Q2 of Fiscal Year 2026 Interagency Agreements and Transfers Report

Minnesota Department of Health
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This report and attached documents are to report on interagency agreements and transfers at the Minnesota Department of Health for Q2 of fiscal year 2026 per requirements of Minnesota Statutes, sections 15.0395, 16A.285 and 144.05, and the

a Department of Health

ear 2026 Quarter 2 Interagency Agreements and Service-Level Agreements

Agency	Amount	Purpose	Legal Authority	Effective Date	Duration
DHS	$ 5,424,000.00	Support 988 Suicide and Crisis Lifeline centers, hire	MS section 245.469 subd 3	7/1/2024	6/30/2027
OMAG	$ 500,000.00	Human Trafficking Prosecutor	MS 471.59, subd 10; MS 144.05, subd 1 (2)	3/7/2023	3/7/2028
MDA	$ 150,000.00	Develop educational and outreach resources and	MS 471.59	11/9/2023	6/30/2028
DHS	$ 2,308,848.92	MDH conduct annual, centralized, population-based	MS 471.59	1/1/2024	12/31/2026
BOP	$ 500,000.00	Maintain and expand bi-directional electronic data	MS 471.59	12/27/2023	8/31/2028
MPCA	$ 595,632.00	MDH will assist the MPCA in completing deliverables	MS 15.061 sec 123.45, subd 4	3/5/2024	6/28/2027
DHS	$ 800,000.00	DHS shall work with Russell Herder to enhance	MS 144.0528	6/1/2024	6/30/2027
Commerce	$ 1,200,000.00	Commerce will be responsible for assessomg	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
MMB	$ 118,690.50	Thru subcontractor MP+G Marketing Solutions LLC	MS Sections 16A.055 subd 1a; 43A.55 subd 2; and 471.59	10/25/2024	6/30/2027
OAH	$ 168,480.00	OAH provide an Independent Informal Dispute	Minn. Stat. § 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
Commerce	$ 281,688.00	Provide network adequacy review services as part of	MS 15.061 & MS 62W.03 & MS 62W.05	7/1/2025	6/30/2027
MDA	$ 500,000.00	Conduct human health risk assessments based on	2024 CH126, Art 1, sec 2, subd 2, (o)	6/16/2025	6/30/2027
OMAG	$ 560,000.00	Minnesota Attorney General’s Office will investigate	MS 471.59	5/21/2025	11/30/2027
MMB	$ 123,585.00	MMB's MAD services is trying to help MDH with	16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59	5/14/2025	3/31/2026
DHS	$ 3,900,000.00	MDH is to establish resident reimbursement	MS 144.0724	7/1/2025	6/30/2027
DHS	$ 19,700,000.00	MDH must conduct surveys, licnesure, certification	MS 471.59, subd 1 & 10MS Section 144A.10, subd 17	7/1/2025	6/30/2027
DCYF	$ 246,000.00	MDH provides birth certificate and recognition of	MS Section 144.225, sub 2, caluse a & g.	7/1/2025	6/30/2027
OHE	$ 292,000.00	MDH will hire a Public Health Nursing Advisor Sr. to	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	$ 318,789.24	MDH is responsible for provision of services for	MS 471.59, subd 10	9/5/2025	6/30/2027
DCYF	$ 4,000,000.00	Each fiscal year, MDH shall receive and distribute	MS 142G.03, subd 5	9/23/2025	6/30/2027
DCYF	$ 17,114,000.00	TANF appropriation to MDH (to DCYF) for purposes	MS 142G.03, subd 1; 171 ch6, 18, sec 3	9/23/2025	6/30/2027
DCYF	$ 2,312,000.00	Approved a TANF appropriation to MDH (to DCYF)	MS 142G.03, subd 1; 171 ch6, 18, sec 4; MS 142G.03, subd 2(8);MS142G.03, subd 5	9/23/2025	6/30/2027
DNR	$ 250,000.00	MDH provides analytical testing services for DNR,	MS section 471.59, subdv 1; MS 15.061; MS 144.0742	12/8/2025	6/30/2027
MNIT	$ 600,000.00	The effort provides MNIT with the ability to support	MS 16E.21	8/8/2025	6/30/2029
MNIT	$ 3,500,000.00	The new system will be capable of tracking,	MS 16E.21	8/8/2025	6/30/2029
MNIT	$ 725,000.00	MNIT and the AGENCY will work to procure	MS 16E.21	7/31/2025	6/30/2029
MNIT	$ 2,950,000.00	This project enables on-line payments, standardizes	MS 16E.21	8/8/2025	6/30/2029
MNIT	$ 1,850,000.00	Agency Financial Management System	MS 16E.21	8/8/2025	6/30/2029

Minnesota Department of Health

Fiscal Year 2026 Quarter 2 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	$ 1,512.00	Children Youth and Families	1000	$ (1,512.00)	Transfer funds for Help Me Connect to DCYF - reorganization order issued	16B.37
Minnesota Department of Health	1000	$ 202,000.00	Minnesota Department of Health	1000	$ (202,000.00)	Office, which is now being brought back to the Health Operations Bureau.	Not mentioned
Minnesota Management and Budget	2000	$ (2,225.04)	Minnesota Department of Health	2000	$ 2,225.04	account in the special revenue fund and are appropriated to the	MS 609 3241 (c) 3
Pollution Control Agency	2801	$ (316,000.00)	Minnesota Department of Health	2801	$ 316,000.00	private water-supply monitoring and health assessment costs in areas	251 001 01 002 06C
Pollution Control Agency	2800	$ (1,248,000.00)	Minnesota Department of Health	2800	$ 1,248,000.00	in eastern metropolitan communities, as recommended by the	251 001 01 002 02F
Pollution Control Agency	2800	$ (468,000.00)	Minnesota Department of Health	2800	$ 468,000.00	under Minnesota Statutes, section 116.943. Of this amount, $468,000 the	251 001 01 002 07K
Pollution Control Agency	2800	$ (80,000.00)	Minnesota Department of Health	2800	$ 80,000.00	implement and enforce flame retardant provisions under Minnesota	251 001 01 002 07I
Pollution Control Agency	2800	$ (70,000.00)	Minnesota Department of Health	2800	$ 70,000.00	children's products under Minnesota Statutes, sections 116.9401 to	251 001 01 002 02D
Pollution Control Agency	2800	$ (149,000.00)	Minnesota Department of Health	2800	$ 149,000.00	trichloroethylene around Minnesota and identify its potential health effects	251 001 01 002 03B
Minnesota Department of Health	1200	$ (24,000.00)	Minnesota Department of Health	1200	$ 24,000.00	newborn screening fees	Not mentioned
Minnesota Department of Health	1000	$ (604,000.00)	Minnesota Department of Health	1000	$ 604,000.00	thru Nov.	Not mentioned
Minnesota Department of Health	1000	$ (300,000.00)	Minnesota Department of Health	1000	$ 300,000.00	FY26-transfer funds from EH to HRD for salary shortage	Not mentioned
Dept of Public Safety	2000	$ (72,050.00)	Minnesota Department of Health	2000	$ 72,050.00	HEALTH, BCA, STATE PATROL, AND DVS-APPROP. P077002'S PORTION.	M.S. 171. 29 2
Minnesota Management and Budget	2000	$ (1,648.33)	Minnesota Department of Health	2000	$ 1,648.33	account in the special revenue fund and are appropriated to the	MS 609 3241 (c) 3
Minnesota Management and Budget	2000	$ (1,736.78)	Minnesota Department of Health	2000	$ 1,736.78	account in the special revenue fund and are appropriated to the	MS 609 3241 (c) 3
Pollution Control Agency	1000	$ (175,000.00)	Minnesota Department of Health	1000	$ 175,000.00	biomonitoring required under this act. Of this amount, up to $250,000 may	23 060 01 002 02R
Minnesota Management and Budget	2000	$ (1,387.33)	Minnesota Department of Health	2000	$ 1,387.33	account in the special revenue fund and are appropriated to the	MS 609 3241 (c) 3
TOTAL		**$ (3,309,535.48)**			**$ 3,309,535.48**		

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.

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.

DEPARTMENT OF HUMAN SERVICES

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.

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

DEPARTMENT OF HUMAN SERVICES

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Signature Page Follows

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

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)

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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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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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

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

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

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

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.

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.

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

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.

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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Signature Page Follows

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

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."

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.

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.

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/

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

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

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/

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.

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.

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.

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

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.

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

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:

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.

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.

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

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.

13.REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Amendment 2 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:	$750,306.56
Current Contract Expiration Date:	12/31/2025	This Amendment:	$909,555.84
Requested Contract Expiration Date:	12/31/2026	Total Contract Amount:	$2,308,848.92

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 are necessary 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 <u>underlining</u> for insertions.

The parties agree to the following revisions:

REVISION 1: Clause 1, "**Term of Agreement**," subclause 1.2, "**Expiration date**," is amended as follows:

1.2 Expiration date. ~~December 31, 2025~~ <u>December 31, 2026</u>, 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

MA-eligible child or adolescent that is sent a recall/reminder notification January 1, 2025 through December 31, 2025. Payment will be made at a rate of $1.52 per MA-eligible child or adolescent that is sent a recall/reminder notification January 1, 2026 through December 31, 2026.

The total obligation of DHS for all compensation and reimbursements to MDH under this Agreement will not exceed ~~$1,399,293.08~~ $2,308,848.92.

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SIGNATURE PAGE FOLLOWS

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

APPROVED:

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

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

Date: 10/22/2025

SWIFT Contract No: 239663

2. MDH

Signed by:
By: Christine Taylor
F12184B6D90D4B2...

Title: Financial Services Manager

Date: 10/23/2025

3. DHS

Signed by:
By (with delegated authority): Diogo Reis
83CB934497DE4F4...

Title: Deputy Assistant Commissioner

Date: 10/23/2025

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.

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.

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

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

1. State Encumbrance Verification - DHS

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

Print Name: DocuSigned by: Seurer, Catherine

Signature: Seurer, Catherine E54485EBE2AE4D8...

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: DocuSigned by: Terri Peaslee

Signature: Terri Peaslee CCAC82D6ACE8475...

Title: Accounting Director Date: 11/27/2023

3. Minnesota Department of Human Services

With delegated authority

Print Name: DocuSigned by: Julie Marquardt

Signature: Julie Marquardt 93E152400CEA424...

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

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.

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

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

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.

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

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
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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**

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

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.

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

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

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
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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**

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**

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.

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

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

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

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)

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.

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

Attachment B: US EPA Grant Agreement

U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

GRANT NUMBER (FAIN): 00E03864 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** 5E	**DATE OF AWARD** 10/02/2024
TYPE OF ACTION New	**MAILING DATE** 10/07/2024
PAYMENT METHOD: ASAP	**ACH#** 50248

RECIPIENT TYPE:
State

Send Payment Request to:
Contact EPA RTPFC at: rtpfc-grants@epa.gov

RECIPIENT:
MINNESOTA POLLUTION CONTROL AGENCY
520 LAFAYETTE ROAD NORTH
SAINT PAUL, MN 55155-4194
EIN: 41-6007162

PAYEE:
MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Faith Krogstad 520 Lafayette Road North St. Paul, MN 55155-4194 **Email:** faith.krogstad@state.mn.us **Phone:** 651-757-2086	Helen Mollsen 77 West Jackson Blvd., AR-18J Chicago, IL 60604-3507 **Email:** Mollsen.Helen@epa.gov **Phone:** 312-886-7901	Mauricio Lobato Assistance Section, MA-10J 77 West Jackson Blvd. Chicago, IL 60604-3507 **Email:** lobato.mauricio@epa.gov **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 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507	U.S. EPA, Region 5, Air and Radiation Division R5 - Region 5 77 West Jackson Blvd., A-18J 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 **by** Robert Fields - Award Official Delegate	**DATE** 10/02/2024

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

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

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

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.

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.

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.

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

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

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

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

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

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.

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

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.

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.

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.

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

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

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,

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

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.

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.

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 0EAAB561D324F4...

Title: Accounting Officer Int Date: 4/14/2025

2. Department of Commerce

With delegated authority

Print Name: Tim Jahnke

Signature: DocuSigned by: Tim Jahnke 0F557658A468100...

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

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

DS

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

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

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

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.

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

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

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.

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.

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.

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Signature Page Follows

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

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.

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

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

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

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

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

DEPARTMENT OF HUMAN SERVICES

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.)

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.

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).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Signature Page Follows

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

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.

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.

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.

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

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

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

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

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		

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

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		

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

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		

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

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		

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

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		

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

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		

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		

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		

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

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

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**

Please Remit To:

MN DEPARTMENT OF HEALTH
PO BOX 64975
FINANCIAL MANAGEMENT
ST. PAUL MN 55164-0975

Amount Remitted

H1201 H550100001ZZZZZ 0 000008676 34ZZZZZZZZZZZ 2 0003075000

Line	Identifier	Description	Qty	UOM	Unit Amt	Net Amount

MINNESOTA

State of Minnesota
Report Summary

Printed On: May 15, 2025

Number of Envelopes: 1

Process Instance: 49815245

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

- 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,

- 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.

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

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**

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

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 ;

- 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.

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

	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								

	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

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.

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

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**).

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

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.

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

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

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

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).

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.

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.

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

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

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.

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.

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

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

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).

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.

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

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

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

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.

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.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Signature Page Follows

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

State of Minnesota

Interagency Agreement

SWIFT Contract Number: 278574

This Interagency Agreement ("Agreement") is between the Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155 ("DNR") and Minnesota Department of Health, 601 Robert Street North, St. Paul, Minnesota 55155 ("MDH"), and the Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155 ("MPCA").

Recitals

1. MDH provides analytical testing services for DNR, specifically PFAS in Fish analytical testing.
2. The DNR, MDH and MPCA 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).
3. MDH and MPCA has the authority to enter into Professional or Technical Services pursuant to Minnesota Statute 15.061.
4. 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.
5. MPCA collaborates with DNR and MDH on environmental monitoring and data evaluation related to PFAS in Fish.

Agreement

1. **Term of Agreement**

   1.1 Effective date. November 26, 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:**

   2.1.1 Perform PFAS in Fish sample analysis for DNR by EPA 1633. A list of analytes, reporting limits (RLs) and calibration ranges are listed in Table 2.1.1.

Table 2.1.1 PFAS in Fish by EPA 1633 Analyte Table

Analyte	Acronym	Formula	CAS	RL (ng/G)	Calibration Range (ng/g)
Perfluorobutanoic acid	PFBA	$C_4HF_7O_2$	375-22-4	2.0	2.0-625
Perfluoropentanoic acid	PFPeA	$C_5HF_9O_2$	2706-90-3	1.0	1.0-313
Perfluorohexanoic acid	PFHxA	$C_6HF_{11}O_2$	307-24-4	0.5	0.5-156
Perfluoroheptanoic acid	PFHpA	$C_7HF_{13}O_2$	375-85-9	0.5	0.5-156
Perfluorooctanoic acid	PFOA	$C_8HF_{15}O_2$	335-67-1	0.5	0.5-156
Perfluorononanoic acid	PFNA	$C_9HF_{17}O_2$	375-95-1	0.5	0.5-156
Perfluorodecanoic acid	PFDA	$C_{10}HF_{19}O_2$	335-76-2	0.5	0.5-156
Perfluoroundecanoic acid	PFUnA	$C_{11}HF_{21}O_2$	2058-94-8	0.5	0.5-156
Perfluorododecanoic acid	PFDoA	$C_{12}HF_{23}O_2$	307-55-1	0.5	0.5-156
Perfluorotridecanoic acid	PFTrDA	$C_{13}HF_{25}O_2$	72629-94-8	0.5	0.5-156
Perfluorotetradecanoic acid	PFTeDA	$C_{14}HF_{27}O_2$	376-06-7	0.5	0.5-156
Perfluorobutanesulfonic acid	PFBS	$C_4HF_9SO_3$	375-73-5	0.444	0.444-139
Perfluoropentanesulfonic acid	PFPeS	$C_5HF_{11}SO_3$	2706-91-4	0.471	0.471-147
Perfluorohexanesulfonic acid	PFHxS	$C_6HF_{13}SO_3$	355-46-4	0.457	0.457-143
Perfluoroheptanesulfonic acid	PFHpS	$C_7HF_{15}SO_3$	375-92-8	0.477	0.477-149
Perfluorooctanesulfonic acid	PFOS	$C_8HF_{17}SO_3$	1763-23-1	0.464	0.464-145
Perfluorononanesulfonic acid	PFNS	$C_9HF_{19}O_3S$	68259-12-1	0.481	0.481-150
Perfluorodecanesulfonic acid	PFDS	$C_{10}HF_{21}O_3S$	335-77-3	0.483	0.483-151
Perfluorododecanesulfonic acid	PFDoS	$C_{12}HF_{25}O_3S$	79780-39-5	0.485	0.485-152
1H,1H,2H,2H-Perfluorohexanesulfonic acid	4:2FTS	$C_6H_5F_9O_3S$	757124-72-4	1.88	1.88-586
1H,1H,2H,2H-Perfluorooctane sulfonic acid	6:2FTS	$C_8H_5F_{13}O_3S$	27619-97-2	1.9	1.9-594
1H,1H,2H,2H-Perfluorodecanesulfonic acid	8:2FTS	$C_{10}H_5F_{17}O_3S$	39108-34-4	1.92	1.92-600
Perfluorooctanesulfonamide	PFOSA	$C_8F_{17}SO_2NH_2$	754-91-6	0.5	0.5-156
N-methyl perfluorooctanesulfonamide	NMeFOSA	$C_9H_4F_{17}NO_2S$	31506-32-8	0.5	0.5-156
N-ethyl perfluorooctanesulfonamide	NEtFOSA	$C_{10}H_6F_{17}NO_2S$	4151-50-2	0.5	0.5-156
N-methyl perfluorooctanesulfonamidoacetic acid	NMeFOSAA	$C_{11}H_6F_{17}NO_4S$	2355-31-9	0.5	0.5-156
N-ethyl perfluorooctanesulfonamidoacetic acid	NEtFOSAA	$C_{12}H_8F_{17}NO_4S$	2991-50-6	0.5	0.5-156
N-methyl perfluorooctanesulfonamidoethanol	NMeFOSE	$C_{11}H_8F_{17}NO_3S$	24448-09-7	5.0	5.0-1563
N-ethyl perfluorooctanesulfonamidoethanol	NEtFOSE	$C_{12}H_{10}F_{17}NO_3S$	1691-99-2	5.0	5.0-1563
Hexafluoropropylene oxide dimer acid	HFPO-DA	$C_6HF_{11}O_3$	13252-13-6	2.0	2.0-625
4,8-Dioxa-3H-perfluorononanoic acid	ADONA	$C_7H_2F_{12}O_4$	919005-14-4	1.89	1.89-591
9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid	9Cl-PF3ONS	$C_8HClF_{16}O_4S$	756426-58-1	1.87	1.87-584
11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic acid	11Cl-PF3OUdS	$C_{10}HClF_{20}O_4S$	763051-92-9	1.89	1.89-591
Perfluoro-3-methoxypropanoic acid	PFMPA	$C_4HF_7O_3$	377-73-1	1.0	1.0-313
Perfluoro-4-methoxybutanoic acid	PFMBA	$C_5HF_9O_3$	863090-89-5	1.0	1.0-313
Nonafluoro-3,6-dioxaheptanoic acid	NFDHA	$C_5HF_9O_4$	151772-58-6	1.0	1.0-313
Perfluoro(2-ethoxyethane)sulfonic acid	PFEESA	$C_4HF_9O_4S$	113507-82-7	0.89	0.89-278
3-Perfluoropropyl propanoic acid	3:3FTCA	$C_6H_5F_7O_2$	356-02-5	2.5	2.5-781
2H,2H,3H,3H-Perfluorooctanoic acid	5:3FTCA	$C_8H_5F_{11}O_2$	914637-49-3	12.5	12.5-3906
3-Perfluoroheptyl propanoic acid	7:3FTCA	$C_{10}H_5F_{15}O_2$	812-70-4	12.5	12.5-3906

2.1.2 Generate and provide data elements and reports for each sample MDH analyzes pursuant to this Agreement. These data elements and reports will be provided to representatives at both the DNR and MPCA.

2.1.3 Reports completed and sent to both DNR and MPCA for each sample must contain:

2.1.3.1 A statement of the condition of the samples upon receipt at the laboratory.

2.1.3.2 The project name and number, and the two-letter MDH program code.

2.1.3.3 The field or sample number and the associated laboratory sample number.

2.1.3.4 A copy of the original Chain of Custody (COC) form accompanying the samples to the laboratory.

2.1.3.5 Dates of sample preparation and analyses.

2.1.3.6 A narrative or data qualifiers discussing any irregularities found during the analyses, any problems encountered, and corrective actions taken.

2.1.3.7 If applicable, associated quality control information including duplicate sample concentrations, relative percent difference (RPD) values, qualifiers for out-of-control samples, sample blank concentrations (such as method blanks), surrogate recoveries, and laboratory control sample recoveries.

2.1.4 Perform analysis and provide evaluation data reports within the requested turnaround time of 45 business days. If MDH cannot comply with this turnaround time, it shall notify the DNR Liaison of the sample numbers and the corrective actions, if any, to be taken. The DNR and MDH Liaisons will mutually agree on a method of resolution of any problems no later than five (5) days after notification.

2.1.5 MDH agrees to notify DNR of any sample(s) that do not meet the MDH Sample Acceptance Policy and/or the analytical method requirements upon receipt.

2.1.6 Format reports as PDF and Electronic Data Deliverables (EDD) documents and maintain a website for the environmental data retrieval. 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.

2.1.7 Maintain all raw and supporting data pursuant to this Agreement per MDH Records Retention Schedule requirement and make available to DNR and MPCA upon request.

2.2 **DNR Duties:**

2.2.1 Submit PFAS in Fish samples, corresponding documentation (COCs), and related material consistent with all applicable MDH standard operating procedures and protocols.

2.2.2 Submit COCs in accordance with the current MDH Sample Acceptance Policy found on the environmental laboratory client resources webpage.

2.2.3 Submit PFAS in Fish samples to MDH Monday through Friday during normal business hours of 8:00 AM to 4:30 PM.

2.3 **MPCA Duties**:

2.3.1 Receive and review PFAS in Fish data and reports provided by MDH.

2.3.2 Provide technical feedback or data interpretation support to DNR and MDH as requested.

2.3.3 Maintain and manage PFAS data in the Environmental Quality Information System (EQuIS) consistent with MPCA protocols.

2.3.4 Collaborate with DNR and MDH on data quality assurance and reporting standards.

3. **Consideration and Payment**

3.1 Consideration. The DNR will pay for all services performed by MDH under this Agreement as follows:

3.1.1 Compensation

3.1.1.1 DNR will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes § 16A.124. DNR 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, DNR will notify MDH within 10 days of discovering the error. After DNR receives the corrected invoice, DNR will pay MDH within 30 days of receipt of such invoice.

3.1.1.2 MDH shall bill DNR on a monthly basis for all services performed pursuant to this Agreement, according to the price list included in **Exhibit A: Price List**, which is attached and incorporated into this agreement.

The total obligation of the DNR for all compensation and reimbursements to MDH under this Agreement will not exceed **$250,000.00.**

4. **Conditions of Payment**

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

MPCA will not receive compensation under this Agreement and will participate solely in a collaborative and data-sharing capacity.

5. **Authorized Representative**

DNR's Authorized Representative is Isaiah Tolo, Fish Health Supervisor, 500 Lafayette Road, St. Paul, MN 55155, (651) 356-4236, isaiah.tolo@state.mn.us, or their successor or delegate.

MDH's Authorized Representative is Cori Dahle, Environmental Laboratory Operations Supervisor, 601 Robert Street North, St. Paul, MN 55155, (651) 201-5214, cori.dahle@state.mn.us, or their successor or delegate.

MPCA's Authorized Representative is William Cole, Supervisor – Environmental Analysis and Outcomes Division, 520 Lafayette Road North, St. Paul, MN 55155, 651-387-5359, willam.cole@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.

9. **Exhibits**

The following Exhibits are attached and incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Agreement, and then in the following order:

Exhibit A: Price List

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

Print Name: Sacia Matheson
Signature: Sacia Matheson (Signed by: B6A89D0BFC244A6...)
Title: Contracts Officer Date: November 24, 2025

SWIFT Contract No. 278574/3000288327

2. Minnesota Department of Health
With delegated authority

Print Name: Christine Taylor
Signature: Christine Taylor (Signed by: F12184B6D90D4B2...)
Title: Financial Services Manager Date: December 8, 2025

3. Minnesota Pollution Control Agency
With delegated authority

Print Name: Melissa Lewis
Signature: Melissa Lewis (Signed by: 5F0F911B6E6D4E8...)
Title: EAO Assistant Division Director Date: December 8, 2025

4. Minnesota Department of Natural Resources
With delegated authority

Print Name: Kelly Straka
Signature: kelly straka (Signed by: AF4DB0AF515A47A...)
Title: FAW Division Director Date: December 8, 2025

Initial: BP December 8, 2025

Exhibit A: Price List

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 SM 2320 B-2011	Drinking Water Non-potable Water	30
Ammonia-N	EPA 350.1	Drinking Water Non-potable Water	30
Ammonia-N, Dissolved	EPA 350.1	Drinking Water Non-potable Water	30
Bromide	EPA 300.1	Drinking Water Non-potable Water	33
Chloride 300.1	EPA 300.1	Drinking Water 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 SM 2120 B-2011	Drinking Water Non-potable Water	22
Conductivity	SM 2510 B 22nd ED SM 2510 B-2011	Drinking Water Non-potable Water	22
Cyanide	EPA 335.4	Drinking Water Non-potable Water	132
Cyanide, Free	SM 4500-CN^- F 22nd ED	Drinking Water	50
Dissolved Organic Carbon (DOC)	SM 5310 B 22nd ED SM 5310 B-2011	Drinking Water Non-potable Water	30
Fluoride	SM 4500-F^- C 22nd ED SM 4500-F^- C-2011	Drinking Water Non-potable Water	28
Fluoride, Dissolved	SM 4500-F^- C 22nd ED SM 4500-F^- C-2011	Drinking Water Non-potable Water	28
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	Drinking Water Non-potable Water	53
Total Kjeldahl Nitrogen, Dissolved (TKN)	EPA 351.2	Drinking Water Non-potable Water	53
Lab Filtered	MDH	Drinking Water Non-potable Water	28

Analysis Name	Method Reference	Matrix	FY 26 Price ($)
Nitrate + Nitrite	EPA 353.2	Drinking Water Non-potable Water	30
Nitrate + Nitrite, Dissolved	EPA 353.2	Drinking Water Non-potable Water	30
Nitrite	SM 4500-NO_2^- B 22nd ED SM 4500-NO_2^- B-2011	Drinking Water Non-potable Water	40
Nitrite, Dissolved	SM 4500-NO_2^- B 22nd ED SM 4500-NO_2^- B-2011	Drinking Water Non-potable Water	40
Orthophosphate	EPA 365.1	Drinking Water Non-potable Water	33
Orthophosphate, Dissolved	EPA 365.1	Drinking Water Non-potable Water	33
Pheophytin *a*	SM 10200 H-2011	Non-potable Water	22
Phosphorus, Total	EPA 365.1	Drinking Water Non-potable Water	30
Phosphorus, Dissolved	EPA 365.1	Drinking Water Non-potable Water	30
Silica	SM 4500-SiO_2 C 22nd ED SM 4500-SiO_2 C-2011	Drinking Water Non-potable Water	53
Silica, Dissolved	SM 4500-SiO_2 C 22nd ED SM 4500-SiO_2 C-2011	Drinking Water Non-potable Water	53
Solids, Suspended (TSS)	SM 2540 D 22nd ED SM 2540 D-2011	Drinking Water Non-potable Water	33
Solids, Suspended Volatile (TSVS) [1]	SM 2540 E 22nd ED SM 2540 E-2011	Drinking Water Non-potable Water	40
Solids, Total Dissolved (TDS)	SM 2540 C 22nd ED SM 2540 C-2011	Drinking Water Non-potable Water	50
Solids, Total (TS)	SM 2540 B 22nd ED SM 2540 B-2011	Drinking Water Non-potable Water	40
Solids, Total Volatile (TVS) [1]	SM 2540 E 22nd ED SM 2540 E-2011	Drinking Water Non-potable Water	45
Sulfate	EPA 300.1	Drinking Water Non-potable Water	28
Total Organic Carbon (TOC)	SM 5310 B 22nd ED SM 5310 B-2011	Drinking Water Non-potable Water	30
Turbidity	SM 2130 B 22nd ED SM 2130 B-2011	Drinking Water Non-potable Water	28
UV Absorbance @ 254 nm	SM 5910 B 22nd ED SM 5910 B-2013	Drinking Water Non-potable Water	50
UV Absorbance @ 440 nm	MDH	Drinking Water 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 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 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Aluminum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Antimony	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Antimony, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Arsenic	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Arsenic, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Barium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Barium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Beryllium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Beryllium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Boron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Boron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Cadmium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water 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 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Calcium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Calcium as $CaCO_3$	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Calcium as $CaCO_3$, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Chromium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Chromium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Cobalt	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Cobalt, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Copper	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Copper, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Copper, Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Copper, Dissolved Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Hardness	SM 2340 B 22nd ED SM 2340 B-2011	Drinking Water Non-potable Water	25
Hardness, Dissolved (6010B)	SM 2340B-2011	Non-potable Water	25
Iron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Iron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	25
Iron, Low Level Dissolved	EPA 200.7	Drinking Water Non-potable Water	25
Lab Filtered	MDH	Drinking Water Non-potable Water	25
Lead	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Lead, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Lithium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25

Analysis Name	Method Reference	Matrix	FY 26 Price ($)
Lithium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Magnesium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Magnesium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Magnesium as $CaCO_3$	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Magnesium as $CaCO_3$, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Manganese	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Manganese, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Mercury	EPA 245.1	Drinking Water Non-potable Water	80
Mercury, Dissolved	EPA 245.1	Drinking Water 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 Non-potable Water	95
Mercury, Dissolved Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	95
Metals Quick Scan (Not Regulatory Compliant)	MDH	Drinking Water Non-potable Water	20
Molybdenum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Molybdenum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Nickel	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Nickel, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Potassium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Potassium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Selenium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Selenium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Silver	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25

Analysis Name	Method Reference	Matrix	FY 26 Price ($)
Silver, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Sodium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Sodium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	25
Strontium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Strontium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Thallium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Thallium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Titanium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Titanium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Uranium	EPA 200.8	Drinking Water Non-potable Water	30
Vanadium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Vanadium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Zinc	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25
Zinc, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	25

Radiochemistry

Analysis Name	Method Reference	Matrix	FY 26 Price ($)
Alpha and Beta, gross	MDH	Air Wipe	60
Alpha and Beta, gross	EPA 900.0	Drinking Water Non-potable Water	110
Alpha, gross	EPA 900.0	Drinking Water Non-potable Water	105
Gamma	SM 7120 B 22nd ED	Air Biological Materials Drinking Water Solid and Chem. Mat. 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 Non-potable Water	110

Organic Chemistry

Analysis Name	Method Reference	Matrix	FY 26 Price ($)
1,4-Dioxane	MDH 522	Drinking Water 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 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 Non-potable Water	425
THMs in Water	EPA 524.3	Drinking Water	115
VOCs in Water 524, Low Level	EPA 524.3	Drinking Water Non-potable Water	140
VOCs in Water 524, Low Level MDL	EPA 524.3	Drinking Water Non-potable Water	140
VOCs in Water 8260	EPA 8260D	Drinking Water Non-potable Water	140

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 Plasma Serum 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 Serum	140

[3] Requires prior approval.

[4] Cost for the first 10 metals. Each additional metal $25 each.

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 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 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 Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 [6]
Administrative Fee [7]	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	Varies [7]
Autoclave, Sample disposal	MDH	Air Drinking Water Non-potable Water	5
Civil Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	30
Criminal Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	40
Developmental Rate [6]	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 [6]
Level IV Data Packet	MDH	Drinking Water Non-potable Water	100 per sample
Sample Containers [8]	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	5 [8]
Special Handling/Disposal Fee	MDH	Air Drinking Water Non-potable Water Wipe	20
Subcontract [9]	MDH	Drinking Water Non-potable Water 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.

State of Minnesota

Interagency Agreement

SWIFT Contract Number: 225330

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Health ("MDH") and the Office of the Minnesota Attorney General (OMAG).

WHEREAS, MDH and the OMAG are empowered to enter into interagency agreements 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 and injury pursuant to Minnesota Statutes, section 144.05, subdivision 1 (2); and

WHEREAS, pursuant to Minnesota Statutes section 15.061 and 144.0742, MDH is empowered to enter into contracts with any private or public entity for the provision of statutorily 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 the MDH's statutory authority; and

WHEREAS, the OMAG has create a prosecutor-initiated expungement program to assist persons statewide with criminal convictions, including persons who have committed crimes as part of their victimization by human trafficking and exploitation; and

WHEREAS, MDH, in recognition of recommendations made by the *Safe Harbor for All: Results from a Strategic Planning Process in Minnesota* report and summarized in a strategic plan, submitted by the MDH to the state legislature in January 2019, finds that improving access to expungement remedies for sealing court records as provided in Minnesota Statutes chapter 609A can assist victim/survivors of human trafficking and exploitation in alleviating barriers to employment, housing, and other needs that support stability and the MDH's health equity goals; and

WHEREAS, the OMAG, under this Interagency Agreement, (1) provides a statewide access point for persons seeking expungement remedies; (2) refers eligible persons to county attorney offices in the relevant jurisdictions for an expungement; (3) utilizes student interns to assist with the program.

Agreement

1. Term of Agreement

1.1 Effective date. February 24, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. May 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Scope of Work**

To further OMAG's obligation 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.

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 $494,925.00.

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.

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: Christina Mish

Signature: Christina Mish Digitally signed by Christina Mish Date: 2023.02.27 12:42:26 -06'00'

Title: Accounting Officer Date: 2.27.2023

SWIFT Contract No. 225330

2. Office of the Minnesota Attorney General
With delegated authority

Print Name: DocuSigned by: David Voigt

Signature: 7AFF5D9306944A1...

Title: Date: 3/3/2023 | 1:48:57 PM PST

3. Minnesota Department of Health
With delegated authority

Print Name: DocuSigned by: Martina L Cameron

Signature: B9061C6F0BF5405...

Title: Date: 3/7/2023 | 9:54:57 AM

Exhibit A
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
Salary Subtotal		$477,750.00
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		$494,925.00

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:

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

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

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:

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:

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

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

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

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:

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

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, 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:

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

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 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:

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)

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: _____

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)

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

DocuSigned by:

Signature: Jill Phillips

Title: Executive Director Date: 12/26/2023 | 6:34:42 AM PST

3. MN Department of Health
With delegated authority

Paula Naughton

Print Name: DocuSigned by:

Signature: Paula Naughton

8A01D84E6747490...

Title: Director, Office of Grants and Contracts Date: 12/27/2023 | 6:26:38 A

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**	

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.

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

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 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:

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

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)

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.

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.

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

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.

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;

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;

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.

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.

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.

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

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**

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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

- 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

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: (to be determined (TBD) Tactics: • Direct Mailer • Social Media • Billboards/Signage • Google Ads • Radio Spots • Public Relations • Presentations • Giveaways Media Management:	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,	TBD	$120-150/hr.	$42,355

• Budgeting • Social media buys • Google search/ ads • YouTube	design, and production files. 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**

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

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:

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

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:

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

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

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

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)~~ ~~Tactics:~~ ~~• Direct Mailer~~ ~~• Social Media~~ ~~• Billboards/Signage~~ ~~• Google Ads~~ ~~• Radio Spots~~ ~~• Public Relations~~ ~~• Presentations~~ ~~• Giveaways~~ ~~Media Management:~~ ~~• Budgeting~~ ~~• Social media buys~~ ~~• 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~~

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

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 **Tactics:** • Direct Mailer • Social Media • Billboards/Signage • Google Ads • Radio Spots • Public Relations • Presentations • Giveaways **Media Management**: • Budgeting • Social media buys • Google search / Google ads • 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. 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: 1. Well owners 2. Farmers 3. Renters 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**

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

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

MINNESOTA

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

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?

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

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?**

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

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.

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

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. Billable hour rate: FY25 (2 months): 250 hours x $163 = $40,750 FY26 (1 year): 1750 hours x $178 = $311,500 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**

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**

---

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.

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.

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

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

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.

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.

Activities	*Hours*
Manage project steering team Team purpose: To provide insight and guidance for the overall project and resulting plan. 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. MAD Role: Assist client to recruit team participants, handle logistics, plan and facilitate meetings. **FY `25 (May 15 - July 1)** Committee meets for no more than 4 90-minute meetings. **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 **FY `25 (May 15 – July 1)** 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. **FY `26 (July 1 – October 15)** 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. Sector expert interviews: Plan and implement up to 10 30/60-minute phone or online interviews with those that have important perspectives to share. 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 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." Meeting #1: Run a "data party" to make sense of data from the environmental scan and start to set topical vision and broad goals. Meeting #2: Finish setting a topical vision and broad goals and begin to identify and prioritize the success indicators and levers for change. Meetings #3: Hear updates on progress by other groups and weigh impact on their own work. Meeting #4: Finish identifying the levers for change and conclude. Emerging plan feedback interviews (January 15 – February 5): Plan, facilitate and analyze results from up to 15 interviews of 1-3 individuals each.	220

Activities	*Hours*
Write final action roadmap (February 15 – March 15, 2026) 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.

LEASE NO. **861**
FISCAL YEAR: 26-27

DEPARTMENTAL LEASE

LANDLORD: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as TENANT) **Department of Health**	
BUILDING NAME/ADDRESS **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	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD		OFFICE	STORAGE	OFFICE	STORAGE			
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	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD		OFFICE	STORAGE	OFFICE	STORAGE			
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.

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

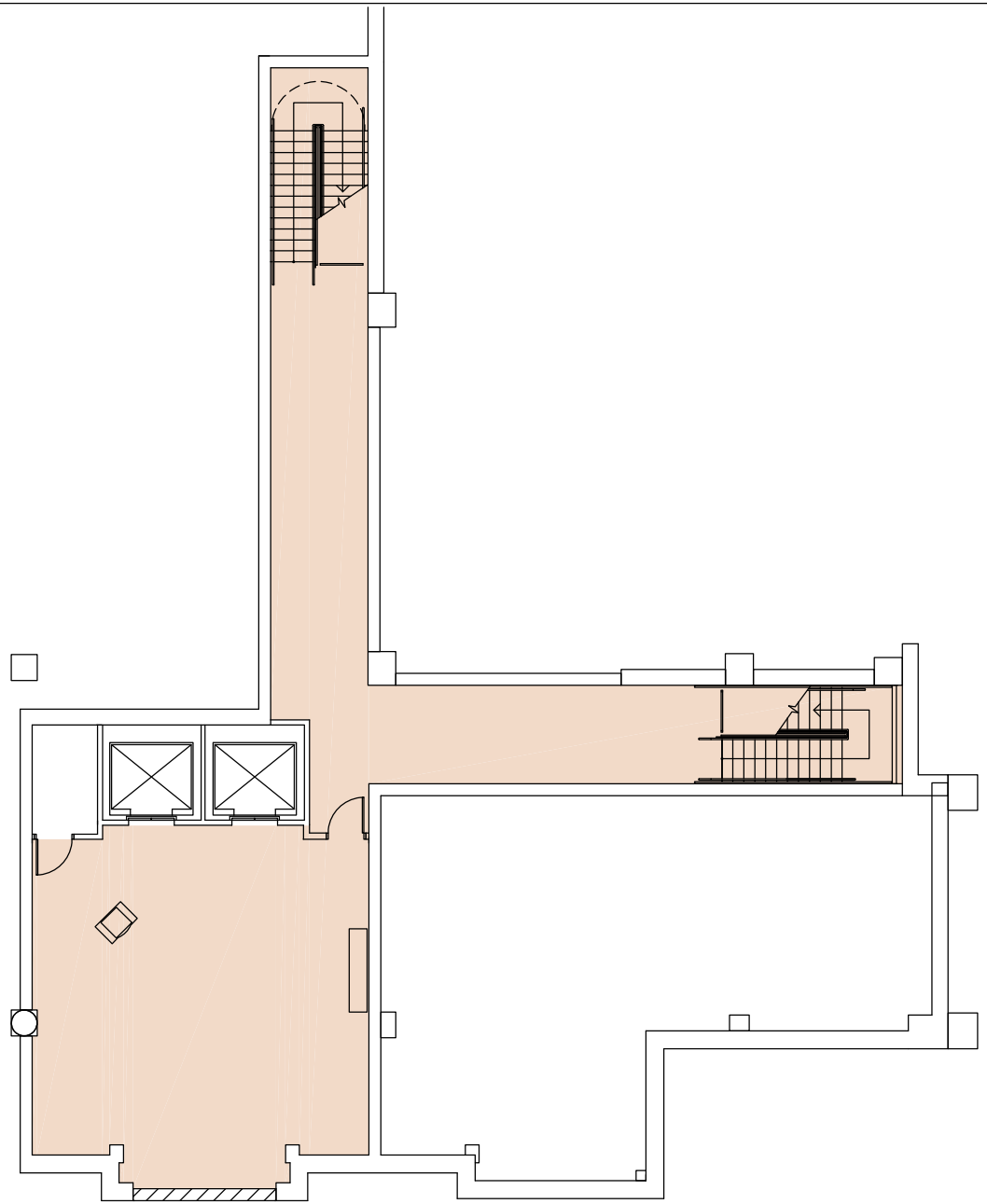
STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

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

EXHIBIT A



Lease #861
Department of Health
1,236 Shared Ag/Health Office

State of Minnesota
Department of Administration
Real Estate and Construction Services

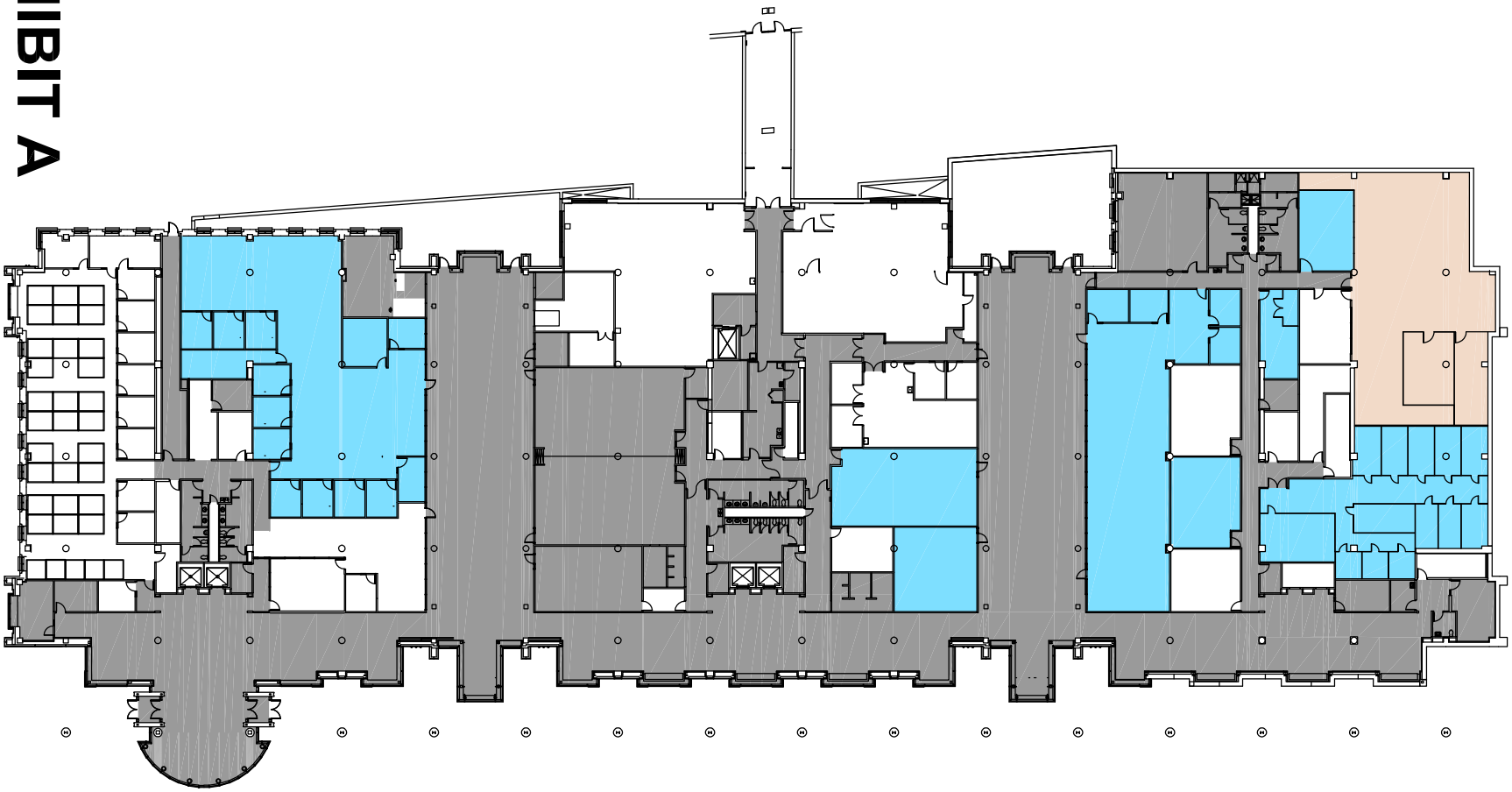
Freeman Office Building
310272

Notes / Remarks
FY26-FY27 Lease Renewal 5/27/25

Basement
G0231027262-LL

Drawn By: S. Jarvi
Checked By:
Approved By:

EXHIBIT A



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

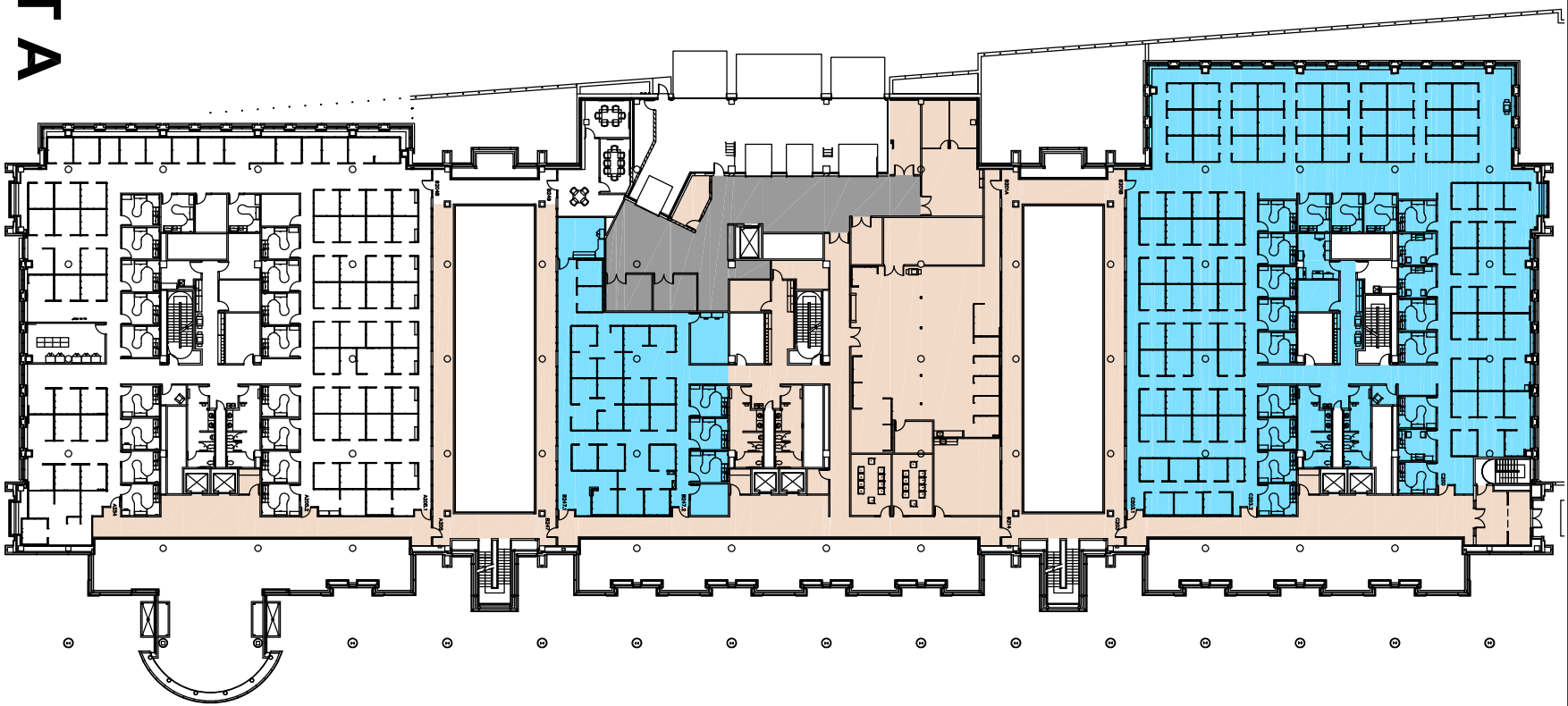
Freeman Office Building
310272

Notes / Remarks
FY26-FY27 Lease Renewal 5/27/25

First Floor
G0231027262-01

Drawn By: S. Jarvi
Checked By:
Approved By:

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

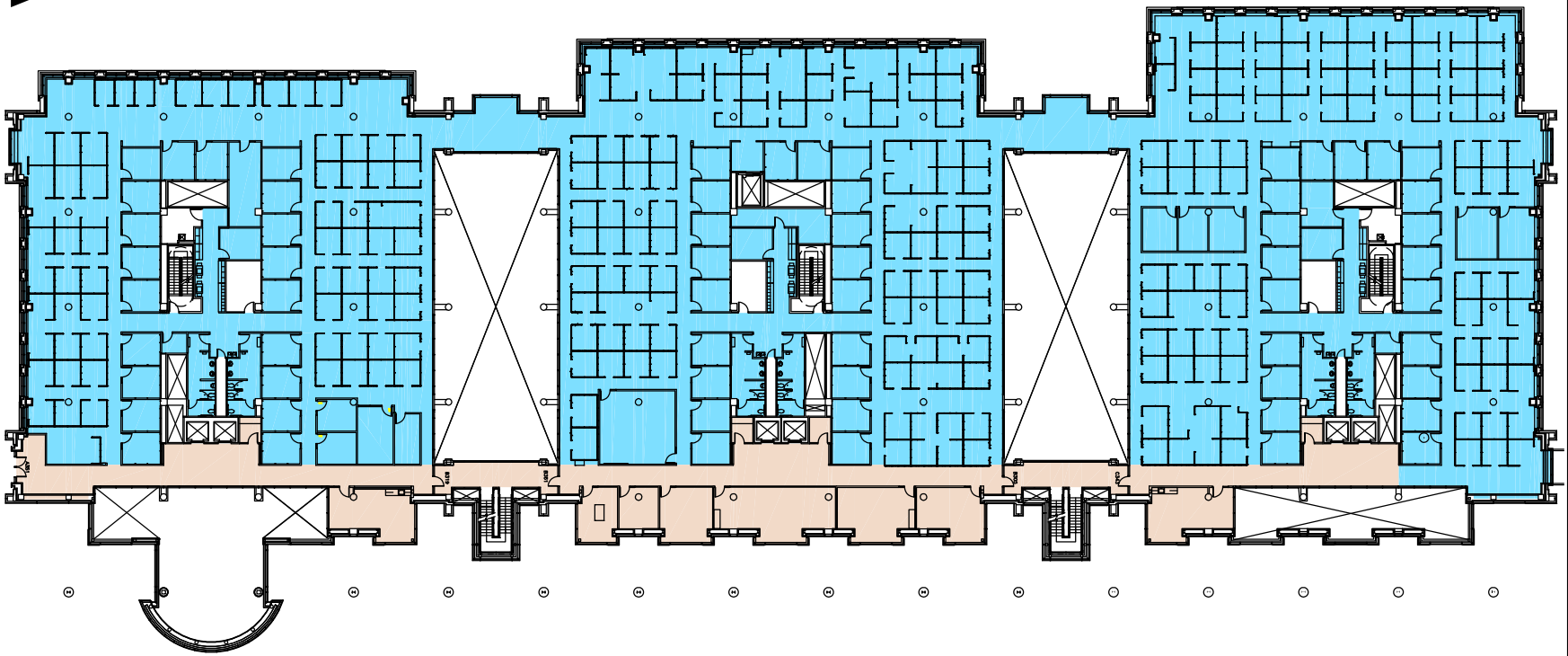
Freeman Office Building
310272

Notes / Remarks
FY26-FY27 Lease Renewal 5/27/25

Second Floor
G0231027262-02

Drawn By: S. Jarvi
Checked By:
Approved By:

EXHIBIT A



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

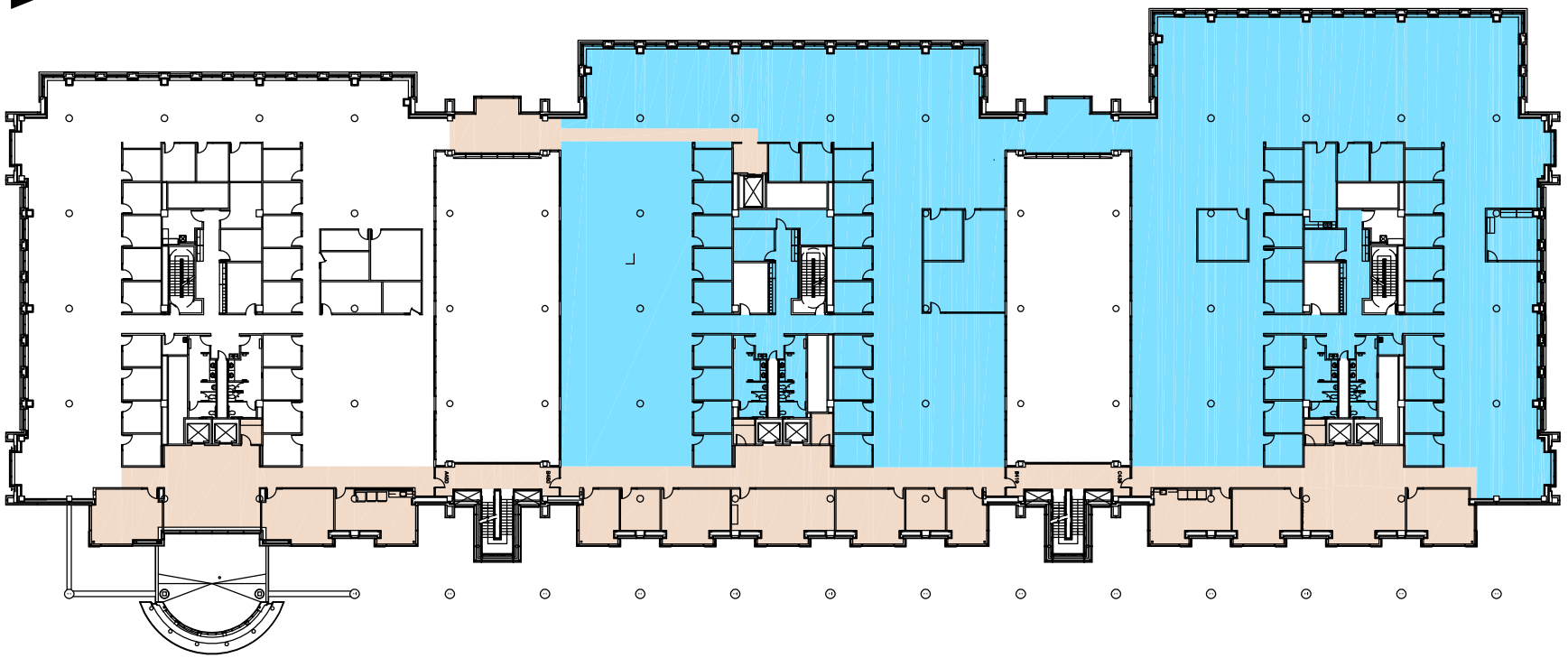
Freeman Office Building
310272

Notes / Remarks
FY26-FY27 Lease Renewal 5/27/25

Third Floor
G0231027262-03

Drawn By: S. Jarvi
Checked By:
Approved By:

EXHIBIT A



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

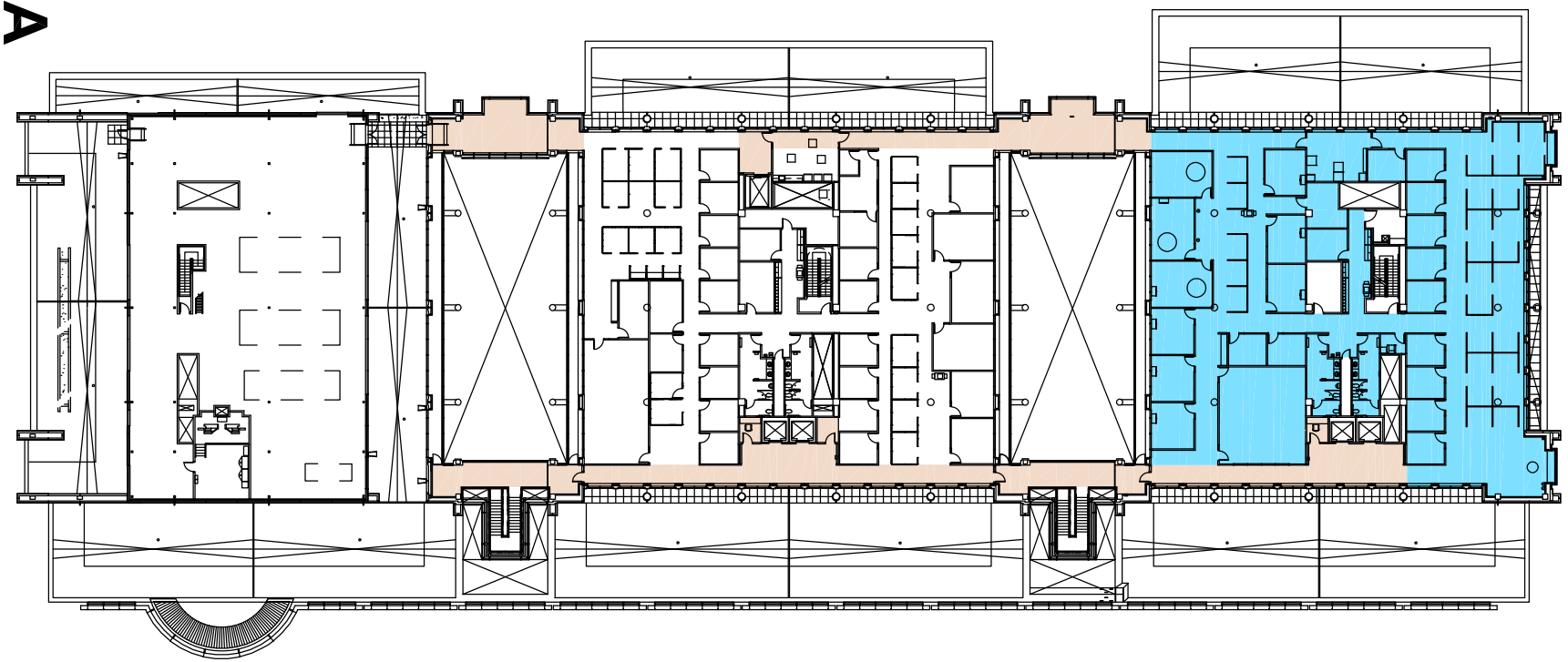
Freeman Office Building
310272

Notes / Remarks
FY26-FY27 Lease Renewal 5/27/25

Fourth Floor
G0231027262-04

Drawn By: S. Jarvi
Checked By:
Approved By:

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:

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

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.

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.)

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.

(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. Vacuum accessible carpeted main traffic aisles. Pick up litter in remainder of other carpeted areas. Spot clean carpeting. Spot clean partitions/door glass.
Weekly:	Vacuum all carpeted areas. Dust mop hard surface main traffic aisles. Dust mop hard surface areas. Wet mop hard surface areas. Detail/dust areas below 6 feet.
Monthly:	Spot clean walls and doors.
Semi-Annual:	Dust door frames. Dust accessible exterior window blinds, where applicable. Clean ceiling vents (up to 10 feet). 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.

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. Sweep hard surface floors. Wet mop hard surface floors. Clean walk-off mats. Clean door glass; spot clean adjacent glass. Vacuum carpet. Clean entire interior and exterior of elevators. Sweep/vacuum/wet mop non-enclosed stairways. Check/spot clean directories.
Weekly:	Detail/dust areas below 6 feet. Spot clean plate glass windows. Clean and/or polish stairway handrails. Clean thresholds. Check/arrange and spot clean public area furniture. Clean kick plates, push plates, and door frames. Spot clean walls.
As Needed:	Scrub and coat hard surface floors. Strip, seal and finish hard surface floors. Buff/burnish accessible hard surface floors. Spot clean carpet.

c. Hard surface Floor Care- Common Areas

Daily:	Dust mop wall to wall. Spot mop spills/splashes.
Weekly:	Wet mop/auto scrub floor surfaces. Buff/burnish floors.
As Needed:	Heavy scrub and recoat floor finish. Strip, seal and finish hard surface floors.

d. Hard Surface Floor Care-Work Areas

Daily:	Dust accessible areas. Wet mop other areas.
Weekly:	Dust mop wall to wall.

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.

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.

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

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.

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

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.

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.

LEASE NO. **789**
FISCAL YEAR: 26-27

DEPARTMENTAL LEASE

LANDLORD: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as TENANT) **Department of Health**	
BUILDING NAME/ADDRESS **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.

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

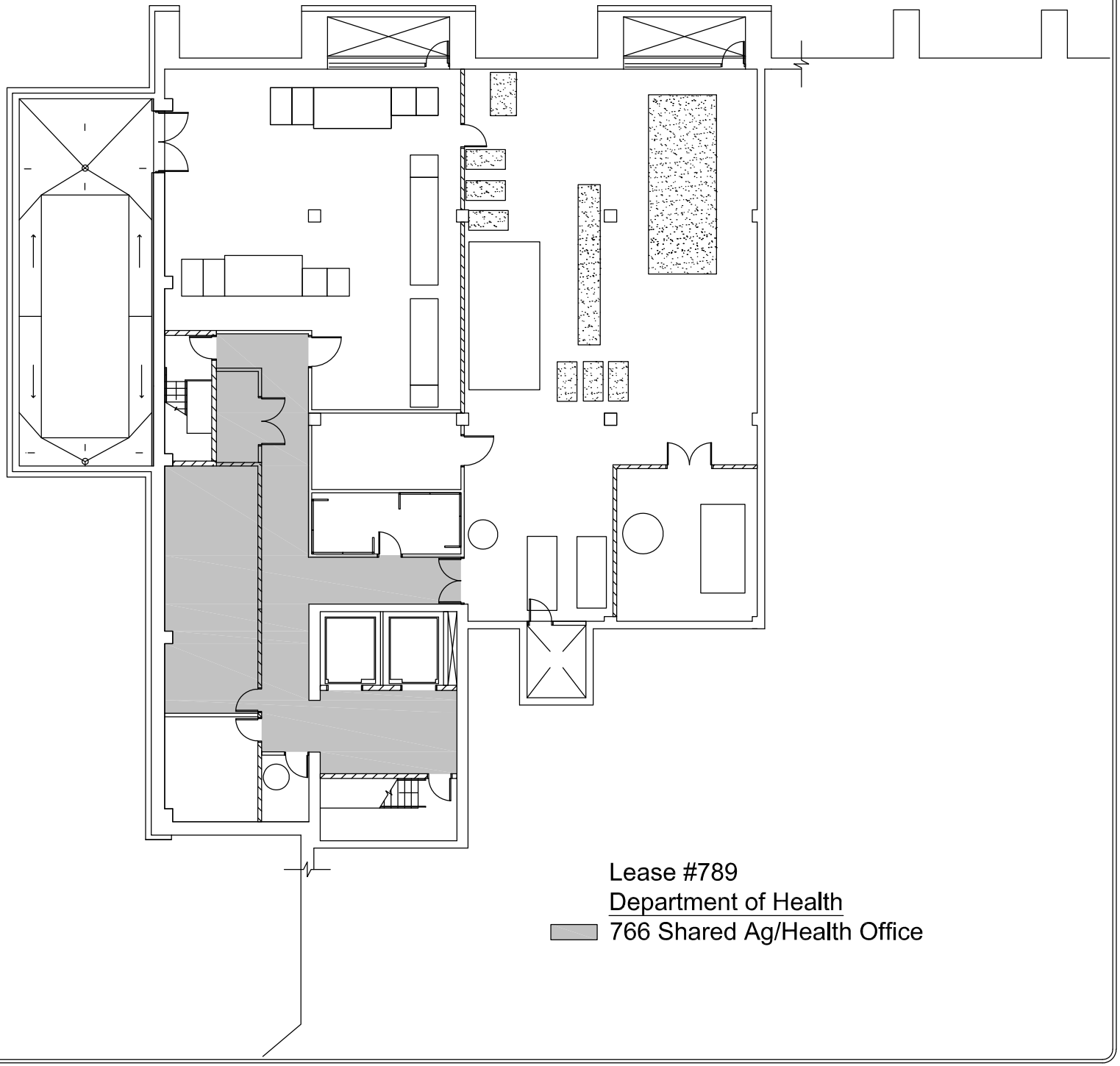
STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

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

EXHIBIT A



Lease #789
Department of Health
766 Shared Ag/Health Office

State of Minnesota
Department of Administration
Real Estate and Construction Services

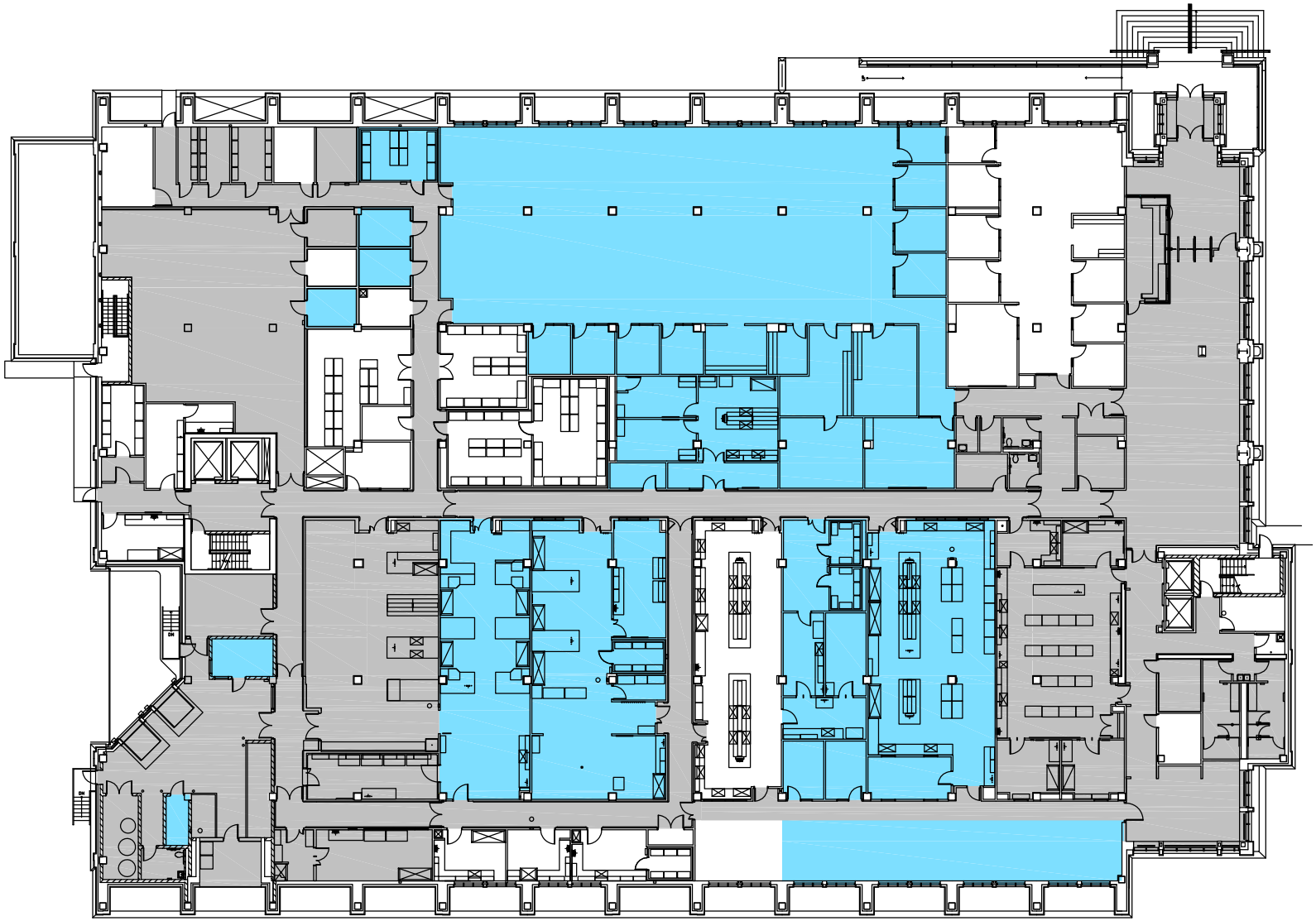
State Lab Building
310271

Notes / Remarks
FY26-FY27 Lease Renewal 7/9/24

Basement
G0231027162-LL

Drawn By: S. Jarvi
Checked By:
Approved By:

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

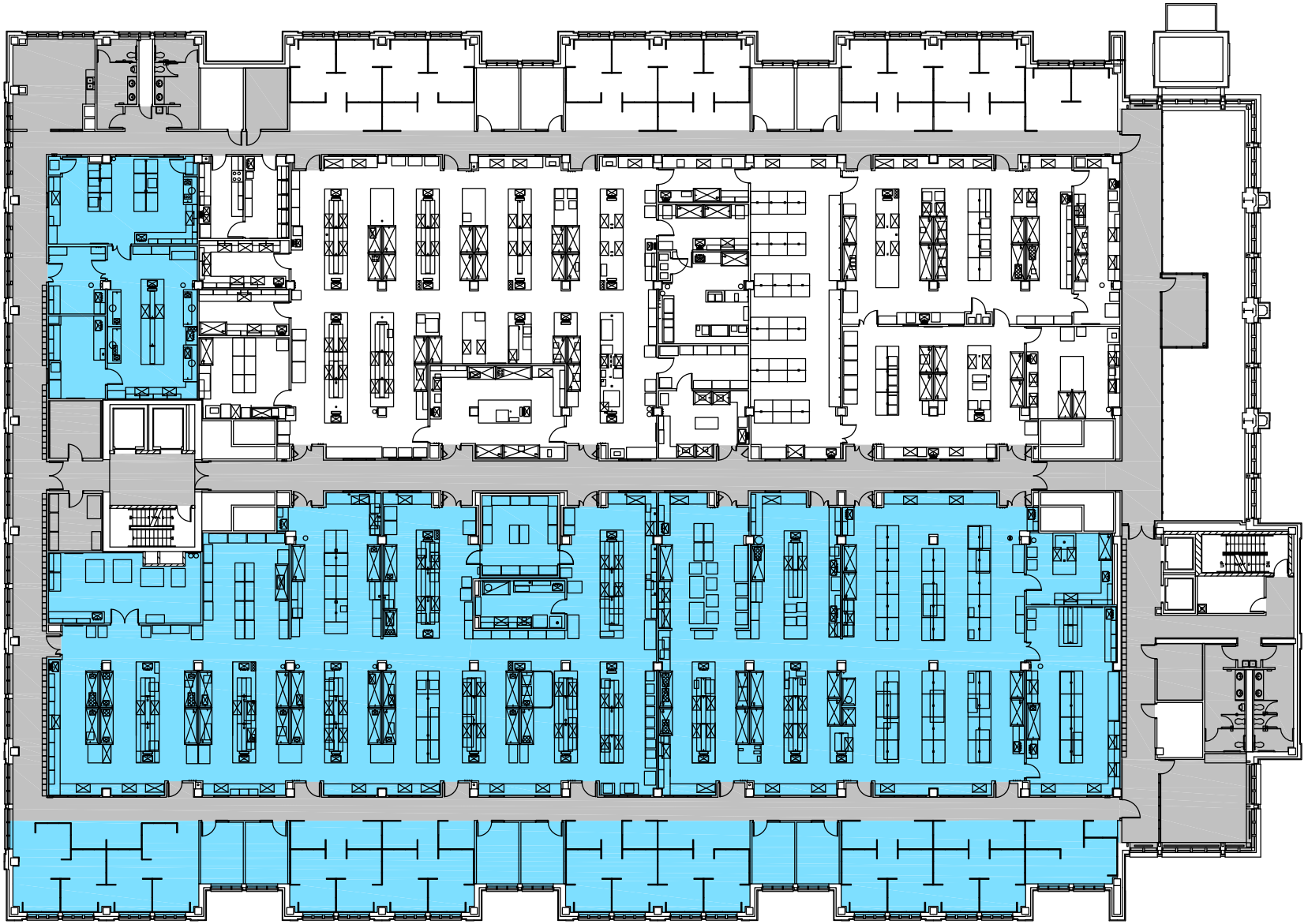
State Lab Building
310271

Notes / Remarks
FY26-FY27 Lease Renewal 7/9/24

First Floor
G0231027162-01

Drawn By: S. Jarvi
Checked By:
Approved By:

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:

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:

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

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.

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.)

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.

(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. Vacuum accessible carpeted main traffic aisles. Pick up litter in remainder of other carpeted areas. Spot clean carpeting. Spot clean partitions/door glass.
Weekly:	Vacuum all carpeted areas. Dust mop hard surface main traffic aisles. Dust mop hard surface areas. Wet mop hard surface areas. Detail/dust areas below 6 feet.
Monthly:	Spot clean walls and doors.
Semi-Annual:	Dust door frames. Dust accessible exterior window blinds, where applicable. Clean ceiling vents (up to 10 feet). 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.

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. Sweep hard surface floors. Wet mop hard surface floors. Clean walk-off mats. Clean door glass; spot clean adjacent glass. Vacuum carpet. Clean entire interior and exterior of elevators. Sweep/vacuum/wet mop non-enclosed stairways. Check/spot clean directories.
Weekly:	Detail/dust areas below 6 feet. Spot clean plate glass windows. Clean and/or polish stairway handrails. Clean thresholds. Check/arrange and spot clean public area furniture. Clean kick plates, push plates, and door frames. Spot clean walls.
As Needed:	Scrub and coat hard surface floors. Strip, seal and finish hard surface floors. Buff/burnish accessible hard surface floors. Spot clean carpet.

c. Hard surface Floor Care- Common Areas

Daily:	Dust mop wall to wall. Spot mop spills/splashes.
Weekly:	Wet mop/auto scrub floor surfaces. Buff/burnish floors.
As Needed:	Heavy scrub and recoat floor finish. Strip, seal and finish hard surface floors.

d. Hard Surface Floor Care-Work Areas

Daily:	Dust accessible areas. Wet mop other areas.
Weekly:	Dust mop wall to wall.

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.

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.

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

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.

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

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.

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.

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.

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.

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

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.

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

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

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

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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

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.

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

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 Greszyk (Jun 30, 2025 20:15 CDT)

Title: Assistant Commissioner, Department of Health

Date: 06/30/2025

OFFICE OF THE ATTORNEY GENERAL

By: Kelly Kemp
Kelly Kemp (Jul 1, 2025 10:36 CDT)

Title: Assistant Attorney General

Date: 07/01/2025

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