

MINNESOTA DEPARTMENT OF HEALTH AND MINNESOTA DEPARTMENT OF HUMAN SERVICES INTERAGENCY AGREEMENT

Recitals:

This Interagency Agreement ("Agreement") is entered by and between the Minnesota Department of Health ("MDH") and the Minnesota Department of Human Services ("DHS"). MDH and DHS are collectively referred to herein as "the Parties."

WHEREAS, MDH and DHS are each empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10;

WHEREAS, pursuant to Minnesota Statutes, section 144A.52, subdivision 1, the Minnesota Legislature created the Office of Health Facility Complaints (OHFC) within MDH;

WHEREAS, pursuant to Minnesota Statutes, section 144A.53, subdivision 1, OHFC is responsible to investigate, upon complaint or upon the initiative of the OHFC Director, any action or failure to act by a health care provider, home care provider, residential care home, or health facility;

WHEREAS, the Minnesota Vulnerable Adults Act, Minnesota Statutes, section 626.557 (the "Act") sets forth the processes and procedures for the reporting, assessment, and investigation of allegations of maltreatment of vulnerable adults in Minnesota;

WHEREAS the Act, specifically Minnesota Statutes, section 626.557, subdivision 9c(e), requires the lead agency responsible for investigating an allegation of vulnerable adult maltreatment shall complete its final disposition within 60 calendar days of receiving the initial maltreatment report or, if unable to complete its disposition within that period, by a subsequent or revised projected completion dates;

WHEREAS, MDH may serve as the lead investigatory agency under the Act when the allegations of vulnerable adult maltreatment arise from any action or failure to act by a health care provider, home care provider, residential care home, or health facility;

WHEREAS, the health and safety of vulnerable adults are important to the State of Minnesota, and DHS and MDH recognize that vulnerable adults may be imperiled by unnecessary delays in investigating allegations of maltreatment;

WHEREAS, MDH believes its current processes and procedures relating to the assessment and investigation of vulnerable adult maltreatment reports pursuant to the Act are in need of review and improvement;

WHEREAS, DHS, in 2014, experienced a challenge with statutory compliance for maltreatment assessments and investigations it conducted pursuant to Minnesota Statutes, sections 626.556 and 626.557;

WHEREAS, DHS completed a continuous improvement project in 2014, and as a result was able to implement process changes that brought DHS into compliance with statutory requirements for vulnerable adult and minor maltreatment assessments and investigations; and

WHEREAS, the Parties agree that collaboration between MDH and DHS is in the best interest of the State of Minnesota and will assist MDH in developing an effective and efficient system for assessing and investigating vulnerable adult maltreatment allegations.

NOW, THEREFORE, It is agreed:

1. Duties.

1.1 DHS' Duties:

- A. DHS shall make available critical staff from the DHS Office of the Inspector General and the Office of Continuous Improvement to guide and direct MDH in the redesign of its processes and systems to efficiently and effectively manage, assess, and investigate allegations of vulnerable adult maltreatment.
- B. DHS shall guide MDH through an assessment to identify the strengths and weaknesses of MDH's existing processes and systems for the assessment and investigation of vulnerable adult maltreatment allegations.
- C. DHS shall make recommendations for the redesign of MDH's assessment and investigation processes for vulnerable adult maltreatment allegations. DHS' recommendations may include, at a minimum, changes to the following:
 - a. MDH workflows related to intake, assessment, and investigation processes;
 - b. Advances in technology, including the need for additional hardware, software, and databases, to support DHS' recommendations; and
 - c. Timelines for initiating and completing the recommendations.
- D. DHS shall consult with the MDH Assistant Commissioner of the Health Systems Bureau before implementing any changes but ultimately DHS shall have full authority to implement any of the recommendations, including the ability to direct MDH and MNIT@MDH staff, make personnel decisions, and commit MDH resources, including space and operational resources, as needed, while acting in compliance with applicable federal and state laws and regulations.
- E. DHS shall provide, within the OHFC, a technology solution within 120 days of the effective date of this Agreement.
- F. DHS shall collaborate with MDH on any planned communication to the OLA, legislature, Governor's office, or media prior to issuing said communication.

1.2. MDH'S DUTIES:

- A. MDH shall make available critical staff as determined by DHS to meet with the DHS Office of the Inspector General and the Office of Continuous Improvement to collaborate with DHS in the development of new or revised OHFC systems to efficiently and effectively manage, assess, and investigate allegations of vulnerable adult maltreatment.
- B. MDH shall implement DHS recommendations reached in accordance with Paragraph 1.1.C. and D in this Agreement.
- C. MDH shall direct resources adequate to implement DHS recommendations in Paragraph 1.1.C. and D in this Agreement.
- D. MDH shall collaborate with DHS on any planned communication to the OLA, legislature, Governor's office, or media prior to issuing said communication.

2. Consideration and Payment

- A. MDH shall pay DHS in accordance with the breakdown of cost as set forth in Exhibit A, Budget, which is attached to and incorporated into this Agreement, to cover DHS' costs and expenditures incurred in performing its obligations under this Agreement including an indirect rate of 10 percent.
- B. The total obligation of MDH for all compensation and reimbursements to DHS under this Agreement will not exceed \$500,000.00.
- C. DHS will invoice MDH, on a monthly basis, for all services performed pursuant to this Agreement in accordance with the costs set forth in Exhibit A.
- D. MDH will pay DHS within thirty days after DHS presents an itemized invoice for the services DHS actually performed and MDH's Authorized Representative accepts the invoiced services.

3. Terms of Agreement. This Agreement shall be effective on December 1, 2017, or upon the date that the Agreement is fully executed, whichever occurs later, and shall remain in effect through December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

4. Termination. This Agreement may be terminated by MDH or DHS at any time, with or without cause, upon thirty (30) days written notice to the other party.

5. Authorized Representatives. The Parties' respective authorized representatives for the purposes of administration of this Agreement are the persons listed below, or his or her successor:

MDH's authorized representative:

Gilbert Acevedo
Assistant Commissioner
Minnesota Department of Health
625 Robert Street North
St. Paul, MN 55155
(651) 201-5000

DHS' authorized representative:

Carolyn Ham
Office of Inspector General
Minnesota Department of Human Services
P.O. Box 64242
St. Paul, MN 55164-0242
(651) 431-2673

6. **Assignment.** Neither MDH nor DHS shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

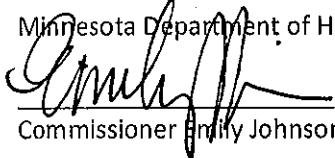
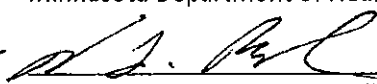
7. **Amendments.** Any amendments to this Agreement shall be in writing and shall be executed by the Parties, and the executors of any such amendments shall be those who executed the original Agreement, or their successors in office.

8. **Liability.** MDH and DHS agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. MDH and DHS liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

9. **Information Privacy, Security and Compliance.** Both MDH and DHS shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data collected, created, received, maintained, or disseminated by either party pursuant to this Agreement. Further, in carrying out the duties of this agreement, MDH and DHS shall act in compliance with all applicable federal and state laws and regulations.

The parties have caused this contract to be duly executed intending to be bound thereby

APPROVED:

Minnesota Department of Human Services	Minnesota Department of Health
	
Commissioner Emily Johnson Piper	Deputy Commissioner Dan Pollock
12/19/17	12/19/17
Date	Date

Distribution:

MDH – Original (fully executed) contract

DHS

Contracting, Procurement & Legal Compliance, Contracts Unit- #___