



September 28th, 2020

Senator Michelle Benson, Chair
Senate Health & Human Svcs Finance & Policy
3109 Minnesota Senate Bldg.
St. Paul, MN 55155

Representative Tina Liebling, Chair
House Health & Human Services Reform Cttee.
477 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

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

Representative Rena Moran, Chair
House Health & Human Services Policy Cttee.
575 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Senator Jeff Hayden, Ranking Minority Member
Senate Human Services Reform Finance and Policy
2209 Minnesota Senate Building
St. Paul, MN 55155-1206

Rep. Joe Schomacker, Ranking Minority Member
House Health & Human Services Finance Cttee.
209 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Senator John Marty, Ranking Minority Member
Senate Health & Human Services Finance and Policy
2401 Minnesota Senate Building
St. Paul, MN 55155

Rep. Debra Keil, Ranking Minority Member
House Health & Human Services Reform Cttee.
255 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Dear Senators and Representatives,

The purpose of this letter is to report on interagency agreements, service level agreements and related agreements the Department had with other state agencies during the quarter ending June 30th, 2020. As required under Minnesota Statutes, section 256.01, subdivision 41, this report includes:

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

For the fourth quarter of the fiscal year, ending June 30th, 2020, there were two new or revised interagency agreements. Please see the chart that follows for more information. Copies of the agreements will be sent to you electronically.

Sincerely,



Dave Greeman
Budget Director

CC:

Dennis Albrecht, Senate Fiscal Analyst

Doug Berg, House Fiscal Analyst

Travis Bunch, MMB

Joshua Riesen, MMB



Interagency Agreements/Service Level Agreements
 Amended and Existing Agreements In Effect for Fourth Quarter of FY 2020
 Quarter Ending June 30, 2020

DHS as Requesting Agency

	Description	Requesting Agency	Responding Agency	Effective Date	End Date	Legal Authority	Fiscal Detail
1	Fraud Investigations	DHS	BCA	7/1/18	6/30/23	M.S. 471.59	1,500,000
2	Prescription Drug Monitoring Program - Regional Education Seminars	DHS	BOP	10/1/17	8/31/21	M.S. 471.59	340,000
3	Dental Community Clinic Facility Space Rental	DHS	Central Lakes College	7/1/19	6/30/24	M.S. 471.59, subd. 10	110,525
4	Laundry Services - MSOP Moose Lake	DHS	DOC	7/1/17	6/3/22	M.S. 471.59	555,000
5	Laundry Services - Anoka Regional Treatment Center	DHS	DOC	7/1/19	6/30/21	M.S. 471.59, subd. 10	240,000
6	Laundry Services - St. Peter	DHS	DOC	7/1/17	6/30/21	M.S. 471.59	1,350,000
7	HIV Services	DHS	MDH	7/1/19	6/30/22	M.S. 471.59	3,567,947
8	Naloxone Emergency Medical Services	DHS	MDH	7/1/17	9/29/20	M.S. 471.59	570,000
9	Vital Records / Child Support Enforcement	DHS	MDH	7/1/17	6/30/20	M.S. 144.225; 471.59	615,000
10	Home Health Services	DHS	MDH	7/1/17	6/30/20	M.S. 471.59	779,666
11	Family Planning Grants	DHS	MDH	7/1/17	6/30/21	M.S. 256J.02; 471.59	4,624,000
12	Teen Parent Home Visiting	DHS	MDH	7/1/17	6/30/21	M.S. 256J.02; 471.59	34,228,000
13	Infant Mortality Racial Disparities	DHS	MDH	7/1/17	6/30/21	M.S. 256J.02; 471.59	8,000,000
14	Child & Teen Checkups	DHS	MDH	7/1/18	6/30/21	M.S. 471.59	982,321
15	MCO Quality Assurance Examinations Data	DHS	MDH	6/19/18	6/30/20	M.S. 256.01, subd. 2; 471.59	960,592
16	Bridges RTC	DHS	MHFA	1/1/19	6/30/20	M.S. 462.A.2097; 471.59 Subd. 10	384,000
17	Children's Cabinet	DHS	MMB	7/1/19	6/30/20	M.S. 4.045, 16A.055, 471.59	115,000
18	Office of MN.IT Services	DHS	MN.IT	on-going	on-going	M.S. 16E	on-going
19	Expedited Child Support Hearings	DHS	Supreme Court	7/1/19	6/30/21	M.S. 471.59	21,000,000
20	Workforce One System	DHS	MNIT-DEED	7/1/19	12/31/20	M.S. 471.59	1,200,000
21	Minnesota Health Access Survey	DHS	MDH	4/1/19	6/30/20	M.S. 471.59 subd. 10	250,000
22	State Guardian	DHS	GAL	7/1/19	6/30/24	M.S. 471.59 subd. 10	334,500
23	Enterprise Talent Development	DHS	MMB	7/1/19	6/30/20	M.S. 43A.21; 471.59	234,748
24	Admin Support	DHS	MCDHHS	7/1/19	6/30/24	M.S. 256C.28, subd. 4; 471.59	100,000
25	Case Management Redesign	DHS	MMB	8/21/19	12/31/20	M.S. 16A.055, subd 1a; 43A.55, subd 2; 471.59	100,800
26	Implement LifeSkills	DHS	MMB	7/1/19	6/30/24	M.S. 471.59, subd. 10	377,350
27	Adult Protection Redesign	DHS	MMB	7/2/19	6/30/20	M.S. 471.59	144,780
28	4th District Mental Health Court	DHS	4th Judicial District	7/1/19	6/30/21	M.S. 471.59, subd. 10	550,000
29	6th District Mental Health Court	DHS	6th Judicial District	7/1/19	6/30/21	M.S. 471.59, subd. 10	524,134
30	6th District Mental Health Court - Hibbing	DHS	6th Judicial District	7/1/19	6/30/21	M.S. 471.59, subd. 10	286,000
31	Family Child Care Task Force	DHS	MMB - MAD	8/6/19	6/30/21	M.S. 16A.055, subd 1a; 43A.55, subd 2; 471.59	111,351
32	2nd District MH Court	DHS	2nd Judicial District	7/10/19	6/30/21	M.S. 471.59, subd. 10	550,000
33	Health Information Exchange & Health Information Technology	DHS	MDH	10/1/19	12/31/20	M.S. 471.59, subd. 10	4,987,168
34	SNAP Employment & Training (E&T) Administration	DHS	DEED	10/1/19	9/30/21	M.S. 471.59, subd. 10	300,000
35	Help Desk Manual	DHS	MMB	10/1/19	6/30/20	M.S. 16A.055, subd 1a; 43A.55, subd 2; 471.59	148,000
36	Refugee Health Screening	DHS	MDH	10/1/19	9/30/20	M.S. 471.59, subd. 10	436,031



Interagency Agreements/Service Level Agreements
 Amended and Existing Agreements In Effect for Fourth Quarter of FY 2020
 Quarter Ending June 30, 2020

DHS as Requesting Agency

	Description	Requesting Agency	Responding Agency	Effective Date	End Date	Legal Authority	Fiscal Detail
37	Case Mix Review	DHS	MDH	11/14/19	6/30/21	M.S. 471.59, subd. 10	3,070,133
38	Survey and Certification	DHS	MDH	11/14/19	6/30/21	M.S. 471.59, subd. 10	14,160,933
39	TANF Youth Innovation Project	DHS	DEED	2/1/20	12/31/20	M.S. 471.59, subd. 1; M.S. 471.59 subd. 10	300,000
40	Medicaid Research and Analysis	DHS	MMB - MAD	2/20/20	10/31/20	M.S. 16A.055, subd 1a; 43A.55, subd 2; 471.59	194,725
41	COVID-19 Family Education and Engagement	DHS	MDH	6/30/20	12/31/20	M.S. 471.59, subd. 1, 10	100,000

DHS as Responding Agency

	Description	Requesting Agency	Responding Agency	Effective Date	End Date	Legal Authority	Fiscal Detail
42	Benefits Planning for Vocational Rehabilitation	DEED	DHS	8/26/19	6/30/22	M.S. 471.59	1,500,000
43	Support Implementation of MN Olmstead Plan Related to Special Ed	MDE	DHS	7/1/16	6/30/21	M.S. 471.59	380,000
44	Preschool Development	MDE	DHS	12/18/19	2/29/20	M.S. 471.59	1,400,000
45	OIG Background Studies	MDH	DHS	7/1/17	12/31/22	M.S. 144.057, Subd. 1 & 2	6,862,500
46	Host Home Program	MHFA	DHS	3/25/19	10/31/21	M.S. 471.59	474,935
47	Safe Harbor	MDH	DHS	8/14/17	6/30/21	M.S. 471.59 subd. 10	200,000
48	Help Me Grow	MDH	DHS	3/1/18	2/28/21	M.S. 471.59 subd. 10	300,000
49	Rural Real Time Captioning	Commerce	DHS	7/1/19	6/30/20	M.S. 256C.30, 256C.23	295,031
50	Telephone Equipment Distribution	Commerce	DHS	7/1/19	6/30/20	M.S. 237.50-56	1,545,640
51	Combined Application Forms Pilot Program	DOC	DHS	8/16/17	6/30/20	M.S. 471.59, subd. 10	322,305
52	Governor's Office Administrative and Legislative Support	GOV	DHS	12/4/19	6/30/20	M.S. 471.59	359,000
53	BUILD Initiative	MDE	DHS	6/30/20	2/28/21	M.S. 471.59, subd. 10	100,000

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement (“Agreement”) is between the Minnesota Department of Education (“MDE”) whose designated business address is 1500 Highway 36 West, Roseville, MN 55113 and the Minnesota Department of Human Services (“DHS”) whose designated business address is 444 Lafayette Road North, St. Paul, MN 55155.

Recitals

- 1 MDE is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, subdivision 10;
- 2 DHS is empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, subdivision 10;
- 3 MDE and DHS mutually agree that DHS is contracting with the BUILD Initiative via separate contract to develop equity plans to move elements of work in early care and education through a lens of equity that will benefit MDE; and
- 4 MDE agrees to provide half of the funding that will be used for the separate DHS and BUILD initiative contract.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** Upon execution, which is on the date MDE obtains all required signatures under Minnesota Statutes, section 16C.05, subdivision 2.
- 1.2 **Expiration date:** February 28, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

2.1 DHS’ Duties:

- a. Contribute one half of the total amount due (Fifty Thousand and No/100ths Dollars (\$50,000.00)) for tools, technical assistance and ongoing consultation work from July 1, 2020 through February 28, 2021, provided by the BUILD Initiative (“Contractor”), for the benefit of both MDE and DHS, via a separate professional/technical contract between DHS and the Contractor.
- b. Manage the professional/technical contract procurement process and take the lead on drafting, negotiating and executing a contract with the Contractor.
- c. Manage the contract and Contractor’s performance, ensuring invoices are accurate, complete and payments are made to the Contractor in a timely manner.
- d. Work with Contractor to provide MDE with the necessary tools, technical assistance and ongoing consultation to develop equity plans in early care and education. This should include but not be limited to leading the state team’s monthly calls, state teams meeting representation, equity training and ongoing consultation.

- e. Create materials that will meet Accessibility Standards as outlined below in Clause 9.

2.2 MDE's Duties:

- a. Contribute one half of the total amount due (Fifty Thousand and No/100ths Dollars (\$50,000.00)) for the separate professional/technical contract between DHS and Contractor, as set forth in Clause 3 of this Agreement to pay for tools, technical assistance and ongoing consultation work for the benefit of MDE from the date of execution of this Agreement through June 30, 2020.
- b. Work with DHS during the drafting, negotiating and executing of the contract with the Contractor.
- c. Provide DHS with MDE's requests, needs and wants to help develop equity plans in early care and education. This should include but not be limited to active participation in state team's monthly calls, state teams meeting representation, equity training and ongoing consultation.
- d. Own all rights, title and interests in the materials created to be used by MDE as needed.

MDE and DHS have the right to adjust dates, times, locations and mode of delivery as needed based upon prior mutual written consent between both parties and within the contract timelines.

3 Consideration and Payment

3.1 Consideration. MDE will pay for all services performed by DHS under this Agreement as follows:

- a. *Compensation.* MDE will make a one-time payment of Fifty Thousand and No/100ths Dollars (\$50,000.00) to DHS for the above services. Funds will be reconciled for obligations incurred on or before June 30, 2020.
- b. *Total Obligation.* The total obligation of MDE for all compensation and reimbursements to DHS under this Agreement will not exceed Fifty Thousand and No/100ths Dollars (\$50,000.00).

3.2 Payment.

- a. *Invoices.* MDE will promptly pay DHS after DHS presents an invoice for the above services and MDE's Authorized Representative approves the invoice. The invoice must be submitted timely and on or before July 15, 2020.

The invoice will include the following information:

- (i) MDE's Authorized Representative's name;
- (ii) The SWIFT Agreement number; and
- (iii) Date(s) of service.

The preferred method of obtaining an invoice is by email to the [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us). The subject line of the email with the invoice attached will contain MDE's Authorized Representative's name and Agreement numbers.

Should an invoice need to be submitted via U.S. Mail, please use the following address:

MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

4 Conditions of Payment

All services provided by DHS under this Agreement must be performed to MDE's satisfaction, as determined at the sole discretion of MDE's Authorized Representative, and not in violation of any federal, state or local laws, ordinances, rules and regulations.

5 Authorized Representative

MDE's Authorized Representative is Kelly Kazeck or her successor, Preschool Development Grant Lead, with a designated business address of 1500 Highway 36 West, Roseville, MN 55113, an email address of Kelly.Kazeck@state.mn.us and a telephone number of (651) 582-8768.

MDE's Contract Administrator is Christina VanDell or her successor, Contract Specialist, with a designated business address of 1500 Highway 36 West, Roseville, MN 55113, an email address of christina.vandell@state.mn.us and a telephone number of (651) 582-8597.

DHS's Authorized Representative is Nikki Kovan, Research and Evaluation Supervisor of Child Safety and Permanency Division or her successor, with a designated business address of P.O. Box 64962, Saint Paul, MN 55164-0962, an email address of nikki.kovan@state.mn.us and a telephone number of (651) 431-3873.

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.

9 Accessibility Standards

DHS agrees to comply with the state of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the [Minnesota IT Services website](https://mn.gov/mnit/about-mnit/accessibility/) (https://mn.gov/mnit/about-mnit/accessibility/).

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

10 Other Provisions

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

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned.
- d. Copy must be free of typographical and grammatical errors.

- e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the vendor must also provide the Word or PowerPoint file. This requirement does not pertain to multimedia content, such as video or audio recordings.
- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

11 Plain Language

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

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and
- d. Clearly state directions and deadlines to the audience.

[The remainder of this page is blank. Signature page follows.]

**1. MINNESOTA DEPARTMENT OF EDUCATION
ENCUMBRANCE VERIFICATION**

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

By: Christina VanDell Digitally signed by Christina VanDell
Date: 2020.06.29 10:47:48 -05'00'
Title: State Program Administrator Principal
Date: 06/29/2020

2. MINNESOTA DEPARTMENT OF HUMAN SERVICES

By: Jovon Perry
(with delegated authority)
Title: EAESD Director
Date: 6/30/2020

3. MINNESOTA DEPARTMENT OF EDUCATION

By: _____
(with delegated authority)
Title: _____
Date: _____

[Signature page to Interagency Agreement – SP ID #336 (FY20).]



Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Human Services, Child Safety and Permanency Division (DHS) and Minnesota Department of Health (MDH or the PROVIDING AGENCY). (This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as “an AGENCY,” and collectively as “the AGENCIES.”)

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

Primary prevention activities with families including education and engagement around COVID-19 serves to prevent economic and social distress of families which may lead to child maltreatment. The funds from Children’s Trust Fund pursuant to Minnesota Statutes, section 256E.21 will be used to fund the primary prevention services to be performed by Engagement Contractors as directed by MDH.

THEREFORE, it is agreed:

1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

1.1. Effective Date. The AGREEMENT is effective on **June 26, 2020** or the date that the PROVIDING AGENCY signs with the final signature, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later.

1.2. Expiration Date. The AGREEMENT remains in effect through **December 31, 2020**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES’ satisfaction, whichever occurs first.

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

2. DUTIES

2.1. MDH Duties:

MDH shall:

- A. Contract with organizations and tribes (Engagement Contractors) to use culturally relevant, linguistically appropriate, and timely community engagement activities to increase community understanding of and participation in COVID-19 testing, case interviews, and contact tracing. Engagement Contractors will learn about community questions and needs related to COVID-19 testing, case interviews and contact tracing.



- B. Work with DHS and other partners to address those community needs and connect communities to testing, case interviews and contact tracing.
- C. Contract with media vendors (Media Contractors) to aid the AGENCIES in providing culturally relevant, linguistically appropriate, accurate and timely messages related to COVID-19 to communities. Media formats may include online, social media, radio, television, and print.
- D. Make final selections of Engagement Contractors and Media Contractors based on a competitive review of proposals, while also ensuring that the final cohort of selected Engagement Contractors and Media Contractors cover a range of geographic areas and communications modalities and reaches the major racial, ethnic and cultural communities in Minnesota. Entities that are led by people of color, American Indians, and/or LGBTQ individuals will be prioritized.
- E. Engagement Contractors' and Media Contractors' primary audience(s) for community engagement and media services will include one or more of the following populations:
 - African American,
 - African immigrant,
 - American Indian,
 - Asian American,
 - Latinx, and
 - LGBTQ Minnesotans.

Engagement Contractors and Media Contractors will be encouraged to reach diverse communities within communities of color and American Indian communities.

2.2. DHS's Duties:

DHS must provide funding and partnership to MDH through the DHS African American COVID-19 workgroup.

3. CONSIDERATION AND TERMS OF PAYMENT

3.1. Consideration. DHS will provide payment for the services that MDH performs under this AGREEMENT in the amount of no more than \$100,000. Funds may be used to supplement not supplant MDH funds for contracts with Engagement Contractors and Media Contractors related to COVID-19 messaging with the listed communities in 2.1.E.

3.2. Terms of Payment. DHS must pay MDH within thirty (30) days after receipt of invoices for approved services.

3.3. Total Obligation. The total obligation for all compensation to MDH under this AGREEMENT will not exceed **one hundred thousand dollars (\$100,000.00)**.



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

5. AUTHORIZED REPRESENTATIVES.

5.1. DHS. DHS's Authorized Representative for the purposes of administration of this AGREEMENT is **Devon Gilchrist** or successor. Phone and email: **651-431-4706 Devon.Gilchrist@state.mn.us**. This representative has final authority for accepting MDH's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

5.2. MDH. MDH's Authorized Representative is Ann Linde, Planner Principal, Infectious Disease Epidemiology Prevention and Control Division or successor. Phone and email: **651-201-5799 ann.linde@state.mn.us**. PROVIDING AGENCY will immediately notify DHS if PROVIDING AGENCY's Authorized Representative changes at any time during this AGREEMENT.

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

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

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

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

10. INFORMATION PRIVACY AND SECURITY.

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

10.2. It is expressly agreed that PROVIDING AGENCY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. § 160 or 164. Accordingly, PROVIDING AGENCY is not a "business associate" of DHS, as defined in HIPAA, 45



C.F.R. § 160.103 as a result of, or in connection with, this AGREEMENT. Therefore, PROVIDING AGENCY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this AGREEMENT. If PROVIDING AGENCY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this AGREEMENT, PROVIDING AGENCY will be responsible for its own compliance.

10.3. Notwithstanding paragraph 10.1 and 10.2, , both AGENCIES must comply with the provisions of the Data Practices Act under Minn. Stat., ch. 13. Any data created, collected, received, stored, used, maintained or disseminated by either AGENCY in performing its duties under this AGREEMENT is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either AGENCY.

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

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Signature Page Follows



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

APPROVED:

1. DHS ENCUMBRANCE VERIFICATION

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

By: DocuSigned by: *Debra Jucci*
9780AF8E93764DF...

Date: 6/30/20

SWIFT Contract No: IAK 179468

SWIFT PO #: 3000078070

2. PROVIDING AGENCY – Minnesota Department of Health

By: DocuSigned by: *Jodd Goetze*
9DA7206AA6AF42E...

Title: Accounting Director

Date: 7/2/2020

3. DHS

By: DocuSigned by: *Jamie Sorenson*
597452F00A1E416...

With delegated authority

Title: CSP Director

Date: 7/2/2020

Distribution:

DHS – Original (fully executed) contract



Providing Agency

Contracting & Legal Compliance, Contracts Unit- #0238