

Q3 of Fiscal Year 2026 Interagency Agreements and Transfers Report

Minnesota Department of Health

PO Box 64882

St. Paul, MN55164-0975

www.health.state.mn.us

This report and attached documents are to report on interagency agreements and transfers at the Minnesota Department of Health for Q3 of fiscal year 2026 per requirements of Minnesota Statutes, sections 15.0395, 16A.285 and 144.05, and the Laws of 2025, special session 1, chapter 3, article 21, section 6.

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

Minnesota Department of Health

Fiscal Year 2026 Quarter 3 Interagency Agreements and Service-Level Agreements

Contract Number	Agency	Amount	Purpose	Legal Authority	Effective Date	Duration
1 225330	OMAG	\$ 500,000.00	Human Trafficking Prosecutor	MS 471.59, subd 10; MS 15.061 & 144.0742	3/7/2023	3/7/2028
2 227058	DPS	\$ 294,250.00	Human Trafficking Investigation	MS 471.59, subd 10	4/6/2023	9/30/2026
3 227508	DOC	\$ 630,000.00	Hire peer recovery specialist	MS Sec 144.05 subd 2(3)	4/17/2023	9/30/2026
4 236334	DPS	\$ 1,377,585.00	DPS inspects facilities for fire safety/conducts life	MS 471.59, subd 10	9/22/2023	6/30/2026
5 239015	MDA	\$ 150,000.00	MDA share's information on antibiotics to improve	MS 471.59, subd 10	11/9/2023	6/30/2028
6 240681	BOP	\$ 500,000.00	To ensure all pharmacies have access to PDMP	MS 471.59, subd 10	12/27/2023	8/31/2028
7 249601	DHS	\$ 800,000.00	DHS shal help MDH broadcast the messaging about	MS 144.0528	6/1/2024	6/30/2027
8 254056	Commerce	\$ 1,200,000.00	Financial Examinations of MDH.	MS60A	8/20/2024	6/30/2027
9 259244	MMB	\$ 162,050.00	Educating homeowners to test private wells for	MS 16A.055 subd 1a; 43A.55 Subd 2; 471.59	10/25/2024	6/30/2027
10 259336	MMB	\$ 104,325.00	Infectious Disease Outbreak response team modeling	MS 16A.055 subd 1a; 43A.55 Subd 2; 471.59	10/30/2024	6/30/2026
11 261046	CAH	\$ 168,480.00	Independent Informal Dispute Resolution ("IIDR")	MS 144A.10	12/18/20024	11/19/2026
12 263239	MMB	\$ 264,152.00	Project Management	MS 16A.055 subd 1a; 43A.55 Subd 2; 471.59	1/30/2025	12/31/2025
13 264872	MMB	\$ 105,883.00	Rollout of Sage program to modernize	MS 16A.055 subd 1a; 43A.55 Subd 2; 471.59	3/6/2025	3/31/2026
14 267968	MMB	\$ 317,799.00	Project Management and execution of apace	MS 16A.055 subd 1a; 43A.55 Subd 2; 471.59	4/30/2025	8/31/2026
15 268959	OMAG	\$ 560,000.00	OMAG investigates wage theft as way of addressing	MS 471.59, subd 10	5/21/2025	11/30/2027
16 269383	MMB	\$ 162,065.00	Project team to focus on improving quality of life for	MS 16A.055 subd 1a; 43A.55 Subd 2; 471.59	5/14/2025	6/30/2026
17 273245	OMAG	\$ 2,092,160.00	Legal services	MS 8.06	7/1/2025	6/30/2027
18 273366	ADMN	\$ 10,599,959.40	Freeman Lease	MDH Lease	7/1/2025	6/30/2027
19 273369	ADMN	\$ 8,528,901.60	MDA/MDH Lab Lease	MDA/MDH Lab Lease	7/1/2025	6/30/2027
20 278133	MMB	\$ 149,800.00	Coordinate a minimum of six technical assistants (TA)	MS 16A.055 subd 1a; 43A.55 Subd 2; 471.59	10/16/2025	6/30/2026
21 278408	MMB	\$ 160,424.00	Develop a comprehensive parent/guardian	MS 16A.055 subd 1a; 43A.55 Subd 2; 471.59	2/27/2026	12/31/2026
22 280241	MMB	\$ 104,860.00	Support the planning and early implementation of	MS 16A.055 subd 1a; 43A.55 Subd 2; 471.59	12/9/2025	6/30/2026
23 280244	MMB	\$ 106,733.00	Provide leadership team coaching and preparation	MS 16A.055 subd 1a; 43A.55 Subd 2; 471.59	12/12/2025	6/30/2026
24 281569	DPS	\$ 2,862,595.34	Hire three new FTE's to improve labor trafficking	MS 471.59, subd 10	1/26/2026	11/30/2030
25						
26						
27						
28						
29						
30						
31						
32						
33						
TOTAL		\$ 31,902,022.34				

Minnesota Department of Health
 Fiscal Year 2026 Quarter 3 Transfers

TRANSFER FROM			TRANSFER TO			Purpose of Transfer	Legal Authority for Transfer	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In Amount			
1	MMB	2000	(1,387.33)	MDH	2000	1,387.33	To the Safe Harbor For Youth account for penalty assessment	609 3241 (c) 3
2	MDH	1000	(695,000.00)	MDH	1000	695,000.00	(Home Visiting Nurse Grants) to operating budget 6445 (Home Visiting).	Transfer 3% of 6409 and 10% of 6405 to operating budget 6445
3	MMB	2000	(1,562.50)	MDH	2000	1,562.50	To the Safe Harbor For Youth account for penalty assessment	609 3241 (c) 3
4	DPS	2000	(25,650.00)	MDH	2000	25,650.00	DWI 1st Half Payments + \$25-2 nd Quarter FY26. MMB, H12, BCA, Patrol,	M.S. 171. 29 2F
5	DPS	2000	(178,800.00)	MDH	2000	178,800.00	MMB, HEALTH, BCA, STATE PATROL, AND DVS-APPROP. P077002'S PORTION	DWI REINSTATEMENT FEE-MONTHLY TRANSFER FOR Nov-Jan FY26 MMB, HEALTH, BCA, STATE PATROL, AND DVS-APPROP. P077002'S PORTION
6	MMB	2000	(2,243.81)	MDH	2000	2,243.81	To the Safe Harbor For Youth account for penalty assessment	609 3241 (c) 3
7	DPS	2000	(29,950.00)	MDH	2000	29,950.00	MMB, HEALTH, BCA, STATE PATROL, AND DVS-APPROP. P077002'S PORTION	DWI REINSTATEMENT FEE-MONTHLY TRANSFER FOR Feb FY26 MMB, HEALTH, BCA, STATE PATROL, AND DVS-APPROP. P077002'S PORTION
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
TOTAL			\$ (934,593.64)			\$ 934,593.64		



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

3. Minnesota Department of Health

With delegated authority

Print Name: Martina L Cameron DocuSigned by:

Signature: Martina L Cameron B9061C6F0BF5405...

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

2. Office of the Minnesota Attorney General

With delegated authority

Print Name: David Voigt DocuSigned by:

Signature: David Voigt 7AFF5D9306944A1...

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

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:	<u>February 24, 2023</u>	Total Contract Amount:	<u>\$500,000.00</u>
Original Contract Expiration Date:	<u>May 31, 2025</u>	Original Contract:	<u>\$494,925.00</u>
Current Contract Expiration Date:	<u>May 31, 2025</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$5,075.00</u>

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: David Voigt DocuSigned by:
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

Signature: _____ 8A01D84E6747490...

Title: Director, Office of Grants and Contract Services Date: 4/2/2024

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		\$494,925.00 \$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:	<u>March 07, 2023</u>	Total Contract Amount:	<u>\$500,000.00</u>
Original Contract Expiration Date:	<u>May 31, 2025</u>	Original Contract:	<u>\$494,925.00</u>
Current Contract Expiration Date:	<u>May 31, 2025</u>	Previous Amendment(s) Total:	<u>\$5,075.00</u>
Requested Contract Expiration Date:	<u>March 07, 2028</u>	This Amendment:	<u>\$0.00</u>

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: David Voigt DocuSigned by:
David Voigt

Signature: David Voigt 7AFF5D9306944A1...

Title: Deputy Attorney General Date: 1/6/2025 | 2:43:25 PM CST

3. State Agency

With delegated authority

Print Name: Amy Yolanda Castillo DocuSigned by:
Amy Yolanda Castillo

Signature: Amy Yolanda Castillo 3B32496536734EA...

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 A12

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

AMENDMENT COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for agreement amendments that extend the end date of an agreement, add/reduce work and money, or change any other term or condition of the agreement.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original agreement, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Health **Agency:** Minnesota Department of Public Safety, Bureau of Criminal Apprehension

Current Agreement Term: March 1 2023-September 30, 2025 **Project Identification:** 227058

Amendments to agreements must entail tasks that are substantially similar to those in the original agreement or involve tasks that are so closely related to the original agreement that it would be impracticable for a different agency to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the agreement expires.

What changes are being made to the to the agreement? Complete appropriate box(es) for the amendment submitted.

1. **Amendment to the Expiration Date of the agreement**
 - a. Proposed New Expiration Date: September 30, 2026
 - b. Why is it necessary to amend the Expiration Date? The state received a one-year extension from the U.S. Department of Justice to complete objectives and is giving the same extension to partners.
2. **Amend Duties and Cost** **Amend Duties Only**
 - a. Describe the amendment:
 - b. If cost is amended, insert the amount of the original agreement AND amount of each amendment below:
3. **Amendment to change other terms and conditions of the agreement:**
 - a. Describe the changes that are being made:

Amendment 1 to SWIFT Agreement No. 227058

Contract Effective Date:	March 1, 2023__	Total Contract Amount:	\$294,250.00__
Original Contract Expiration Date:	September 30, 2025	Original Contract:	\$294,250.00__
Current Contract Expiration Date:	September 30, 2025	Previous Amendment(s) Total:	0_____
Requested Contract Expiration Date:	September 30, 2026	This Amendment:	0_____

This amendment is by and between the State of Minnesota, acting through its Commissioner Health (“State”) and [Minnesota Department of Safety, Bureau of Criminal Apprehension] whose designated business address is [1430 Maryland Ave East, Saint Paul, MN 55106] (“Agency”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. The State has an agreement with the Agency identified as SWIFT Agreement Number 227058” (“Original Agreement”) to provide a Victims Relations Coordinator within the Human Trafficking Investigators Taskforce.
2. This agreement is being amended for additional time. The state received a one-year extension from the U.S. Department of Justice to complete objectives and is giving the same extension to partners.
3. The Parties are willing to amend the Original Agreement as stated below.

Contract Amendment

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

REVISION 1. Clause 1. “**Term of Agreement**” is amended as

1 Term of Agreement

- 1.1 **Effective date:** March 1, 2023, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** ~~September 30, 2025~~ September 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

1. State Encumbrance Verification

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

Print Name: Christina Mish _____

Signature: **Christina Mish** Digitally signed by Christina Mish Date: 2025.08.01 06:48:09 -05'00'


Title: Accounting Officer _____ Date: 8/1/2025 _____

SWIFT Agreement No. 227058/Time Only/REQ 2729 _____

2. Minnesota Department of Public Safety, Bureau of Criminal Apprehension

With delegated authority.

Print Name: Deputy Superintendent Scott Mueller DocuSigned by: _____

Signature:  Digitally signed by Scott Mueller Date: 2025.08.01 07:26:02 -05'00'

Title: Deputy Superintendent _____ Date: 8/13/2025 | 7:26:02 AM CDT

3. Minnesota Department of Health

With delegated authority

Print Name: Amy Yolanda Castillo DocuSigned by: _____

Signature:  Digitally signed by Amy Yolanda Castillo Date: 2025.08.20 07:58:03 -05'00'

Title: Contracts Coordinator _____ Date: 8/20/2025 | 7:58:03 AM CDT

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: NA _____

Signature: NA _____

Title: NA _____ Date: NA _____

Admin ID: NA _____

AGENCY: Department of Public Safety, Bureau of Criminal Apprehension				
GOAL: Create a Victim Relations Coordinator to support the Predatory Crimes Sections (PCS)/MN Human Trafficking Investigations				
Outcome Number: 1-10 human trafficking victims identified and supported		Outcome: Victims have access to resources, MNHTI better coordinates with MDH Safe Harbor and Regional Navigators		
Data Source:		Person Responsible:Assistant Special Agent in Charge Bobbi Jo Pazdernik		
ACTIVITIES Max. 50 words (resulting in outcome listed above)	NUMBER OF PARTICIPANTS AND FREQUENCY OF ACTIVITY	TIMEFRAME	PARTY RESPONSIBLE	OUTPUT MEASURES (How do you measure this outcome?)
The Victim Relations Coordinator position will provide support and advocacy to youth victim-survivors from PCS investigations, case management, and work in coordination with the MDH Safe Harbor Regional Navigator structure.	See details on next page.	March 1, 2023 – June 30, 2025 <u>September</u> <u>30,2026</u>	ASAIC Bobbi Jo Pazdernik	Number of investigations supported.
PROJECT OUTCOMES: (maximum 50 words) The Victim Relations Coordinator (VRC) will support Predatory Crimes Section (PCS)/MN Human Trafficking Investigators by supporting victims throughout the investigative process. The VRC will work directly with both agents and victim-survivors throughout the investigative process. VRC will also coordinate with the MDH Regional Navigator Structure for resources throughout case management. VRC will attend PCS/MNHITF meetings. VRC will provide training and conduct community engagement when appropriate through PCS supervisor approval. VRC will seek to				

work with other important systems such as MDH, DHS, and medical services and take on roles of serving on Multiple Disciplinary Teams (MDT's) when appropriate.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Health (MDH) and Minnesota Department of Public Safety (DPS), Bureau of Criminal Apprehension (BCA).

WHEREAS, MDH and BCA are empowered to enter into interagency agreement pursuant to Minnesota Statutes section 471.59, subdivision 10; and

WHEREAS, MDH is empowered to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness, disease, injury and violence pursuant to Minnesota Statutes, section 144.05, subdivision 1(b); and

WHEREAS, pursuant to Minnesota Statutes, section 144.0742, MDH is empowered to enter into contracts with any private or public entity for the provision of statutory prescribed public health services; and

WHEREAS, pursuant to Minnesota Statutes, section 144.074, MDH may receive and accept money from any source, including other agencies, for any public health purpose within the scope of MDH's statutory authority; and

WHEREAS, MDH is receiving federal funds from the U.S. Department of Justice, Office of Justice Programs to intervene with and prevent the sex and labor trafficking of children and youth in Minnesota, Grant Award (NGA) number is 15POVC-22-GG-01575-MUMU; CFDA number 16.320 to support the sex and labor trafficking prevention program in Minnesota; and

WHEREAS, BCA is the lead law enforcement agency for crime analysis in Minnesota and provides statewide technical support for community and tribal law enforcement agencies; and

WHEREAS, the BCA provides investigative and specialized law enforcement services to prevent and solve crimes in partnership with law enforcement, public safety and criminal justice agencies and whose services include criminal justice training and development, forensic laboratory analysis, criminal histories and investigations; and

WHEREAS, the BCA partners with state and local criminal justice agencies on investigations, Amber Alerts, Crime Alerts and criminal justice data integration, and whose efforts to improve public safety are also furthered through relationships with federal programs like the Federal Bureau of Investigation (FBI), the National Center for Missing & Exploited Children, the Drug Abuse Resistance Education (D.A.R.E.) Program and more; and

WHEREAS, MDH has skills and technical resource to develop the statewide Safe Harbor model in community settings and to provide, in partnership with the BCA, develop a law enforcement specific labor trafficking protocol; and

WHEREAS, BCA is the only state agency that has a statewide, law enforcement, human trafficking task force to investigate human trafficking cases they can improvement outcomes for child and youth victims of human trafficking through providing a victim advocate with a trauma informed approach;

NOW, THEREFORE, the parties have entered into the following:

Agreement

1 Term of Agreement

1.1 **Effective date:** March 1, 2023, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

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

2 Scope of Work

See Exhibit A: BCA Work Plan, which is attached and incorporated into this agreement.

3 Consideration and Payment

According to the breakdown of costs contained in Exhibit B: BCA Budget Summary, which is attached and incorporated into this agreement.

The total obligation of MDH for all compensation and reimbursements to DPS under this agreement will not exceed \$294,250.00. MDH will promptly pay DPS for services performed within 30 days of receipt of invoices submitted by DPS. The invoices will be submitted according to the following schedule: Payment to be requested by invoice based on actual hours of service performed in the previous months, with cumulative payments not to exceed total agreed amount listed above.

4 Conditions of Payment

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

5 Authorized Representative

MDH's Authorized Representative is Amanda Colegrove, Safe Harbor Expansion Coordinator, PO Box 64882, Saint Paul, MN 55164-0882, 651-201-5419, or his/her successor.

BCA's Authorized Representative is BobbiJo Pazdernik, Senior Special Agent, 1430 Maryland Ave East, Saint Paul, MN 55106, 651-793-1040, or his/her successor.

6 Amendments

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

7 Liability

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

8 Termination

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

[Remainder of this page intentionally left blank.]

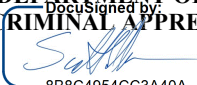
1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Sarah Martin Digitally signed by Sarah Martin
Date: 2023.04.04 09:58:52 -05'00'

Date: 4/4/2023

227058_3000101871_REQ 7676

**2. MINNESOTA DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**


By:  DocuSigned by:
8B8C4954CC3A40A...

(With delegated authority)
Deputy Superintendent

Title: _____

Date: 4/5/2023 | 12:57:11 PM PDT

3. MINNESOTA DEPARTMENT OF HEALTH

DocuSigned by:

B9061C6F0BF5405...
By: _____
(with delegated authority)
Finance Director

Title: _____

Date: 4/6/2023 | 8:34:20 AM CDT

Exhibit A: DPS Work Plan

AGENCY: Department of Public Safety, Bureau of Criminal Apprehension				
GOAL: Create a Victim Relations Coordinator to support the Predatory Crimes Sections (PCS)/MN Human Trafficking Investigations				
Outcome Number: 1- 10 human trafficking victims identified and supported			Outcome: Victims have access to resources, MNHTI better coordinates with MDH Safe Harbor and Regional Navigators	
Data Source:			Person Responsible: Assistant Special Agent in Charge Bobbi Jo Pazdernik	
ACTIVITIES Max. 50 words (resulting in outcome listed above)	NUMBER OF PARTICIPANTS AND FREQUENCY OF ACTIVITY	TIMEFRAME	PARTY RESPONSIBLE	OUTPUT MEASURES (How do you measure this outcome?)
The Victim Relations Coordinator position will provide support and advocacy to youth victim-survivors from PCS investigations, case management, and work in coordination with the MDH Safe Harbor Regional Navigator structure.	See below in Project Outcomes	March 1, 2023 – June 30, 2025	ASAIC Bobbi Jo Pazdernik	Number of investigations supported.
PROJECT OUTCOMES: (maximum 50 words) The Victim Relations Coordinator (VRC) will support Predatory Crimes Section (PCS)/MN Human Trafficking Investigators by supporting victims throughout the investigative process. The VRC will work directly with both agents and victim-survivors throughout the investigative process. VRC will also coordinate with the MDH Regional Navigator Structure for resources throughout case management. VRC will attend PCS/MNHITF meetings. VRC will provide training and conduct community engagement when appropriate through PCS supervisor approval. VRC will seek to				

Exhibit A: DPS Work Plan

work with other important systems such as MDH, DHS, and medical services and take on roles of serving on Multiple Disciplinary Teams (MDT's) when appropriate.

Exhibit B: DPS Budget Summary

(Total Funding Amount per Grant Application)

Agency:	Department of Public Safety – Bureau of Criminal Apprehension
Contact Person for further information:	Bobbi Jo Pazdernik
Phone:	651-793-1040
Email Address:	Bobbijo.pazdernik@state.mn.us
Budget by Line Item	Total Dollars
Salaries and Fringe 1 full-time victim advocate	\$294,250.00
Subtotal	\$294,250.00
Indirect Costs	
TOTAL	\$294,250.00



State of Minnesota

Interagency Agreement

SWIFT Contract Number: 227508

This Interagency Agreement (“Agreement”) is between State of Minnesota, through its Commissioner of the Minnesota Departments of Health (MDH) and the Minnesota Department of Corrections (DOC).

Recitals

1. Whereas, MDH is empowered to enter into this agreement under Minn. Stat. §§ 15.061, 144.05 and 144.0742; and
2. Whereas, MDH and DOC have authority to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, Subdivisions 1(a), 1(b), 1(f), and Subdivision 2(3) to jointly exercise common powers and subdivision 10 to provide services to each other; and
3. Whereas, the vision of MDH is for health equity in Minnesota, where all communities thrive and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. The DOC agrees, where applicable, to perform its work with advancing health equity as a goal; and
4. Whereas, Minnesota, and the United States, are currently experiencing a preventable drug overdose epidemic; and
5. Whereas, the Prescription drug overdose issue in Minnesota is a public Health concern; and
6. Whereas, the MDH and DOC, in their joint prevention work, provide an opportunity to expand current opioid crisis planning efforts together. Especially important are the efforts to create formal and informal collaboration in the continuum of treatment resources and the integration of services at each point in the continuum from incarceration to re-entry in the community; and
7. Whereas, Minnesota Statutes Section 144.05, Subdivision 1(1) grants MDH the specific authority to conduct studies and investigations, including those for the purpose of reducing the morbidity or mortality from any cause or condition of health; collecting and analyzing public health data; identifying and describing health problems; and planning and coordinating programs and services affecting the public’s health; and
8. Whereas, Minnesota Statutes Section 144.05, Subdivision 1(2), authorizes MDH to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness and disease and the limitation of disabilities resulting therefrom; and
9. Whereas, under Minnesota Statutes Section 144.05, Subdivision 1(6), MDH is responsible to coordinate and integrate local, state, and federal programs and services affecting the public’s health; and

10. Whereas, Minnesota Statutes Section 144.05, Subdivision 2(3), makes it part of MDH’s statutory mission to coordinate MDH’s activities, wherever appropriate, with the activities of other governmental agencies;

Now therefore, it is agreed:

Agreement

1. Term of Agreement

- 1.1 Effective date. April 17, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. September 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

- 1. DOC will hire and embed a certified peer recovery support specialist as well as a certified peer recovery specialist supervisor to support implementation of peer recovery training with currently incarcerated individuals and release planning prior to re-entry. The goal is to hire and embed these two positions within six months of this agreement being fully executed.
- 2. The certified peer recovery support specialist will provide wrap around supports to currently incarcerated individuals in preparation for release including connecting individuals with community resources, e.g., housing, recovery meetings, and peer recovery specialists working in the community.
- 3. The certified peer recovery specialist supervisor will organize peer recovery trainings, manage finances and invoicing, and coordinate with Minnesota Recovery Connection (MRC) and recovery community organizations (RCO) across the state to develop referral protocols and processes.

3. Consideration and Payment

The MDH will reimburse for two FTE positions for each year as stated below; invoices must be submitted monthly and contain appropriate documentation supporting the salary expenditures.

- Certified Peer Recovery Supervisor: \$120,000.00/year
- Certified Peer Recovery Specialist: \$90,000.00/year

Year 1: Date of execution to September 30, 2023 (invoices due by the 15th of the following month)

Year 2: October 1, 2023 to September 30, 2024 (invoices due by the 15th of the following month)

Year 3: October 1, 2024 to September 30, 2025 (invoices due by the 15th of the following month)

The total obligation of MDH for all compensation and reimbursements to DOC under this Agreement will not exceed \$630,000.

4. Conditions of Payment

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

5. Authorized Representative

MDH's Authorized Representative is Pearl Evans, Overdose Prevention Coordinator, 85 E. 7th Place, PO Box 64882, Saint Paul, MN 55164, 651-201-5274, pearl.evans@state.mn.us , or her successor or delegate.

DOC's Authorized Representative is Michelle Smith, 1450 Energy Park Drive, Suite 200, Saint Paul, MN 55108, 651-361-7217, michelle.smith@state.mn.us , or her successor or delegate.

6. Amendments

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

7. Liability

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

8. Termination

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

1. State Encumbrance Verification

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

Print Name: Sarah Martin

Signature: Sarah Martin Digitally signed by Sarah Martin
Date: 2023.04.12 07:23:19 -05'00'

Title: Accounting Officer Date: 4/12/2023

SWIFT Contract No. 227508_REQ 7937

2. MN Department of Corrections

With delegated authority

Paul Schnell

Print Name: Paul Schnell

Signature: Paul Schnell 10BCAE2272D1476...

Title: Commissioner Date: 4/12/2023 | 11:09:07 AM PDT

3. MN Department of Health

With delegated authority

Martina L Cameron

Print Name: Martina L Cameron

Signature: Martina L Cameron B9061C6F0BF5405...

Title: Finance Director Date: 4/13/2023 | 2:26:29 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: Department of Health **Name of Contractor:** Minnesota Department of Corrections (DOC)

Current Contract Term: April 17,2023- September 30, 2025 **Project Identification:** 227508

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. **Amendment to the Expiration Date of the contract**

- a. Proposed New Expiration Date: September 30, 2026
- b. Why is it necessary to amend the Expiration Date? A funding extension has been granted through 9/30/2026.

2. **Amend Duties and Cost** **Amend Duties Only**

- a. Describe the amendment: This amendment is to extend the expiration date and to move funds around and add some duties.
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

3. **Amendment to change other terms and conditions of the contract:**

- a. Describe the changes that are being made:

Amendment 2 to SWIFT Contract No. 227508

Contract Effective Date:	<u>April 17, 2024</u>	Total Contract Amount:	<u>\$630,000.00</u>
Original Contract Expiration Date:	<u>September 30, 2025</u>	Original Contract:	<u>\$630,000.00</u>
Current Contract Expiration Date:	<u>September 30, 2025</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>September 30, 2026</u>	This Amendment:	<u>\$0</u>

This amendment is by and between the State of Minnesota, acting through its Minnesota Department of Health (“State”) and Minnesota Department of Corrections (DOC) whose designated business address is 1450 Energy Park Drive, #200, Saint Pual, MN 55108 (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. The State has a contract with the Contractor identified as Minnesota Department of Corrections (DOC) as identified as SWIFT Contract Number 227508 (“Original Contract”) to provide a certified peer recovery support specialist as well as a certified peer recovery specialist supervisor to support implementation of peer recovery training with currently incarcerated individuals and release planning prior to re-entry.
2. This agreement is being amended to extend the expiration date, move funds around and add some duties.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Clause 1. “**Term of Contract**” is amended as follows

1. Term of Contract

- 1.1 Effective date. April 17, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. ~~September 30, 2025~~ September 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2. “**Scope of Work**” is amended to add

1. DOC will hire and embed a certified peer recovery support specialist as well as a certified peer recovery specialist supervisor to support implementation of peer recovery training with currently incarcerated individuals and release planning prior to re-entry. The goal is to hire and embed these two positions within six months of this agreement being fully executed.
2. The certified peer recovery support specialist will provide wrap around supports to currently incarcerated individuals in preparation for release including connecting individuals with community resources, e.g., housing, recovery meetings, and peer recovery specialists working in the community.

3. The certified peer recovery specialist's supervisor will organize peer recovery trainings, manage finances and invoicing, and coordinate with Minnesota Recovery Connection (MRC) and recovery community organizations (RCO) across the state to develop referral protocols and processes.
4. Process Certified Peer Recovery Specialist (CPRS) applications and determine eligibility for examination.
5. Provide Test proctoring for the Minnesota State-based Peer Recovery Exam for up to 120 incarcerated individuals
 - 5.1 At least one DOC staff will be present to assist with testing administrative duties
 - 5.2 Testing must be in-person
 - 5.3 Incarcerated individuals passing the exam with a score of 80% or above, will be certified
 - 5.4 Incarcerated individual's scoring under 80% will be offered re-examination at a reduced application processing fee after 30 days have passed from the last examination.
6. DOC certified peer recovery specialist will obtain the Connecticut Center For Recovery Training (CCAR) Recovery Coach Professional Facilitator certification (RCPF) Becoming a Facilitator | CCAR Training. With a CCAR certification, DOC peer recovery specialist will facilitate DOC continuing education course.

REVISION 3. Clause 3 "Consideration and Payment" is amended as follows:

The MDH will reimburse for two FTE positions for each year as stated below; invoices must be submitted monthly and contain appropriate documentation supporting the salary expenditures.

- Certified Peer Recovery Supervisor: \$120,000.00/year through September 9, 2025
- Certified Peer Recovery Specialist: \$90,000.00/year through September 30, 2025
- Certified Peer Recovery Written Testing for up to 120 incarcerated individuals/ \$28,000.00/year
- Certified Peer Recovery Specialist: \$95,000.00/year through September 30, 2026
- Connecticut Center For Recovery Training (CCAR) materials up to \$500.00 and authorized facilitator training \$3,000.00.

Year 1: Date of execution to September 30, 2023 (invoices due by the 15th of the following month)

Year 2: October 1, 2023 to September 30, 2024 (invoices due by the 15th of the following month)

Year 3: October 1, 2024 to September 30, 2025 (invoices due by the 15th of the following month)

Year 4: October 1, 2025 to September 30, 2026 (invoices due by the 15th of the following month)

Due to a longer than anticipated hiring process, resulting in salary savings from the first year, utilize salary savings from the first year to cover the costs of certified peer recovery written testing for up to 120 incarcerated individuals (totaling \$28,000) and for DOC certified peer recovery specialist's certification in Connecticut Center For Recovery Training (CCAR) (totaling \$3,000). Specifically, shifting funds from Year 1 from the Certified Peer Recovery Specialist (\$90,000/year) and the Certified Peer Recovery Supervisor (\$120,000/year).

The total obligation of MDH for all compensation and reimbursements to DOC under this Agreement will not exceed \$630,000.

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

1. State Encumbrance Verification

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

Print Name: Rachel LeBlanc

Signature: Rachel LeBlanc Digitally signed by Rachel LeBlanc
Date: 2025.09.17 14:13:59 -05'00'

Title: Accounting Officer Date: 9/17/2025

SWIFT Contract No. 227508/Time & Language Only/REQ 3198

2. Contractor

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: Paul Schnell

Signature: Paul Schnell DocuSigned by:
Paul Schnell
1010CAB22720747E...

Title: Commissioner Date: 9/17/2025 | 4:41:50 PM CDT

3. State Agency

With delegated authority

Print Name: Eric Pederson

Signature: Eric Pederson Signed by:
Eric Pederson
56D3844763844DF...

Title: Manager, Contracts Date: 9/22/2025 | 7:04:11 AM CDT

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

AMENDMENT COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Health **Name of Contractor:** Minnesota Department of Health and Public Safety

Current Contract Term: July 1, 2023 – June 30, 2026 **Project Identification:** SWIFT IAA #236334

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. **Amendment to the Expiration Date of the contract**

- a. Proposed New Expiration Date:
- b. Why is it necessary to amend the Expiration Date?

2. **Amend Duties and Cost** **Amend Duties Only**

- a. Describe the amendment: This amendment will add funds to allow for the per year costs through the expiration date.
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

Original	\$500,000.00
Amendment #1	\$0
Amendment #2	\$377,585.00
Amendment #3	\$500,000.00

3. **Amendment to change other terms and conditions of the contract:**

- a. Describe the changes that are being made:

Amendment 3 to SWIFT Contract No. 236334

Contract Effective Date:	<u>July 1, 2023</u>	Total Contract Amount:	<u>\$1,377,585.00</u>
Original Contract Expiration Date:	<u>June 30, 2024</u>	Original Contract:	<u>\$500,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2026</u>	Previous Amendment(s) Total:	<u>\$377,585.00</u>
Requested Contract Expiration Date:	<u>NA</u>	This Amendment:	<u>\$500,000.00</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner of the Department of Health (“MDH or State”) and the Minnesota Department of Public Safety (DPS). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. The Minnesota Department of Health has an Interagency Agreement with the Minnesota Department of Public Safety identified as SWIFT Agreement 236334 (“Original Agreement”) to provide.
2. This amendment will provide additional funds to carry through to the end of the agreement.
3. MDH and DPS are willing to amend the Original Agreement as stated below.

Contract Amendment

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

REVISION 1. Clause 3. “**Consideration and Payment**” is amended as follows:

- 3.1 **CONSIDERATION.** Consideration for all services performed by DPS pursuant to this agreement shall be paid by MDH pursuant to this agreement, shall not exceed ~~\$877,585.00~~ \$1,377,585.00 and shall be paid as follows:
 - A. The approved budget amount for the period beginning July 1, 2023, and ending June 30, 2026, is ~~\$877,585.00~~ \$1,377,585.00 which includes indirect costs of \$ 43,379 computed at rate of 9.5% of salary and fringe benefit expenditures.
 - B. The budget amount is a lump sum that MDH shall reimburse DPS for the Federal and MDH shares of the actual cost of the survey services performed under the provisions of the agreement on a monthly basis as invoiced by DPS. This contract pays for the survey hours and non-salary costs to accomplish the surveys. MDH expects to survey all of the tier 1 surveys for CMS and some of the surveys for tiers 2, 3 and 4.
 - C. DPS will verify expenses and staffing levels are accurately accounted for in JIRA and SWIFT.



- D. DPS will submit a budget request for SFY 2025 by January 15, 2024. The cash balance on hand as of the end of any State fiscal year can be carried forward into the next State fiscal year so that the operation of the activities described in the agreement can continue while budgets are being negotiated.
- E. Payment of the funds described in 3.1.A and 3.1.B of this agreement are to be made from Federal funds obtained by MDH through Titles XVIII and XIX of the Social Security Act. Notwithstanding section 6 below, if at any time such funds become unavailable, this agreement may be suspended, reduced accordingly, or terminated immediately upon written notice of such fact by MDH to DPS. In the event of a termination, DPS shall be entitled to payment for service provided.
- F. This agreement constitutes the whole agreement between the parties, and it is mutually understood that no alterations or variations to the term of this agreement shall be valid unless amendments hereto are made pursuant to Section 6, below. If the agreement is terminated, any funds paid to DPS under the provisions of the agreement which have not been expended or encumbered in accordance with the provisions of this agreement before the date of termination and any property purchased with funds paid to DPS under the provisions of the agreement, shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such property and funds.
- G. Pursuant to audit of MDH by CMS (or other federal agency) that results in a loss of funds to MDH, and if loss of such funds are due to non-compliance by DPS with any provisions within this agreement, DPS shall return identified loss of funds to MDH subsequent to written documentation identifying specific details of non-compliance by DPS.

3.2 TERMS OF PAYMENT. Payment shall be made by MDH within 30 days of the date of invoice after DPS has presented invoices for services performed to MDH. Invoices shall be submitted, on a monthly basis, by the 15th of every month.

- A. Each monthly invoice will be approximately \$41,666.
- B. The total obligation of MDH for all compensation and reimbursements to DPS under this Agreement will not exceed ~~\$877,585.00~~ \$1,377,585.00 ~~for state fiscal year 2024.~~



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

1. State Encumbrance Verification

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

Print Name: Christina Mish _____

Signature: Christina Mish Digitally signed by Christina Mish
Date: 2025.07.11 13:01:58 -05'00'

Title: Accounting Officer _____ Date: 7/11/2025 _____

SWIFT Contract No. 236334/3000118048REQ 1998

3. Minnesota Department of Health

With delegated authority

Print Name: _____ Signed by: Eric Pederson

Signature: Eric Pederson
59D3944703644DF...

Title: _____ Date: 7/16/2025 | 3:55:34
Manager, Contracts

2. Minnesota Department of Public Safety

With delegated authority

Print Name: _____ Signed by: Amanda Swenson

Signature: Amanda Swenson
9B6739CF3F1B4D7...

Title: _____ Date: 7/15/2025 | 4:14:04 PM CDT
Chief Deputy State Fire Marshal



State of Minnesota

Interagency Agreement

SWIFT Contract Number: 236334

This Interagency Agreement (“Agreement”) is between the Minnesota Departments of Health and Public Safety.

Recitals

WHEREAS, the Minnesota Department of Health (MDH) is empowered to enter into interagency agreements pursuant to Minn. Stat. Section 471.59, subd. 10; and

WHEREAS, the Minnesota Department of Public Safety (DPS) is empowered to enter into interagency agreements pursuant to Minn. Stat. Section 471.59, Subd 10; and

WHEREAS, MDH enters into a biennial agreement with the Minnesota Department of Human Services (DHS), who is the fiscal intermediary between MDH and the Centers for Medicare and Medicaid Services (CMS) for Title XIX of the Social Security Act (Medicaid), to carry out the provisions of Section 1902 of that Act; and

WHEREAS, MDH entered into Agreement Identifier Code: HCFA-85 (10/1/93 updated) on February 16, 1994 between the Secretary of the United States Department of Health and Human Services (HHS) and the State of Minnesota to carry out the provisions of Section 1864, 1874, and related provisions of the Social Security Act, Title XVIII (Medicare), Section E (3) of which expressly permits MDH to utilize the service, facilities and records of any other state or local governmental agency or private agency to carry out the functions authorized by the agreement; and

WHEREAS, Minnesota Statutes, Chapter 299F.391 requires the Commissioner of DPS, through the State Fire Marshal Division, to develop and enforce a State Fire Code as promulgated pursuant to Minnesota Statutes section 326B.02, subdivision 6, which applies to health care facilities; and

WHEREAS, Medicare, Medicaid, and State licensing requires participating health care facilities to be inspected for fire safety, and this agreement reflects full funding from Medicare, Medicaid, and State Licensing funds to complete these surveys; and

WHEREAS, the State Fire Marshal Division of DPS has individuals trained and qualified to perform such surveys; and

WHEREAS, DPS conducts Life Safety Code surveys as directed by MDH of all health care facilities identified by MDH for Life Safety Code surveys: in accordance with the Centers for Medicare and Medicaid Services (CMS), State Operations Manual (SOM) and Federal HHS/CMS Regional Offices directives, as mandated under federal regulations: Conditions of Participation for Hospitals, 42 CFR 482.41(b); Conditions of Participation for Hospices, 42CFR 416.44(b); Conditions of Participation for Skilled Nursing Facilities and Nursing Facilities, 42 CFR 483.70(a); Standards for Intermediate Care Facilities for the Individuals with Intellectual Disabilities, 42 CFR 483.470 (j); and conditions of the participation for End Stage Renal Disease facilities, 42 CFR 405.2100.

Agreement

1. Term of Agreement

- 1.1 Effective date. July 1, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

- 2.1 **DPS's DUTIES.** DPS shall perform the following functions relative to designated hospitals, hospices providing inpatient care, ambulatory surgical facilities, skilled nursing facilities, nursing facilities, intermediate care facilities for the intellectually disabled, and for facilities that participate in the End Stage Renal Disease Program located within the geographical confines of the State of Minnesota ("Facilities").
 - 2.1.1 DPS shall abide by applicable MDH policies and procedures, as provided and periodically updated by MDH.
 - 2.1.2 Both DPS and MDH will keep real-time communications while conducting business for MDH under this agreement.
 - 2.1.3 In connection with this requirement, DPS employees performing work under this agreement, who test positive for COVID-19 shall be reported to DPS HR.
 - 2.1.4 Conduct Life Safety Code surveys of all Health care facilities as directed by MDH:
 - A. Conduct initial certification surveys and recertification surveys in accordance with the State Operations Manual, within required time frames.
 - B. Complete the appropriate Life Safety Code survey forms as provided, online, and specified by MDH for health care facilities.

- C. In conjunction with the surveys of Intermediate Care Facilities for Individuals with Intellectual Disabilities having an Impractical Difficulty Index, determine whether the requirements for use of the Evacuation Difficulty Index have been met by completing page three (3) of Form CMS 2786V. The determination may include, when deemed necessary, conducting tests or fire drills or both, with activation of the building alarm system.
 - D. Prepare a Statement of Deficiencies in accordance with CMS's Principles of Documentation using software provided by Health and Human Services (HHS). Submit the Statement of Deficiencies to MDH. If there are no deficiencies, send a statement to that effect to MDH within the time frames established by federal rules and operating procedures.
 - E. Review and approve the Plan of Correction (POC) or consult with the facility to obtain an acceptable POC. Ensure that the length of time indicated for correction of deficiencies is consistent with timeframes specified by CMS.
 - F. Complete Surveyor time forms for all surveys. Such forms will include codes to indicate State and Federal participation in the survey.
 - G. When providers apply for a waiver, provide appropriate documentation for recommendation of waivers in accordance with the SOM, Section 2480.
 - H. Conduct necessary follow-up surveys as scheduled by DPS, within indicated time frames.
 - I. Submit completed survey forms and reports, including appropriate documentation, to the Licensing and Credentialing section of MDH within 37 days of the survey date.
 - J. Maintain and make available the financial and time reporting of DPS staff pertaining to the Life Safety Code surveys, reports and recommendations made pursuant to this Agreement for inspection by MDH, DHS or its agents, and appropriate federal agency representatives at any and all reasonable times, as well as provide activity reports, frequency of visits to health care facility reports and workload data as required by MDH.
 - K. Develop a Quality Improvement Program (QIP) for work conducted under this agreement. The QIP will be conducted on an ongoing basis under this agreement. The QIP's goal is to reduce "should have found" deficiencies cited in comparative surveys conducted by CMS. DPS shall base deficiencies on items such as the Life Safety Code, SOM, Survey and Certification Letters, lessons learned from federal monitoring surveys, communications from CMS, or any other source. When a perceived conflict exists from the different sources, DPS will seek direction on enforcement for MDH.
 - L. The QIP will address survey specific initiatives for each year of the agreement. Components of the program may include training for providers, conducting quality assurance surveys, review of Statements of Deficiencies, and other items as determined by MDH and/or DPS.
- 2.1.5 Conduct the Life Safety Code Validation surveys as directed by MDH of Joint Commission Accredited hospitals identified by the HHS, CMS, in accordance with the SOM, Section 3240, or as identified by MDH in accordance with Minnesota Statutes section 144.55, subdivision 4.

- A. Validation surveys may be either announced or unannounced, based on Federal directives.
- B. Complete the appropriate Life Safety Code survey forms as provided and specified by MDH for hospitals.
- C. Prepare a Statement of Deficiencies in accordance with the CMS's Principles of Documentation using software provided by the HHS. Submit the Statement of Deficiencies to MDH.
- D. Conduct necessary follow-up surveys as determined by DPS.
- E. Comply with requirements of 2.I.A.10 of this Agreement for validation surveys.

2.1.6 Conduct the fire code validation surveys of licensed only facilities as directed by MDH in accordance with the Minnesota State Fire Code or as identified by MDH in accordance with the Minnesota Department of health.

- A. Validation surveys may be either announced or unannounced, based on MDH directives.
- B. Complete the appropriate Fire Code survey form as specified by MDH.
- C. Prepare a statement of deficiencies in accordance with the State Fire Code. Submit the statement of deficiencies to MDH.

2.1.7 Conduct Life Safety Code and Minnesota State Fire Code clearance inspections as directed by MDH of facilities undergoing construction, modification, or remodeling in accordance with the Life Safety Code and Minnesota State Fire Code.

- A. Complete the appropriate Life Safety Code and Fire Code survey form as specified by MDH.
- B. Prepare a statement of deficiencies in accordance with the Life Safety Code and State Fire Code. Submit the statement of deficiencies to MDH.

2.1.8 All provisions of Section 1902 of the Social Security Act which are made applicable to MDH by the above referenced January 21,1970, agreement between MDH and the HHS, and all provisions of Section 1864 of the Social Security Act which are made applicable to MDH by the above referenced November 23, 1965, agreement between MDH and the HHS, are hereby made applicable to DPS in its performance on behalf of MDH of the duties herein enumerated.

2.2 **MDH's DUTIES.** MDH shall perform the following duties:

- A. Provide DPS in writing a 15-day advance notice of the schedule which identifies the facilities and dates of surveys to be conducted during the following month. The schedule of facilities to be surveyed during the term of this agreement shall be based on annual recertification surveys for skilled nursing facilities, nursing facilities, and intermediate care facilities for the intellectually disabled and a percentage of the non-accredited hospitals, ambulatory surgical centers, hospices, and facilities that participate in the End Stage Renal Disease program as mandated by CMS in their annual budget letter.
- B. Provide written notices of changes to the schedule to DPS within ten (10) calendar days that the need for a change is identified.
- C. Transmit individual written requests for Life Safety Code and State Fire Code surveys of newly constructed facilities, additions and alterations to existing facilities, Joint Commission Accredited hospitals as requested by CMS or MDH, and facilities receiving Life Safety Code complaints or under adverse action, prior to the Engineering Division's final inspection for clearance.
- D. Provide in-service training in cooperation with DPS and provide funding as available and budgeted for basic Life Safety Code surveyor training, and other training as designated and provided for by HHS.
- E. Monitor a sample of completed surgery reports and forms for quality, comprehensiveness and consistency and make recommendations for appropriate changes in survey reports and procedures in accordance with Federal regulations and operational policies of MDH.
- F. Reimburse DPS for the services performed under the provisions of this agreement, and subsequently pre-approved by the HHS and DHS as part of MDH budget submitted for certification activities.

2.3 QUALITY IMPROVEMENT PROGRAM (QIP). The Life Safety Code Quality Improvement Program (QIP) will be used by DPS and MDH, and QIP will include the following:

- A. Continued use of the existing checklist of items to be reviewed during each Life Safety Code survey. Compliance, non-compliance, or non-applicability must be determined for each item on the checklist in order to complete the survey. The checklist will be used to complete the Life Safety Code Survey Report Form and will become part of the surveyor notes. The checklist will be reviewed and updated quarterly by the SFM in accordance with information gained from CMS and the current code.
- B. Life Safety Code QIP surveys may be conducted by staff from both the State Fire Marshal Division and the Health Regulation Division. These surveys will be conducted at long-term care facilities. The QIP surveys may be conducted at facilities that have already received a recertification survey (independent of survey), conducted in conjunction with the recertification survey (with surveyor) or assigning a different DPS surveyor to a facility. Supervisory staff from both agencies will determine the exact number and locations of these QIP surveys. The results of these surveys will be discussed at each DPS staff meeting.
- C. DPS shall use standard language for each K Tag listed in the Fire Safety Survey Report Form [Form CMS 2786]. The standard language must be used in writing the findings for each Life Safety Code deficiency cited as the result of a Life Safety Code survey.

- D. DPS shall review all completed survey reports and forms for quality, accuracy, and consistency prior to submittal to MDH. DPS will create a peer-review type system where different surveyors review other surveyor's survey reports for quality. Inconsistencies or errors that are corrected will be discussed the each DPS staff meeting.
- E. DPS shall attend MDH supervisor meetings to review deficiencies and implement quality improvement strategies to improve quality, accuracy, and consistency.
- F. DPS shall review all Life Safety Code Comparative Nursing Home Survey (Federal Monitoring Survey) reports. DPS shall track and compare all Federal Monitoring Survey (FMS) deficiencies with DPS survey deficiencies. This data shall be reviewed by DPS quarterly to track trends and verify improvement in quality over time. DPS will review this data with MDH. These reviews will be used as one tool in measuring the effectiveness of the QIP. All FMS results and deficiencies will be discussed at DPS staff meetings.
- G. DPS shall review all Federal Oversight Support Surveys (FOSS). DPS shall track trends and scores on all 6 FOSS measures. A score of less than 3.0 must be addressed and all efforts shall be made to minimize scores below 3.0. All scores and FOSS measures will be discussed at DPS staff meetings.
- H. DPS shall develop individual and group training of DPS and MDH staff to ensure consistency throughout the team and to address any inconsistencies with CMS FMS or FOSS scores.
- I. Conduct comprehensive training for the State Fire Marshal staff and MDH Engineering Services Section staff as needed. Training may include classroom instruction, written documents, or a combination thereof. In conjunction with 2.3.B of the agreement, training and/or modifications to the method of conducting the Life Safety Code survey will focus on attaining fewer "should have founds" on comparative surveys and documentation errors found by CMS.
- J. DPS will document procedures to ensure consistency in surveys. The Documented procedures must be reviewed with DPS healthcare supervisor and MDH engineering manager. These documents shall be updated as changes are made to the survey or lessons learned from Federal surveys.

3. Consideration and Payment

3.1 **CONSIDERATION.** Consideration for all services performed by DPS pursuant to this agreement shall be paid by MDH pursuant to this agreement, shall not exceed \$500,000.00 and shall be paid as follows:

- A. The approved budget amount for the period beginning July 1, 2023, and ending June 30, 2024, is \$500,000 which includes indirect costs of \$ 43,379 computed at rate of 9.5% of salary and fringe benefit expenditures.
- B. The budget amount is a lump sum that MDH shall reimburse DPS for the Federal and MDH shares of the actual cost of the survey services performed under the provisions of the agreement on a monthly basis as invoiced by DPS. This contract pays for the survey hours and non-salary costs to accomplish the surveys. MDH expects to survey all of the tier 1 surveys for CMS and some of the surveys for tiers 2, 3 and 4.
- C. DPS will verify expenses and staffing levels are accurately accounted for in JIRA and SWIFT.

- D. DPS will submit a budget request for SFY 2025 by January 15, 2024. The cash balance on hand as of the end of any State fiscal year can be carried forward into the next State fiscal year so that the operation of the activities described in the agreement can continue while budgets are being negotiated.
- E. Payment of the funds described in 3.1.A and 3.1.B of this agreement are to be made from Federal funds obtained by MDH through Titles XVIII and XIX of the Social Security Act. Notwithstanding section 6 below, if at any time such funds become unavailable, this agreement may be suspended, reduced accordingly, or terminated immediately upon written notice of such fact by MDH to DPS. In the event of a termination, DPS shall be entitled to payment for service provided.
- F. This agreement constitutes the whole agreement between the parties, and it is mutually understood that no alterations or variations to the term of this agreement shall be valid unless amendments hereto are made pursuant to Section 6, below. If the agreement is terminated, any funds paid to DPS under the provisions of the agreement which have not been expended or encumbered in accordance with the provisions of this agreement before the date of termination and any property purchased with funds paid to DPS under the provisions of the agreement, shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such property and funds.
- G. Pursuant to audit of MDH by CMS (or other federal agency) that results in a loss of funds to MDH, and if loss of such funds are due to non-compliance by DPS with any provisions within this agreement, DPS shall return identified loss of funds to MDH subsequent to written documentation identifying specific details of non-compliance by DPS.

3.2 TERMS OF PAYMENT. Payment shall be made by MDH within 30 days of the date of invoice after DPS has presented invoices for services performed to MDH. Invoices shall be submitted, on a monthly basis, by the 15th of every month.

- A. Each monthly invoice will be approximately \$41,666.
- B. The total obligation of MDH for all compensation and reimbursements to DPS under this Agreement will not exceed \$500,000 for state fiscal year 2024.

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

3.4 AUTHORIZED REPRESENTATIVE

MDH's Authorized Representative is Robert Dehler, P.E. Program Manager, Engineering Services Section, Minnesota Department of Health, Health Regulation Division, 85 East Seventh Place, Suite 220, St. Paul, Minnesota 55101 (651) 201-3710, or his/her successor or delegate.

DPS's Authorized Representative is Amanda Swenson, Chief Deputy State Fire Marshal, Minnesota Department of Public Safety, State Fire Marshal Division, 445 Minnesota Street, Suite 145, St. Paul, Minnesota 55101-5145 (651) 201-7202, or his/her successor or delegate.

4. Amendments

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

5. Liability

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

6. Termination

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

1. State Encumbrance Verification

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

Print Name: Christina Mish

Signature: Christina Mish Digitally signed by Christina Mish
Date: 2023.09.18 07:59:14 -05'00'

Title: Accounting Officer Date: 9/18/2023

SWIFT Contract No. 236334/3-106754/REQ 9319

3. Minnesota Department of Health

With delegated authority

Print Name: Martina L Cameron

Signature: Martina L Cameron DocuSigned by:
B9061C6F0BF5405...

Title: Finance Director Date: 9/22/2023 | 4:39:57 P

2. Minnesota Department of Public Safety

With delegated authority

Print Name: Amanda Swenson

Signature: Amanda Swenson DocuSigned by:
9B6739CF3F1B4D7...

Title: Chief Deputy State Fire Marshal Date: 9/22/2023 | 8:19:49 AM PDT

AMENDMENT COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Health **Name of Contractor:** Minnesota Department of Health and Public Safety

Current Contract Term: July 1, 2023 – June 30, 2026 **Project Identification:** SWIFT IAA #236334

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. **Amendment to the Expiration Date of the contract**

- a. Proposed New Expiration Date:
- b. Why is it necessary to amend the Expiration Date?

2. **Amend Duties and Cost** **Amend Duties Only**

- a. Describe the amendment: This amendment will add funds to allow for the per year costs through the expiration date.
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

Original	\$500,000.00
Amendment #1	\$0
Amendment #2	\$377,585.00

3. **Amendment to change other terms and conditions of the contract:**

- a. Describe the changes that are being made:

Amendment 2 to SWIFT Contract No. 236334

Contract Effective Date:	<u>July 1, 2023</u>	Total Contract Amount:	<u>\$877,585.00</u>
Original Contract Expiration Date:	<u>June 30, 2024</u>	Original Contract:	<u>\$500,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2026</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>NA</u>	This Amendment:	<u>\$377,585.00</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner of the Department of Health (“MDH or State”) and the Minnesota Department of Public Safety (DPS). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. The Minnesota Department of Health has an Interagency Agreement with the Minnesota Department of Public Safety identified as SWIFT Agreement 236334 (“Original Agreement”) to provide.
2. This amendment will provide additional funds to carry through to the end of the agreement.
3. MDH and DPS are willing to amend the Original Agreement as stated below.

Contract Amendment

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

REVISION 1. Clause 3. “**Consideration and Payment**” is amended as follows:

3.1 **CONSIDERATION.** Consideration for all services performed by DPS pursuant to this agreement shall be paid by MDH pursuant to this agreement, shall not exceed ~~\$500,000.00~~ \$877,585.00 and shall be paid as follows:

- A. The approved budget amount for the period beginning July 1, 2023, and ending June 30, 2024~~6~~, is ~~\$500,000.00~~ \$877,585.00 which includes indirect costs of \$ 43,379 computed at rate of 9.5% of salary and fringe benefit expenditures.
- B. The budget amount is a lump sum that MDH shall reimburse DPS for the Federal and MDH shares of the actual cost of the survey services performed under the provisions of the agreement on a monthly basis as invoiced by DPS. This contract pays for the survey hours and non-salary costs to accomplish the surveys. MDH expects to survey all of the tier 1 surveys for CMS and some of the surveys for tiers 2, 3 and 4.
- C. DPS will verify expenses and staffing levels are accurately accounted for in JIRA and SWIFT.



- D. DPS will submit a budget request for SFY 2025 by January 15, 2024. The cash balance on hand as of the end of any State fiscal year can be carried forward into the next State fiscal year so that the operation of the activities described in the agreement can continue while budgets are being negotiated.
- E. Payment of the funds described in 3.1.A and 3.1.B of this agreement are to be made from Federal funds obtained by MDH through Titles XVIII and XIX of the Social Security Act. Notwithstanding section 6 below, if at any time such funds become unavailable, this agreement may be suspended, reduced accordingly, or terminated immediately upon written notice of such fact by MDH to DPS. In the event of a termination, DPS shall be entitled to payment for service provided.
- F. This agreement constitutes the whole agreement between the parties, and it is mutually understood that no alterations or variations to the term of this agreement shall be valid unless amendments hereto are made pursuant to Section 6, below. If the agreement is terminated, any funds paid to DPS under the provisions of the agreement which have not been expended or encumbered in accordance with the provisions of this agreement before the date of termination and any property purchased with funds paid to DPS under the provisions of the agreement, shall be accounted for in accordance with standards established by the State of Minnesota governing disposition of such property and funds.
- G. Pursuant to audit of MDH by CMS (or other federal agency) that results in a loss of funds to MDH, and if loss of such funds are due to non-compliance by DPS with any provisions within this agreement, DPS shall return identified loss of funds to MDH subsequent to written documentation identifying specific details of non-compliance by DPS.

3.2 TERMS OF PAYMENT. Payment shall be made by MDH within 30 days of the date of invoice after DPS has presented invoices for services performed to MDH. Invoices shall be submitted, on a monthly basis, by the 15th of every month.

- A. Each monthly invoice will be approximately \$41,666.
- B. The total obligation of MDH for all compensation and reimbursements to DPS under this Agreement will not exceed ~~\$500,000.00~~ \$877,585.00 ~~for state fiscal year 2024.~~



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

1. State Encumbrance Verification

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

Print Name: Sarah Martin
Signature: Sarah Martin Digitally signed by Sarah Martin
Date: 2024.10.15 06:37:47 -05'00'
Title: Accounting Officer Date: 10/15/24
SWIFT Contract No. 236334_3000118048_REQ683

3. Minnesota Department of Health

With delegated authority

Print Name: Martina L Cameron
Signature: Martina L Cameron DocuSigned by:
_B9061C6F0BF5405...
Title: Finance Director Date: 10/21/2024 | 8:35:47

2. Minnesota Department of Public Safety

With delegated authority

Print Name: Amanda Swenson DocuSigned by:
Signature: Amanda Swenson 9B0739CF3F1B4D7...
Title: Chief Deputy State Fire Marshal Date: 10/16/2024 | 7:03:23 PM CDT



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: Martina L Cameron 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: Nicole Neeser 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, 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:	<u>September 25, 2023</u>	Total Contract Amount:	<u>\$150,000.00</u>
Original Contract Expiration Date:	<u>June 30, 2024</u>	Original Contract:	<u>\$50,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2025</u>	Previous Amendment(s) Total:	<u>\$50,000.00</u>
Requested Contract Expiration Date:	<u>June 30, 2028</u>	This Amendment:	<u>\$50,000.00</u>

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

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 AM

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

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 underlining 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
	\$0
Salary & Fringe Benefits	<u>\$40,000</u>
Contractual Services	\$444,545.45 <u>\$399,545.45</u>
IT Services/ Software License	<u>\$5,000.00</u>
Travel	\$10,000.00
Supplies and Other Expenses	<u>\$0</u>
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

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

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

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

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: Paula Naughton

Signature: Paula Naughton

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



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, subdivision 10.

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'

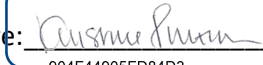
Title: Accounting Officer Date: 5/21/24

SWIFT Contract No. 249601_3000113479

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

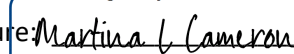
8:29:03 PM

DHS contract #249551

2. **Minnesota Department of Health**

With delegated authority

Print Name: Martina L Cameron

Signature:  B9061C6F0BF5405...

Title: Finance Director Date: 5/22/2024 | 9:59:33 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: 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
<u>Amendment 1</u>	<u>\$ 800,000.00</u>
TOTAL	\$1,200,000.00

3. **Amendment to change other terms and conditions of the contract:**

a. Describe the changes that are being made:

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 via 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.

2.2.67 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

3. Minnesota Department of Commerce

With delegated authority

Print Name: Tim Jahnke

Signature: Tim Jahnke DocuSigned by: 6F557658A468499...

Title: Deputy Commissioner/COO Date: 3/28/2025 | 4:04:49 PM

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: Martina L Cameron DocuSigned by: B9061C6F0BF5405...

Title: Finance Director Date: 3/25/2025 | 4:10:30 PM CDT



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 via 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

3. Minnesota Department of Commerce

With delegated authority

Print Name: Julia Dreier
Signature: Julia Dreier Signed by:
DB2CEF530A0F479...
Title: Deputy Commissioner Date: 8/20/2024 | 4:00:45 PM

2. Minnesota Department of Health

With delegated authority

Print Name: Amy Yolanda Castillo
Signature: Amy Yolanda Castillo DocuSigned by:
3B32496536734EA...
Title: Contracts Coordinator Date: 8/19/2024 | 2:52:02 PM CDT



MAD Project Number: 2025-087

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **MP+G Marketing Solutions, LLC** (Contractor) it will sub-contract with the Contractor to support the engagement, education and informing of homeowners to test their private wells for nitrates and other contaminants.

Proposed Timeline

Contract Signed / Project kick-off meeting	Upon Execution of Agreement
Market Research / 6-8 weeks <ul style="list-style-type: none">• Review existing messages, materials, and assessments• Primary and Secondary research includes:<ul style="list-style-type: none">- 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	December 13, 2024
Client Meeting <ul style="list-style-type: none">- To establish consensus in market research findings- Brief assessment report	To Be Determined

- 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
<p>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.</p>	<p>Written report</p>	<p>86</p>	<p>\$195/hr.</p>	<p>\$16,770</p>
<p>B. Program branding: Review of existing materials and program branding, and create brand name, slogan, and identity will be needed during this phase.</p>	<p>Brief assessment report, brand strategy, brand platform and graphic designs, and slogan for program brand</p>	<p>90</p>	<p>\$150/hr.</p>	<p>\$13,500</p>
<p>• Marketing: (to be determined (TBD)) Tactics:</p> <ul style="list-style-type: none"> • Direct Mailer • Social Media • Billboards/Signage • Google Ads • Radio Spots • Public Relations • Presentations • Giveaways <p>Media Management:</p>	<p>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,</p>	<p>TBD</p>	<p>\$120-150/hr.</p>	<p>\$42,355</p>

<ul style="list-style-type: none"> • 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 – 06/30/2027 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 #3 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:	\$0.00
A2:	\$12,690.50
A3:	\$42,360.00

3. **Amendment to change other terms and conditions of the contract:**

- a. Describe the changes that are being made:



Amendment 3 to SWIFT Contract No. 259244, MAD Project 2025-087

Contract Effective Date:	<u>10/24/2024</u>	Total Contract Amount:	<u>\$162,050.50</u>
Original Contract Expiration Date:	<u>6/30/2025</u>	Original Contract:	<u>\$106,000.00</u>
Current Contract Expiration Date:	<u>6/30/2027</u>	Previous Amendment(s) Total:	<u>\$12,690.50</u>
Requested Contract Expiration Date:	_____	This Amendment:	<u>\$43,360.00</u>

**AMENDMENT #3 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** 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
<ul style="list-style-type: none"> • Review existing messages, materials, and assessments • Primary and Secondary research includes: <ul style="list-style-type: none"> - 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

Aug 2024

- To establish consensus in market research findings
- Brief assessment report
- Brand platform, brand position, key messages, brand personality and promise

Program Branding

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

Early-March-Early-June 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
 - Possible interviews with Prairie Island Tribe Members
 - Focus Group: 6-10 People who have had water tested
 - Analyze data
 - Draft strategy for behavior change
 - Develop shared messaging platform across audiences

March 17-31, 2025

TBD

April 22-24, 2025

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
Evaluation/Assessment

Oct-Jan 2026-2027
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

March 2026

Evaluation/Assessment

April 2026

Budget

Task	Deliverables	Hours	Rate	Subtotal
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<p>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.</p>	<p>Written report</p>	<p>75</p>	<p>\$195/hr.</p>	<p>\$14,625</p>
<p>Market research: IRB Process IRB forms review and completion, IRB written response, IRB Interview Guide changes, IRB Human Subjects Research Training</p>	<p>IRB Individual Investigator Agreements for Contractor</p>	<p>23</p>	<p>\$195</p>	<p>\$4,485</p>
<p>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.</p>	<p>Analysis – written brief with findings; Confirmed messaging platform by target audience and shared messaging as appropriate</p>	<p>12.5</p>	<p>\$195</p>	<p>\$2,437.50</p>
<p>B. Program branding: Review of existing materials and program branding, and create brand name, slogan, and identity</p>	<p>Brief assessment report, brand strategy, platform and graphic designs and slogan for program brand</p>	<p>90</p>	<p>\$150/hr.</p>	<p>\$13,500</p>
<p>C. Marketing TBD</p> <p>Tactics:</p> <ul style="list-style-type: none"> • Direct Mailer • Social Media • Billboards/Signage • Google Ads • Radio Spots • Public Relations • Presentations • Giveaways <p>Media Management:</p> <ul style="list-style-type: none"> • Budgeting • Social media buys • Google search / Google ads • YouTube 	<p>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.</p> <p>Actual print, production, and placements costs are not included.</p>	<p>296</p>	<p>\$150/hr.</p>	<p>\$44,500</p>

<p><u>Google Digital Ads Setup, Management, Placement + Media</u></p> <ul style="list-style-type: none"> • <u>Total Setup Costs</u> • <u>Google Ad & Facebook Ongoing Management</u> • <u>Google & Facebook Ad media spend</u> <p><u>Proposed Allocation:</u></p> <ul style="list-style-type: none"> o <u>Search (\$500–\$1,500)</u> o <u>Display (\$500–\$1,000)</u> o <u>Social (\$1000–\$1,500)</u> o <u>Video (\$500–\$1,500)</u> <p><u>Total Digital Ad setup + 4 months management and media spend</u></p>			<p><u>\$1,920/month x 4 months =</u></p> <p><u>\$5,500/month</u></p>	<p><u>\$3,300 one-time fee</u></p> <p><u>\$7,680/4 months</u></p> <p><u>\$22,000 4/months</u></p> <p><u>\$32,980 4/months</u></p>
<p>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:</p> <ol style="list-style-type: none"> 1. Well owners 2. Farmers 3. Renters 4. At-risk people 	<p>One-two 3-5-minute overview explainer video, and four 30–60 sec. social media clips</p>	<p>167</p>	<p>\$150/hr.</p>	<p>\$25,050</p>
<p>F. Project management</p>	<p>a. Meetings, logistics, agendas to keep the project on track <u>9-10-24 thru 8-14-25</u></p> <p><u>8-15-25 thru 9-1-26</u></p>	<p>49</p> <p><u>53</u></p>	<p>\$150/hr.</p> <p><u>\$150/hr.</u></p>	<p>\$7,350</p> <p><u>\$7,950</u></p>
<p>MMB Project Management Fee</p>				<p>\$6,718 <u>\$9,173</u></p>
<p>Total</p>				<p><u>\$162,050.50</u></p>

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 ~~\$111,972.50~~ **\$152,877.50**, for services identified above as documented by invoice prepared by MAD. MAD will also invoice up to ~~\$6,718~~ **\$9,173** for the 6% project management fees. The total amount MAD will invoice under this agreement shall not exceed ~~\$118,690.50~~ **\$162,050.50**.

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.

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

APPROVED:

1. State Encumbrance Verification

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

Signed Ann Zeimet Digitally signed by Ann Zeimet
Date: 2026.02.18 14:46:39
-06'00'

Date _____

SWIFT Contract: 259244

SWIFT PO: 3000126822/ REQ 3995

2. Requesting Agency

Signed by:
Eric Pederson
Signed 59D3944703644DF...

2/19/2026 | 10:21:35 AM CST

Date _____

3. Management Analysis and Development

Signed by:
Beth Bilus
Signed FA727D97D96F411

2/19/2026 | 11:46:50 AM CST

Date _____



AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2025-107

WHEREAS, the State of Minnesota, **Minnesota Department of Health**, has an interagency agreement identified as **2025-107 (SWIFT 259336, PO 3-119208)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

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

5. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until ~~December 31, 2025~~ **June 30, 2026**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

Approved:

1. 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: 2026.01.06 15:19:16 -06'00'

Date 1.6.2025

SWIFT Contract: 259336

SWIFT PO: Time Only/REQ 3851

2. Requesting Agency

Signed Pederson, Eric Signed by:
59D3944703644DF...

Date 1/8/2026 | 3:41:58 PM CST

3. Management Analysis and Development

Signed Courtney Tamborino Signed by:
9D7F5012BD3D41C...

Date 1/6/2026 | 3:54:32 PM CST



MAD Project Number: 2025-107

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **More Insight** (Contractor) it will sub-contract with the Contractor to assist with Infectious Disease Epidemiology, Prevention, and Control Division to:

- Tasks:

Summary

- Define the framework and establish the considerations for mobilizing infectious disease outbreak response teams for IDEPC staff.
- MDH will identify the group of managers and supervisors for the facilitated working sessions. Contractor will assist and work with these managers and supervisors to define what it takes to do the work, set the approach, and identify staff skill sets for determining appropriate response roles and potential outbreak response team models.
- As a part of this effort, Contractor will also bring together LPH partners to determine the effectiveness and impact of the MDH response model on their outbreak response.

Develop an overall project plan

- Develop, review and refine detailed project plan with project sponsors
- Confirm key dates and milestones
- Develop in-scope and out-of-scope considerations
- Conduct project kickoff meeting with project sponsors and team members
- Schedule recurring meetings
- Develop issue and risk logs
- Work products:
 - Project plan
 - Kick-off presentation

- Monthly Sponsor Checkpoint status report

Facilitate development of the outbreak response model

- Develop a shared understanding and definition of outbreak response
- Identify and review information, guidelines, and standards currently in place at MDH
- Identify and review relevant information and literature other states, and national organizations
- Identify how to gather feedback from stakeholders to inform the work
- Identify what it would take to succeed in implementing outbreak response, including but not limited to:
 - Staffing levels
 - Required education and training
 - Supervision
 - Data access and technology
- Identify where there is variation by specific infectious diseases and the setting in which they are occurring for 3-5 diseases
- Identify where there are additional considerations for specific populations
- Identify where statutory and/or funder requirements dictate standards or metrics
- Establish a starting point for a statewide approach and identification of corresponding skill set list for outbreak response
- Develop recommendations on identifying specific resources based on both needs and timing
- Identify potential rotation model options
- Identify considerations for future discussions and decisions about outbreak response roles and potential delivery models
- Address other gaps as required
- Work product:
 - Meeting summaries
 - A comprehensive Final Report, including both a written report and supporting presentation materials as required, including:
 - Consensus on an outbreak response approach
 - The working group's determination of what it takes to do the work, including level of effort
 - Considerations for future discussions and decisions outbreak response.
 - A summary of relevant information, literature, and guidelines gathered from MDH, other states and/or national organizations

Proposed Team Member	Approximate Hours	Proposed Cost
Rob Etten	342	\$ 210 / hour

Senior Business Analyst, TBD	152	\$175/ hour
Total:		\$98,420

2. Contacts:

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

3. Consideration and Terms of Payment:

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

More Insight will invoice up to 342 hours at a rate of **\$210** per hour and up to 152 hours at a rate of **\$160** per hour for services identified above as documented by invoice prepared by MAD. MAD will also invoice up to **\$5,905** for project management. The total amount MAD will invoice under this agreement shall not exceed **\$104,325**.

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

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

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

4. Condition of Payment:

All services provided by MAD under this agreement must be performed to the Requesting Agency’s satisfaction, as determined at the sole discretion of the Requesting Agency’s Authorized Representative.

5. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **June 30, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or MAD at any time with thirty (30) days written notice to the other party. In this event, MAD shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is **Dawn Huspeni**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, MAD is authorized to enter into this agreement.

9. Amendments:

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

10. State Audit:

The books, records, documents, and accounting practices and procedures of MAD relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

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

Approved:

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

Signed Sarah Martin Digitally signed by Sarah Martin
Date: 2024.10.29 10:40:19 -05'00'

Date 10/29/2024

SWIFT Contract: 259336

SWIFT PO: 3000119208

2. Requesting Agency

Signed Martina L Cameron DocuSigned by:
B9001C0F08F5405...

Date 10/30/2024 | 7:24:21 PM CDT

3. Management Analysis and Development

Signed Marian Potter DocuSigned by:
61CEFC53B519405...

Date 10/30/2024 | 2:26:50 PM CDT



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
DDDDFFAD2337463...

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 than 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 than 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 than 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 than 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



MAD Project Number: 2025-161

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **More Insight** (Contractor) it will sub-contract with the Contractor to assist with disentangling the shared work between the MEDSS Operations and IDI units, facilitating discussions and decisions on how the work should be allocated, and establishing corresponding performance metrics for success to align with MDH interoperability and modernization efforts.

- Tasks:

- **Plan and Assess**

- Develop initial project plan and timeline with milestones, including in-scope and out-of-scope considerations.
 - Review and refine detailed project plan with project sponsors.
 - Review roadmap developed through prior work.
 - Schedule core team meetings.
 - Review work completed to date.
 - Review existing guidance, grant objectives and other IDI documentation.
 - Work products:
 - Project plan.
 - Project charter.
 - Monthly Sponsor Checkpoint status report.
 - Quarterly EO Checkpoint status report.

- **Facilitate and Implement**

- Conduct facilitated sessions with core team members, extended team members and SMEs, as required.

- Identity what it will take to successfully disentangle the current and future efforts involving both MEDSS and IDI resources.
- Identify gaps in staffing levels, required training, process, data access, and technology.
- Define standards and corresponding performance metrics.
- Develop recommendations.
- Begin implementing recommendations.
- Identify potential future considerations.
- Work products:
 - Summary of recommendations.
 - Documented ideal future state.
 - Implementation summary and associated outcomes.

Document and Communicate

- Document all facilitated sessions, including core team and extended team meetings.
 - Document processes, findings and outcomes.
 - Conduct follow-up as required.
 - Document the following:
 - Group's determination of what it will take to do the work.
 - Summary of other relevant information and literature.
 - Frequent communication of progress with teams, partners, and leadership.
 - Work products:
 - Complete set of documentation.
 - All meetings.
 - Process flows.
 - Findings and outcomes.
 - Additional recommendations and future considerations.
 - Executive summary of work.
- Budget: \$249,200 (time-and-materials, not to exceed) billed monthly.
 - Approximately 720 hours Rob Etten @\$210/hr.
 - Approximately 560 hours Nicole Atkinson @175/hr.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.
Management Analysis and Development: **Lisa Anderson** Requesting Agency: **Emily Emerson**

3. Consideration and Terms of Payment:

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

More Insight will invoice up to 720 hours at a rate of **\$210** per hour and up to 560 hours at a rate of **\$175** per hour for services identified above as documented by invoice prepared by MAD. MAD will also invoice up to **\$14,952** for project management. The total amount MAD will invoice under this agreement shall not exceed **\$264,152**.

Project management fees (6% in addition to Contractor's fee) cover costs for MAD to manage the contractor, contract, invoicing, and payments to the contractor. The requesting agency will coordinate with MAD about concerns or questions regarding contract management, service standards, or performance of the contractor duties outlined. The requesting agency is responsible for determining that the contractor duties are completed and meet the expectations as laid out in this agreement before contractor invoices are paid.

The Requesting Agency will pay MAD for services performed within 30 days of receipt of invoices submitted by MAD. The invoices will be submitted according to the following schedule:
Payment to be requested by invoice based on actual hours of service performed by MAD in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

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

5. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **December 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or MAD at any time with thirty (30) days written notice to the other party. In this event, MAD shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is **Kristin Sweet**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

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: 2025.01.28 08:31:59 -06'00'

Date 1/28/25

SWIFT Contract: 263239

SWIFT PO: 3000120848

2. Requesting Agency

Signed Martina L Cameron DocuSigned by:
B9001C0F0BF3405...

Date 1/30/2025 | 4:04:24 PM CST

3. Management Analysis and Development

Signed Beth Bibus Signed by:
EA727D97D96E411...

Date 1/29/2025 | 3:11:29 PM CST



MAD Project Number: 2025-186

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **More Insight** (Contractor) it will sub-contract with the Contractor to assist with the Sage Technology Modernization funds to modernize documentation systems that exist between participating clinics and MDH.

Activities:

- Assist with rollout of Sage program pilot phase.
- Develop a master rollout plan for all Sage clinics in coordination with the HPCD Sage Program and MNIT support staff. This will involve discussion and confirmation of priority clinics, the capacity of HPCD and MNIT support staff, business operations constraints, as well as any technical considerations such as application access timing, system performance and support.
- Develop a business project roles and responsibilities document. Clarify all business project roles and project governance, primarily for the Sage clinic roll out phase, but include any nuances as required to complete the pilot phase through May 2025. The document will clarify Sage program staff clinic interaction for project-related vs. grant agreement responsibilities, and ongoing legacy process support vs. new portal support responsibilities. The necessity of a refreshed project organization chart will be assessed during the first few weeks of the project in coordination with the HPCD Sage/CC Section Manager.
- Develop a single, standard work plan in coordination with the HPCD Sage Program and MNIT support staff that covers the required set of tasks needed for rolling out the new solution to a clinic. Any tasks unique to a small vs. a large clinic will be identified. This will include tasks like Engage with Clinic, Identify Clinic Representative(s), Sending Standard Communications, Application Set-up, Admin User Set-up, Clinic Training and User Adoption,

HPCD/MNIT Support Readiness, and ongoing Post-rollout Support. This will aid with a standard, quality assured approach for each clinic rollout.

- Administer the rollout to the Sage clinics according to the master rollout plan and standard clinic work plan. Specific tasks and HPCD and MNIT staff responsibilities will be identified in the work plan.
- Work closely with the MNIT project manager to coordinate and understand work and needs on the MNIT side of the project for items included or not yet defined in the standard clinic rollout work plan. Additionally, help business program staff understand technical information, requests, and requirements related to MNIT technologies and systems in collaboration with the MNIT staff.
- Facilitate weekly business project team meetings to coordinate business project activities, address risks, issues, and questions as they arise from the HPCD/MNIT project team, clinics, or other approved stakeholders.
- Attend and contribute to MNIT led weekly project team and biweekly steering committee meetings.
- Refine the existing communication plan if required.
- Assist with the development of formal communications that are provided to the clinics including Sage program newsletters, Sage program website updates, and other specific emails.
- Work with the HPCD Sage/CC Section Manager, when necessary, to identify and confirm resources to help complete select tasks when assigned HPCD program staff lack capacity to complete their assigned work within the required timeframe.
- Address project risks and issues as they arise, working with the HPCD Assistant Division Director and Sage/CC Section Manager to identify HPCD approved mitigations or solutions.

Deliverables

- Sage clinics master rollout plan
- Project business staff roles and responsibilities document
- Single, standard clinic rollout work plan
- Refined Sage modernization communication plan
- Draft communications or communications contributions
- Documentation contributions as required to support weekly business project team meetings, and MNIT weekly project meetings and bi-weekly steering committee meetings

Hours & Cost

Proposed Resource	Average hours per week	Approximate Total Hours	Proposed Rate
Blaine Taylor	10 - 15	565	\$ 165 / hr
Jeff Smith	0 - 1	31	\$ 215 / hr
Total cost			\$99,890

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: **Lisa Anderson** Requesting Agency: **Xeng Khang**

3. Consideration and Terms of Payment:

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

Contractor will invoice up to 565 hours at a rate of **\$165** per hour and up to 31 hours at a rate of **\$215** per hour for services identified above as documented by invoice prepared by MAD. MAD will also invoice up to **\$5,993** for project management. The total amount MAD will invoice under this agreement shall not exceed **\$105,883**.

Project management fees (6% in addition to Contractor’s fee) cover costs for MAD to manage the contractor, contract, invoicing, and payments to the contractor. The requesting agency will coordinate with MAD about concerns or questions regarding contract management, service standards, or performance of the contractor duties outlined. The requesting agency is responsible for determining that the contractor duties are completed and meet the expectations as laid out in this agreement before contractor invoices are paid.

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

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

4. Condition of Payment:

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

5. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **March 31, 2026**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or MAD at any time with thirty (30) days written notice to the other party. In this event, MAD shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is **Xeng Khang**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, MAD is authorized to enter into this agreement.

9. Amendments:

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

10. State Audit:

The books, records, documents, and accounting practices and procedures of MAD relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

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

Approved:

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

Signed Sarah Martin Digitally signed by Sarah Martin
Date: 2025.03.03 15:31:53 -06'00'

Date 3/3/25

SWIFT Contract: 264872

SWIFT PO: 3000121473_1667

2. Requesting Agency

Signed Martina L. Cameron DocuSigned by:
B9061C6F0BF5405...

Date 3/6/2025 | 7:49:35 AM CST

3. Management Analysis and Development

Signed Lisa Anderson Signed by:
F0AA0FF44A6A4CD...

Date 3/6/2025 | 8:32:38 AM CST



MAD Project Number: 2025-216

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **More Insight, LLC** (Contractor) it will sub-contract with the Contractor to provide overall project management and governance support for the execution of space modernization project.

Activities & Deliverables:

Key Roles	Key Responsibilities and/or Deliverables
<p>1. Provide overall project management and governance support for the execution of the space modernization effort in accordance with the already developed workplan.</p>	<ul style="list-style-type: none"> • Provide project management support for, but may not be limited to, the areas of move management, construction management, furniture installation, technology modernization, change management and communication. • Serve as a primary point of contact for internal and external personnel leading the various space modernization workstreams. External partners will include Admin and the vendors they employ, MNIT, the furniture vendor, and any other stakeholder or partner organizations necessary to the success of the project. The project manager will meet with external partners as often as is necessary to ensure efficient and successful implementation of the project. • Provide cross-workstream coordination as needed. When necessary, drive, or facilitate, communication and coordination to keep workstream efforts moving forward.
<p>2. Assist MDH leadership in understanding progress and challenges for the space</p>	<ul style="list-style-type: none"> • Conduct weekly meetings (or more if deemed necessary by MDH) and provide supporting documentation, if necessary, that captures the overall status of the many workstreams being tracked, upcoming

<p>modernization project and provide necessary information to help MDH leadership make informed decisions.</p>	<p>deadlines, and potential challenges that may jeopardize keeping the project on time and within available resources.</p> <ul style="list-style-type: none"> • Prepare presentations, as needed, for MDH leadership to provide updates on the project and/or outline challenges or needed decision making.
<p>3. Provide necessary project documentation.</p>	<ul style="list-style-type: none"> • Proactively obtain, review, and store documentation in an organized fashion. Documentation includes, but is not limited to, contracts, schedules, scoping information, information related to partner commitments, budget/cost information, communications, etc.; and any project wrap up documentation.
<p>4. Oversee internal communication and change management efforts.</p>	<ul style="list-style-type: none"> • Anticipate communication needed for MDH staff or subsets of staff and work closely with the MDH Office of Communications or other internal groups to develop and disseminate communications. At least monthly communication will be developed and disseminated to all MDH staff to provide an update on the space modernization effort. • Anticipate change management needs to ensure successful implementation of the project. This may include additional information gathering to understand the needs and concerns of internal stakeholders and developing resources to aid internal stakeholders in understanding their space modernization effort, and their roles and responsibilities.

Timeline:



Approach Flexibility

Interagency Agreement for Management Analysis and Development (MAD) Services

MAD Project Number: 2025-216

In light of the Governor’s recent policy change for many state employees to return to the office 50%, Contractor acknowledges there may need to be modifications to the expected deliverables and activities.

Contractor foresees the potential need for project management and governance of the following items, and are willing to adapt our approach and responsibilities to accommodate alterations to MDH’s needed support, including but not limited to:

- Space allocation and space management across the Metro and District Office buildings
- Changes in swing space needs and solutions
- Changes to the future FY26 furniture order
- Changes to the need and/or use of the space reservation application
- Additional space leasing and associated elements
- Space related MDH workforce change management and communication

Client Responsibilities

To ensure the project meets its objectives and provides MDH the results it expects, Contractor has identified the following responsibilities they expect MDH to provide or support:

- Information on MDH’s existing office space usage, employee satisfaction and change management capabilities if it becomes available
- Information, surveys and any data collected in the recent past on employee satisfaction, workspace preferences, hybrid work productivity and effectiveness, and organizational culture if it becomes available
- Information as required to support attendance tracking, space usage, and space assignments
- An internal liaison who can assist with logistics, vendor, and meeting coordination as needed
- Leadership, stakeholder and other relevant internal subject matter expert availability for risk mitigation, issue resolution, vendor documentation review, communication support, and MDH information provision (Project Sponsors, Project Managers, Business SMEs, IT staff and others as relevant)

Hours & Cost

Team Member	Estimated Hours	Proposed Hourly Rate
Blaine Taylor	1,628	\$175
Jeff Smith	71	\$210
Total cost		\$299,810

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: **Lisa Anderson** Requesting Agency: **Mike Boettcher**

3. Consideration and Terms of Payment:

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

Contractor will be paid up to up to **1,628** hours at a rate of **\$175** per hour, and up to **71** hours at a rate of **\$210** per hour tasks and deliverables as identified above. MAD will also invoice up to **\$17,989** for project management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$317,799**.

Project management fees (6% in addition to Contractor's fee) cover costs for MAD to manage the contractor, contract, invoicing, and payments to the contractor. The requesting agency will coordinate with MAD about concerns or questions regarding contract management, service standards, or performance of the contractor duties outlined. The requesting agency is responsible for determining that the contractor duties are completed and meet the expectations as laid out in this agreement before contractor invoices are paid.

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

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

4. Condition of Payment:

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

5. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **August 31, 2026**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or MAD at any time with thirty (30) days written notice to the other party. In this event, MAD shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is **Mike Boettcher**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, MAD is authorized to enter into this agreement.

9. Amendments:

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

10. State Audit:

The books, records, documents, and accounting practices and procedures of MAD relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

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

Approved:

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

Signed Rachel LeBlanc Digitally signed by Rachel LeBlanc
Date: 2025.04.17 09:56:11 -05'00'

Date 4/17/2025

SWIFT Contract: 267968

SWIFT PO: 3000122752

2. Requesting Agency

Signed Eric Pederson Signed by:
59D3944703644DF...

Date 4/30/2025 | 10:53:39 AM CDT

3. Management Analysis and Development

Signed Lisa Anderson Signed by:
FOAA0FF44A6A4CD...

Date 4/30/2025 | 10:58:45 AM CDT



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

3. Minnesota Department of Health

With delegated authority

Print Name: Eric Pederson Signed by:

Signature: Eric Pederson 59D3944703644DF...

Title: Manager, Contracts Date: 5/21/2025 | 7:43:07 A

2. Office of the Minnesota Attorney General

With delegated authority

Print Name: John Charles Keller Signed by:

Signature: John Charles Keller 653F51A797CB456...

Title: Chief Deputy Date: 5/20/2025 | 2:20:54 PM CDT

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	<p>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.</p> <p>Billable hour rate:</p> <p>FY25 (2 months): 250 hours x \$163 = \$40,750</p> <p>FY26 (1 year): 1750 hours x \$178 = \$311,500</p> <p>FY27 (6 months): 952 hours x \$178 = \$169,456</p>	<p>\$521,706.00</p>
Travel and Training	<p>Cost for travel expenses to assist with investigation and case planning, as well as cost for attorney training</p>	<p>\$38,294.00</p>
Total		<p>\$560,000.00</p>



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 Eric Pederson Signed by:
59D3944703644DF...

Date 5/14/2025 | 2:04:25 PM CDT

3. Management Analysis and Development

Signed Lisa Anderson Signed by:
F0AA0FF44A6A4CD...

Date 5/14/2025 | 2:18:37 PM CDT



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
<p>Manage project steering team</p> <p>Team purpose: To provide insight and guidance for the overall project and resulting plan.</p> <p>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.</p> <p>MAD Role: Assist client to recruit team participants, handle logistics, plan and facilitate meetings.</p> <p>FY `25 (May 15 - July 1) Committee meets for no more than 4 90-minute meetings.</p> <p>FY `26 (July 1 - February 28) Committee meets for no more than 10 90-minute meetings (as a whole or in smaller groups).</p>	115
<p>Complete environmental scan</p> <p>FY `25 (May 15 – July 1)</p> <p>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.</p> <p>FY `26 (July 1 – October 15)</p> <p>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.</p> <p>Sector expert interviews: Plan and implement up to 10 30/60-minute phone or online interviews with those that have important perspectives to share.</p> <p>Summary report: MAD produces an internal summary report of the environmental scan output structured in a way useful to the work groups.</p>	250
<p>Develop and refine Actions Plan</p> <p>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.”</p> <p>Meeting #1: Run a “data party” to make sense of data from the environmental scan and start to set topical vision and broad goals.</p> <p>Meeting #2: Finish setting a topical vision and broad goals and begin to identify and prioritize the success indicators and levers for change.</p> <p>Meetings #3: Hear updates on progress by other groups and weigh impact on their own work.</p> <p>Meeting #4: Finish identifying the levers for change and conclude.</p> <p>Emerging plan feedback interviews (January 15 – February 5): Plan, facilitate and analyze results from up to 15 interviews of 1-3 individuals each.</p>	220

<i>Activities</i>	<i>Hours</i>
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
<i>Total hours</i>	749
<i>Total costs (total hours times \$165)</i>	\$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.



AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2025-221

WHEREAS, the State of Minnesota, **Minnesota Department of Health**, has an interagency agreement identified as **SWIFT 269383, PO 3-123303** 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) **3 & 5** of the original agreement shall be amended to read:

3. Consideration and Terms of Payment:

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

Up to **749** hours at a rate of **\$165.00** per hour and **208** hours at the rate of **\$185.00 per hour** as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed ~~**\$123,585.00**~~ **\$162,065.00**.

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.

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**~~ **June 30, 2026**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. 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: 2026.02.19 07:58:57
-06'00'

Date 2/19/26

SWIFT Contract: 269383

SWIFT PO: 3-125279

2. Requesting Agency

Signed Martina L. Cameron DocuSigned by:
B9061C8F0BF5405...

Date 2/20/2026 | 10:38:14 AM CST

3. Management Analysis and Development

Signed Courtney Tamborino Signed by:
9D7F5012BD3D41C...

Date 2/20/2026 | 10:49:49 AM CST

**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

OFFICE OF THE ATTORNEY GENERAL

By: 
Mel Greszyk (Jun 30, 2025 20:15 CDT)

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

Title: Assistant Commissioner, Department of Health

Title: Assistant Attorney General

Date: 06/30/2025

Date: 07/01/2025









FY2026-27_Partner_Agency_Agreement_Department_of_Health

Final Audit Report

2025-07-01

Created:	2025-06-30
By:	Rachael Bernardini (Rachael.Bernardini@ag.state.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT5an9cuyZZuQ9Ep2n8cF0Ge8qmVT00yx

"FY2026-27_Partner_Agency_Agreement_Department_of_Health" History

-  Document created by Rachael Bernardini (Rachael.Bernardini@ag.state.mn.us)
2025-06-30 - 11:04:30 PM GMT
-  Document emailed to Mel Gresczyk (mel.gresczyk@state.mn.us) for signature
2025-06-30 - 11:05:50 PM GMT
-  Email viewed by Mel Gresczyk (mel.gresczyk@state.mn.us)
2025-06-30 - 11:05:57 PM GMT
-  Document e-signed by Mel Gresczyk (mel.gresczyk@state.mn.us)
Signature Date: 2025-07-01 - 1:15:43 AM GMT - Time Source: server
-  Document emailed to Kelly Kemp (kelly.kemp@ag.state.mn.us) for signature
2025-07-01 - 1:15:45 AM GMT
-  Email viewed by Kelly Kemp (kelly.kemp@ag.state.mn.us)
2025-07-01 - 3:35:43 PM GMT
-  Document e-signed by Kelly Kemp (kelly.kemp@ag.state.mn.us)
Signature Date: 2025-07-01 - 3:36:27 PM GMT - Time Source: server
-  Agreement completed.
2025-07-01 - 3:36:27 PM GMT

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:

- 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:

<u>Level/Suite No.</u>	<u>Square Feet</u>	<u>Use</u>
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	

- TERM** The term of this Lease is two (2) years, commencing July 1, 2025 and continuing through June 30, 2027.
- 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
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
07/1/25 - 6/30/26	Basement	1,236		\$31.90		\$3,285.70	\$9,857.10	\$39,428.40
	First	42,726		\$31.90		\$113,579.95	\$340,739.85	\$1,362,959.40
	Second	32,693		\$31.90		\$86,908.89	\$260,726.67	\$1,042,906.68
	Third	53,769		\$31.90		\$142,935.93	\$428,807.79	\$1,715,231.16
	Fourth	40,912		\$31.90		\$108,757.73	\$326,273.19	\$1,305,092.76
	Fifth	15,283		\$31.90		\$40,627.31	\$121,881.93	\$487,527.72
TOTAL		186,619				\$496,095.51	\$1,488,286.53	\$5,953,146.12

FY: 27	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/26 - 6/30/27	Basement	1,236		\$24.90		\$2,564.70	\$7,694.10	\$30,776.40
	First	42,726		\$24.90		\$88,656.45	\$265,969.35	\$1,063,877.40
	Second	32,693		\$24.90		\$67,837.98	\$203,513.94	\$814,055.76
	Third	53,769		\$24.90		\$111,570.68	\$334,712.04	\$1,338,848.16
	Fourth	40,912		\$24.90		\$84,892.40	\$254,677.20	\$1,018,708.80
	Fifth	15,283		\$24.90		\$31,712.23	\$95,136.69	\$380,546.76
TOTAL		186,619				\$387,234.44	\$1,161,703.32	\$4,646,813.28

4. **DUTIES OF LANDLORD AND TENANT** Additional duties of Landlord and Tenant are described in the attached Exhibit B. In the event there is a conflict or inconsistency between the provisions of this Lease and the attached Exhibit B, Landlord, at its sole discretion, shall make the determination as to which provisions will prevail and will have the final say.
5. **CAPITOL COMPLEX RULES AND REGULATIONS** Tenant shall, at all times, during the Lease Term, comply with Landlord's rules and regulations in the Building and Capitol Complex which Landlord may reasonably change from time to time.
6. Tenant agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, creed, religion, national origin, sex, gender identity, marital status, sexual orientation, disability, and status with regards to public assistance, in furnishing, or by refusing to furnish, to such person or persons the use of any facility including any and all services, privileges and activities provided therein or violate any provision of the Minnesota Human Rights Act and any other applicable law or rule.
7. **TENANT ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.
8. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. The parties further agree that the Lease may be executed by electronic signature and that said electronic signature shall be binding upon the party providing such signature as if it were the party's original signature. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

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

DocuSigned by:
By Alva Jaranilla
718C0639AF5B10C4F5
REAL ESTATE AND CONSTRUCTION SERVICES
Date 7/18/2025 | 7:27:06 AM CDT

TENANT:
DEPARTMENT OF HEALTH

Signed by:
By Kevin Umidon
7F7CBEDDD8634BF...
Title Director, Facilities Management
Date 7/18/2025 | 7:13:26 AM CDT

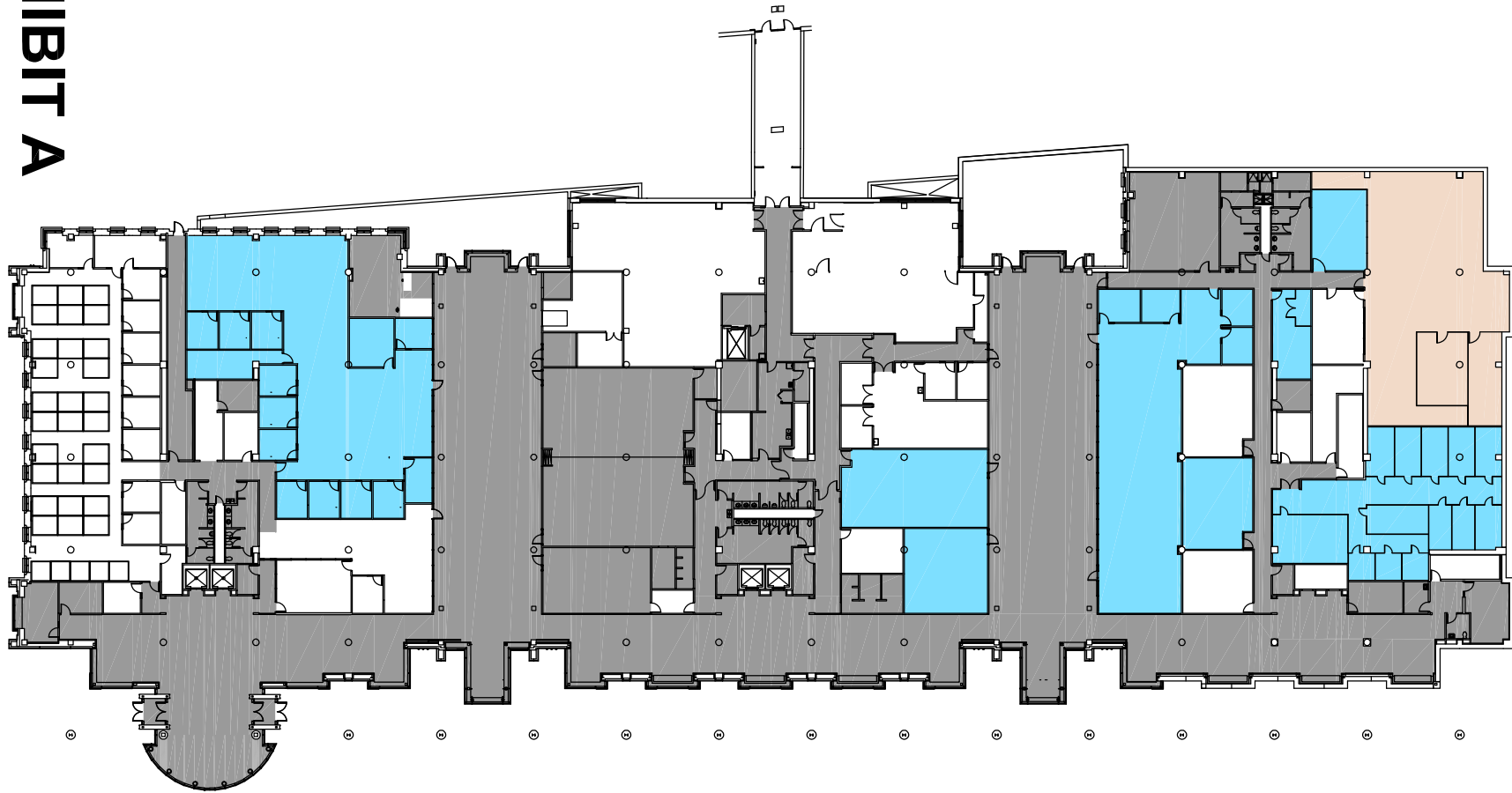
APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

Signed by:
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.

Christina Mish Digitally signed by Christina Mish
Date: 2025.07.16 09:23:24 -05'00'
By _____
Date 7/16/2025
Contract No. 273366/3000124739/REQ 2657

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

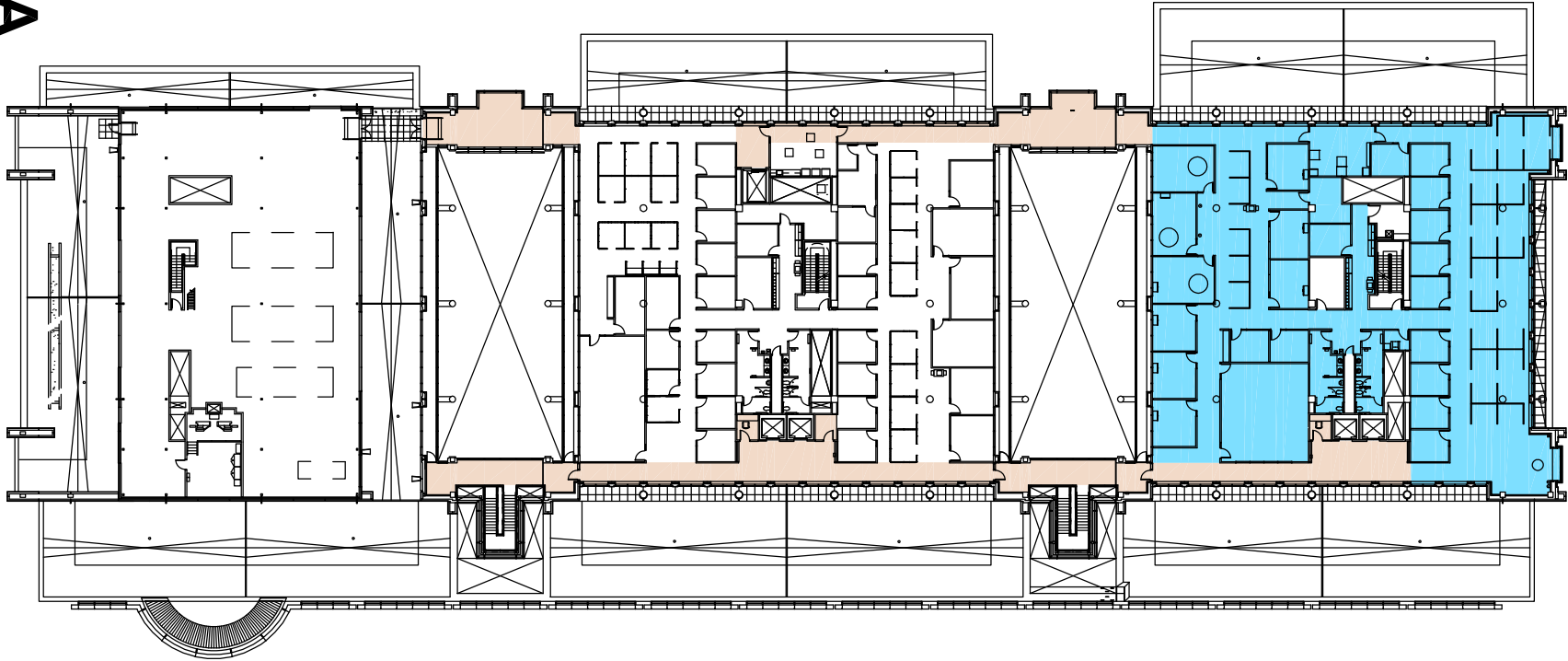
Freeman Office
 Building
 310272

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

 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 subdivision 1 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:

<u>Level/Suite No.</u>	<u>Square Feet</u>	<u>Use</u>
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	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
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	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
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

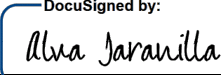
4. **DUTIES OF LANDLORD AND TENANT** Additional duties of Landlord and Tenant are described in the attached Exhibit B and Exhibit C (Agency Equipment Ownership). In the event there is a conflict or inconsistency between the provisions of this Lease and the attached Exhibit B and Exhibit C, Landlord, 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.

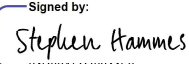
LANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

DocuSigned by:

 By _____
 REAL ESTATE AND CONSTRUCTION SERVICES
 Date 7/18/2025 | 7:26:28 AM CDT

TENANT:
DEPARTMENT OF HEALTH

Signed by:

 By _____
 Director, Facilities Management
 Title _____
 Date 7/18/2025 | 7:11:26 AM CDT

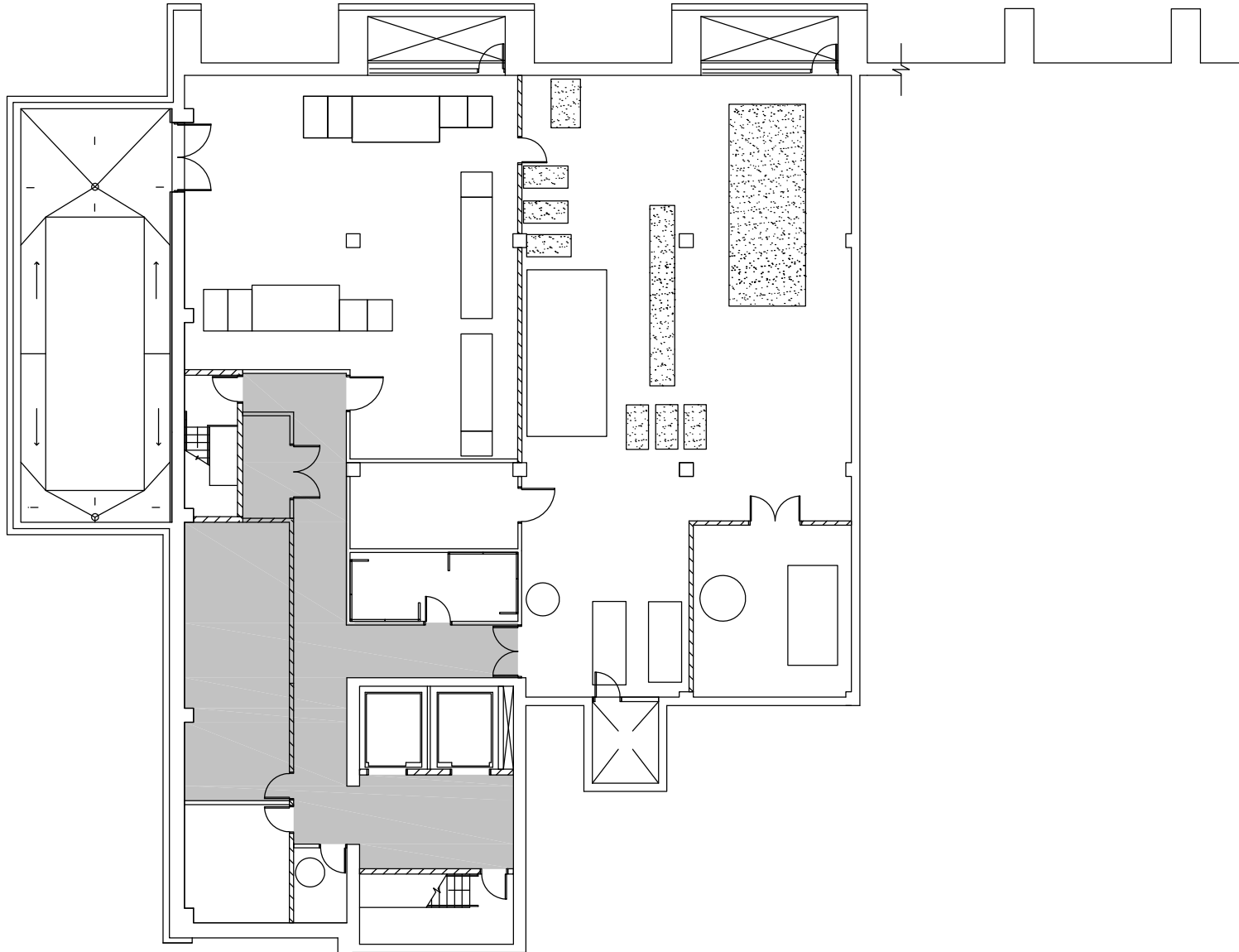
APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

Signed by:

 By _____
 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.

Christina Mish Digitally signed by Christina Mish
 Date: 2025.07.16 09:52:23 -05'00'
 By _____
 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

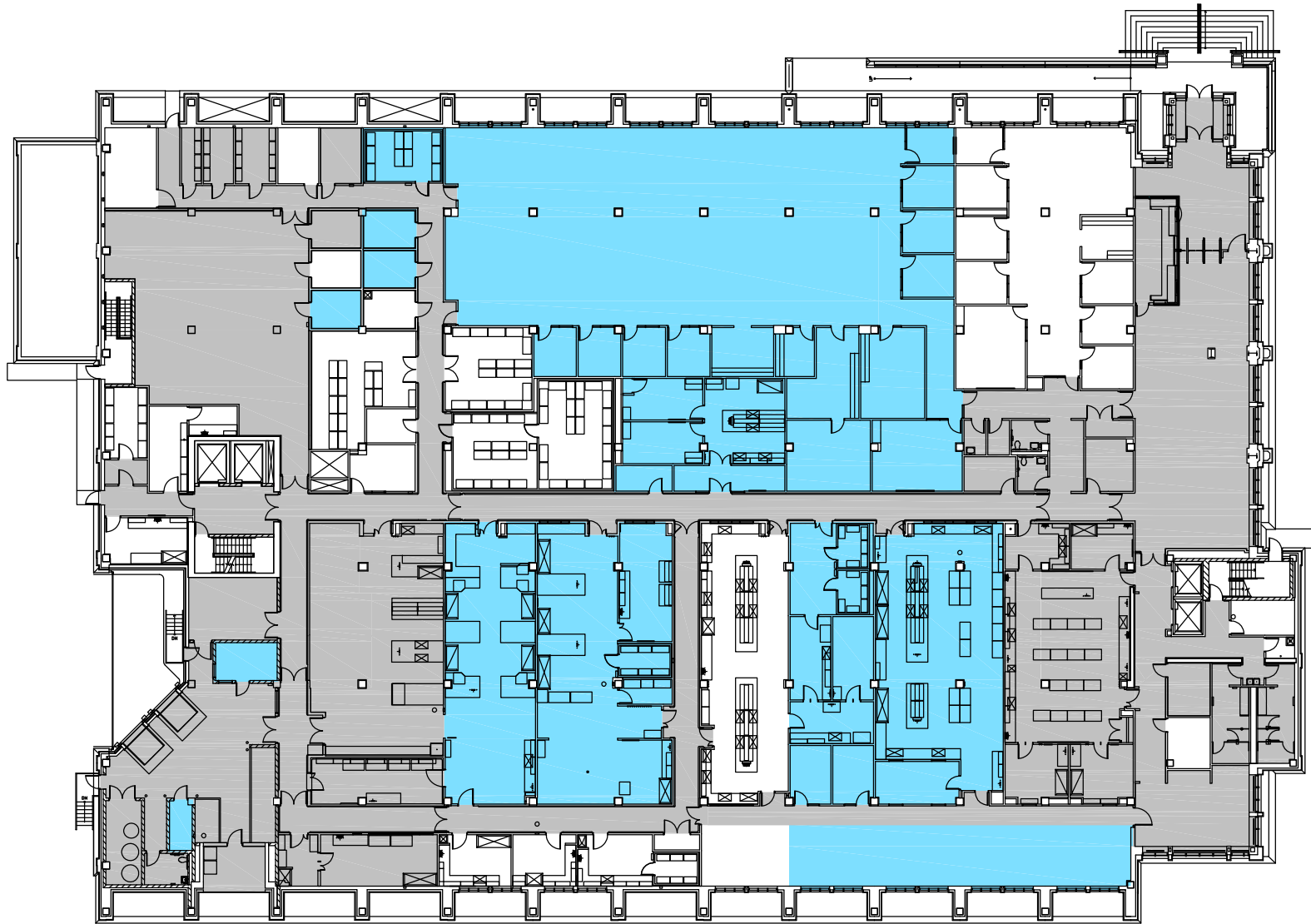
State Lab
 Building
 310271

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:

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 subdivision 1 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.

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.



MAD Project Number: 2026-087

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **Dendros Group** (Contractor) it will sub-contract with the Contractor to coordinate a minimum of six technical assistants (TA) webinars with field subject matter experts to increase grantees knowledge around prevention, education, and recovery for substance use and provide logistics support to the SUPER Unit for their quarterly grantee gatherings with the final one of FY2026 being in-person.

SUPER Focus Grantees

- African Immigrants Community Services
- Al-Maa'uun*
- American Indian Family Center
- Begin Anew
- Center for Global Health Equity Research and Evaluation
- Countryside Public Health
- Cultural Wellness Center*
- Essentia Institute of Rural Health
- Faribault Schools
- Hmong American Partnerships
- Indigenous Peoples Task Force*
- Karen Organizations of Minnesota
- Southside Harm Reduction Services
- Steve Rummeler Hope Network*
- Will Work for Recovery

*Grantees received a 1-year enhancement grant

Activity	Deliverables	Contractor Responsible	Estimated Cost	Due Date Estimate
Prepare and manage project plan	The contractor will submit a project work plan within 30 days of contract execution for all tasks to be negotiated with and approved by SUPER Unit Supervisor.	Maya & Jonathan	\$10,000	Nov 1
Identify grantee TA needs	<p>Conduct initial environmental scan with grantees and staff to identify TA needs within 60 days of workplan being finalized.</p> <ul style="list-style-type: none"> ● Review existing materials ● Written online survey ● Follow up Interviews with 15 Grantee teams 	Corenia	\$20,000	Dec 1
Coordinate and host a minimum of 6 TA Webinars	Propose TA Webinar calendar including any curriculum, topics, and dates.	Corenia	\$15,000	Jan 1
Target Dates: December 2025 January 2026	Facilitate logistics coordination, promotion, participant registration, and evaluation of webinars.	Maya & Team	\$20,000	Ongoing
February 2026 March 2026 April 2026 May 2026	TA webinar attendance roster submitted within 15 days following each webinar.	Maya & Team	included	
Coordinate and facilitate SUPER Focus grantee	Community of practice planning; Propose meeting cadence and overarching	Corenia & Jonathan	\$10,000	Jan 1

community of practice	Facilitate logistics coordination, promotion, access and participant registration.	Maya & Team	\$10,000	Ongoing
Target Dates: Launch December 1 Monthly 1.5 hours Jan/Feb/Mar/Apr May/June	Offer in meeting facilitation and guide topic discussions.	Corenia	\$15,000	Ongoing
Quarterly Grantee Gathering Planning with a minimum of one gathering being in person	Propose 3 Grantee Gatherings including dates and location whether virtual or in-person – minimum 1 in person.	Corenia	\$30,000	Dec 1
	Support SUPER Unit staff to develop agenda for grantee gatherings.	Corenia	included	Ongoing
Assume 6-hour gatherings, including lunch	Facilitate logistics coordination, promotion, and participant registration of gatherings.	Maya & Team	\$10,000	Ongoing
Target Dates: December 2025 March 2026 June 2026* <i>*In-Person at Contractor's office</i>	Obtain participant feedback and compile for SUPER Unit staff.	Maya & Team	included	Ongoing
Total			\$140,000	

Customary business expenses are reimbursable, including speaker honoraria, catering, room rental, materials and access accommodations such as signed language interpreters and captioning.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: **Courtney Tambornino** Requesting Agency: **Heidi Glesmann**

3. Consideration and Terms of Payment:

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

Contractor will be paid up to \$140,000 as documented by invoice prepared by MAD. MAD will also invoice up to **\$9,800** for project management. The total amount MAD will invoice under this agreement shall not exceed **\$149,800**

Project management fees (7% 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, 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 **Heidi Glesmann**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, MAD is authorized to enter into this agreement.

9. Amendments:

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

10. State Audit:

The books, records, documents, and accounting practices and procedures of MAD relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

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

Approved:

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

Digitally signed by Christina
Mish
Date: 2025.10.15 13:59:49
05'00'

Signed Christina Mish

Date 10/15/2025

SWIFT Contract: 278133

SWIFT PO: 3000128021/REQ 3334

- 2. Requesting Agency

Signed by: Eric Pederson
59B9944793644DF...

Date 10/15/2025 | 4:28:14 PM CDT

- 3. Management Analysis and Development

Signed by: Courtney Tamborino
9D7F5012B93D41C...

Date 10/16/2025 | 9:39:01 AM CDT



MAD Project Number: 2026-151

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health, Child & Family Health Division**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **Neka Creative, Inc.** (Contractor) it will sub-contract with the Contractor to develop a comprehensive parent/guardian satisfaction survey for developmental screening programs statewide, along with educational marketing materials. This initiative will support the Preschool Development Grant's mission to ensure access to developmental screening services for Minnesota families.

Project Goals

- Develop a universal parent satisfaction survey for statewide use across various developmental screening programs
- Create and execute a marketing campaign to increase the utilization of existing educational materials
- Implement an outreach campaign to promote the adoption and completion of the satisfaction survey
- Ensure clear comprehension by program users through accurate, plain-language adaptation to support valid participation.

WORK PLAN

Task Name	Description	Duration
Kickoff & Immersion	Kickoff meeting, document review, input session	2w
Research & Engagement	Stakeholder & parent interviews, quantitative survey planning	6w
Marketing Campaign Strategy	Strategic planning, messaging framework, channel identification	3w
Creative Development	Creative brief, messaging framework, multi-channel identification	8w
Translation and Adaptation	Professional translation, back-translation	8w
Accessibility & Review	Apply accessibility standards, internal and MDH review	8w
Survey Design & Testing	Survey build, pilot test, iterative refinement	8w
Campaign Activation	Partnership outreach and campaign launch/management	8w

REFERENCE PRICING

Role	Hourly Rate	Estimated Hours	Cost
Principal	\$242	56	\$13,552.00
Research Lead (Strategist)	\$193	140	\$27,020.00
Project Coordinator	\$94	44	\$4,136.00
Creative Director	\$193	75	\$14,475.00
Art Director	\$193	75	\$14,475.00
Designer	\$128	73	\$9,344.00
Writer	\$128	56	\$7,168.00
Account Manager	\$169	127	\$21,463.00
Media Buyer/Media Planner	\$136	85	\$11,560.00
Proofreader	\$103	12	\$1,236.00
Out of Pocket			
Translation and photography	Out of pocket		\$1,100.00
Survey Tool Subscription (engagement & testing)	Out of pocket		\$1,500.00
Transportation (Research Support)	Out of pocket	Budgeted	\$500.00
Incentives for Research Participants (up to 40 guardians only) at \$60 each	Out of pocket	Budgeted	\$2,400.00
Media Placement (campaign launch)	Out of Pocket	Budgeted	\$20,000.00
Total			\$149,929.00

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.
Management Analysis and Development: **Courtney Tambornino**

Requesting Agency: **Isabella Rolland**

3. Consideration and Terms of Payment:

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

The Contractor will be paid up to **\$149,929** for services provided, and up to **\$10,495** for the project management fee as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$160,424**.

Project management fees (7% in addition to Contractor's fee) cover costs for MAD to manage the contractor, contract, invoicing, and payments to the contractor. The requesting agency will coordinate with MAD about concerns or questions regarding contract management, service standards, or performance of the contractor duties outlined. The requesting agency is responsible for determining that the contractor duties are completed and meet the expectations as laid out in this agreement before contractor invoices are paid.

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

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

4. Condition of Payment:

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

5. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **December 31, 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 **Isabella Rolland**. 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: 2026.02.26 06:37:18 -06'00'

Date 2/26/26

SWIFT Contract: 278408

SWIFT PO: 3000128192

2. Requesting Agency

Signed Pederson, Eric Signed by:
59D3944703644DF...

Date 2/26/2026 | 4:27:20 PM CST

3. Management Analysis and Development

Signed Courtney Tamborino Signed by:
9D7F5012BD3D41C...

Date 2/27/2026 | 8:11:13 AM CST



MAD Project Number: 2026-129

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health, Office of Rural Health and Primary Care (ORHPC)**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **More Insight** (Contractor) it will sub-contract with the Contractor to support the planning and early implementation of the Rural Health Transformation Program (RHTP).

- Primary project focus:
 - Support the RHTP Implementation Coordinator, leads, staff, and ORHPC leadership to ensure that RHTP planning and early implementation proceed effectively and efficiently.
 - Develop detailed work plans and track progress toward milestones and deadlines.
 - Develop a system for documenting processes and decisions and maintaining project documentation.
 - Provide direction to RHTP administrative support staff.
 - Under guidance from MDH communications and RHTP staff, develop an RHTP communications plan and first drafts of communications.
 - Support collaboration with other areas of MDH and state enterprise.
 - Facilitate knowledge transfer and support onboarding of new staff to RHTP.
- Tasks:
 - Provide day-to-day project management support to the RHTP Implementation Coordinator and leads for Partner Engagement, Operations, and Evaluation and Reporting, as well as other RHTP staff.
 - Develop detailed work plans in consultation with RHTP leadership.

- Ensure that staff have a clear understanding of their roles and responsibilities and have the resources they need to fulfill their roles.
 - Apply project management techniques to ensure projects are delivered as scheduled, issues and risks are tracked and addressed, and staff are working effectively. Use project management tools as appropriate.
 - Help to identify appropriate cadence and attendees for various meeting series; adjust as needed throughout project.
 - Coordinate, facilitate, and/or take notes in meetings as needed.
 - Track progress toward and keep the team aware of milestones and deadlines. Support the team's success by recommending and implementing steps under guidance from RHTP leadership.
 - Work with RHTP staff to identify and address any concerns or emerging problems.
 - Develop a system to manage the collection of documents, including documentation of processes, for consistency, sustainability, and a single source of truth.
 - Support the Implementation Coordinator and leads in providing direction to RHTP administrative support staff on tasks such as meeting scheduling, notetaking, saving and organizing project documents, assisting with creating work plans and other documents, and assisting with customizing and using project management tools.
 - Document processes in a manner that can easily be used as a training tool.
 - Work with MDH communications staff and RHTP staff to develop a communications plan, including all partners, methods, frequency, and content.
 - Create first drafts of communications such as activity outlines for external partners, and work with MDH communications to finalize materials.
 - Support routing of and response to external and internal questions and requests.
 - Support and coordinate collaboration with other teams, such as MNIT and other MDH divisions responsible for RHTP grants and activities.
 - Support in onboarding new staff and transitioning work between staff by providing information and resources, facilitating knowledge transfer, and integrating new staff into relevant processes.
 - Provide project updates to leadership and staff.
- Work products
 - Detailed RHTP work plans.
 - Issue log and risk log for RHTP planning and early implementation.
 - Regular status reports to capture progress.
 - Communication around progress to Health Policy division leadership, ORHPC leadership, and ORHPC staff.
 - RHTP communications plan.
 - Slide decks for governor's office, MDH leadership, other state agencies, and external partners for various purposes.

- First drafts of communications such as activity outlines for partners.
 - All relevant project artifacts.
 - Documented key processes and decisions.
 - Documents to support onboarding and knowledge transfer.
 - Meeting notes.
- Budget: \$98,000 (time-and-materials, not to exceed) billed monthly
 - 560 hours (an average of 20 hours per week for 28 weeks, anticipating closer to full-time work initially and declining commitment from April through June)
 - Blaine Taylor @175/hr (Senior-level resource)

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: **Courtney Tambornino** Requesting Agency: **Ann Linde**

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 **560** hours at a rate of **\$175** per hour as documented by invoice prepared by MAD. MAD will also invoice up to **\$6,860** for project management. The total amount MAD will invoice under this agreement shall not exceed **\$104,860**.

Project management fees (7% 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, 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 **Ann Linde**. 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 Ann Zeimet Digitally signed by Ann Zeimet
Date: 2025.12.05 14:37:17
-06'00'

Date 12/5/2025

SWIFT Contract: 280241

SWIFT PO: 3000128901 REQ 3691

2. Requesting Agency

Signed Amy Yolanda Castillo Signed by:
3B32496536734EA...

Date 12/9/2025 | 9:21:11 AM CST

3. Management Analysis and Development

Signed Courtney Tamborino Signed by:
9D7F5012BD3D41C...

Date 12/8/2025 | 8:37:53 AM CST



MAD Project Number: 2026-125

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Health, Health Economics Program (HEP)**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **More Insight** (Contractor) it will sub-contract with the Contractor to provide leadership team coaching and preparation for strategic planning.

Scope and Tasks:

- Provide coaching and advice on program planning
 - Review and update mission and vision statements
 - Develop annual/biannual program priorities
 - Examine current allocation of resources and program activity and examine alignment with stated program priorities
 - Note: These activities may also serve as inputs into development of a true Strategic Plan, currently targeted for calendar Q3/Q4 2026.
- Provide coaching and advice on implementation of HEP priorities identified in the program planning task
 - Collaborate with HEP leadership on a planning framework which incorporates milestones and reporting on progress, including identifying issues and barriers
 - Assist unit leaders with identifying their priorities through planning
 - Assist the Deputy Director and Director in identifying their priorities through planning
 - Provide advice on how new priorities should be incorporated, and communicating tradeoffs and impacts of these decisions
 - Provide advice on effective communication approaches to engage staff

Review HEP Management Team (HEP MT) meeting charter and ground rules with the HEP MT

- Provide coaching on evaluating and updating charter and ground rules of HEP MT meetings
 - Provide advice on revising purpose of HEP MT meetings
 - Provide advice on revising roles and responsibilities for HEP MT meetings
 - Provide advice on meeting structure and cadence
- Provide coaching and advice on challenges with implementing prior recommendations
 - Project initiation process
 - Timely work product review and publication
 - Continued updating of PDs for open and current positions
- The current estimation for the completion of this work will require 2 experienced consultants, working on a part-time basis (averaging 10-12 hours per week) over the 7-month duration of this effort. This duration is recommended to allow time for changes to be absorbed and incorporated into HEP's regular activities.
- Work products
 - Monthly status reports
 - Annual planning framework
 - Updated HEP priority plan
 - Updated HEP Management Team charter and ground rules.
 - Written guidance to HEP MT related to coaching Responsible, Accountable, Consulted, Informed matrix (RACI), position reallocation requests, project prioritization
 - Documented recommendations for implementation of HEP priorities, coaching on recommendations, and program planning
 - Key talking points to effectively communicate progress to HEP program staff
 -
 - A final close-out memo outlining:
 - Summary of work completed
 - Observations from both a management team and process perspective
 - Anticipated future challenges and risks, along with mitigation tactics
 - Recommended next steps to maintain, lead, and manage the work underway
- Budget: \$99,750 (time-and-materials, not to exceed) billed on a monthly basis
 - Approximately 230 hours Rob Etten @\$210/hr (Executive level resource)

- Approximately 20 hours Jeff Smith @210/hr (Executive level resource)
- Approximately 270 hours Mary Halet @175/hr (Senior level resource)

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: **Courtney Tambornino** Requesting Agency: **Cara Bailey**

3. Consideration and Terms of Payment:

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

Up to **250** hours at a rate of **\$210** per hour, and **270** hours at a rate of **\$175** per hour as documented by invoice prepared by MAD. MAD will also invoice up to **\$6,983** for project management. The total amount MAD will invoice under this agreement shall not exceed **\$106,733**.

Project management fees (7% 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, 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 **Cara Bailey**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, MAD is authorized to enter into this agreement.

9. Amendments:

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

10. State Audit:

The books, records, documents, and accounting practices and procedures of MAD relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

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 Ann Zeimet Digitally signed by Ann Zeimet
Date: 2025.12.11 08:24:51 -06'00'

Date 12/11/2025

SWIFT Contract: 280244

SWIFT PO: 3000128903

2. Minnesota Department of Health

Signed Amy Yolanda Castillo
Signed by:
3B32496536734EA...

Date 12/12/2025 | 10:36:10 AM CST

3. Management Analysis and Development

Signed Courtney Tamborino
Signed by:
9D7F5012BD3D41C...

Date 12/11/2025 | 8:38:33 AM CST