



State of Minnesota

Interagency Agreement

SWIFT Contract Number: 293022

This Interagency Agreement (“Agreement”) is between the Minnesota Departments of Public Safety; State Fire Marshal (DPS) and Children Youth and Families (DCYF). SFM and DCYF may be referred to jointly as “Parties”.

Agreement

1. Term of Agreement

- 1.1 Effective date. June 1, 2026, 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, 2030, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

SFM, upon request of DCYF, shall provide inspections of: licensed family child care programs, family child foster care homes, and certified license-exempt child care centers. Inspections shall be completed by SFM or a local fire code inspector trained and approved by SFM and which SFM has an agreement in place with to perform these inspections

3. Background

SFM and DCYF have a shared interest in assuring that the above referenced facilities are inspected by SFM when required under Minnesota Rules, parts 9502.0300-0445 [family child care]; parts 2960.3000-3100 [family child foster care]; and Minnesota Statutes, Section 142C [certified license-exempt child care centers]. Parties also have a shared interest in compliance with the Child Care and Development Fund (CCDF) regulations pursuant to 45 CFR § 98.42.

For family child care programs and family child foster care homes, licensing of the above referenced facilities are delegated to the counties and private agencies under Minn. Stat. § 142B.30 and Minnesota Rules, part 9543.0030. Before issuing a license for a facility, pursuant to § 142B.10, subd. 11(a)(4), an inspection must be conducted for health, safety and fire standards. Under Minnesota Rules 9502.0335, subpart 2, and 2960.3050, subpart 2, licensed family child care programs and family child foster care homes must be inspected by SFM or its authorized agent as deemed necessary by their licensing agencies. Pursuant to Minn. Stat. § 299F.011, subd. 4a(e), SFM and DCYF may enter into an agreement to perform re-inspections of programs to determine whether certain violations cited by the SFM have been corrected.

County and private agency licensors may conduct re-inspections of family child care and child foster care facilities, to determine compliance with SFM requirements pursuant to Minn. Stat. Ch. 142B. SFM will provide to the licensors the completed inspection report.

DCYF, as the "lead agency" in Minnesota responsible for enforcement of CCDF regulations, is required, pursuant to §§ 658E(c)(2)(J) and 658E(c)(2)(C) of the Child Care and Development Block Grant Act and 45 CFR § 98.42 and 98.71(a)(20) of the CCDF regulations, to monitor license-exempt child care centers participating in Minnesota's Child Care Assistance Program (CCAP).

SFM or a local code inspector assigned by SFM is qualified and has the capacity to perform the statutory required inspections of the above-referenced facilities, and the Parties agree that SFM should receive reimbursement for the cost of these inspections.

Parties are authorized to enter into interagency agreements pursuant to Minn. Stat. § 471.59, subd. 10. Any previous agreement made between the parties for inspections of the above referenced facilities are superseded by this Agreement.

4. Duties

4.1 DCYF's Duties: DCYF Shall:

- 4.1.1 Provide training and technical assistance to county and private agency licensors regarding when initial fire inspections are required for family child foster care homes and licensed family child care programs.
- 4.1.2 Provide training and technical assistance to county and private agency licensors on the following expectations:
 - 4.1.2.1 Prior to conducting re-inspections of the facilities listed in section 4.1.1, county and private agency licensors shall attend training provided by the SFM. County and private agency licensors shall repeat training at least every four (4) years.
 - 4.1.2.2 Using the specific items identified in the Inspection and Compliance Order, the county and private agency licensors are permitted to re-inspect licensed programs to verify the correction of the specific violations of the State Fire Code as identified by the SFM.
 - 4.1.2.3 If a county or private agency licensor requires technical assistance from the SFM to determine whether a violation has been corrected, the licensor shall contact the fire marshal inspector who conducted the original inspection. If the licensor determines that verification of correction of an outstanding fire code violation is beyond the licensor's professional expertise, the licensor may request the fire marshal to conduct the re-inspection.
 - 4.1.2.4 If upon re-inspection, a program is not in compliance with the State Fire Code requirements identified in the Inspection and Compliance Order, the county or private agency licensor shall not recommend that a license be issued.
 - 4.1.2.5 County and private agency licensors shall notify the SFM of the re-inspection results and final disposition of the license application, including the withdrawal or denial of an application.
- 4.1.3 Initiate fire inspection requests with the SFM for license-exempt childcare centers that have applied for a certification and require a fire marshal inspection.

- 4.1.4. Continue to reach out to license-exempt childcare centers that need to be certified to ensure necessary inspections are performed by the SFM, but which have not yet begun the process.
- 4.1.5. As necessary, submit additional requests for inspection (the Inspection Request form and Owners Permission to Inspect) to the SFM for license-exempt childcare centers that need to be inspected but were not included in a request previously submitted to the SFM.
- 4.1.6. Grant certification for license-exempt childcare centers that have provided proof to DCYF that an inspection has been completed and all other requirements for certification have been fulfilled.
- 4.1.7. As necessary, confer with the SFM to address concerns or problems to ensure timely and effective performance of the duties.

4.2. SFM's Duties: SFM Shall:

- 4.2.1. Complete initial required inspections for family child foster care homes, licensed family child care programs, and certified license-exempt childcare centers.
- 4.2.2. For certified license-exempt childcare centers, SFM will provide a copy of the inspection report to each center that indicates whether a center is in compliance with the applicable requirements set forth in the Minnesota State Fire Code, Minn. Rules Ch. 7511.
- 4.2.3. For family child care programs and family child foster care homes, document specific items that require re-inspection that can be completed by the county or private agency licensor on an Inspection and Compliance Order and provide a copy of the order to the county or private agency licensor for the above referenced facilities.
- 4.2.4. Return a completed Interagency Request for Inspection form to DCYF for each center for which the SFM has completed an inspection, pursuant to Minn. Stat. § 142C.11, subd. 5.
- 4.2.5. Provide ongoing technical assistance and ongoing training to the county and private agency licensors conducting re-inspections.
- 4.2.6. Make fire safety information sheets available to DCYF and the county and private agency licensors.
- 4.2.7. As necessary, confer with DCYF to address concerns or problems to ensure timely and efficient performance of the duties.

5. **Consideration and Payment**

- 5.1. Consideration for all services performed by the SFM pursuant to this agreement shall be paid by DCYF as follows: DCYF shall pay the SFM one hundred fifty dollars (\$150.00) for each initial fire inspection conducted of a certified license-exempt child care center. There will be a fifty-dollar (\$50.00) re-inspection fee assessed to the center, if necessary.

5.2. SFM shall, on the first business day of each quarter, send an invoice to DCFY listing the name and address of each certified license-exempt child care center that underwent a SFM inspection during the previous quarter. The invoice shall also indicate the total number inspections conducted, and total billable cost for the quarter being billed. For example, on October 1, 2026, the SFM will send an invoice for payment of inspections performed in July, August, and September of 2026.

5.3. The total obligation of DCFY for all compensation and reimbursements to SFM under this Agreement will not exceed thirty thousand dollars (\$30,000.00).

6. Conditions of Payment

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

7. Authorized Representative

DCFY's Authorized Representative is the person below, or their successor:

Mary Kelsey, Licensing Director
Department of Children, Youth, and Families, Office of Inspector General
444 Lafayette Road North
Saint Paul, MN 55155

SFM's Authorized Representative is the person below, or their successor:

Amanda Swenson, Chief Deputy of Prevention
Department of Public Safety; State Fire Marshal Division
445 Minnesota Street, Suite 145
Saint Paul, MN 55101

8. 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.

9. Liability

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

10. Information Privacy and Security

10.1. Neither Party will create, receive, maintain, transmit, or disclose not public data as defined in Minn. Stat. § 13.02, subd. 8a, "protected health information" as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, or any other nonpublic data as defined in Minn. Stat. § 13.02, subd. 9.

10.2. The parties, in their individual capacity as government entities, must each comply with the provisions of the Minnesota Data Practices Act (MGDPA) under Minn. Stat. Ch. 13, including civil remedies under of Minn. Stat. § 13.08.

10.3. DCFY, as part of the "welfare system", is explicitly subject to the protections of Minn. Stat. § 13.46.

10.4. The SMF is explicitly subject to Minn. Stat. §§ 13.6905, subd. 28 and 299F.28.

11. Termination

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

State Encumbrance Verification

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

Print Name: Signed by: Geetha Rajesh
 Signature: Geetha Rajesh
 Title: Contract Coordinator Date: 6/30/2026
 SWIFT Contract No. 293022

Department of Public Safety: State Fire Marshal

With delegated authority

Print Name: DocuSigned by: Amanda Swenson
 Signature: Amanda Swenson
 Title: Chief Deputy State Fire Marshal Date: 7/1/2026

Department of Children, Youth and Families

With delegated authority

Print Name: Mary Kelsey Signed by:
 Signature: Mary Kelsey
 Title: Licensing Director Date: 7/1/2026