

1.1 moves to amend S.F. No. 856, the second unofficial engrossment, as follows:

1.2 Page 11, line 4, delete "Authorization" and insert "Law enforcement bureau" and delete
1.3 "The" and insert "Beginning January 1, 2028, the" and delete "may" and insert "shall"

1.4 Page 11, line 10, after the period, insert "The Department of Human Services and the
1.5 attorney general's Medicaid Fraud Control Unit have primary responsibility to investigate
1.6 fraud in the Medicaid program, but the Anti-Fraud and Waste Bureau may work cooperatively
1.7 with these agencies."

1.8 Page 11, line 23, delete everything after the third period

1.9 Page 11, line 24, delete everything before "inspector" and insert "The"

1.10 Page 12, line 17, delete everything after the third period

1.11 Page 12, line 18, delete everything before "inspector" and insert "The"

1.12 Page 17, delete lines 17 and 18 and insert:

1.13 "(b) The governor must contract with the Association of Inspectors General or another
1.14 recognized body for an external quality assurance review of the Office of the Inspector
1.15 General after years two and four of each inspector general term."

1.16 Page 19, line 6, after "general." insert "Upon appointment, the inspector general may
1.17 engage the superintendent of the Bureau of Criminal Apprehension and negotiate an
1.18 interagency agreement as provided in section 19, paragraph (e)."

1.19 Page 19, after line 8, insert:

1.20 "Subd. 2a. **Staffing.** The inspector general's first annual report submitted under Minnesota
1.21 Statutes, section 15E.25, subdivision 1, clause (9), is due February 1, 2028, and must include
1.22 the following information:

2.1 (1) the current number of positions authorized by the inspector general, by job
2.2 classification;

2.3 (2) the number of positions under clause (1) that the inspector general has filled; and

2.4 (3) any staffing changes the inspector general anticipates during calendar year 2028."

2.5 Page 22, after line 20, insert:

2.6 "(e) The Office of the Inspector General may enter into an interagency agreement with
2.7 the Bureau of Criminal Apprehension to assist the inspector general with any criminal
2.8 investigation or to conduct a criminal investigation on behalf of the inspector general. The
2.9 Office of the Inspector General and the Bureau of Criminal Apprehension may coordinate
2.10 investigative efforts as necessary or practical. The interagency agreement must include a
2.11 clause on cost-sharing for investigations that may require multiagency coordination and a
2.12 clause that details what process will be followed if a joint investigation is required. Any
2.13 Bureau of Criminal Apprehension personnel that assist the Office of the Inspector General
2.14 under an interagency agreement remain under the operational control and direction of the
2.15 superintendent of the Bureau of Criminal Apprehension. The Office of the Inspector General
2.16 may have access to any criminal investigative data obtained or created by the Bureau of
2.17 Criminal Apprehension as part of any criminal investigation efforts conducted pursuant to
2.18 the interagency agreement."