. Whereas, the vision of MDH is for health equity in Minnesota, where all communities thrive and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. The DOC agrees, where applicable, to perform its work with advancing health equity as a goal; and

4. Whereas, Minnesota, and the United States, are currently experiencing a preventable drug overdose epidemic; and

5. Whereas, the Prescription drug overdose issue in Minnesota is a public Health concern; and

6. Whereas, the MDH and DOC, in their joint prevention work, provide an opportunity to expand current opioid crisis planning efforts together. Especially important are the efforts to create formal and informal collaboration in the continuum of treatment resources and the integration of services at each point in the continuum from incarceration to re-entry in the community; and

7. Whereas, Minnesota Statutes Section 144.05, Subdivision 1(1) grants MDH the specific authority to conduct studies and investigations, including those for the purpose of reducing the morbidity or mortality from any cause or condition of health; collecting and analyzing public health data; identifying and describing health problems; and planning and coordinating programs and services affecting the public's health; and

8. Whereas, Minnesota Statutes Section 144.05, Subdivision 1(2), authorizes MDH to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness and disease and the limitation of disabilities resulting therefrom; and

9. Whereas, under Minnesota Statutes Section 144.05, Subdivision 1(6), MDH is responsible to coordinate and integrate local, state, and federal programs and services affecting the public's health; and

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10. Whereas, Minnesota Statutes Section 144.05, Subdivision 2(3), makes it part of MDH's statutory mission to coordinate MDH's activities, wherever appropriate, with the activities of other governmental agencies;

**Now therefore, it is agreed:**

**Agreement**

1. **Term of Agreement**

1.1 Effective date. April 17, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

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

2. **Scope of Work**

1. DOC will hire and embed a certified peer recovery support specialist as well as a certified peer recovery specialist supervisor to support implementation of peer recovery training with currently incarcerated individuals and release planning prior to re-entry. The goal is to hire and embed these two positions within six months of this agreement being fully executed.

2. The certified peer recovery support specialist will provide wrap around supports to currently incarcerated individuals in preparation for release including connecting individuals with community resources, e.g., housing, recovery meetings, and peer recovery specialists working in the community.

3. The certified peer recovery specialist supervisor will organize peer recovery trainings, manage finances and invoicing, and coordinate with Minnesota Recovery Connection (MRC) and recovery community organizations (RCO) across the state to develop referral protocols and processes.

3. **Consideration and Payment**

The MDH will reimburse for two FTE positions for each year as stated below; invoices must be submitted monthly and contain appropriate documentation supporting the salary expenditures.

- Certified Peer Recovery Supervisor: $120,000.00/year
- Certified Peer Recovery Specialist: $90,000.00/year

Year 1: Date of execution to September 30, 2023 (invoices due by the 15th of the following month)
Year 2: October 1, 2023 to September 30, 2024 (invoices due by the 15th of the following month)
Year 3: October 1, 2024 to September 30, 2025 (invoices due by the 15th of the following month)

The total obligation of MDH for all compensation and reimbursements to DOC under this Agreement will not exceed $630,000.

4. **Conditions of Payment**

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

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5. **Authorized Representative**

MDH's Authorized Representative is Pearl Evans, Overdose Prevention Coordinator, 85 E. 7th Place, PO Box 64882, Saint Paul, MN 55164, 651-201-5274, pearl.evans@state.mn.us , or her successor or delegate.

DOC's Authorized Representative is Michelle Smith, 1450 Energy Park Drive, Suite 200, Saint Paul, MN 55108, 651-361-7217, michelle.smith@state.mn.us , or her successor or delegate.

6. **Amendments**

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

7. **Liability**

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

8. **Termination**

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

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

Print Name: Sarah Martin

Signature: Sarah Martin Digitally signed by Sarah Martin Date: 2023.04.12 07:23:19 -05'00'

Title: Accounting Officer Date: 4/12/2023

SWIFT Contract No. 227508_REQ 7937

**2. MN Department of Corrections**
*With delegated authority*

Print Name: Paul Schnell
DocuSigned by:

Signature: Paul Schnell
10BCAE2272D1476...

Title: Commissioner Date: 4/12/2023 | 11:09:07 AM PDT

**3. MN Department of Health**
*With delegated authority*

Print Name: Martina L Cameron
DocuSigned by:

Signature: Martina L Cameron
B9061C6F0BF5405...

Title: Finance Director Date: 4/13/2023 | 2:26:29 P

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# State of Minnesota

# Interagency Agreement

SWIFT Contract Number: 240681

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Health (MDH) and Board of Pharmacy (BOP).

**Agreement**

1. **Term of Agreement**

1.1 Effective date. December 1, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. August 31, 2028, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Scope of Work**

1) Maintain and expand bi-directional electronic data sharing with partnering state jurisdictions, expand access for providers to search the Prescription Drug Monitoring Program (PDMP).
   a. Maintain, implement, and expand electronic data sharing among states in compliance with the National Prescription Monitoring Information Exchange (PMIX) architecture.
   b. Connect and maintain bi-directional connections via PMP InterConnect (PMPi) or RxCheck with other state PMP systems.
   c. Provide outreach to two additional state jurisdictions that are not currently connected to the MN PDMP and implement bidirectional data sharing agreements if accepted.
   d. Respond to and perform additional outreach to state program administrators to confirm existing data sharing connections are working with the appropriate authorizations granted to users based on their credentials as allowed by applicable statute.

2) Implement universal registration and use among clinicians and their delegates, maintain, and increase compliance, and provide education and outreach.
   a. Implement universal use and validation of the PDMP among prescribers, pharmacists, or their delegates.
   b. Design and implement algorithms for identifying and notifying prescribers of high risk prescribing activity.
   c. Develop outreach to eligible prescribers without active PDMP accounts. Work with other health licensing boards that license prescribers to encourage registration and compliance.
   d. Collaborate with the Minnesota Department of Health to make available education and resources within the MN PMP for health systems, clinics, hospitals, clinicians and delegates,

pharmacists, on Medication for Opioid Use disorder, Naloxone, and other overdose prevention strategies.

3) Maintain and increase compliance of Minnesota licensed pharmacies with the Board of Pharmacy's requirements for reporting dispensations and correcting errors.
    a. Implement outreach activities to licensed pharmacies and dispensers not meeting data submission guidelines regarding frequency, promptness, and error correction.
    b. Develop, analyze, and communicate with PDMP vendor regarding the dispenser reporting compliance.

4) Maintain and expand integration of the MN PMP within electronic health records (EHR) and pharmacy dispensing software (PDS).
    a. Provide communication and outreach to health systems, clinics, hospitals, clinicians, and pharmacies that do not currently have integrated access to the MN PDMP.
    b. Work with PMP vendor to standardize and optimize the display of the MNPDMP patient reports between the web-based PMP portal (AWARxE) and integrated PMP reports within EHRs or PDSs.
    c. The BOP will explore the possibility of connecting and integrating Overdose Treatment Program (OTP) dispensation data into the PDMP to help inform clinicians of prescribing practices.

3. **Consideration and Payment**

The total obligation of MDH for all compensation and reimbursements to BOP under this Agreement will not exceed $500,000.00. ($100,000 per grant year as defined below).

| **Total Budget** | |
|---|---|
| **Category** | **Amount** |
| Salary & Fringe Benefits | |
| Contractual Services | $ 444,545.45 |
| Travel | $ 10,000.00 |
| Supplies and Other Expenses | |
| **Subtotal (Direct Costs)** | $ 454,545.45 |
| | |
| Indirect @10% | $ 45,454.55 |
| **Total** | **$ 500,000.00** |

Invoices must be submitted monthly and contain appropriate documentation supporting the contractual expenditures.

Year 1: Date of execution – August 31, 2024 (invoices due by the 15th of each month)
Year 2: September 1, 2024 – August 31, 2025 (invoices due by the 15th of each month)
Year 3: September 1, 2025 – August 31, 2026 (invoices due by the 15th of each month)
Year 4: September 1, 2026 – August 31, 2027 (invoices due by the 15th of each month)
Year 5: September 1, 2027 – August 31, 2028 (invoices due by the 15th of each month)

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4. **Conditions of Payment**
All services provided by BOP under this Agreement must be performed to MDH's satisfaction, as determined at the sole discretion of MDH's Authorized Representative.

5. **Authorized Representative**
MDH's Authorized Representative is Randi Callahan, Overdose Prevention Coordinator, 625 Robert Street N., Saint Paul, MN 55155, 651-201-4285, randi.callahan@state.mn.us , or her successor or delegate.

BOP's Authorized Representative is Jill Phillips, Executive Director, 335 Randolph Avenue, Ste 230, Saint Paul, MN 55102, 651-201-2825, jill.philips@state.mn.us or her successor or delegate.

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

7. **Liability**
Each party will be responsible for its own acts and behaviors and the results thereof.

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

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

Print Name: Sarah Martin

Signature: Sarah Martin Digitally signed by Sarah Martin Date: 2023.12.19 15:01:34 -06'00'

Title: Accounting Officer Date: 12/19/2023

SWIFT Contract No. 240681

**2. MN Board of Pharmacy**
*With delegated authority*

Print Name: Jill Phillips

Signature: DocuSigned by: Jill Phillips 1548BE2D13ABC...

Title: Executive Director Date: 12/26/2023 | 6:34:42 AM PST

**3. MN Department of Health**
*With delegated authority*

Print Name: Paula Naughton

Signature: DocuSigned by: Paula Naughton 8A01D84E6747490...

Title: Director, Office of Grants and Contracts Date: 12/27/2023 | 6:26:38 A

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# State of Minnesota
# Interagency Agreement

ODY No. ITA26.102

This Interagency Agreement ("Agreement") is between the Minnesota Department of Information Technology Services ("MNIT") and Minnesota Department of Health ("AGENCY").

**Recitals**

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

**Agreement**

**1. Term of Agreement**

**1.1** Effective date. July 30, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**1.2** Expiration date. June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

This initiative is to align the AGENCY with the State's current Business Intelligence product, Power BI, available through the State's Microsoft licensing. This effort provides funding for MNIT to assist in migrating, providing expertise, researching, and enabling solutions for over 500 Tableau dashboards in need of migration. The effort provides MNIT with the ability to support the AGENCY in developing specific training materials and documentation. MNIT will also facilitate support requests and help in fostering a self-sustaining community of practice around Power BI at the AGNECY. The dashboards that require migration are of various levels of complexity and not only serve internal users but partners like local public health and the citizens of Minnesota.

**3. Consideration and Payment**

The AGENCY agrees to contribute up to $600,000.00 USD to the Information and Telecommunications Account ("ITA") for this project.

**4. Conditions of Payment**

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

Docusign Envelope ID: B76279D0-55D2-489D-A822-C82AD35F28BA

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

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

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

**5. Authorized Representative**

The AGENCY'S Authorized Representative is Joshua Bunker, Chief Financial Officer, by phone at 651-395-0869, or by email at joshua.bunker@state.mn.us, or their successor.

MNIT's Authorized Representative is Tu Tong, CFO, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

**6. Amendments**

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

**7. Liability**

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

**8. Termination**

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

**1. Minnesota Department of Health**
*With delegated authority*

Name: Joshua Bunker

Signature: DocuSigned by: Joshua Bunker 147F5765FF984A8...

Title: Chief Financial Officer

Date: 8/8/2025

**2. Minnesota Department of Information Technology Services**
*With delegated authority*

Name: Tracy Gerasch

Signature: DocuSigned by: Tracy Gerasch 58BF08075AF6441...

Title: IT Procurement Director

Date: 8/8/2025

Docusign Envelope ID: 7485C294-0082-435D-852E-7C54B1D1F728

# State of Minnesota
# Interagency Agreement

ODY No. ITA26.105

This Interagency Agreement ("Agreement") is between the Minnesota Department of Information Technology Services ("MNIT") and Minnesota Department of Health ("AGENCY").

**Recitals**

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

**Agreement**

**1. Term of Agreement**

**1.1** Effective date. July 30, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**1.2** Expiration date. June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

The AGENCY's current procurement applications are missing essential capabilities, like automated communications with procurement staff, comprehensive views of different purchase types, or partial distributions of partial deliveries. The systems PRISM/PARIT/RAISE are using frameworks that no longer receive updates, and this creates a significant security risk. The systems have a significant amount of shared data, but as different functioning applications, there are increased challenges training new users of the system. The complexity of these systems causes procurement to be both slower and less effective. MNIT and the AGENCY will partner to implement a more modern and capable procurement management solution. The new system will be capable of tracking, coordinating, and communicating the procurement process. The new solution should be capable of pulling encumbrance and payment data from Statewide Integrated Financial Tool (SWIFT), displaying and communicating the encumbrance and spending status, provide the ability to document change orders, and be capable of reporting on other PO management activity.

**3. Consideration and Payment**

The AGENCY agrees to contribute up to $3,500,000.00 USD to the Information and Telecommunications Account ("ITA") for this project.

**4. Conditions of Payment**

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

Docusign Envelope ID: 7485C294-0082-435D-852E-7C54B1D1F728

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

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

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

**5. Authorized Representative**

The AGENCY'S Authorized Representative is Joshua Bunker, Chief Financial Officer, by phone at 651-395-0869, or by email at joshua.bunker@state.mn.us, or their successor.

MNIT's Authorized Representative is Tu Tong, CFO, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

**6. Amendments**

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

**7. Liability**

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

**8. Termination**

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

**1. Minnesota Department of Health**
*With delegated authority*

Name: Joshua Bunker

Signature: DocuSigned by: Joshua Bunker 147F5765FF984A8...

Title: Chief Financial Officer

Date: 8/8/2025

**2. Minnesota Department of Information Technology Services**
*With delegated authority*

Name: Tracy Gerasch

Signature: DocuSigned by: Tracy Gerasch 58BF08075AF6441...

Title: IT Procurement Director

Date: 8/8/2025

Docusign Envelope ID: C24D7F8B-6302-4F45-8E24-AE21DDFC2A90

# State of Minnesota
# Interagency Agreement

ODY No. ITA26.107

This Interagency Agreement ("Agreement") is between the Minnesota Department of Information Technology Services ("MNIT") and Minnesota Department of Health ("AGENCY").

**Recitals**

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

**Agreement**

**1. Term of Agreement**

**1.1** Effective date. July 30, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**1.2** Expiration date. June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

MNIT and the AGENCY will work to procure discounted, multi-year software renewals for Perceptive Content, Jira, and Rhapsody, which will save the AGENCY money over the next three years. These savings will be used towards critical AGENCY programs and staff.

**3. Consideration and Payment**

The AGENCY agrees to contribute up to $725,000.00 USD to the Information and Telecommunications Account ("ITA") for this project.

**4. Conditions of Payment**

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

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

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

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

**5. Authorized Representative**

The AGENCY'S Authorized Representative is Joshua Bunker, Chief Financial Officer, by phone at 651-395-0869, or by email at joshua.bunker@state.mn.us, or their successor.

MNIT's Authorized Representative is Tu Tong, CFO, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

**6. Amendments**

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

**7. Liability**

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

**8. Termination**

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

**1. Minnesota Department of Health**
*With delegated authority*

Name: Joshua Bunker

Signature: DocuSigned by: Joshua Bunker 147F5765FF984A8...

Title: Chief Financial Officer

Date: 7/28/2025

**2. Minnesota Department of Information Technology Services**
*With delegated authority*

Name: Tracy Gerasch

Signature: DocuSigned by: Tracy Gerasch 58BF08075AF6441...

Title: IT Procurement Director

Date: 7/31/2025

Docusign Envelope ID: 1E3A2AD2-178B-4695-BB45-9430421BF3E3

# State of Minnesota
# Interagency Agreement

ODY No. ITA26.117

This Interagency Agreement ("Agreement") is between the Minnesota Department of Information Technology Services ("MNIT") and Minnesota Department of Health ("AGENCY").

**Recitals**

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

**Agreement**

**1. Term of Agreement**

**1.1** Effective date. July 30, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**1.2** Expiration date. June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

This is an ongoing project to modernize the AGENCY systems. The project so far has successfully launched around 9 programs, with 5 in progress, and an additional 27 to be launched. The AGENCY is implementing an enterprise-wide system for Credentialing and Payment Processing. This project consolidates technology infrastructure with reduced overall cost and standardizes credentialing business process across the AGENCY. This project enables on-line payments, standardizes customer experiences across multiple programs, increases transparency, and shortens time to get credentialed. This will include transitions for the X-Ray and Radon legacy data systems.

**3. Consideration and Payment**

The AGENCY agrees to contribute up to $2,950,000.00 USD to the Information and Telecommunications Account ("ITA") for this project.

**4. Conditions of Payment**

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

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

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

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

**5. Authorized Representative**

The AGENCY'S Authorized Representative is Joshua Bunker, Chief Financial Officer, by phone at 651-395-0869, or by email at joshua.bunker@state.mn.us, or their successor.

MNIT's Authorized Representative is Tu Tong, CFO, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

**6. Amendments**

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

**7. Liability**

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

**8. Termination**

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

**1. Minnesota Department of Health**
*With delegated authority*

Name: Joshua Bunker

Signature: DocuSigned by: Joshua Bunker 147F5765FF984A8...

Title: Chief Financial Officer

Date: 8/8/2025

**2. Minnesota Department of Information Technology Services**
*With delegated authority*

Name: Tracy Gerasch

Signature: DocuSigned by: Tracy Gerasch 58BF08075AF6441...

Title: IT Procurement Director

Date: 8/8/2025

Docusign Envelope ID: F39514A4-DD43-433D-8CE7-4EE3FAA5FADB

# State of Minnesota
# Interagency Agreement

ODY No. ITA26.118

This Interagency Agreement ("Agreement") is between the Minnesota Department of Information Technology Services ("MNIT") and Minnesota Department of Health ("AGENCY").

**Recitals**

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

**Agreement**

**1. Term of Agreement**

**1.1** Effective date. July 30, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**1.2** Expiration date. June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

MNIT and the AGENCY will collaborate to intentionally design a coordinated solution to deal with the myriad of information being collected and used as parts of the AGENCY financial management processes to ensure the information is capable of being reported accurately. This effort will improve AGENCY operations by implementing an electronic document and business process management solution that includes document imaging, optical character recognition, naming, tagging, metrics tracking, and storage and retrieval for several different functions within Financial Management, including: Budget Planning and Reporting-- provide timely and accurate reporting to the executive office and division leadership for financial and budget decision making; Pre/post grant execution compliance and reporting activities for outgoing grants; Procurement automated real-time reports on request status, required actions and turnaround times; Centralized invoice processing; Grants/Contracts Management Dashboard; Updates and enhancements to existing procurement and electronic document management applications; and Federal Funds Management System-- Track and report on federal awards.

**3. Consideration and Payment**

The AGENCY agrees to contribute up to $1,850,000.00 USD to the Information and Telecommunications Account ("ITA") for this project.

**4. Conditions of Payment**

**4.1** MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools ("SWIFT") system appropriation transfer instructions. As required by Minn.

Docusign Envelope ID: F39514A4-DD43-433D-8CE7-4EE3FAA5FADB

Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

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

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

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

**5. Authorized Representative**

The AGENCY'S Authorized Representative is Joshua Bunker, Chief Financial Officer, by phone at 651-395-0869, or by email at joshua.bunker@state.mn.us, or their successor.

MNIT's Authorized Representative is Tu Tong, CFO, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

**6. Amendments**

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

**7. Liability**

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

**8. Termination**

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

**1. Minnesota Department of Health**
*With delegated authority*

Name: Joshua Bunker

Signature: DocuSigned by: Joshua Bunker 147F5765FF984A8...

Title: Chief Financial Officer

Date: 8/8/2025

**2. Minnesota Department of Information Technology Services**
*With delegated authority*

Name: Tracy Gerasch

Signature: DocuSigned by: Tracy Gerasch 58BF08075AF6441...

Title: IT Procurement Director

Date: 8/8/2025

DocuSign Envelope ID: B4213585-EE0F-4A29-BC99-1B4E49CC0C05

# AMENDMENT COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

**Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: Minnesota Department of Health **Name of Contractor**: Office of Minnesota Attorney General

**Current Contract Term**: February 24, 2023 – May 31, 2025 **Project Identification**: SWIFT Contract Number 225330

*Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.*

**What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**

**1.** ☐ **Amendment to the Expiration Date of the contract**

a. Proposed New Expiration Date:

b. Why is it necessary to amend the Expiration Date?

**2.** ☒ **Amend Duties and Cost** ☐ **Amend Duties Only**

a. Describe the amendment: Adding funds to the agreement.

b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:
Original contract: $ 494,925.00
Amendment 1: $5,075.00

**3.** ☐ **Amendment to change other terms and conditions of the contract:**

a. Describe the changes that are being made:

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# Amendment 1 to SWIFT Contract No. 225330

| | | | |
|---|---|---|---|
| Contract Effective Date: | February 24, 2023 | Total Contract Amount: | $500,000.00 |
| Original Contract Expiration Date: | May 31, 2025 | Original Contract: | $494,925.00 |
| Current Contract Expiration Date: | May 31, 2025 | Previous Amendment(s) Total: | $0.00 |
| Requested Contract Expiration Date: | N/A | This Amendment: | $5,075.00 |

This amendment is by and between the State of Minnesota, acting through its Commissioner of Minnesota Department of Health ("MDH") and Office of the Minnesota Attorney General, whose designated business address is 75 Rev Dr Martin Luther King Jr Blvd, Saint Paul, MN 55155 ("OMAG"). State and Contractor may be referred to jointly as "Parties."

## Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract Number 225330 ("Original Contract") to provide statewide services for a human trafficking prosecutor through the Minnesota Department of Health Safe Harbor Program for the prevention and mitigation of human trafficking through May 31, 2025.

2. The contract is amended to add available funds to the agreement.

3. The State and the Contractor are willing to amend the Original Contract as stated below.

## Contract Amendment

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

**REVISION 1.** Clause 3. "**Consideration and Payment**" is amended as follows:

> OMAG will be reimbursed according to the breakdown of costs contained in Exhibit A1, which is attached and incorporated into this Agreement.
>
> The total obligation of MDH for all compensation and reimbursements to OMAG under this Agreement will not exceed ~~$494,925.00~~ $500,000.00.

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

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

Print Name: Sarah Martin

Signature: Sarah Martin Digitally signed by Sarah Martin Date: 2024.04.01 10:28:18 -05'00'

Title: Accounting Officer Date: 4/1/2024

SWIFT Contract No. 225330_3000108091_10936

**2. Contractor**
*The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: DocuSigned by: David Voigt 7AFF5D9306944A1...

Signature:

Title: Deputy Attorney General Date: 4/4/2024 | 11:18:38 AM PDT

**3. State Agency**
*With delegated authority*

Print Name: DocuSigned by: Paula Naughton 8A01D84E6747490...

Signature:

Title: Director, Office of Grants & Contracts Date: 4/4/2024 | 5:48:1

DocuSign Envelope ID: B4213585-EE0F-4A29-BC99-1B4E49CC0C05

**Exhibit A1**
**Minnesota Department of Health and Attorney General's Office Human Trafficking Prosecutor Project**

**End date for this budget period is May 31, 2025**

| Budget Element | Justification | Amount |
|---|---|---|
| **Salary and Fringe** | Cost for an attorney in the Attorney General's Office. This cost incorporates salary, benefits, and overhead such as office space, equipment, and administrative support (1.00 FTE) | ~~$477,750.00~~ $482,825.00 |
| **Salary Subtotal** | | ~~$477,750.00~~ $482,825.00 |
| **Travel and Training** | Cost for travel expenses to assist with investigation and case planning, as well as cost for attorney training | $17,175.00 |
| **Total** | | ~~$494,92500~~ $500,000.00 |

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# AMENDMENT 2 COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

**Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: Minnesota Department of Health **Name of Contractor**: Office of Minnesota Attorney General

**Current Contract Term**: March 7, 2023 – May 31, 2025 **Project Identification**: 225330

*Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.*

**What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**

**1.** ☒ **Amendment to the Expiration Date of the contract**

   a. Proposed New Expiration Date: 03/07/2028

   b. Why is it necessary to amend the Expiration Date? To add more time to the agreement because McKnight Foundation awarded MDH a no cost extension

**2.** ☐ **Amend Duties and Cost** ☐ **Amend Duties Only**

   a. Describe the amendment:

   b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

**3.** ☐ **Amendment to change other terms and conditions of the contract:**

   a. Describe the changes that are being made:

Docusign Envelope ID: F5A63569-2D57-4953-B447-4182AFD40466

# Amendment 2 to SWIFT Contract No. 225330

| | | | |
|---|---|---|---|
| Contract Effective Date: | March 07, 2023 | Total Contract Amount: | $500,000.00 |
| Original Contract Expiration Date: | May 31, 2025 | Original Contract: | $494,925.00 |
| Current Contract Expiration Date: | May 31, 2025 | Previous Amendment(s) Total: | $5,075.00 |
| Requested Contract Expiration Date: | March 07, 2028 | This Amendment: | $0.00 |

This amendment is by and between the State of Minnesota, acting through its Commissioner of Minnesota Department of Health ("MDH") and Office of the Minnesota Attorney General whose designated business address is 75 Rev Dr. Martin Luther King Jr Blvd, Saint Paul, MN 55155 ("OMAG"). State and Contractor may be referred to jointly as "Parties."

## Recitals

1. The State has a contract with the Contractor identified as 225330 ("Original Contract") to provide statewide services for a human trafficking prosecutor through the Minnesota Department of Health Safe Harbor Program for the prevention and mitigation of human trafficking.

2. The agreement is being amended to add more time to the agreement because McKnight Foundation awarded MDH a no cost extension.

3. The State and the Contractor are willing to amend the Original Contract as stated below.

## Contract Amendment

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

**REVISION 1.** Clause 1.2 "**Expiration date**" is amended as follows:

> Expiration date. ~~May 31, 2025~~, March 07, 2028, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

> To further OMAG's obligation to provide statewide services for a human trafficking prosecutor through the Minnesota Department of Health Safe Program for the prevention and mitigation of human trafficking through ~~May 31, 2025~~ March 07, 2028.

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

> OMAG will be reimbursed according to the breakdown of costs contained in Exhibit A~~1~~2, which is attached and incorporated into this Agreement.
>
> The total obligation of MDH for all compensation and reimbursements to OMAG under the Agreement will not exceed $500,000.00.

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

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

Print Name: Sarah Martin

Signature: Sarah Martin Digitally signed by Sarah Martin Date: 2025.01.06 11:33:13 -06'00'

Title: Accounting Officer Date: 1/6/25

SWIFT Contract No. 225330_Time Only

**2. Contractor**
*The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: DocuSigned by: David Voigt 7AFF5D9306944A1...

Signature: _____

Title: Deputy Attorney General Date: 1/6/2025 | 2:43:25 PM CST

**3. State Agency**
*With delegated authority*

Print Name: DocuSigned by: Amy Yolanda Castillo 3B324965367734EA...

Signature: _____

Title: Contracts Coordinator Date: 1/16/2025 | 10:59:4

**4. Commissioner of Administration**
*As delegated to The Office of State Procurement*

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Docusign Envelope ID: F5A63569-2D57-4953-B447-4182AFD40466

**Exhibit A~~1~~2**
**Minnesota Department of Health and Attorney General's Office Human Trafficking Prosecutor Project**

**End date for this budget period is ~~May 31, 2025~~ March 07, 2028**

| Budget Element | Justification | Amount |
|---|---|---|
| **Salary and Fringe** | Cost for an attorney in the Attorney General's Office. This cost incorporates salary, benefits, and overhead such as office space, equipment, and administrative support (1.00 FTE) | $482,825.00 |
| **Salary Subtotal** | | $482,825.00 |
| **Travel and Training** | Cost for travel expenses to assist with investigation and case planning, as well as cost for attorney training | $17,175.00 |
| **Total** | | $500,000.00 |

Docusign Envelope ID: 6F2E7E5A-C322-470D-8332-4542A2508516

# AMENDMENT COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

**Instructions:**

1. Complete this form for agreement amendments that extend the end date of an agreement, add/reduce work and money, or change any other term or condition of the agreement.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original agreement, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: Minnesota Department of Health **Agency**: Minnesota Department of Public Safety, Bureau of Criminal Apprehension

**Current Agreement Term**: March 1 2023-September 30, 2025 **Project Identification**: 227058

*Amendments to agreements must entail tasks that are substantially similar to those in the original agreement or involve tasks that are so closely related to the original agreement that it would be impracticable for a different agency to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the agreement expires.*

**What changes are being made to the to the agreement? Complete appropriate box(es) for the amendment submitted.**

**1.** ☒ **Amendment to the Expiration Date of the agreement**

a. Proposed New Expiration Date: September 30, 2026

b. Why is it necessary to amend the Expiration Date? The state received a one-year extension from the U.S. Department of Justice to complete objectives and is giving the same extension to partners.

**2.** ☐ **Amend Duties and Cost** ☐ **Amend Duties Only**

a. Describe the amendment:

b. If cost is amended, insert the amount of the original agreement AND amount of each amendment below:

**3.** ☐ **Amendment to change other terms and conditions of the agreement:**

a. Describe the changes that are being made:

Docusign Envelope ID: 6F2E7E5A-C322-470D-8332-4542A2508516

# Amendment 1 to SWIFT Agreement No. 227058

| | | | |
|---|---|---|---|
| Contract Effective Date: | March 1, 2023 | Total Contract Amount: | $294,250.00 |
| Original Contract Expiration Date: | September 30, 2025 | Original Contract: | $294,250.00 |
| Current Contract Expiration Date: | September 30, 2025 | Previous Amendment(s) Total: | 0 |
| Requested Contract Expiration Date: | September 30, 2026 | This Amendment: | 0 |

This amendment is by and between the State of Minnesota, acting through its Commissioner Health ("State") and [Minnesota Department of Safety, Bureau of Criminal Apprehension] whose designated business address is [1430 Maryland Ave East, Saint Paul, MN 55106] ("Agency"). State and Contractor may be referred to jointly as "Parties."

## Recitals

1. The State has an agreement with the Agency identified as SWIFT Agreement Number 227058"] ("Original Agreement") to provide a Victims Relations Coordinator within the Human Trafficking Investigators Taskforce.

2. This agreement is being amended for additional time. The state received a one-year extension from the U.S. Department of Justice to complete objectives and is giving the same extension to partners.

3. The Parties are willing to amend the Original Agreement as stated below.

## Contract Amendment

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

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

**1 Term of Agreement**

1.1 ***Effective date*:** March 1, 2023, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 ***Expiration date*:** ~~September 30, 2025~~ <u>September 30, 2026</u>, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

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

Print Name:Christina Mish

Signature: Christina Mish Digitally signed by Christina Mish Date: 2025.08.01 06:48:09 -05'00'

Title:Accounting Officer Date:8/1/2025

SWIFT Agreement No.227058/Time Only/REQ 2729

**2. Minnesota Department of Public Safety, Bureau of Criminal Apprehension**
*With delegated authority.*

Print Name: Deputy Superintendent Scott Mueller
DocuSigned by:

Signature:
8B8C4954CC3A40A...

Title: Deputy Superintendent Date: 8/13/2025 | 7:26:02 AM CDT

**3. Minnesota Department of Health**
*With delegated authority*

Print Name: Amy Yolanda Castillo
DocuSigned by:

Signature: Amy Yolanda Castillo
3B32496536734EA...

Title: Contracts Coordinator Date: 8/20/2025 | 7:58:03 AM CDT

**4. Commissioner of Administration**
*As delegated to The Office of State Procurement*

Print Name: NA

Signature: NA

Title: NA Date: NA

Admin ID: NA

Docusign Envelope ID: 6F2E7E5A-C322-470D-8332-4542A2508516

| | | | | |
|---|---|---|---|---|
| **AGENCY: Department of Public Safety, Bureau of Criminal Apprehension** | | | | |
| **GOAL:** Create a Victim Relations Coordinator to support the Predatory Crimes Sections (PCS)/MN Human Trafficking Investigations | | | | |
| **Outcome Number:** 1-10 human trafficking victims identified and supported | | | **Outcome:** Victims have access to resources, MNHTI better coordinates with MDH Safe Harbor and Regional Navigators | |
| **Data Source:** | | | **Person Responsible:Assistant Special Agent in Charge Bobbi Jo Pazdernik** | |
| **ACTIVITIES** Max. 50 words (resulting in outcome listed above) | **NUMBER OF PARTICIPANTS AND FREQUENCY OF ACTIVITY** | **TIMEFRAME** | **PARTY RESPONSIBLE** | **OUTPUT MEASURES** (How do you measure this outcome?) |
| The Victim Relations Coordinator position will provide support and advocacy to youth victim-survivors from PCS investigations, case management, and work in coordination with the MDH Safe Harbor Regional Navigator structure. | See details on next page. | March 1, 2023 ~~– June 30, 2025~~ September 30,2026 | ASAIC Bobbi Jo Pazdernik | Number of investigations supported. |
| **PROJECT OUTCOMES:** (maximum 50 words) The Victim Relations Coordinator (VRC) will support Predatory Crimes Section (PCS)/MN Human Trafficking Investigators by supporting victims throughout the investigative process. The VRC will work directly with both agents and victim-survivors throughout the investigative process. VRC will also coordinate with the MDH Regional Navigator Structure for resources throughout case management. VRC will attend PCS/MNHITF meetings. VRC will provide training and conduct community engagement when appropriate through PCS supervisor approval. VRC will seek to | | | | |

Docusign Envelope ID: 6F2E7E5A-C322-470D-8332-4542A2508516

work with other important systems such as MDH, DHS, and medical services and take on roles of serving on Multiple Disciplinary Teams (MDT's) when appropriate.

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DEPARTMENT OF HEALTH

# AMENDMENT 1 COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

**Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: Department of Health **Name of Contractor**: Minnesota Department of Corrections (DOC).

**Current Contract Term**: April 17, 2023- September 30, 2025 **Project Identification**: 227508

*Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.*

**What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**

1. ☐ **Amendment to the Expiration Date of the contract**
   a. Proposed New Expiration Date:
   b. Why is it necessary to amend the Expiration Date?
2. ☐ **Amend Duties and Cost** ☒ **Amend Duties Only**
   a. Describe the amendment: This amendment is to move funds around and add some duties.
   b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:
3. ☐ **Amendment to change other terms and conditions of the contract:**
   a. Describe the changes that are being made:

DocuSign Envelope ID: 01C67AF8-9B15-43EE-9F37-680CBDEC2AEA

DEPARTMENT OF HEALTH

# Amendment 1 to SWIFT Agreement No. 227508

| | | | |
|---|---|---|---|
| Agreement Effective Date: | April 17, 2024 | Total Agreement Amount: | $630,000.00 |
| Original Agreement Expiration Date: | September 30, 2025 | Original Agreement: | $630,000.00 |
| Current Agreement Expiration Date: | September 30, 2025 | Previous Amendment(s) Total: | $0 |
| Requested Agreement Expiration Date: | N/A | This Amendment: | $0 |

This amendment is by and between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health ("State") and Minnesota Department of Corrections (DOC) whose designated business address is 1450 Energy Park Drive, #200, Saint Paul, MN 55108 ("Contractor"). State and Minnesota Department of Corrections (DOC) may be referred to jointly as "Parties."

## Recitals

1. The State has an agreement with the Minnesota Department of Corrections (DOC) as identified as SWIFT Contract Number 227508 ("Original Agreement") to provide a certified peer recovery support specialist as well as a certified peer recovery specialist supervisor to support implementation of peer recovery training with currently incarcerated individuals and release planning prior to re-entry.

2. This agreement is being amended to move funds around and add some duties.

3. The State and the Minnesota Department of Corrections (DOC) are willing to amend the Original Contract as stated below.

## Contract Amendment

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

**REVISION 1. Clause 2. "Scope of Work" is amended to add**:

1. DOC will hire and embed a certified peer recovery support specialist as well as a certified peer recovery specialist supervisor to support implementation of peer recovery training with currently incarcerated individuals and release planning prior to re-entry. The goal is to hire and embed these two positions within six months of this agreement being fully executed.

2. The certified peer recovery support specialist will provide wrap around supports to currently incarcerated individuals in preparation for release including connecting individuals with community resources, e.g., housing, recovery meetings, and peer recovery specialists working in the community.

3. The certified peer recovery specialist supervisor will organize peer recovery trainings, manage finances and invoicing, and coordinate with Minnesota Recovery Connection (MRC) and recovery community organizations (RCO) across the state to develop referral protocols and processes.

4. Process Certified Peer Recovery Specialist (CPRS) applications and determine eligibility for examination.

DEPARTMENT OF HEALTH

5. Provide Test proctoring for the Minnesota State-based Peer Recovery Exam for up to 120 incarcerated individuals

5.1 At least one DOC staff will be present to assist with testing administrative duties
5.2 Testing must be in-person
5.3 Incarcerated individuals passing the exam with a score of 80% or above, will be certified
5.4 Incarcerated individual's scoring under 80% will be offered re-examination at a reduced application processing fee after 30 days have passed from the last examination.

**REVISION 2.** Clause 3. "Consideration and Payment" is amended as follows:

The MDH will reimburse for two FTE positions for each year as stated below; invoices must be submitted monthly and contain appropriate documentation supporting the salary expenditures.

- Certified Peer Recovery Supervisor: $120,000.00/year
- Certified Peer Recovery Specialist: $90,000.00/year
- Certified Peer Recovery Written Testing for up to 120 incarcerated individuals/ $28,000/year

Year 1: Date of execution to September 30, 2023 (invoices due by the 15th of the following month)
Year 2: October 1, 2023 to September 30, 2024 (invoices due by the 15th of the following month)
Year 3: October 1, 2024 to September 30, 2025 (invoices due by the 15th of the following month)

Due to a longer than anticipated hiring process, resulting in salary savings from the first year, utilize salary savings from the first year to cover the costs of certified peer recovery written testing for up to 120 incarcerated individuals (totaling $28,000). Specifically, shifting funds from Year 1 from the Certified Peer Recovery Specialist ($90,000/year) and the Certified Peer Recovery Supervisor ($120,000/year).

The total obligation of MDH for all compensation and reimbursements to DOC under this Agreement will not exceed $630,000.

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

DEPARTMENT OF HEALTH

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

Print Name: Christina Mish

Signature: Christina Mish Digitally signed by Christina Mish Date: 2024.05.22 13:18:18 -05'00'

Title: Accounting Officer Date: 5/22/2024

SWIFT Contract No. 227508/Language only/REQ 11409

**2. Contractor**
*The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: Paul Schnell

Signature: DocuSigned by: Paul Schnell 10BCAE2272D1476...

Title: Commissioner Date: 5/23/2024 | 9:08:52 AM PDT

**3. State Agency**
*With delegated authority*

Print Name: Paula Naughton

Signature: DocuSigned by: Paula Naughton 8A01D84E6747490...

Title: Director, Office of Grants and Contracts Date: 5/23/2024 | 6:02:39 PM PDT

**4. Commissioner of Administration**
*As delegated to The Office of State Procurement*

Print Name:

Signature:

Title: Date:

Admin ID:

Docusign Envelope ID: 3C54EDBA-44FE-4D3E-911E-8B7580AE30BF

# AMENDMENT COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

**Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: Department of Health **Name of Contractor**: Minnesota Department of Corrections (DOC)

**Current Contract Term**: April 17,2023- September 30, 2025 **Project Identification**: 227508

*Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.*

**What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**

**1.** ☒ **Amendment to the Expiration Date of the contract**

a. Proposed New Expiration Date: September 30, 2026

b. Why is it necessary to amend the Expiration Date? A funding extension has been granted through 9/30/2026.

**2.** ☐ **Amend Duties and Cost** ☒ **Amend Duties Only**

a. Describe the amendment: This amendment is to extend the expiration date and to move funds around and add some duties.

b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

**3.** ☐ **Amendment to change other terms and conditions of the contract:**

a. Describe the changes that are being made:

Docusign Envelope ID: 3C54EDBA-44FE-4D3E-911E-8B7580AE30BF

# Amendment 2 to SWIFT Contract No. 227508

| | | | |
|---|---|---|---|
| Contract Effective Date: | April 17, 2024 | Total Contract Amount: | $630,000.00 |
| Original Contract Expiration Date: | September 30, 2025 | Original Contract: | $630,000.00 |
| Current Contract Expiration Date: | September 30, 2025 | Previous Amendment(s) Total: | $0 |
| Requested Contract Expiration Date: | September 30, 2026 | This Amendment: | $0 |

This amendment is by and between the State of Minnesota, acting through its Minnesota Department of Health ("State") and Minnesota Department of Corrections (DOC) whose designated business address is 1450 Energy Park Drive, #200, Saint Pual, MN 55108 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

## Recitals

1. The State has a contract with the Contractor identified as Minnesota Department of Corrections (DOC) as identified as SWIFT Contract Number 227508 ("Original Contract") to provide a certified peer recovery support specialist as well as a certified peer recovery specialist supervisor to support implementation of peer recovery training with currently incarcerated individuals and release planning prior to re-entry.

2. This agreement is being amened to extend the expiration date, move funds around and add some duties.

3. The State and the Contractor are willing to amend the Original Contract as stated below.

## Contract Amendment

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

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

1. **Term of Contract**

1.1 Effective date. April 17, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. ~~September 30, 2025~~ September 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2. Clause 2. "Scope of Work" is amended to add**

1. DOC will hire and embed a certified peer recovery support specialist as well as a certified peer recovery specialist supervisor to support implementation of peer recovery training with currently incarcerated individuals and release planning prior to re-entry. The goal is to hire and embed these two positions within six months of this agreement being fully executed.

2. The certified peer recovery support specialist will provide wrap around supports to currently incarcerated individuals in preparation for release including connecting individuals with community resources, e.g., housing, recovery meetings, and peer recovery specialists working in the community.

Docusign Envelope ID: 3C54EDBA-44FE-4D3E-911E-8B7580AE30BF

3. The certified peer recovery specialist's supervisor will organize peer recovery trainings, manage finances and invoicing, and coordinate with Minnesota Recovery Connection (MRC) and recovery community organizations (RCO) across the state to develop referral protocols and processes.

4. Process Certified Peer Recovery Specialist (CPRS) applications and determine eligibility for examination.

5. Provide Test proctoring for the Minnesota State-based Peer Recovery Exam for up to 120 incarcerated individuals
   5.1 At least one DOC staff will be present to assist with testing administrative duties
   5.2 Testing must be in-person
   5.3 Incarcerated individuals passing the exam with a score of 80% or above, will be certified
   5.4 Incarcerated individual's scoring under 80% will be offered re-examination at a reduced application processing fee after 30 days have passed from the last examination.
6. DOC certified peer recovery specialist will obtain the Connecticut Center For Recovery Training (CCAR) Recovery Coach Professional Facilitator certification (RCPF) Becoming a Facilitator | CCAR Training. With a CCAR certification, DOC peer recovery specialist will facilitate DOC continuing education course.

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

The MDH will reimburse for two FTE positions for each year as stated below; invoices must be submitted monthly and contain appropriate documentation supporting the salary expenditures.

- Certified Peer Recovery Supervisor: $120,000.00/year through September 9, 2025
- Certified Peer Recovery Specialist: $90,000.00/year through September 30, 2025
- Certified Peer Recovery Written Testing for up to 120 incarcerated individuals/ $28,000.00/year
- Certified Peer Recovery Specialist: $95,000.00/year through September 30, 2026
- Connecticut Center For Recovery Training (CCAR) materials up to $500.00 and authorized facilitator training $3,000.00.

Year 1: Date of execution to September 30, 2023 (invoices due by the 15th of the following month)
Year 2: October 1, 2023 to September 30, 2024 (invoices due by the 15th of the following month)
Year 3: October 1, 2024 to September 30, 2025 (invoices due by the 15th of the following month)
Year 4: October 1, 2025 to September 30, 2026 (invoices due by the 15th of the following month)

Due to a longer than anticipated hiring process, resulting in salary savings from the first year, utilize salary savings from the first year to cover the costs of certified peer recovery written testing for up to 120 incarcerated individuals (totaling $28,000) and for DOC certified peer recovery specialist's certification in Connecticut Center For Recovery Training (CCAR) (totaling $3,000). Specifically, shifting funds from Year 1 from the Certified Peer Recovery Specialist ($90,000/year) and the Certified Peer Recovery Supervisor ($120,000/year).

The total obligation of MDH for all compensation and reimbursements to DOC under this Agreement will not exceed $630,000.

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

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

Print Name: Rachel LeBlanc

Signature: Rachel LeBlanc Digitally signed by Rachel LeBlanc Date: 2025.09.17 14:13:59 -05'00'

Title: Accounting Officer Date: 9/17/2025

SWIFT Contract No. 227508/Time & Language Only/REQ 3198

**2. Contractor**
*The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: Paul Schnell

Signature: DocuSigned by: Paul Schnell 10BCAE2272D1476...

Title: Commissioner Date: 9/17/2025 | 4:41:50 PM CDT

**3. State Agency**
*With delegated authority*

Print Name: Eric Pederson

Signature: Signed by: Eric Pederson 59D3944703644DF...

Title: Manager, Contracts Date: 9/22/2025 | 7:04:11 AM CDT

**4. Commissioner of Administration**
*As delegated to The Office of State Procurement*

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Docusign Envelope ID: BBCCA544-10CD-40C1-AF5E-E312559170DE

# AMENDMENT COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

**Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: Minnesota Department of Health **Name of Contractor**: Minnesota Department of Health and Public Safety

**Current Contract Term**: July 1, 2023 – June 30, 2026 **Project Identification**: SWIFT IAA #236334

*Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.*

**What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**

**1.** ☐ **Amendment to the Expiration Date of the contract**

a. Proposed New Expiration Date:

b. Why is it necessary to amend the Expiration Date?

**2.** ☒ **Amend Duties and Cost** ☐ **Amend Duties Only**

a. Describe the amendment: This amendment will add funds to allow for the per year costs through the expiration date.

b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

| | |
|---|---|
| Original | $500,000.00 |
| Amendment #1 | $0 |
| Amendment #2 | $377,585.00 |
| Amendment #3 | $500,000.00 |

**3.** ☐ **Amendment to change other terms and conditions of the contract:**

a. Describe the changes that are being made:

Docusign Envelope ID: BBCCA544-10CD-40C1-AF5E-E312559170DE

# Amendment 3 to SWIFT Contract No. 236334

| | | | |
|---|---|---|---|
| Contract Effective Date: | July 1, 2023 | Total Contract Amount: | $1,377,585.00 |
| Original Contract Expiration Date: | June 30, 2024 | Original Contract: | $500,000.00 |
| Current Contract Expiration Date: | June 30, 2026 | Previous Amendment(s) Total: | $377,585.00 |
| Requested Contract Expiration Date: | NA | This Amendment: | $500,000.00 |

This amendment is by and between the State of Minnesota, acting through its Commissioner of the Department of Health ("MDH or State") and the Minnesota Department of Public Safety (DPS). State and Contractor may be referred to jointly as "Parties."

## Recitals

**1.** The Minnesota Department of Health has an Interagency Agreement with the Minnesota Department of Public Safety identified as SWIFT Agreement 236334 ("Original Agreement") to provide.

**2.** This amendment will provide additional funds to carry through to the end of the agreement.

**3.** MDH and DPS are willing to amend the Original Agreement as stated below.

## Contract Amendment

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

**REVISION 1.** Clause 3. "**Consideration and Payment**" is amended as follows:

3.1 **CONSIDERATION.** Consideration for all services performed by DPS pursuant to this agreement shall be paid by MDH pursuant to this agreement, shall not exceed ~~$877,585.00~~ $1,377,585.00 and shall be paid as follows:

A. The approved budget amount for the period beginning July 1, 2023, and ending June 30, 2026, is ~~$877,585.00~~ $1,377,585.00 which includes indirect costs of $ 43,379 computed at rate of 9.5% of salary and fringe benefit expenditures.

B. The budget amount is a lump sum that MDH shall reimburse DPS for the Federal and MDH shares of the actual cost of the survey services performed under the provisions of the agreement on a monthly basis as invoiced by DPS. This contract pays for the survey hours and non-salary costs to accomplish the surveys. MDH expects to survey all of the tier 1 surveys for CMS and some of the surveys for tiers 2, 3 and 4.

C. DPS will verify expenses and staffing levels are accurately accounted for in JIRA and SWIFT.

D. DPS will submit a budget request for SFY 2025 by January 15, 2024. The cash balance on hand as of the end of any State fiscal year can be carried forward into the next State fiscal year so that the operation of the activities described in the agreement can continue while budgets are being negotiated.

E. Payment of the funds described in 3.1.A and 3.1.B of this agreement are to be made from Federal funds obtained by MDH through Titles XVIII and XIX of the Social Security Act. Notwithstanding section 6 below, if at any time such funds become unavailable, this agreement may be suspended, reduced accordingly, or terminated immediately upon written notice of such fact by MDH to DPS. In the event of a termination, DPS shall be entitled to payment for service provided.

F. This agreement constitutes the whole agreement between the parties, and it is mutually understood that no alterations or variations to the term of this agreement shall be valid unless amendments hereto are made pursuant to Section 6, below. If the agreement is terminated, any funds paid to DPS under the provisions of the agreement which have not been expended or encumbered in accordance with the provisions of this agreement before the date of termination and any property purchased with funds paid to DPS under the provisions of the agreement, shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such property and funds.

G. Pursuant to audit of MDH by CMS (or other federal agency) that results in a loss of funds to MDH, and if loss of such funds are due to non-compliance by DPS with any provisions within this agreement, DPS shall return identified loss of funds to MDH subsequent to written documentation identifying specific details of non-compliance by DPS.

3.2 **TERMS OF PAYMENT.** Payment shall be made by MDH within 30 days of the date of invoice after DPS has presented invoices for services performed to MDH. Invoices shall be submitted, on a monthly basis, by the 15th of every month.

A. Each monthly invoice will be approximately $41,666.

B. The total obligation of MDH for all compensation and reimbursements to DPS under this Agreement will not exceed ~~$877,585.00~~ $1,377,585.00 ~~for state fiscal year 2024~~.

Docusign Envelope ID: BBCCA544-10CD-40C1-AF5E-E312559170DE

DEPARTMENT OF HEALTH

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

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

Print Name:Christina Mish

Signature: Christina Mish Digitally signed by Christina Mish Date: 2025.07.11 13:01:58 -05'00'

Title: Accounting Officer Date:7/11/2025

SWIFT Contract No.236334/3000118048REQ 1998

**2. Minnesota Department of Public Safety**
*With delegated authority*

Print Name: Amanda Swenson

Signature: DocuSigned by: Amanda Swenson 9B6739CF3F1B4D7...

Title: Chief Deputy State Fire Marshal Date: 7/15/2025 | 4:14:04 PM CDT

**3. Minnesota Department of Health**
*With delegated authority*

Print Name: Signed by: Eric Pederson

Signature: Eric Pederson 59D3944703644DF...

Title: Manager, Contracts Date: 7/16/2025 | 3:55:34

Docusign Envelope ID: 19295DBF-F51A-47E4-ACEC-821B4F622D82

# AMENDMENT COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

**Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: Minnesota Department of Health **Name of Contractor**: Minnesota Department of Health and Public Safety

**Current Contract Term**: July 1, 2023 – June 30, 2026 **Project Identification**: SWIFT IAA #236334

*Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.*

**What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**

**1.** ☐ **Amendment to the Expiration Date of the contract**

a. Proposed New Expiration Date:

b. Why is it necessary to amend the Expiration Date?

**2.** ☒ **Amend Duties and Cost** ☐ **Amend Duties Only**

a. Describe the amendment: This amendment will add funds to allow for the per year costs through the expiration date.

b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

| | |
|---|---|
| Original | $500,000.00 |
| Amendment #1 | $0 |
| Amendment #2 | $377,585.00 |

**3.** ☐ **Amendment to change other terms and conditions of the contract:**

a. Describe the changes that are being made:

Docusign Envelope ID: 19295DBF-F51A-47E4-ACEC-821B4F622D82

# Amendment 2 to SWIFT Contract No. 236334

| | | | |
|---|---|---|---|
| Contract Effective Date: | July 1, 2023 | Total Contract Amount: | $877,585.00 |
| Original Contract Expiration Date: | June 30, 2024 | Original Contract: | $500,000.00 |
| Current Contract Expiration Date: | June 30, 2026 | Previous Amendment(s) Total: | $0 |
| Requested Contract Expiration Date: | NA | This Amendment: | $377,585.00 |

This amendment is by and between the State of Minnesota, acting through its Commissioner of the Department of Health ("MDH or State") and the Minnesota Department of Public Safety (DPS). State and Contractor may be referred to jointly as "Parties."

## Recitals

**1.** The Minnesota Department of Health has an Interagency Agreement with the Minnesota Department of Public Safety identified as SWIFT Agreement 236334 ("Original Agreement") to provide.

**2.** This amendment will provide additional funds to carry through to the end of the agreement.

**3.** MDH and DPS are willing to amend the Original Agreement as stated below.

## Contract Amendment

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

**REVISION 1.** Clause 3. "**Consideration and Payment**" is amended as follows:

3.1 **CONSIDERATION.** Consideration for all services performed by DPS pursuant to this agreement shall be paid by MDH pursuant to this agreement, shall not exceed ~~$500,000.00~~ $877,585.00 and shall be paid as follows:

A. The approved budget amount for the period beginning July 1, 2023, and ending June 30, 2024~~6~~, is ~~$500,000.00~~ $877,585.00 which includes indirect costs of $ 43,379 computed at rate of 9.5% of salary and fringe benefit expenditures.

B. The budget amount is a lump sum that MDH shall reimburse DPS for the Federal and MDH shares of the actual cost of the survey services performed under the provisions of the agreement on a monthly basis as invoiced by DPS. This contract pays for the survey hours and non-salary costs to accomplish the surveys. MDH expects to survey all of the tier 1 surveys for CMS and some of the surveys for tiers 2, 3 and 4.

C. DPS will verify expenses and staffing levels are accurately accounted for in JIRA and SWIFT.

Docusign Envelope ID: 19295DBF-F51A-47E4-ACEC-821B4F622D82



D. DPS will submit a budget request for SFY 2025 by January 15, 2024. The cash balance on hand as of the end of any State fiscal year can be carried forward into the next State fiscal year so that the operation of the activities described in the agreement can continue while budgets are being negotiated.

E. Payment of the funds described in 3.1.A and 3.1.B of this agreement are to be made from Federal funds obtained by MDH through Titles XVIII and XIX of the Social Security Act. Notwithstanding section 6 below, if at any time such funds become unavailable, this agreement may be suspended, reduced accordingly, or terminated immediately upon written notice of such fact by MDH to DPS. In the event of a termination, DPS shall be entitled to payment for service provided.

F. This agreement constitutes the whole agreement between the parties, and it is mutually understood that no alterations or variations to the term of this agreement shall be valid unless amendments hereto are made pursuant to Section 6, below. If the agreement is terminated, any funds paid to DPS under the provisions of the agreement which have not been expended or encumbered in accordance with the provisions of this agreement before the date of termination and any property purchased with funds paid to DPS under the provisions of the agreement, shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such property and funds.

G. Pursuant to audit of MDH by CMS (or other federal agency) that results in a loss of funds to MDH, and if loss of such funds are due to non-compliance by DPS with any provisions within this agreement, DPS shall return identified loss of funds to MDH subsequent to written documentation identifying specific details of non-compliance by DPS.

3.2 **TERMS OF PAYMENT.** Payment shall be made by MDH within 30 days of the date of invoice after DPS has presented invoices for services performed to MDH. Invoices shall be submitted, on a monthly basis, by the 15th of every month.

A. Each monthly invoice will be approximately $41,666.

B. The total obligation of MDH for all compensation and reimbursements to DPS under this Agreement will not exceed ~~$500,000.00~~ $877,585.00 ~~for state fiscal year 2024~~.

DEPARTMENT OF HEALTH

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

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

Print Name: Sarah Martin
Signature: Sarah Martin Digitally signed by Sarah Martin Date: 2024.10.15 06:37:47 -05'00'
Title: Accounting Officer Date: 10/15/24
SWIFT Contract No. 236334_3000118048_REQ683

**2. Minnesota Department of Public Safety**
*With delegated authority*

Print Name: DocuSigned by: Amanda Swenson
Signature: Amanda Swenson 9B6739CF3F1B4D7...
Title: Chief Deputy State Fire Marshal Date: 10/16/2024 | 7:03:23 PM CDT

**3. Minnesota Department of Health**
*With delegated authority*

Print Name: DocuSigned by: Martina L Cameron
Signature: Martina L Cameron B9061C6F0BF5405...
Title: Finance Director Date: 10/21/2024 | 8:35:47

Docusign Envelope ID: BBCCA544-10CD-40C1-AF5E-E312559170DE

# State of Minnesota

# Interagency Agreement

SWIFT Contract Number: 236334

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Health and Public Safety.

**Recitals**

**WHEREAS,** the Minnesota Department of Health (MDH) is empowered to enter into interagency agreements pursuant to Minn. Stat. Section 471.59, subd. 10; and

**WHEREAS,** the Minnesota Department of Public Safety (DPS) is empowered to enter into interagency agreements pursuant to Minn. Stat. Section 471.59, Subd 10; and

**WHEREAS,** MDH enters into a biennial agreement with the Minnesota Department of Human Services (DHS), who is the fiscal intermediary between MDH and the Centers for Medicare and Medicaid Services (CMS) for Title XIX of the Social Security Act (Medicaid), to carry out the provisions of Section 1902 of that Act; and

**WHEREAS,** MDH entered into Agreement Identifier Code: HCFA-85 (10/1/93 updated) on February 16, 1994 between the Secretary of the United States Department of Health and Human Services (HHS) and the State of Minnesota to carry out the provisions of Section 1864, 1874, and related provisions of the Social Security Act, Title XVIII (Medicare), Section E (3) of which expressly permits MDH to utilize the service, facilities and records of any other state or local governmental agency or private agency to carry out the functions authorized by the agreement; and

**WHEREAS,** Minnesota Statutes, Chapter 299F.391 requires the Commissioner of DPS, through the State Fire Marshal Division, to develop and enforce a State Fire Code as promulgated pursuant to Minnesota Statutes section 326B.02, subdivision 6, which applies to health care facilities; and

**WHEREAS,** Medicare, Medicaid, and State licensing requires participating health care facilities to be inspected for fire safety, and this agreement reflects full funding from Medicare, Medicaid, and State Licensing funds to complete these surveys; and

**WHEREAS,** the State Fire Marshal Division of DPS has individuals trained and qualified to perform such surveys; and

**WHEREAS,** DPS conducts Life Safety Code surveys as directed by MDH of all health care facilities identified by MDH for Life Safety Code surveys: in accordance with the Centers for Medicare and Medicaid Services (CMS), State Operations Manual (SOM) and Federal HHS/CMS Regional Offices directives, as mandated under federal regulations: Conditions of Participation for Hospitals, 42 CFR 482.41(b); Conditions of Participation for Hospices, 42CFR 416.44(b); Conditions of Participation for Skilled Nursing Facilities and Nursing Facilities, 42 CFR 483.70(a); Standards for Intermediate Care Facilities for the Individuals with Intellectual Disabilities, 42 CFR 483.470 (j); and conditions of the participation for End Stage Renal Disease facilities, 42 CFR 405.2100.

## Agreement

1. **Term of Agreement**

1.1 Effective date. July 1, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Scope of Work**

2.1 **DPS's DUTIES.** DPS shall perform the following functions relative to designated hospitals**,** hospices providing inpatient care, ambulatory surgical facilities, skilled nursing facilities, nursing facilities, intermediate care facilities for the **i**ntellectually disabled, and for facilities that participate in the End Stage Renal Disease Program located within the geographical confines of the State of Minnesota ("Facilities").

2.1.1 DPS shall abide by applicable MDH policies and procedures, as provided and periodically updated by MDH.

2.1.2 Both DPS and MDH will keep real-time communications while conducting business for MDH under this agreement.

2.1.3 In connection with this requirement, DPS employees performing work under this agreement, who test positive for COVID-19 shall be reported to DPS HR.

2.1.4 Conduct Life Safety Code surveys of all Health care facilities as directed by MDH:

A. Conduct initial certification surveys and recertification surveys in accordance with the State Operations Manual, within required time frames.

B. Complete the appropriate Life Safety Code survey forms as provided, online, and specified by MDH for health care facilities.

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C. In conjunction with the surveys of Intermediate Care Facilities for Individuals with Intellectual Disabilities having an Impractical Difficulty Index, determine whether the requirements for use of the Evacuation Difficulty Index have been met by completing page three (3) of Form CMS 2786V. The determination may include, when deemed necessary, conducting tests or fire drills or both, with activation of the building alarm system.

D. Prepare a Statement of Deficiencies in accordance with CMS's Principles of Documentation using software provided by Health and Human Services (HHS). Submit the Statement of Deficiencies to MDH. If there are no deficiencies, send a statement to that effect to MDH within the time frames established by federal rules and operating procedures.

E. Review and approve the Plan of Correction (POC) or consult with the facility to obtain an acceptable POC. Ensure that the length of time indicated for correction of deficiencies is consistent with timeframes specified by CMS.

F. Complete Surveyor time forms for all surveys. Such forms will include codes to indicate State and Federal participation in the survey.

G. When providers apply for a waiver, provide appropriate documentation for recommendation of waivers in accordance with the SOM, Section 2480.

H. Conduct necessary follow-up surveys as scheduled by DPS, within indicated time frames.

I. Submit completed survey forms and reports, including appropriate documentation, to the Licensing and Credentialing section of MDH within 37 days of the survey date.

J. Maintain and make available the financial and time reporting of DPS staff pertaining to the Life Safety Code surveys, reports and recommendations made pursuant to this Agreement for inspection by MDH, DHS or its agents, and appropriate federal agency representatives at any and all reasonable times, as well as provide activity reports, frequency of visits to health care facility reports and workload date as required by MDH.

K. Develop a Quality Improvement Program (QIP) for work conducted under this agreement. The QIP will be conducted on an ongoing basis under this agreement. The QIP's goal is to reduce "should have found" deficiencies cited in comparative surveys conducted by CMS. DPS shall base deficiencies on items such as the Life Safety Code, SOM, Survey and Certification Letters, lessons learned from federal monitoring surveys, communications from CMS, or any other source. When a perceived conflict exists from the different sources, DPS will seek direction on enforcement for MDH.

L. The QIP will address survey specific initiatives for each year of the agreement. Components of the program may include training for providers, conducting quality assurance surveys, review of Statements of Deficiencies, and other items as determined by MDH and/or DPS.

2.1.5 Conduct the Life Safety Code Validation surveys as directed by MDH of Joint Commission Accredited hospitals identified by the HHS, CMS, in accordance with the SOM, Section 3240, or as identified by MDH in accordance with Minnesota Statues section 144.55, subdivision 4.

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A. Validation surveys may be either announced or unannounced, based on Federal directives.

B. Complete the appropriate Life Safety Code survey forms as provided and specified by MDH for hospitals.

C. Prepare a Statement of Deficiencies in accordance with the CMS's Principles of Documentation using software provided by the HHS. Submit the Statement of Deficiencies to MDH.

D. Conduct necessary follow-up surveys as determined by DPS.

E. Comply with requirements of 2.I.A.10 of this Agreement for validation surveys.

2.1.6 Conduct the fire code validation surveys of licensed only facilities as directed by MDH in accordance with the Minnesota State Fire Code or as identified by MDH in accordance with the Minnesota Department of health.

A. Validation surveys may be either announced or unannounced, based on MDH directives.

B. Complete the appropriate Fire Code survey form as specified by MDH.

C. Prepare a statement of deficiencies in accordance with the State Fire Code. Submit the statement of deficiencies to MDH.

2.1.7 Conduct Life Safety Code and Minnesota State Fire Code clearance inspections as directed by MDH of facilities undergoing construction, modification, or remodeling in accordance with the Life Safety Code and Minnesota State Fire Code.

A. Complete the appropriate Life Safety Code and Fire Code survey form as specified by MDH.

B. Prepare a statement of deficiencies in accordance with the Life Safety Code and State Fire Code. Submit the statement of deficiencies to MDH.

2.1.8 All provisions of Section 1902 of the Social Security Act which are made applicable to MDH by the above referenced January 21,1970, agreement between MDH and the HHS, and all provisions of Section 1864 of the Social Security Act which are made applicable to MDH by the above referenced November 23, 1965, agreement between MDH and the HHS, are hereby made applicable to DPS in its performance on behalf of MDH of the duties herein enumerated.

2.2 **MDH's DUTIES.** MDH shall perform the following duties:

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A. Provide DPS in writing a 15-day advance notice of the schedule which identifies the facilities and dates of surveys to be conducted during the following month. The schedule of facilities to be surveyed during the term of this agreement shall be based on annual recertification surveys for skilled nursing facilities, nursing facilities, and intermediate care facilities for the intellectually disabled and a percentage of the non-accredited hospitals, ambulatory surgical centers, hospices, and facilities that participate in the End Stage Renal Disease program as mandated by CMS in their annual budget letter.

B. Provide written notices of changes to the schedule to DPS within ten (10) calendar days that the need for a change is identified.

C. Transmit individual written requests for Life Safety Code and State Fire Code surveys of newly constructed facilities, additions and alterations to existing facilities, Joint Commission Accredited hospitals as requested by CMS or MDH, and facilities receiving Life Safety Code complaints or under adverse action, prior to the Engineering Division's final inspection for clearance.

D. Provide in-service training in cooperation with DPS and provide funding as available and budgeted for basic Life Safety Code surveyor training, and other training as designated and provided for by HHS.

E. Monitor a sample of completed surgery reports and forms for quality, comprehensiveness and consistency and make recommendations for appropriate changes in survey reports and procedures in accordance with Federal regulations and operational policies of MDH.

F. Reimburse DPS for the services performed under the provisions of this agreement, and subsequently pre-approved by the HHS and DHS as part of MDH budget submitted for certification activities.

2.3 **QUAILTY IMPROVEMENT PROGRAM (QIP).** The Life Safety Code Quality Improvement Program (QIP) will be used by DPS and MDH, and QIP will include the following:

A. Continued use of the existing checklist of items to be reviewed during each Life Safety Code survey. Compliance, non-compliance, or non-applicability must be determined for each item on the checklist in order to complete the survey. The checklist will be used to complete the Life Safety Code Survey Report Form and will become part of the surveyor notes. The checklist will be reviewed and updated quarterly by the SFM in accordance with information gained from CMS and the current code.

B. Life Safety Code QIP surveys may be conducted by staff from both the State Fire Marshal Division and the Health Regulation Division. These surveys will be conducted at long-term care facilities. The QIP surveys may be conducted at facilities that have already received a recertification survey (independent of survey), conducted in conjunction with the recertification survey (with surveyor) or assigning a different DPS surveyor to a facility. Supervisory staff from both agencies will determine the exact number and locations of these QIP surveys. The results of these surveys will be discussed at each DPS staff meeting.

C. DPS shall use standard language for each K Tag listed in the Fire Safety Survey Report Form [Form CMS 2786]. The standard language must be used in writing the findings for each Life Safety Code deficiency cited as the result of a Life Safety Code survey.

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D. DPS shall review all completed survey reports and forms for quality, accuracy, and consistency prior to submittal to MDH. DPS will create a peer-review type system where different surveyors review other surveyor's survey reports for quality. Inconsistencies or errors that are corrected will be discussed the each DPS staff meeting.

E. DPS shall attend MDH supervisor meetings to review deficiencies and implement quality improvement strategies to improve quality, accuracy, and consistency.

F. DPS shall review all Life Safety Code Comparative Nursing Home Survey (Federal Monitoring Survey) reports. DPS shall track and compare all Federal Monitoring Survey (FMS) deficiencies with DPS survey deficiencies. This data shall be reviewed by DPS quarterly to track trends and verify improvement in quality over time. DPS will review this data with MDH. These reviews will be used as one tool in measuring the effectiveness of the QIP. All FMS results and deficiencies will be discussed at DPS staff meetings.

G. DPS shall review all Federal Oversight Support Surveys (FOSS). DPS shall track trends and scores on all 6 FOSS measures. A score of less than 3.0 must be addressed and all efforts shall be made to minimize scores below 3.0. All scores and FOSS measures will be discussed at DPS staff meetings.

H. DPS shall develop individual and group training of DPS and MDH staff to ensure consistency throughout the team and to address any inconsistencies with CMS FMS or FOSS scores.

I. Conduct comprehensive training for the State Fire Marshal staff and MDH Engineering Services Section staff as needed. Training may include classroom instruction, written documents, or a combination thereof. In conjunction with 2.3.B of the agreement, training and/or modifications to the method of conducting the Life Safety Code survey will focus on attaining fewer "should have founds" on comparative surveys and documentation errors found by CMS.

J. DPS will document procedures to ensure consistency in surveys. The Documented procedures must be reviewed with DPS healthcare supervisor and MDH engineering manager. These documents shall be updated as changes are made to the survey or lessons learned from Federal surveys.

## 3. Consideration and Payment

3.1 **CONSIDERATION.** Consideration for all services performed by DPS pursuant to this agreement shall be paid by MDH pursuant to this agreement, shall not exceed $500,000.00 and shall be paid as follows:

A. The approved budget amount for the period beginning July 1, 2023, and ending June 30, 2024, is $500,000 which includes indirect costs of $ 43,379 computed at rate of 9.5% of salary and fringe benefit expenditures.

B. The budget amount is a lump sum that MDH shall reimburse DPS for the Federal and MDH shares of the actual cost of the survey services performed under the provisions of the agreement on a monthly basis as invoiced by DPS. This contract pays for the survey hours and non-salary costs to accomplish the surveys. MDH expects to survey all of the tier 1 surveys for CMS and some of the surveys for tiers 2, 3 and 4.

C. DPS will verify expenses and staffing levels are accurately accounted for in JIRA and SWIFT.

Docusign Envelope ID: BBCCA544-10CD-40C1-AF5E-E312559170DE

D. DPS will submit a budget request for SFY 2025 by January 15, 2024. The cash balance on hand as of the end of any State fiscal year can be carried forward into the next State fiscal year so that the operation of the activities described in the agreement can continue while budgets are being negotiated.

E. Payment of the funds described in 3.1.A and 3.1.B of this agreement are to be made from Federal funds obtained by MDH through Titles XVIII and XIX of the Social Security Act. Notwithstanding section 6 below, if at any time such funds become unavailable, this agreement may be suspended, reduced accordingly, or terminated immediately upon written notice of such fact by MDH to DPS. In the event of a termination, DPS shall be entitled to payment for service provided.

F. This agreement constitutes the whole agreement between the parties, and it is mutually understood that no alterations or variations to the term of this agreement shall be valid unless amendments hereto are made pursuant to Section 6, below. If the agreement is terminated, any funds paid to DPS under the provisions of the agreement which have not been expended or encumbered in accordance with the provisions of this agreement before the date of termination and any property purchased with funds paid to DPS under the provisions of the agreement, shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such property and funds.

G. Pursuant to audit of MDH by CMS (or other federal agency) that results in a loss of funds to MDH, and if loss of such funds are due to non-compliance by DPS with any provisions within this agreement, DPS shall return identified loss of funds to MDH subsequent to written documentation identifying specific details of non-compliance by DPS.

3.2 **TERMS OF PAYMENT.** Payment shall be made by MDH within 30 days of the date of invoice after DPS has presented invoices for services performed to MDH. Invoices shall be submitted, on a monthly basis, by the 15th of every month.

A. Each monthly invoice will be approximately $41,666.

B. The total obligation of MDH for all compensation and reimbursements to DPS under this Agreement will not exceed $500,000 for state fiscal year 2024.

3.3 **CONDITIONS OF PAYMENT.** All services provided by DPS under this Agreement must be performed to MDH's satisfaction, as determined at the sole discretion of MDH's Authorized Representative.

3.4 **AUTHORIZED REPRESENTATIVE**

MDH's Authorized Representative is Robert Dehler, P.E. Program Manager, Engineering Services Section, Minnesota Department of Health, Health Regulation Division, 85 East Seventh Place, Suite 220, St. Paul, Minnesota 55101 (651) 201-3710, or his/her successor or delegate.

DPS's Authorized Representative is Amanda Swenson, Chief Deputy State Fire Marshal, Minnesota Department of Public Safety, State Fire Marshal Division, 445 Minnesota Street, Suite 145, St. Paul, Minnesota 55101-5145 (651) 201-7202, or his/her successor or delegate.

Docusign Envelope ID: BBCCA544-10CD-40C1-AF5E-E312559170DE

4. **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.

5. **Liability**

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

6. **Termination**

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

Docusign Envelope ID: BBCCA544-10CD-40C1-AF5E-E312559170DE

**1. State Encumbrance Verification**

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

Print Name: Christina Mish

Signature: Christina Mish Digitally signed by Christina Mish Date: 2023.09.18 07:59:14 -05'00'

Title: Accounting Officer Date: 9/18/2023

SWIFT Contract No.236334/3-106754/REQ 9319

**2. Minnesota Department of Public Safety**

*With delegated authority*

Print Name: Amanda Swenson

Signature: DocuSigned by: Amanda Swenson 9B6739CF3F1B4D7...

Title: Chief Deputy State Fire Marshal Date: 9/22/2023 | 8:19:49 AM PDT

**3. Minnesota Department of Health**

*With delegated authority*

Print Name: Martina L Cameron

Signature: DocuSigned by: Martina L Cameron B9061C6F0BF5405...

Title: Finance Director Date: 9/22/2023 | 4:39:57 PM

DocuSign Envelope ID: 6F846EEC-C2F4-4BEC-AACA-932BAE3C435D

# State of Minnesota

# Interagency Agreement

SWIFT Contract Number: 239015

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Health (MDH) and The Minnesota Department of Agriculture (MDA).

**Agreement**

**1. Term of Agreement**

1.1 Effective date. September 25, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

MDH shall:

1.3 Provide support, in the form of knowledge, networking, and resources to MDA's Drug Residue Prevention Program team, as able and needed.

MDA shall:

1.4 Develop educational and outreach resources and tools that can be used to promote antibiotic stewardship in the livestock industry and distribute for use by livestock industry practitioners.

1.5 Work collaboratively with the MDH, and industry association representatives to share information about current practices in the livestock industry, and efforts being made to improve antibiotic stewardship across sectors. This is an ongoing process through meetings, advisory groups, and from any activities dealing with the livestock industry.

1.6 Develop methods for collecting data on current uses of veterinary drugs on farms and assessing progress towards antibiotic stewardship compliance. Share information with MDH and industry practitioners for knowledge and utilization of industry practices.

1.7 Perform outreach to livestock producers and other industry partners that is based on an assessment of industry knowledge gaps and the current industry practices. Outreach may be in the form of attendance and dissemination at meetings, in advisory groups, through media, in newsletters, and any other form of outreach practiced by MDA.

1.8 Conduct regular outreach visits with livestock producers to collect information, share best practices, and discuss ways to improve stewardship in their approach to the treatment of livestock with

DocuSign Envelope ID: 6F846EEC-C2F4-4BEC-AACA-932BAE3C435D

antibiotics. This may be at quarterly meetings, as specific issues come up at livestock sites, during livestock events, etc.

1.9 Provide monthly reports to MDH on all activities provided as listed above.

**3. Consideration and Payment**

MDH will pay MDA $6,000.00 per month until the total obligation has been met, for duties performed monthly as stated above. MDA will submit monthly invoices to MDH clarifying duties completed during the previous month.

The total obligation of MDH for all compensation and reimbursements to MDA under this Agreement will not exceed $50,000.00.

**4. Conditions of Payment**

All services provided by MDA under this Agreement must be performed and approved, as determined at the sole discretion of MDH's Authorized Representative.

**5. Authorized Representative**

MDH's Authorized Representative is Kristen Clark, Director for Minnesota One Health Antibiotic Stewardship Collaborative, 625 Robert Street N, St. Paul, MN 55155, (651) 201-5842, kristen.clark@state.mn.us, or his/her successor or delegate.

MDA's Authorized Representative is Nicole Neeser, Dairy and Meat Inspection Division Director, 625 Robert Street North, St. Paul, MN 55155, (651) 201-6225, nicole.neeser@state.mn.us , or his/her successor or delegate.

**6. Amendments**

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

**7. Liability**

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

**8. Termination**

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

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

Print Name: Christina Mish

Signature: Christina Mish Digitally signed by Christina Mish Date: 2023.11.06 10:52:23 -06'00'

Title: Accounting Officer Date: 11/6/2023

SWIFT Contract No. 239015/3-108241/REQ 9765

**2. Minnesota Department of Health**
*With delegated authority*

Print Name: DocuSigned by: Martina L Cameron

Signature: Martina L Cameron B9061C6F0BF5405...

Title: Finance Director Date: 11/9/2023 | 10:35:36

**3. Minnesota Department of Agriculture**
*With delegated authority*

Print Name: DocuSigned by: Nicole Neeser

Signature: Nicole Neeser C037D04CCEF6410...

Title: Dairy and Meat Inspection Division Director Date: 11/6/2023 | 3:23:21 P

Docusign Envelope ID: A9DBF2DB-1EE6-4BE6-93B2-07A1ECFDE885

# AMENDMENT COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

**Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: Minnesota Department of Health **Name of Contractor**: Minnesota Department of Agriculture

**Current Contract Term**: September 25, 2023 – June 30, 2024 **Project Identification**: SWIFT IAA 239015

*Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.*

**What changes are being made to the to the Agreement? Complete appropriate box(es) for the amendment submitted.**

**1.** ☒ **Amendment to the Expiration Date of the Agreement:**

a. Proposed New Expiration Date: June 30, 2025

b. Why is it necessary to amend the Expiration Date? Work continues to be needed for the Drug Residue Program

**2.** ☒ **Amend Duties and Cost** ☐ **Amend Duties Only**

a. Describe the amendment: The amendment will extend the expiration date for one year and provide additional funds to cover the extended time period.

b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

Original Agreement: $50,000.00
Amendment 1: $50,000.00

**3.** ☐ **Amendment to change other terms and conditions of the Agreement:**

a. Describe the changes that are being made:

Docusign Envelope ID: A9DBF2DB-1EE6-4BE6-93B2-07A1ECFDE885

# Amendment 1 to SWIFT Interagency Agreement No. 239015

| | | | |
|---|---|---|---|
| Contract Effective Date: | September 25, 2023 | Total Contract Amount: | $100,000.00 |
| Original Contract Expiration Date: | June 30, 2024 | Original Contract: | $50,000.00 |
| Current Contract Expiration Date: | June 30, 2024 | Previous Amendment(s) Total: | $0 |
| Requested Contract Expiration Date: | June 30, 2025 | This Amendment: | $50,000.00 |

This amendment is by and between the State of Minnesota, acting through its Commissioner of the Department of Health ("MDH or State") and the Minnesota Department of Agriculture (MDA). State and Contractor may be referred to jointly as "Parties."

## Recitals

**1.** The Minnesota Department of Health has an Interagency Agreement with the Minnesota Department of Agriculture identified as SWIFT Agreement 239015 ("Original Agreement") to provide.

**2.** Because work continues to be needed for the Drug Residue Program, this amendment will provide a new expiration date and increase funding to cover the time extension.

**3.** MDH and MDA are willing to amend the Original Agreement as stated below.

## Contract Amendment

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

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

1.1 Effective date. September 25, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. ~~June 30, 2024~~ June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2. Clause 3. "Consideration and Payment" is amended to add**:

MDH will pay MDA $6,000.00 per month until the total obligation has been met, for duties performed monthly as stated above. MDA will submit monthly invoices to MDH clarifying duties completed during the previous month.

The total obligation of MDH for all compensation and reimbursements to MDA under this Agreement will not exceed ~~$50,000.00~~ $100,000.00.

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

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

Print Name: Sarah Martin

Signature: Sarah Martin Digitally signed by Sarah Martin Date: 2024.07.10 08:06:57 -05'00'

Title: Accounting Officer Date: 7/10/2024

SWIFT Contract No. 239015_3000114381

**2. Minnesota Department of Health**
*With delegated authority*

Print Name: DocuSigned by: Martina L Cameron

Signature: Martina L Cameron B9061C6F0BF5405...

Title: Finance Director Date: 7/16/2024 | 1:31:39 PM CDT

**3. Minnesota Department of Agriculture**
*With delegated authority*

Print Name: Nicole Neeser

Signature: DocuSigned by: Nicole Neeser C037D04CCEF6410...

Title: Dairy and Meat Inspection Division Direct Date: 7/15/2024 | 8:12:37 A

Docusign Envelope ID: EA0984E5-4243-45F1-883A-D25AF644EAA4

# AMENDMENT COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

**Instructions:**

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2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: Minnesota Department of Health **Name of Contractor**: Minnesota Department of Agriculture

**Current Contract Term**: September 25, 2023 – June 30, 2025 **Project Identification**: SWIFT IAA 239015

*Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.*

**What changes are being made to the to the Agreement? Complete appropriate box(es) for the amendment submitted.**

**1.** ☒ **Amendment to the Expiration Date of the Agreement:**

a. Proposed New Expiration Date: June 30, 2028

b. Why is it necessary to amend the Expiration Date? Work continues to be needed for the Drug Residue Program

**2.** ☒ **Amend Duties and Cost** ☐ **Amend Duties Only**

a. Describe the amendment: The amendment will extend the expiration date and provide additional funds to cover the extended time period.

b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

| | |
|---|---|
| Original Agreement: | $50,000.00 |
| Amendment 1: | $50,000.00 |
| Amendment 2: | $50,000.00 |

**3.** ☐ **Amendment to change other terms and conditions of the Agreement:**

a. Describe the changes that are being made:

Docusign Envelope ID: EA0984E5-4243-45F1-883A-D25AF644EAA4

# Amendment 2 to SWIFT Interagency Agreement No. 239015

| | | | |
|---|---|---|---|
| Contract Effective Date: | September 25, 2023 | Total Contract Amount: | $150,000.00 |
| Original Contract Expiration Date: | June 30, 2024 | Original Contract: | $50,000.00 |
| Current Contract Expiration Date: | June 30, 2025 | Previous Amendment(s) Total: | $50,000.00 |
| Requested Contract Expiration Date: | June 30, 2028 | This Amendment: | $50,000.00 |

This amendment is by and between the State of Minnesota, acting through its Commissioner of the Department of Health ("MDH or State") and the Minnesota Department of Agriculture (MDA). State and Contractor may be referred to jointly as "Parties."

## Recitals

**1.** The Minnesota Department of Health has an Interagency Agreement with the Minnesota Department of Agriculture identified as SWIFT Agreement 239015 ("Original Agreement") to provide educational and outreach resources and tools that can be used to promote antibiotic stewardship in the livestock industry and distribute for use by livestock industry practitioners.

**2.** Because work continues to be needed for the Drug Residue Program, this amendment will provide a new expiration date and increase funding to cover the time extension.

**3.** MDH and MDA are willing to amend the Original Agreement as stated below.

## Contract Amendment

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

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

1.1 Effective date. September 25, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. ~~June 30, 2025~~ June 30, 2028, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2. Clause 3. "Consideration and Payment" is amended to add**:

MDH will pay MDA $6,000.00 per month until the total obligation has been met, for duties performed monthly as stated above. MDA will submit monthly invoices to MDH clarifying duties completed during the previous month.

The total obligation of MDH for all compensation and reimbursements to MDA under this Agreement will not exceed ~~$100,000.00~~ $150,000.00.

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

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

Print Name: Sarah Martin

Signature: Sarah Martin Digitally signed by Sarah Martin Date: 2025.07.02 10:39:53 -05'00'

Title: Accounting Officer Date: 7/2/2025

SWIFT Contract No. 239015_3000124061_2416

**2. Minnesota Department of Health**
*With delegated authority*

Print Name: Signed by: Eric Pederson

Signature: Eric Pederson 59D3944703644DF...

Title: Manager, Contracts Date: 7/7/2025 | 1:08:47 PM CDT

**3. Minnesota Department of Agriculture**
*With delegated authority*

Print Name: DocuSigned by: Andrea Vaubel

Signature: Andrea Vaubel A052B92710EE430...

Title: Deputy Commissioner Date: 7/7/2025 | 6:53:35 A

Docusign Envelope ID: 3212A10D-0EFF-4E19-8FCF-2C18A4969BFE

# AMENDMENT COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

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3. Admin will retain this cover sheet for its files.

**Agency**: Minnesota Department of Health **Name of Contractor**: Minnesota Board of Pharmacy

**Current Contract Term**: December 26, 2023- Aug 31, 2028 **Project Identification**: SWIFT contract # 240681

*Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.*

**What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**

**1.** ☐ **Amendment to the Expiration Date of the contract**

   a. Proposed New Expiration Date:

   b. Why is it necessary to amend the Expiration Date?

**2.** ☒ **Amend Duties and Cost** ☐ **Amend Duties Only**

   a. Describe the amendment: Revising budget to reflect the reallocation of funding from Contractual Services to Salary & Fringe Benefits. In addition, we are adding applicable required contract clauses that were not part of the original contract.

   b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

**3.** ☐ **Amendment to change other terms and conditions of the contract:**

   a. Describe the changes that are being made:

Docusign Envelope ID: 3212A10D-0EFF-4E19-8FCF-2C18A4969BFE

# Amendment 2 to SWIFT Contract No. 240681

| | | | |
|---|---|---|---|
| Contract Effective Date: | December 26, 2023 | Total Contract Amount: | $500,000 |
| Original Contract Expiration Date: | August 31, 2028 | Original Contract: | $500,000 |
| Current Contract Expiration Date: | August 31, 2028 | Previous Amendment(s) Total: | $0 |
| Requested Contract Expiration Date: | August 31, 2028 | This Amendment: | $0 |

This amendment is by and between the State of Minnesota, acting through its commissioner of Health ("State") and Minnesota Board of Pharmacy whose designated business address is 335 Randolph Avenue, St. Paul, MN 55102 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

## Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract Number 240681 ("Original Contract") to maintain and expand bi-directional electronic data sharing with partnering state jurisdictions, expand access for providers to search the Prescription Drug Monitoring Program (PDMP). Implement universal registration and use among clinicians and their delegates, maintain, and increase compliance, and provide education and outreach. Maintain and increase compliance of Minnesota licensed pharmacies with the Board of Pharmacy's requirements for reporting dispensations and correcting errors. And maintain and expand integration of the MN PMP within electronic health records (EHR) and pharmacy dispensing software (PDS).

2. The original contract is being amended to revise the budget to reflect the reallocation of funding from Contractual Services to Salary & Fringe Benefits. In addition, we are adding applicable required contract clauses that were not part of the original contract.

3. The State and the Contractor are willing to amend the Original Contract as stated below.

## Contract Amendment

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

**REVISION 1.** Clause 3 "**Consideration and Payment"** is amended as follows:

The total obligation of MDH for all compensation and reimbursements to BOP under this Agreement will not exceed $500,000. ($100,000 per grant year as defined below).

| Total Budget | |
|---|---|
| **Category** | **Amount** |
| Salary & Fringe Benefits | ~~$0~~ $40,000 |
| Contractual Services | ~~$444,545.45~~ $399,545.45 |
| IT Services/ Software License | $5,000.00 |
| Travel | $10,000.00 |
| Supplies and Other Expenses | $0 |
| **Subtotal (Direct Costs)** | $454,545.45 |
| | |
| Indirect @10% | $45,454.55 |
| **Total** | **$500,000.00** |

Invoices must be submitted monthly and contain appropriate documentation supporting the contractual expenditures.

Year 1: Date of execution – August 31, 2024 (invoices due by the 15th of each month)
Year 2: September 1, 2024 – August 31, 2025 (invoices due by the 15th of each month)
Year 3: September 1, 2025 – August 31, 2026 (invoices due by the 15th of each month)
Year 4: September 1, 2026 – August 31, 2027 (invoices due by the 15th of each month)
Year 5: September 1, 2027 – August 31, 2028 (invoices due by the 15th of each month)

Docusign Envelope ID: 3212A10D-0EFF-4E19-8FCF-2C18A4969BFE

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

Print Name: _____

Signature: Ann Zeimet Digitally signed by Ann Zeimet Date: 2025.02.19 14:07:07 -06'00'

Title: ACCOUNTING OFFICER Date: _____

SWIFT Contract No. 240681/ 3000117599/ REQ 1503 __

**2. Contractor**
*The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: Aaron Patterson

Signature: Signed by: Aaron Patterson

Title: Interim Exec.Dir Board of Pharmacy Date: 2/24/2025 | 9:26:56 AM CST

**3. State Agency**
*With delegated authority*

Print Name: Martina L Cameron

Signature: DocuSigned by: Martina L Cameron

Title: Finance Director Date: 2/25/2025 | 2:09:35

**4. Commissioner of Administration**
*As delegated to The Office of State Procurement*

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

DocuSign Envelope ID: CFE8D8E3-69CD-4606-8E73-FF7259C41659

# State of Minnesota

# Interagency Agreement

SWIFT Contract Number: 249601

This Interagency Agreement ("Agreement") is between the Minnesota Department of Health (MDH) and the Minnesota Department of Human Services (DHS).

**Recitals**

Under Minnesota Statutes § 471.59, subd. 10, MDH and DHS are empowered to engage such assistance as deemed necessary.

MDH and DHS are empowered to enter into interagency agreements pursuant to Minnesota Statutes section 471.59, subdivision10.

MDH is empowered to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness, disease, injury and violence pursuant to Minnesota Statutes, section 144.05, subdivision 1(b); and

Under Minnesota Statutes § 144.0528, the commissioner of health shall establish a comprehensive drug overdose and morbidity program to conduct comprehensive drug overdose and morbidity prevention activities, epidemiologic investigations and surveillance, and evaluation to monitor, address, and prevent drug overdoses statewide through integrated strategies.

Russel Herder will utilize the KnowTheDangers brand and website, to amplify the reach of overdose prevention messaging to ensure that priority populations are receiving the education and resources needed to prevent overdoses in their communities. Russel Herders creative team will create a salient media campaign tailored for multiple audiences across the state. All messaging will be focused on the following topic areas culturally specific messaging, Minnesota Youth messaging, and mental health and stigma messaging.

## Agreement

### 1. Term of Agreement

1.1 Effective date. June 1, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Scope of Work**

DHS shall work with Russell Herder to enhance substance use prevention efforts through the creation and implementation of a comprehensive media, and community engagement campaign. This work will be housed under the KnowTheDangers brand and website. The proposed campaign will focus on the following topic areas:

1) culturally specific overdose prevention messaging,
    a. Target Audiences: American Indians and Black Minnesotans

2) youth substance use prevention messaging, and
    a. Target age range: 14-24 years

3) stigma and mental health messaging.
    a. Messaging that aims to reduce the stigma surrounding substance abuse and also to increase awareness of the connection between substance use, substance use disorder, and mental health

Deliverables will include, but are not limited to, KnowTheDangers.com website development, social media messaging/advertising, video/podcast production, community outreach/engagement, message testing, and evaluation. Other deliverables will be centered around community engagement and the maintenance of governmental and community partnerships that have been previously established by Russel Herder.

More specifically, DHS will ensure Russell Herder completes the following:

1. Russell Herder will conduct a total of three cocreated sessions with the above identified groups; two groups in the first year and one in each of the following years
    a. The first session will include a focused conversation on knowledge and experiences with substance abuse in their communities to better understand thoughts and feelings about stigma associated with use; understanding of why individuals in their communities may use, (informed by an understanding of cultural trauma, social determinants of health, and the correlations between mental health, and substance use) ; and knowledge of the drug landscapes, prevention efforts, harm reduction, and recovery.
    b. Message testing using existing campaigns to understand what resonates and what does not
    c. Based on the information and insights gathered from this first group, Russell Herder will work with lead cocreation partners to create a campaign for their community
    d. In the second sessions, Russell Herder will present the creative campaign strategy and approach as well as sample communications to the group to gather additional feedback and reactions. These groups will play an invaluable role to provide actionable feedback to ensure communications will reach and resonate with individuals within their communities.
2. Based on conversations and cocreation workshops, Russell Herder will work to create messaging and culturally relevant education and awareness campaigns specific for these culturally specific communities.

3. **Consideration and Payment**

MDH will compensate DHS in the amount of $200,000.00 each state fiscal year for four years towards the creation of a statewide overdose prevention media campaign with State fiscal years defined as follows:

SFY 2024: Date of Execution – 6/30/2024
SFY 2025: 7/1/2204 – 6/30/2025
SFY 2026: 7/1/2025 – 6/30/2026
SFY 2027: 7/1/20206 – 6/30/2027

- Please note that funds can be carried forward into the following State Fiscal year and spendable up to an additional 12 months. SFY2027 must be spent no later than 6/30/2028

DHS will send monthly invoices to MDH by the 15th of each month. MDH will promptly review and pay invoices.

The total obligation of MDH for all compensation and reimbursements to DHS under this Agreement will not exceed $800,000 according to the following budget:

| **Contract Budget** | | |
|---|---|---|
| **Category** | **Amount Year 1** | **Amount Years 2,3,4:** |
| **Cocreation Groups** | $ 90,800.00 | |
| **Year 1:** | | |
| Russell herder - $49,060 | | |
| External Partners - $41,740 | | |
| **Years 2-4:** | | $ 45,400.00 |
| Russell Herder - $24,530 | | |
| External Partners - $20,870 | | |
| **Creative Development** | $ 82,960.00 | |
| **Year 1:** | | |
| Russell Herder - $58,960 | | |
| External Partners - $24,000 | | |
| **Years 2-4:** | | $ 41,480.00 |
| Russell Herder - $29,480 | | |
| External Partners - $12,000 | | |
| **Campaign Launch and Management** | $ 26,240.00 | |
| **Year 1:** | | |
| Russell Herder - $15,000 | | |
| External Partners - $11,240 | | |
| **Years 2-4:** | | $ 113,120.00 |
| Russell Herder - $39,000 | | |
| External Partners - $74,120 | | |
| **Budget Totals by Year** | **$ 200,000.00** | **$ 600,000.00** |
| **Total Contract Budget** | **$800,000.00** | |

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4. **Conditions of Payment**

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

5. **Authorized Representative**

MDH's Authorized Representative is Thomas Lyden, Communications Coordinator, 652 Robert St. N, P.O. Box 64975. St. Paul, MN 55164-0975, 651-201-5785, Thomas.lyden@state.mn.us, or his/her successor or delegate.

DHS's Authorized Representative is Kristine Preston, Deputy Assistant Commissioner, Behavioral Health, 444 Lafayette Road, St. Paul MN 55155, 651-431-2618, or his/her successor or delegate.

6. **Amendments**

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

7. **Liability**

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

8. **Termination**

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

DocuSign Envelope ID: CFE8D8E3-69CD-4606-8E73-FF7259C41659

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

Print Name: Sarah Martin

Signature: Sarah Martin Digitally signed by Sarah Martin Date: 2024.05.21 06:32:41 -05'00'

Title: Accounting Officer Date: 5/21/24

SWIFT Contract No. 249601_3000113479

2. **Minnesota Department of Health**
   *With delegated authority*

Print Name: Martina L Cameron

DocuSigned by:

Signature: Martina L Cameron

B9061C6F0BF5405...

Title: Finance Director Date: 5/22/2024 | 9:59:33 AM CDT

3. **Minnesota Department of Human Services**
   ***With delegated authority***

Kristine Preston

Print Name: DocuSigned by:

Signature:

904E44905FD84D3...

Title: Deputy Assistant Commissioner Date: 5/21/2024 | 8:29:03 PM

DHS contract #249551

Docusign Envelope ID: B5819D06-0DB4-41B5-B058-1656520BADF4

# AMENDMENT COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

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2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: Minnesota Department of Health **Name of Contractor**: Minnesota Department of Commerce

**Current Contract Term**: 7/1/2024 – 6/30/2025 **Project Identification**: Financial and Regulatory IAA

*Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.*

**What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**

**1. ☒ Amendment to the Expiration Date of the contract**

a. Proposed New Expiration Date: 6/30/2027

b. Why is it necessary to amend the Expiration Date?
The Minnesota Department of Health (MDH) regulates Health Maintenance Organizations (HMOs), and the Minnesota Department of Commerce (COMM) regulates health insurance companies. Regulatory activities are similar across both agencies, so MDH contracts with COMM to assist with providing financial regulation and oversight and actuarial review, to limit duplication across departments. This amendment extends the existing agreement another two years, as the work is generally the same from year to year, rather than negotiating a new agreement each year.

**2. ☒ Amend Duties and Cost ☐ Amend Duties Only**

a. Describe the amendment:

The Minnesota Department of Health (MDH) regulates Health Maintenance Organizations (HMOs), and the Minnesota Department of Commerce (COMM) regulates health insurance companies. Regulatory activities are similar across both agencies, so MDH contracts with COMM to assist with providing financial regulation and oversight and actuarial review, to limit duplication across departments. This amendment extends the existing agreement another two years, and adds clarification on new work relating to financial transactions with HMOs. The review of financial transactions is a new regulatory requirement for MDH related to HMOs, but COMM already conducts these reviews.

b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

| | |
|---|---|
| Original Contract | $ 400,000.00 |
| Amendment 1 | $ 800,000.00 |
| TOTAL | $1,200,000.00 |

**3. ☐ Amendment to change other terms and conditions of the contract:**

a. Describe the changes that are being made:

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# Amendment 1 to SWIFT Contract No. 254056

| | | | |
|---|---|---|---|
| Contract Effective Date: | 7/1/2024 | Total Contract Amount: | $1,200,000.00 |
| Original Contract Expiration Date: | 6/30/2025 | Original Contract: | $ 400,000.00 |
| Current Contract Expiration Date: | 6/30/2025 | Previous Amendment(s) Total: | |
| Requested Contract Expiration Date: | 6/30/2027 | This Amendment: | $ 800,000.00 |

This amendment to an Interagency Agreement is by and between the Minnesota Department of Health ("MDH") and the Minnesota Department of Commerce (Commerce), collectively "the agencies."

## Recitals

1. MDH and Commerce have entered into an Interagency Agreement, dated July 1, 2024, SWIFT contract number 254056, to ensure a coordinated regulation of all health insurance companies offering products in Minnesota, in accordance with statute and rule, in a manner that promotes efficiencies and avoids duplication of effort and costs.

2. Health insurance regulatory activities take place every year, and the agreement is needed to continue coordination between the agencies.

3. The agencies are willing to amend the Original Agreement as stated below.

## Contract Amendment

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

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

1. **Term of Agreement**

Effective date. July 1, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

Expiration date. ~~June 30, 2025~~June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Clause 2 **"Scope of work"** is amended to add:

2. **Scope of Work**

2.1 Commerce shall provide the following billable services:

2.1.1 Assume responsibility for the duties specified in this Agreement related to financial solvency monitoring, regulation, rehabilitation and liquidation of all entities that are licensed or applying for licensure under Chapters 62D, 62N or 62T, and of all county boards or groups of county boards that purchase or provide or that are proposing to purchase or provide health care services under Minnesota Statutes section 256B.692. Entities that are licensed under Chapters 62D, 62N or 62T shall hereinafter be collectively referred to as "Minnesota Department of Health (MDH)-regulated health plan companies." County boards and groups of county boards that elect to purchase or provide health care

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services under Minnesota Statutes section 256B.692 shall hereinafter be collectively referred to as "county-based purchasers." These services shall include but not be limited to:

2.1.1.1 Schedule and conduct financial examinations as required and permitted by statutes. Financial examinations shall be conducted in a manner consistent with Minnesota law and standards developed by the National Association of Insurance Commissioners (NAIC). Commerce will conduct examinations using procedures contained in the NAIC Financial Condition Examiners Handbook. Except where Minnesota law is more specific, Commerce will determine compliance based on the accounting practices and procedures contained in the NAIC Accounting Practices and Procedures manual, and the NAIC Health Annual Statement Instructions. (Financial Examinations)

2.1.1.2 Review and analyze periodic financial reports filed by MDH-regulated health plan companies and by county-based purchasers; (Financial Analysis)

2.1.1.3 Within 30 business days of receiving each annual and electronic quarterly financial statements filed by any MDH-regulated health plan company, provide a copy of the report to the Managed Care Systems Section of MDH either vie electronic version for quarterly reports, or electronic and hardcopy for annual reports to 625 Robert St. North 3A, St. Paul, Minnesota; (Financial Analysis)

2.1.1.4 Within 30 business days of receiving each annual and quarterly financial statements filed by any entity under contract for prepaid Medicaid services with the Minnesota Department of Human Services, provide an electronic copy of the report to the Purchasing and Service Delivery Division of the Minnesota Department of Human Services; (Financial Analysis)

2.1.1.5 Within 60 days of receiving each annual financial report of Minnesota Health Maintenance Organizations (HMOs), provide a summary report of the premium revenue reported by all HMOs for the purpose of calculating the annual surcharge pursuant to MS 256.9657 Sub. 3 by the Department of Human Services; (Health Actuarial)

2.1.1.6 Report the findings of financial examinations and/or financial analysis reviews to the Commissioner of Health via the Health Policy Division Director;

2.1.1.7 Recommend enforcement or other remedial action to the Commissioner of Health via the Health Policy Division Director within 10 business days of receiving information that may require this type of action by MDH;

2.1.1.8 Review applications by entities seeking certificates of authority, licenses or approvals under chapters 62D (HMOs), 62N (CISNs) and 62T (community purchasing arrangements), and make recommendations to the Commissioner of Health regarding the applicant's compliance with the financial requirements; (Financial Analysis)

2.1.1.9 Review preliminary and final proposals submitted by entities that are or wish to be county-based purchasers, and make recommendations to the Commissioner of Health regarding the entity's compliance with the financial requirements and solvency; (Financial Analysis)

2.1.1.10 Communicate/correspond directly with MDH-regulated health plan companies or applicants and with entities that are or wish to be county-based purchasers to the extent necessary to accomplish the tasks set forth above; and (Financial Analysis)

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

2.1.1.12 Subcontract for additional financial or policy work the scope and cost of which is mutually agreed upon in writing by both agencies.

2.1.2 Assume responsibility for providing all actuarial services necessary to ensure that MDH-regulated health plan companies or applicants for licensure under Minn. Stat. Chapters 62D, 62N and 62T comply with all financial and rate filing requirements. These services shall include but not be limited to: (Health Actuarial)

2.1.2.1 Review rate filings and rate increase filings for compliance with statutory requirements contained primarily in Minnesota Statutes Chapters 62A and 62L, including:

2.1.2.1.1 Review actuarial memoranda sent with filings for correctness and compliance with Actuarial Standards of Practice and identifying any issues to address deficiencies;

2.1.2.1.2 Make recommendations to the Commissioner of Health that rate filings be approved or disapproved;

2.1.2.2 Provide actuarial support to financial examiners with regard to actuarially correct calculations and reporting of actuarial items such as claim reserves, premium reserves and provider contract liabilities, including;

2.1.2.2.1 Provide actuarial support to desk auditors, including review of annual and quarterly statements as well as audited financial statements required by Minnesota Statutes section 62D.09;

2.1.2.2.2 Review the MDH-regulated health plan company or applicant's calculation of their risk-based capital and related information that appears in their annual statements;

2.1.2.3 Review any actuarial opinions provided by MDH-regulated health plan companies or applicants for licensure or certificate of authority; and

2.1.2.4 Assist with the review of transactions reported to MDH under Minnesota Statutes 62D.221.

2.1.2.45 Provide other miscellaneous support, such as providing technical information to the legislature and MDH relating to proposed legislation.

2.2 Commerce shall provide the following non-billable services:

2.2.1 Provide consultation services to MDH with respect to impact of financial and rate regulation in connection with approval or disapproval of policies, certificates of coverage, provider agreements, management agreements and similar documents that arise in connection with MDH's jurisdiction.

2.2.1.1 MDH will send copies of documents to Commerce and identify any special issues for which consultation is sought.

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2.2.1.2 Commerce will respond with recommendations to MDH within 15 business days of receipt of documents from MDH. Expedited reviews will be addressed on a case-by-case basis.

2.2.2 Provide consultation services to MDH with respect to investigation of financial and premium rate complaints that arise in connection with MDH's investigation of consumer complaints under its jurisdiction.

2.2.2.1 Review those cases or portions of cases referred by MDH that fall within Commerce special financial expertise;

2.2.2.2 Perform any research or investigation necessary to appropriately analyze the issues referred;

2.2.2.3 If providing such services requires retention of third-party vendors, for duties as described in 2.1.1.12., Commerce will consult and confirm with MDH the need for procurement of services. In addition, Commerce shall be responsible for the contracting for such third-party services and invoice MDH for the proportion related to those duties.

2.2.2.4 Provide a report to MDH setting forth its conclusion as to the financial matters at issue, and its recommendations for any action it believes MDH should take regarding the financial matters; and

2.2.2.5 Keep records of its research and investigation into financial matters referred by MDH and make the records available to MDH on request.

2.2.3 As ordered by the Commissioner of Commerce, implement recommendations for corrective or disciplinary action proposed by MDH in connection with cases referred by Commerce to MDH with respect to health care issues.

2.2.4 Keep records, of duties performed under this agreement and make the records available to MDH upon request. Commerce will provide a detailed report of prior year end examination costs by company name when requested by MDH and no later than August 31st of each year.

2.2.5 Participate, upon request, in support of any administrative or judicial proceeding related to a regulatory action undertaken by MDH insofar as the action is based on Commerce's recommendations regarding financial matters.

2.2.6 Provide MDH with the opportunity to review transaction reviews that, due to holding company structure, are reportable to both MDH and Commerce. MDH must complete review within 10 business days.

2.2.~~6~~7 Upon request, provide consultation on legislative proposals that may impact both agencies or health insurance more generally.

2.3 MDH provide the following non-billable services:

2.3.1 Provide consultation services to Commerce with respect to utilization review organization registration, monitoring and regulation of all entities subject to Chapter 62M and arrangements for differential coverage through providers designated by an insurer subject to Minnesota Statutes section 72A.20, Subd. 15.

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2.3.1.1 If requested by Commerce, MDH will review applications, annual submissions, consumer complaints or other issues that fall within its special statutory health care expertise;

2.3.1.2 Perform any research or investigation necessary to appropriately analyze the issues referred;

2.3.1.3 Provide a report to Commerce setting forth its conclusions as to the health care matters at issue, and its recommendations for any action it believes Commerce should take regarding the health care matters; and

2.3.1.4 Keep records of its research and investigation into health care matters referred by Commerce, and will make the records available to Commerce upon request.

2.3.2 Provide consultation services to Commerce with respect to issues of health care, including medical necessity, network adequacy, and quality of care, that arise in connection with Commerce's investigation of consumer complaints under its jurisdiction.

2.3.2.1 Review those cases or portions of cases referred to it by Commerce that fall within its special health care expertise;

2.3.2.2 Perform any research or investigation necessary to appropriately analyze the issues referred;

2.3.2.3 Provide a report to Commerce setting forth its conclusions as to the health care matters at issue, and its recommendations for any action it believes Commerce should take regarding the health care matters; and

2.3.2.4 Keep records of its research and investigation into health care matters referred by Commerce, and make the records available to Commerce on request.

2.3.3 Respond to any recommended enforcement or other remedial action suggested by the Department of Commerce within 10 business days.

2.3.4 Participate, on request, in support of any administrative or judicial proceeding related to a regulatory action undertaken by Commerce insofar as the action is based on MDH's recommendations regarding health care matters.

2.3.5 Transfer records, annual reports, identification of county-based purchasers and related financial requirements and such other documents to Commerce as may be required by Commerce to conduct its responsibilities under this agreement.

2.3.5.1 Retain responsibility for ordering corrective and disciplinary action in connection with deficiencies in compliance with the Financial Services Modernization Act of 1999 by entities regulated by MDH and defined under 15 U.S.C. § 6801 et seq. as a "financial institution" or person engaging in the provision of insurance.

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

MDH shall reimburse Commerce for its personnel costs and other expenses actually incurred by Commerce in performing services specified in paragraph 2.1 of this agreement.

Commerce will bill MDH quarterly and attach documents to support the amount of the invoice beginning with the quarter ending September 30, 2024 and continuing throughout the term of this agreement. Commerce will itemize services for each financial examination conducted under paragraph 2.1 of this agreement in sufficient detail to determine charges for invoicing each MDH-regulated health plan company and county-based purchaser and provide this information to MDH on a quarterly basis.

The total obligation of MDH for all compensation and reimbursements to Commerce under this Agreement will not exceed $400,000.00 in each state fiscal year for which this Agreement is in effect, for a total of $1,200,000.00 over a period three fiscal years.

There will be no payments by either party for services performed under paragraphs 2.2 and 2.3 of this agreement. All non-billable services provided by Commerce under this Agreement must be performed to MDH's satisfaction, as determined at the sole discretion of MDH's Authorized Representative. All non-billable services provided by MDH under this Agreement must be performed to Commerce's satisfaction, as determined at the sole discretion of Commerce's Authorized Representative.

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

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

Print Name: Sarah Martin

Signature: Sarah Martin Digitally signed by Sarah Martin Date: 2025.03.19 09:08:53 -05'00'

Title: Accounting Officer Date: 3/19/25

SWIFT Contract No. 254056 3000115611

**2. Minnesota Department of Health**
*The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: Martina L Cameron

Signature: DocuSigned by: Martina L Cameron B9061C6F0BF5405...

Title: Finance Director Date: 3/25/2025 | 4:10:30 PM CDT

***3.* Minnesota Department of Commerce**
*With delegated authority*

Print Name: Tim Jahnke

Signature: DocuSigned by: Tim Jahnke 6F557658A468499...

Title: Deputy Commissioner/COO Date: 3/28/2025 | 4:04:49 PM

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# State of Minnesota

# Interagency Agreement

SWIFT Contract Number: 254056

This Interagency Agreement ("Agreement") is between the Minnesota Department of Health (MDH) and the Minnesota Department of Commerce (Commerce) (collectively, "the Agencies").

**Agreement**

**WHEREAS**, MDH and Commerce are authorized to enter into interagency agreements pursuant to The Joint Powers Act, Minnesota Statutes, § 471.59; and

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

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

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

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

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

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

1. **Term of Agreement**

**1.1** Effective date. July 1, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

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

## 2. Scope of Work

### 2.1 Commerce shall provide the following billable services:

2.1.1 Assume responsibility for the duties specified in this Agreement related to financial solvency monitoring, regulation, rehabilitation and liquidation of all entities that are licensed or applying for licensure under Chapters 62D, 62N or 62T, and of all county boards or groups of county boards that purchase or provide or that are proposing to purchase or provide health care services under Minnesota Statutes section 256B.692. Entities that are licensed under Chapters 62D, 62N or 62T shall hereinafter be collectively referred to as "Minnesota Department of Health (MDH)-regulated health plan companies." County boards and groups of county boards that elect to purchase or provide health care services under Minnesota Statutes section 256B.692 shall hereinafter be collectively referred to as "county-based purchasers." These services shall include but not be limited to:

2.1.1.1 Schedule and conduct financial examinations as required and permitted by statutes. Financial examinations shall be conducted in a manner consistent with Minnesota law and standards developed by the National Association of Insurance Commissioners (NAIC). Commerce will conduct examinations using procedures contained in the NAIC Financial Condition Examiners Handbook. Except where Minnesota law is more specific, Commerce will determine compliance based on the accounting practices and procedures contained in the NAIC Accounting Practices and Procedures manual, and the NAIC Health Annual Statement Instructions. (Financial Examinations)

2.1.1.2 Review and analyze periodic financial reports filed by MDH-regulated health plan companies and by county-based purchasers; (Financial Analysis)

2.1.1.3 Within 30 business days of receiving each annual and electronic quarterly financial statements filed by any MDH-regulated health plan company, provide a copy of the report to the Managed Care Systems Section of MDH either vie electronic version for quarterly reports, or electronic and hardcopy for annual reports to 625 Robert St. North 3A, St. Paul, Minnesota; (Financial Analysis)

2.1.1.4 Within 30 business days of receiving each annual and quarterly financial statements filed by any entity under contract for prepaid Medicaid services with the Minnesota Department of Human Services, provide an electronic copy of the report to the Purchasing and Service Delivery Division of the Minnesota Department of Human Services; (Financial Analysis)

2.1.1.5 Within 60 days of receiving each annual financial report of Minnesota Health Maintenance Organizations (HMOs), provide a summary report of the premium revenue reported by all HMOs for the purpose of calculating the annual surcharge pursuant to MS 256.9657 Sub. 3 by the Department of Human Services; (Health Actuarial)

2.1.1.6 Report the findings of financial examinations and/or financial analysis reviews to the Commissioner of Health via the Health Policy Division Director;

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2.1.1.7 Recommend enforcement or other remedial action to the Commissioner of Health via the Health Policy Division Director within 10 business days of receiving information that may require this type of action by MDH;

2.1.1.8 Review applications by entities seeking certificates of authority, licenses or approvals under chapters 62D (HMOs), 62N (CISNs) and 62T (community purchasing arrangements), and make recommendations to the Commissioner of Health regarding the applicant's compliance with the financial requirements; (Financial Analysis)

2.1.1.9 Review preliminary and final proposals submitted by entities that are or wish to be county-based purchasers, and make recommendations to the Commissioner of Health regarding the entity's compliance with the financial requirements and solvency; (Financial Analysis)

2.1.1.10 Communicate/correspond directly with MDH-regulated health plan companies or applicants and with entities that are or wish to be county-based purchasers to the extent necessary to accomplish the tasks set forth above; and (Financial Analysis)

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

2.1.1.12 Subcontract for additional financial or policy work the scope and cost of which is mutually agreed upon in writing by both agencies.

2.1.2 Assume responsibility for providing all actuarial services necessary to ensure that MDH-regulated health plan companies or applicants for licensure under Minn. Stat. Chapters 62D, 62N and 62T comply with all financial and rate filing requirements. These services shall include but not be limited to: (Health Actuarial)

2.1.2.1 Review rate filings and rate increase filings for compliance with statutory requirements contained primarily in Minnesota Statutes Chapters 62A and 62L, including:

2.1.2.1.1 Review actuarial memoranda sent with filings for correctness and compliance with Actuarial Standards of Practice and identifying any issues to address deficiencies;

2.1.2.1.2 Make recommendations to the Commissioner of Health that rate filings be approved or disapproved;

2.1.2.2 Provide actuarial support to financial examiners with regard to actuarially correct calculations and reporting of actuarial items such as claim reserves, premium reserves and provider contract liabilities, including;

2.1.2.2.1 Provide actuarial support to desk auditors, including review of annual and quarterly statements as well as audited financial statements required by Minnesota Statutes section 62D.09;

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2.1.2.2.2 Review the MDH-regulated health plan company or applicant's calculation of their risk-based capital and related information that appears in their annual statements;

2.1.2.3 Review any actuarial opinions provided by MDH-regulated health plan companies or applicants for licensure or certificate of authority; and

2.1.2.4 Provide other miscellaneous support, such as providing technical information to the legislature and MDH relating to proposed legislation.

**2.2 Commerce shall provide the following non-billable services:**

2.2.1 Provide consultation services to MDH with respect to impact of financial and rate regulation in connection with approval or disapproval of policies, certificates of coverage, provider agreements, management agreements and similar documents that arise in connection with MDH's jurisdiction.

2.2.1.1 MDH will send copies of documents to Commerce and identify any special issues for which consultation is sought.

2.2.1.2 Commerce will respond with recommendations to MDH within 15 business days of receipt of documents from MDH. Expedited reviews will be addressed on a case-by-case basis.

2.2.2 Provide consultation services to MDH with respect to investigation of financial and premium rate complaints that arise in connection with MDH's investigation of consumer complaints under its jurisdiction.

2.2.2.1 Review those cases or portions of cases referred by MDH that fall within Commerce special financial expertise;

2.2.2.2 Perform any research or investigation necessary to appropriately analyze the issues referred;

2.2.2.3 If providing such services requires retention of third-party vendors, for duties as described in 2.1.1.12., Commerce will consult and confirm with MDH the need for procurement of services. In addition, Commerce shall be responsible for the contracting for such third-party services and invoice MDH for the proportion related to those duties.

2.2.2.4 Provide a report to MDH setting forth its conclusion as to the financial matters at issue, and its recommendations for any action it believes MDH should take regarding the financial matters; and

2.2.2.5 Keep records of its research and investigation into financial matters referred by MDH and make the records available to MDH on request.

2.2.3 As ordered by the Commissioner of Commerce, implement recommendations for corrective or disciplinary action proposed by MDH in connection with cases referred by Commerce to MDH with respect to health care issues.

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2.2.4 Keep records, of duties performed under this agreement and make the records available to MDH upon request. Commerce will provide a detailed report of prior year end examination costs by company name when requested by MDH and no later than August 31st of each year.

2.2.5 Participate, upon request, in support of any administrative or judicial proceeding related to a regulatory action undertaken by MDH insofar as the action is based on Commerce's recommendations regarding financial matters.

2.2.6 Upon request, provide consultation on legislative proposals that may impact both agencies or health insurance more generally.

**2.3 MDH provide the following non-billable services:**

2.3.1 Provide consultation services to Commerce with respect to utilization review organization registration, monitoring and regulation of all entities subject to Chapter 62M and arrangements for differential coverage through providers designated by an insurer subject to Minnesota Statutes section 72A.20, Subd. 15.

2.3.1.1 If requested by Commerce, MDH will review applications, annual submissions, consumer complaints or other issues that fall within its special statutory health care expertise;

2.3.1.2 Perform any research or investigation necessary to appropriately analyze the issues referred;

2.3.1.3 Provide a report to Commerce setting forth its conclusions as to the health care matters at issue, and its recommendations for any action it believes Commerce should take regarding the health care matters; and

2.3.1.4 Keep records of its research and investigation into health care matters referred by Commerce, and will make the records available to Commerce upon request.

2.3.2 Provide consultation services to Commerce with respect to issues of health care, including medical necessity, network adequacy, and quality of care, that arise in connection with Commerce's investigation of consumer complaints under its jurisdiction.

2.3.2.1 Review those cases or portions of cases referred to it by Commerce that fall within its special health care expertise;

2.3.2.2 Perform any research or investigation necessary to appropriately analyze the issues referred;

2.3.2.3 Provide a report to Commerce setting forth its conclusions as to the health care matters at issue, and its recommendations for any action it believes Commerce should take regarding the health care matters; and

2.3.2.4 Keep records of its research and investigation into health care matters referred by Commerce, and make the records available to Commerce on request.

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2.3.3 Respond to any recommended enforcement or other remedial action suggested by the Department of Commerce within 10 business days.

2.3.4 Participate, on request, in support of any administrative or judicial proceeding related to a regulatory action undertaken by Commerce insofar as the action is based on MDH's recommendations regarding health care matters.

2.3.5 Transfer records, annual reports, identification of county-based purchasers and related financial requirements and such other documents to Commerce as may be required by Commerce to conduct its responsibilities under this agreement.

2.3.5.1 Retain responsibility for ordering corrective and disciplinary action in connection with deficiencies in compliance with the Financial Services Modernization Act of 1999 by entities regulated by MDH and defined under 15 U.S.C. § 6801 et seq. as a "financial institution" or person engaging in the provision of insurance.

## 3. Consideration and Payment

MDH shall reimburse Commerce for its personnel costs and other expenses actually incurred by Commerce in performing services specified in paragraph 2.1 of this agreement.

Commerce will bill MDH quarterly and attach documents to support the amount of the invoice beginning with the quarter ending September 30, 2024 and continuing throughout the term of this agreement. Commerce will itemize services for each financial examination conducted under paragraph 2.1 of this agreement in sufficient detail to determine charges for invoicing each MDH-regulated health plan company and county-based purchaser and provide this information to MDH on a quarterly basis.

The total obligation of MDH for all compensation and reimbursements to Commerce under this Agreement will not exceed $400,000.00.

There will be no payments by either party for services performed under paragraphs 2.2 and 2.3 of this agreement. All non-billable services provided by Commerce under this Agreement must be performed to MDH's satisfaction, as determined at the sole discretion of MDH's Authorized Representative. All non-billable services provided by MDH under this Agreement must be performed to Commerce's satisfaction, as determined at the sole discretion of Commerce's Authorized Representative.

## 4. Conditions of Payment

All billable services provided by Commerce under this Agreement must be performed to MDH's satisfaction, as determined at the sole discretion of MDH's Authorized Representative.

## 5. Authorized Representative

MDH's Authorized Representative is Julie Erickson, Managed Care Systems Section Manager, 625 Robert St. N., St. Paul, MN 55155, (651) 201-5174, julie.a.erickson@state.mn.us, or his/her successor or delegate.

Commerce's Authorized Representative is the Deputy Commissioner of the Insurance Division of Commerce, 85 7th Place E., Suite 280, Golden Rule Building, St. Paul, MN 55101, or his/her successor or delegate.

## 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.

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7. **Liability**
Each party will be responsible for its own acts and behaviors and the results thereof.

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

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

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

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

Print Name: Sarah Martin
Signature: Sarah Martin Digitally signed by Sarah Martin Date: 2024.08.19 07:47:01 -05'00'
Title: Accounting Officer Date: 8/19/24
SWIFT Contract No. 254056_3000115611

**2. Minnesota Department of Health**
*With delegated authority*

Print Name: Amy Yolanda Castillo
Signature: DocuSigned by: Amy Yolanda Castillo 3B32496536734EA...
Title: Contracts Coordinator Date: 8/19/2024 | 2:52:02 PM CDT

**3. Minnesota Department of Commerce**
*With delegated authority*

Print Name: Julia Dreier
Signature: Signed by: Julia Dreier DB2CEF530A0F479...
Title: Deputy Commissioner Date: 8/20/2024 | 4:00:45 PM

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MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

# MAD Project Number: 2025-087

## INTERAGENCY AGREEMENT

## for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health**

---

1. **Services to be Performed:**

   Management Analysis and Development (MAD) agrees that through its Master Contract with **MP+G Marketing Solutions, LLC** (Contractor) it will sub-contract with the Contractor to support the engagement, education and informing of homeowners to test their private wells for nitrates and other contaminants.

**Proposed Timeline**

| | |
|---|---|
| **Contract Signed / Project kick-off meeting** | Upon Execution of Agreement |
| **Market Research / 6-8 weeks** | December 13, 2024 |

- Review existing messages, materials, and assessments
- Primary and Secondary research includes:
  - Write research plan
  - Develop structured guides for interviews/focus groups
  - Conduct key informant interviews and/or focus groups, analyze data
  - Draft strategy for behavior change
  - Develop shared messaging platform across audiences

| | |
|---|---|
| **Client Meeting** | To Be Determined |

- To establish consensus in market research findings
- Brief assessment report

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- Brand platform, brand position, key messages, brand personality and promise

**Program Branding/ 6-7 weeks** Late Jan 2025

- Note: MDH staff time of approx. -12 hours will be needed during this phase.
- Brand platform, brand position, key messages, brand personality and promise

**Client Meeting to present brand platform and gain consensus** Early Feb 2025

- Creating brand name, slogan, and identity/logomark
- Graphic designs for program brand

**Program development/ 10-12 weeks** Feb-April 2025

Marketing Tactics TBD

- Direct Mailer
- Social Media posts
- Email marketing
- Google Ads
- YouTube
- Media/Billboard/Radio Plan
  - Media/Billboard/Radio buys
  - Scripts/Design

**3-5 minute video and social media shorts/ 6-8 weeks** March-April 2025

- Plan, script, line up interviews/talent, shoot, and edit

**Campaign Launch** May 2025

**Evaluation/Assessment** Ongoing May-Late June 2025

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**Budget**

| Task | Deliverables | Hours | Rate | Subtotal |
|---|---|---|---|---|
| A. Market research: Identify messages, materials,<br>and assessments. Write research plan. Structure and conduct key informant interviews (approx. 10) and/or focus groups (approx. 1-2), analyze data, craft strategy for behavior change, and develop shared messaging platform across audiences. Submit written research report with analysis and recommendations. | Written report | 86 | $195/hr. | $16,770 |
| B. Program branding:<br>Review of existing materials and program branding, and create brand name, slogan, and identity will be needed during this phase. | Brief assessment report, brand strategy, brand platform and graphic designs, and slogan for program brand | 90 | $150/hr. | $13,500 |
| • Marketing: (to be determined (TBD)<br>Tactics:<br>• Direct Mailer<br>• Social Media<br>• Billboards/Signage<br>• Google Ads<br>• Radio Spots<br>• Public Relations<br>• Presentations<br>• Giveaways<br>Media Management: | Research will drive the strategy that will determine the most effective and cost-efficient tactics for the desired results<br>Hours include: creative and content direction, copywriting, | TBD | $120-150/hr. | $42,355 |

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| | | | | |
|---|---|---|---|---|
| • Budgeting<br>• Social media buys<br>• Google search/ ads<br>• YouTube | design, and production files.<br>Actual printing, production, and placements costs are not included. | | | |
| Short videos:<br>Plan, script, line up interviews, shoot, and edit video content that tells the program story | One 3-5-minute overview explainer video, and two 30-60 sec. social media clips | 150 | $150/hr. | $20,000 |
| D. Project management | a. Meetings, logistics, agendas to keep the project on track | TBD | | $7,375 |
| **MMB Project Management Fee** | | | | **$6,000** |
| **TOTAL** | | | | **$106,000** |

**2. Contacts:**

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

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

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

MP+G Marketing Solutions will invoice up to **$100,000**, for services identified above as documented by invoice prepared by MAD. MAD will also invoice up to **$6,000** for the 6% project management fees. The total amount MAD will invoice under this agreement shall not exceed **$106,000.**

Project management fees (6% in addition to Contractor's fee) 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

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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, 2025**, 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 **Anne Nelson**. 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:**

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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.

**Approved:**

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

   Signed Christina Mish Digitally signed by Christina Mish Date: 2024.10.24 14:54:26 -05'00'

   Date 10/24/2024

   SWIFT Contract: 259244

   SWIFT PO: 3-119181/REQ 706

2. Requesting Agency

   Signed DocuSigned by: Martina L Cameron B9061C6F0BF5405...

   Date 10/25/2024 | 8:40:51 AM CDT

3. Management Analysis and Development

   Signed DocuSigned by: Marian Potter 61CEFC53B519405...

   Date 10/25/2024 | 8:41:51 AM CDT

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# AMENDMENT COVER SHEET

**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

**Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

**Agency**: Health **Name of Contractor**: Minnesota Management and Budget, MAD

**Current Contract Term**: 10/25/2024 – 6/30/2026 **Project Identification**: 259244

*Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.*

**What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**

**1.** ☐ **Amendment to the Expiration Date of the contract**

   a. Proposed New Expiration Date:

   b. Why is it necessary to amend the Expiration Date?

**2.** ☒ **Amend Duties and Cost** ☐ **Amend Duties Only**

   a. Describe the amendment: Amendment #2 reorganizes and defines services to be provided.

   b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

| | |
|---|---|
| Original IAA: | $106,000 |
| A1: | $106,000 |
| A2: | $118,690.50 |

**3.** ☐ **Amendment to change other terms and conditions of the contract:**

   a. Describe the changes that are being made:

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MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

## Amendment 2 to SWIFT Contract No. 259244

| | | | |
|---|---|---|---|
| Contract Effective Date: | 10/24/2024 | Total Contract Amount: | $118,690.50 |
| Original Contract Expiration Date: | 6/30/2025 | Original Contract: | $106,000.00 |
| Current Contract Expiration Date: | 6/30/2026 | Previous Amendment(s) Total: | $0.00 |
| Requested Contract Expiration Date: | 6/30/2027 | This Amendment: | $12,690.50 |

# AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2025-087

**WHEREAS**, the State of Minnesota, **Minnesota Department of Health,** has an interagency agreement identified as **SWIFT 259244, PO 3-119181** with Minnesota Management and Budget, Management Analysis and Development (MAD), for consulting services; and

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

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

**Proposed Timeline**

1. **Services to be Performed:**

   Management Analysis and Development (MAD) agrees that through its Master Contract with **MP+G Marketing Solutions, LLC** (Contractor) it will sub-contract with the Contractor to support the engagement, education and informing of homeowners to test their private wells for nitrates and other contaminants.

   **Proposed Timeline**

| | |
|---|---|
| **Contract Signed / Project kick-off meeting** | Upon Execution of Agreement |
| **Market Research / 6-8 weeks** | December 13, 2024 |

- Review existing messages, materials, and assessments
- Primary and Secondary research includes:
  - Write research plan
  - Develop structured guides for interviews/focus groups
  - Conduct key informant interviews and/or focus groups, analyze data
  - Draft strategy for behavior change
  - Develop shared messaging platform across audiences

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MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

**Client Meeting** TBD

-To establish consensus in market research findings
- Brief assessment report
- Brand platform, brand position, key messages, brand personality and promise

**Program Branding ~~/ 6-7 weeks~~** ~~Late Jan 2025~~ July 2025

- Note: MDH staff time of approx. -12 hours will be needed during this phase.
- Brand platform, brand position, key messages, brand personality and promise
- Brand platform, brand position, key messages, brand personality and promise
- Client Meeting to present brand platform and gain consensus
- Creating brand name, slogan, and identity/logomark
    - Graphic designs for program brand
- Brand platform, brand position, key messages, brand personality and promise
- Client Meeting to present brand platform and gain consensus
- Creating brand name, slogan, and identity/logomark
- Graphic designs for program brand

**Program Development** Sept-Feb 2026

Marketing Tactics TBD

- Direct Mailer
- Social Media posts
- Email marketing
- Google Ads
- YouTube
- Media/Billboard/Radio Plan - PSAs
    - Media/Billboard/Radio buys
    - Scripts/Design

**Pre-Institutional Review Board (IRB) Market Research Complete** Dec 2024-Feb 2025

- Contact information for interviews
- Research Plan – with Research Questions for client approval
- Interview invitation emails drafted for client approval
- Interview and focus group guides for client approval
- IRB application process

**Market Research Continued** Mar-Jun 2025

- IRB Training and Certificates
- Review existing messages, materials, and assessments
- Primary and Secondary research includes:
    - Conduct key informant interviews and/or focus groups
      -Interviews: 2 program and 8 county staff Mar 17-31, 2025
      -Possible interviews with Prairie Island Tribe Members TBD
      -Focus Group: 6-10 People who have had water tested April 22-24, 2025
    - Analyze data
    - Draft strategy for behavior change

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MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

- Develop shared messaging platform across audiences

**Client Meeting** Early June 2025

- To establish consensus in market research findings
- Brief assessment report

**Program Development** Sept-Feb 2026

Marketing Tactics TBD

- Direct Mailer
- Social Media posts
- Email marketing
- Google Ads
- YouTube
- Media/Billboard/Radio Plan - PSAs
  - Media/Billboard/Radio buys
  - Scripts/Design

**3-5-minute video and social media shorts 6–8 weeks** Sept-Oct, 2026

- Plan, script, line up interviews/talent, shoot, and edit

Campaign Launch Oct-Jan 2026-2027
Evaluation/Assessment Feb 2027

**Message Confirmation** Aug-Sept. 15

Confirm key messages with target audiences – WPC staff and MP+G

-Refine messaging by target audience as necessary

-Shared messaging platform as appropriate

**Program Branding** **6-7 weeks**

Kick off with WPC Brand Team August 2025

Campaign platform, campaign brand position, campaign personality and promise

Client meeting to present brand platform and gain consensus October 2025

Creating campaign name/slogan, and identity/campaign mark

- Graphic designs for program campaign brand

**Program Development** **8-10 weeks** November 2025 – February 2026

Marketing tactics TBD

- Direct mailer(s)
- Social media posts
- Email marketing
- Google ads
- YouTube
- Media/billboard/radio plan - PSAs media/billboard/radio buys
  - Scripts/design

**Campaign Launch** ~~Oct-Jan 2026-2027~~ March 2026

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MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

**Evaluation/Assessment** April 2026

**Budget**

| ~~Task~~ | ~~Deliverables~~ | ~~Hours~~ | ~~Rate~~ | ~~Subtotal~~ |
|---|---|---|---|---|
| ~~A. Market research: Identify messages, materials, and assessments. Write research plan. Structure and conduct key informant interviews (approx. 10) and/or focus groups (approx. 1-2), analyze data, craft strategy for behavior change, and develop shared messaging platform across audiences. Submit written research report with analysis and recommendations.~~ | ~~Written report~~ | ~~86~~ | ~~$195/hr.~~ | ~~$16,770~~ |
| ~~B. Program branding: Review of existing materials and program branding, and create brand name, slogan, and identity will be needed during this phase.~~ | ~~Brief assessment report, brand strategy, brand platform and graphic designs, and slogan for program brand~~ | ~~90~~ | ~~$150/hr.~~ | ~~$13,500~~ |
| ~~• Marketing: (TBD)~~<br>~~Tactics:~~<br>~~• Direct Mailer~~<br>~~• Social Media~~<br>~~• Billboards/Signage~~<br>~~• Google Ads~~<br>~~• Radio Spots~~<br>~~• Public Relations~~<br>~~• Presentations~~<br>~~• Giveaways~~<br>~~Media Management:~~<br>~~• Budgeting~~<br>~~• Social media buys~~<br>~~• Google search/ ads~~ | ~~Research will drive the strategy that will determine the most effective and cost-efficient tactics for the desired results Hours include: creative and content direction, copywriting, design, and production files.~~ | ~~TBD~~ | ~~$120-150/hr.~~ | ~~$42,355~~ |

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MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

| | | | | |
|---|---|---|---|---|
| ~~• YouTube~~ | ~~Actual printing, production, and placements costs are not included.~~ | | | |
| ~~Short videos: Plan, script, line up interviews, shoot, and edit video content that tells the program story~~ | ~~One 3-5-minute overview explainer video, and two 30-60 sec. social media clips~~ | ~~150~~ | ~~$150/hr.~~ | ~~$20,000~~ |
| ~~D. Project management~~ | ~~a. Meetings, logistics, agendas to keep the project on track~~ | ~~TBD~~ | | ~~$7,375~~ |
| ~~**MMB Project Management Fee**~~ | | | | ~~**6,000**~~ |
| ~~**TOTAL**~~ | | | | ~~**$106,000**~~ |

| **Task** | **Deliverables** | **Hours** | **Rate** | **Subtotal** |
|---|---|---|---|---|
| **A. Market research:** Identify messages, materials, and assessments. Conduct key informant interviews and/or focus groups, analyze data, craft strategy for behavior change, and develop shared messaging platform across audiences. | Written report | 75 | $195/hr. | $14,625 |
| **Market research: IRB Process** IRB forms review and completion, IRB written response, IRB Interview Guide changes, IRB Human Subjects Research Training | IRB Individual Investigator Agreements for Contractor | 23 | $195 | $4,485 |
| **Market research: Message confirmation** Confirm key messages with primary target market groups and refine as necessary includes interviews with target audiences – Five 30-minute interviews total. | Analysis – written brief with findings; Confirmed messaging platform by target audience and shared messaging as appropriate | 12.5 | $195 | $2,437.50 |

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MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

| | | | | |
|---|---|---|---|---|
| **B. Program branding:** Review of existing materials and program branding, and create brand name, slogan, and identity | Brief assessment report, brand strategy, platform and graphic designs and slogan for program brand | 90 | $150/hr. | $13,500 |
| **C. Marketing TBD**<br><br>**Tactics:**<br>• Direct Mailer<br>• Social Media<br>• Billboards/Signage<br>• Google Ads<br>• Radio Spots<br>• Public Relations<br>• Presentations<br>• Giveaways<br><br>**Media Management**:<br>• Budgeting<br>• Social media buys<br>• Google search / Google ads<br>• YouTube | Research will drive the strategy that will determine the most effective and cost- efficient tactics for the desired results Hours include creative and content direction, copywriting, design, and production files.<br><br>Actual print, production, and placements costs are not included. | 296 | $150/hr. | $44,500 |
| **D. Short videos:** Plan, script, line up interviews, shoot, and edit video content that tells the program story *NOTE: Two explainer videos and two locations may be necessary instead of one as originally proposed, plus 2 additional video shorts for a total of 4- one for each target audience:<br>1. Well owners<br>2. Farmers<br>3. Renters<br>4. At-risk people | One-two 3-5-minute overview explainer video, and four 30–60 sec. social media clips | 167 | $150/hr. | $25,050 |
| **F. Project management** | a. Meetings, logistics, agendas to keep the project on track | 49 | $150/hr. | $7,375 |
| **MMB Project Management Fee** | | | | **$6,718** |
| **Total** | | | | **$118,690.50** |

Docusign Envelope ID: 60966147-4FFF-4149-8001-A1EA5465F80D

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

3. **Consideration and Terms of Payment:**
In consideration for all services performed and materials provided, the Requesting Agency agrees to pay MAD as follows:

MP+G Marketing Solutions will invoice up to ~~**$100,000**~~ **$111,972.50**, for services identified above as documented by invoice prepared by MAD. MAD will also invoice up to ~~**$6,000**~~ **$6,718** for the 6% project management fees. The total amount MAD will invoice under this agreement shall not exceed ~~**$106,000**~~ **$118,690.50.**

Project management fees (6% in addition to Contractor's fee) 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.

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, 2026**~~ **June 30, 2027**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

Signature on following page

Docusign Envelope ID: 60966147-4FFF-4149-8001-A1EA5465F80D

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

**APPROVED:**

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

   Signed Rachel LeBlanc Digitally signed by Rachel LeBlanc Date: 2025.09.03 11:15:33 -05'00'

   Date 9/3/2025

   SWIFT Contract: 259244 / REQ 3110

   SWIFT PO: 3000126822

2. Requesting Agency

   Signed DocuSigned by: Amy Yolanda Castillo 3B32496536734EA...

   Date 9/4/2025 | 10:06:00 AM CDT

3. Management Analysis and Development

   Signed Signed by: Beth Bibus EA727D97D96E411...

   Date 9/4/2025 | 10:16:44 AM CDT

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MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

# AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2025-107

**WHEREAS**, the State of Minnesota, **Minnesota Department of Health**, has an interagency agreement identified as **2025-107 (SWIFT 259336, PO 3-119208**) with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

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

5. **Effective Dates:**

   **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, 2025**~~ **December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

Docusign Envelope ID: 434421DB-B4DD-4FC1-9DC9-0B046A322AE2

**Approved:**

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

   Signed Christina Mish Digitally signed by Christina Mish Date: 2025.06.30 08:06:37 -05'00'

   Date 6/30/2025

   SWIFT Contract: 259336

   SWIFT PO: _Time Only/REQ 2502

2. Requesting Agency

   Signed Signed by: Eric Pederson 59D3944703644DF...

   Date 6/30/2025 | 10:11:29 AM CDT

3. Management Analysis and Development

   Signed Signed by: Courtney Tambornino 9D7F5012BD3D41C...

   Date 6/30/2025 | 10:18:11 AM CDT

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MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

# MAD Project Number: 2025-107

# INTERAGENCY AGREEMENT

# for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health**

---

1. **Services to be Performed:**

   Management Analysis and Development (MAD) agrees that through its Master Contract with **More Insight** (Contractor) it will sub-contract with the Contractor to assist with Infectious Disease Epidemiology, Prevention, and Control Division to:

   - Tasks:

   **Summary**
   - Define the framework and establish the considerations for mobilizing infectious disease outbreak response teams for IDEPC staff.
   - MDH will identify the group of managers and supervisors for the facilitated working sessions. Contractor will assist and work with these managers and supervisors to define what it takes to do the work, set the approach, and identify staff skill sets for determining appropriate response roles and potential outbreak response team models.
   - As a part of this effort, Contractor will also bring together LPH partners to determine the effectiveness and impact of the MDH response model on their outbreak response.

   **Develop an overall project plan**
   - Develop, review and refine detailed project plan with project sponsors
   - Confirm key dates and milestones
   - Develop in-scope and out-of-scope considerations
   - Conduct project kickoff meeting with project sponsors and team members
   - Schedule recurring meetings
   - Develop issue and risk logs
   - Work products:
     - Project plan
     - Kick-off presentation

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- Monthly Sponsor Checkpoint status report

**Facilitate development of the outbreak response model**

- Develop a shared understanding and definition of outbreak response
- Identify and review information, guidelines, and standards currently in place at MDH
- Identify and review relevant information and literature other states, and national organizations
- Identify how to gather feedback from stakeholders to inform the work
- Identify what it would take to succeed in implementing outbreak response, including but not limited to:
  - Staffing levels
  - Required education and training
  - Supervision
  - Data access and technology
- Identify where there is variation by specific infectious diseases and the setting in which they are occurring for 3-5 diseases
- Identify where there are additional considerations for specific populations
- Identify where statutory and/or funder requirements dictate standards or metrics
- Establish a starting point for a statewide approach and identification of corresponding skill set list for outbreak response
- Develop recommendations on identifying specific resources based on both needs and timing
- Identify potential rotation model options
- Identify considerations for future discussions and decisions about outbreak response roles and potential delivery models
- Address other gaps as required
- Work product:
  - Meeting summaries
  - A comprehensive Final Report, including both a written report and supporting presentation materials as required, including:
    - Consensus on an outbreak response approach
    - The working group's determination of what it takes to do the work, including level of effort
    - Considerations for future discussions and decisions outbreak response.
  - A summary of relevant information, literature, and guidelines gathered from MDH, other states and/or national organizations

| Proposed Team Member | Approximate Hours | Proposed Cost |
|---|---|---|
| **Rob Etten** | 342 | $ 210 / hour |

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| | | |
|---|---|---|
| **Senior Business Analyst, TBD** | 152 | $175/ hour |
| **Total:** | | $98,420 |

2. **Contacts:**

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

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

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

   More Insight will invoice up to 342 hours at a rate of **$210** per hour and up to 152 hours at a rate of **$160** per hour for services identified above as documented by invoice prepared by MAD. MAD will also invoice up to **$5,905** for project management. The total amount MAD will invoice under this agreement shall not exceed **$104,325**.

   Project 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, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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**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 **Dawn Huspeni**. 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.

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**Approved:**

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

   Signed Sarah Martin Digitally signed by Sarah Martin Date: 2024.10.29 10:40:19 -05'00'

   Date 10/29/2024

   SWIFT Contract: 259336

   SWIFT PO: 3000119208

2. Requesting Agency

   Signed DocuSigned by: Martina L Cameron B9001C0F0BF5405...

   Date 10/30/2024 | 7:24:21 PM CDT

3. Management Analysis and Development

   Signed DocuSigned by: Marian Potter 61CEFC53B519405...

   Date 10/30/2024 | 2:26:50 PM CDT