

MEMORANDUM

Date: October 15, 2019

To: The Honorable, Michelle Benson, Chair,
Senate Health and Human Services Finance and Policy Committee
The Honorable John Marty, Ranking Minority Member,
Senate Health and Human Services Finance and Policy Committee
The Honorable Tina Liebling, Chair,
House Health and Human Services Finance Committee
The Honorable Joe Schomacker, Ranking Minority Member,
House Health and Human Services Finance Committee

From: Tony Spector, Executive Director

Re: Interagency Agreements and Interagency Transfers

In accordance with Minnesota Laws of 2017, First Special Session, Chapter 4, Article 2, Section 16, and Minnesota Statutes section 15.0395, attached please find the specified list of FY 2019 interagency agreements and interagency transfers as well as copies of the required agreements.

Please do not hesitate to contact me if you have additional questions.

Attachments

cc: Legislative Reference Library
Tracey Sigstad, Department of Administration
Megan Hartigan, EMSRB acting board chair

STATE OF MINNESOTA INTERAGENCY AGREEMENT

Admin's Small Agency Resource Team (SmART) seeks to improve the efficiency and effectiveness of financial and human resources services for small agencies, boards, and councils. SmART enables administrative efficiency by sharing the specialized resources and expertise of a larger administrative organization. SmART's services enable customer agencies to better focus on their core business.

This agreement is between the Minnesota Department of Administration Financial Management and Reporting (Admin) and Emergency Medical Services Regulatory Board (Agency).

Agreement

1. Term of Agreement

- 1.1 **Effective date:** February 7, 2018 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever comes first.

2. Scope of Work

Admin will provide accounting transaction and other financial services to the Agency as described in Exhibits A, B and C, which are attached and incorporated into this agreement. Exhibit A describes the division of responsibilities between Admin and the Agency as it relates to this work. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities as delineated in Exhibit A. The Agency retains ownership and responsibility for its spending decisions and for ongoing implementation of appropriate business processes, while Admin provides transaction and other financial services and serves in an advisory capacity.

3. Authorized Representative

Admin's Authorized Representative is Lenora Madigan, Deputy Commissioner, 50 Sherburne Avenue, St. Paul, MN 55155, or her successor.

The Agency's Authorized Representative is Tony Spector, Executive Director, 2829 University Avenue SE, Minneapolis, MN 55414 or his successor.

In the event the Agency does not respond to information requests or is not following guidance, policies and/or procedures, Admin, at its discretion, will contact either the Board Chair or Vice Chair, to seek resolution.

In the event the Agency has a dispute involving services provided by Admin that cannot be resolved through normal interaction with Admin staff, the Agency, at its discretion, should contact Admin's Deputy Commissioner, Lenora Madigan, to seek resolution.

4. Consideration and Payment

The total cost for all services covered by this agreement is \$27,500 for FY 2018 (5 months). The amount for FY 2019 will be determined after Admin has more experience with the level of service required. Admin will invoice the Agency quarterly, in an equal amount each

quarter, for the services outlined in this agreement. The Agency will approve invoices and make timely payment to Admin for the services outlined in this agreement.

5. Amendments

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature authorities identified in Exhibit C, 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. Changes to the signature authorities in Exhibit C must be acknowledged with a revised Exhibit C signed by the Agency's Authorized Representative or by other written communication (memo, email, etc.)

6. Government Data Practices

Admin and the Agency must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data exchanged under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party to this agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either party.

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.

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

Signed: _____

Date: _____ SWIFT Contract/PO _____

Emergency Medical Services Regulatory Board (Agency)

By: _____

(with delegated authority)

Title: Executive Director

Date: 01/10/2018

Agency Board Chair

By: J. B. [Signature]

Title: EMSRB Chair

Date: 1/8/2018

Department of Administration (Admin)

By: Lenora Madigan

(with delegated authority)

Title: Deputy Comm

Date: 1.10.18

**EXHIBIT A to Interagency Agreement between the
Department of Administration Financial Management and Reporting (Admin) and
Emergency Medical Services Regulatory Board (Agency)**

The Agency (in addition to the roles and responsibilities described in Exhibit B of this agreement) is responsible for the following:

1. Access to Information
 - Ensure separation of duties or maintain compensating internal controls.
2. Budget
 - Provide financial information to support development of the Agency's biennial budget for entry into the Budget Planning and Analysis System (BPAS) or other more current system.
 - Provide biennial budget narrative information and post to SharePoint website or other more current system.
 - Analyze and provide any research necessary to respond to fiscal note requests, and provide completed fiscal note responses to Admin for entry into the Fiscal Note Tracking system (FNTS) or other more current system.
 - Determine annual budget plan once appropriated by the Legislature.
 - Manage budgets, with assistance from Admin, to ensure that funds are allocated appropriately and not overspent.
 - Determine budget plans for grant awards or other funding sources that may arise.
3. Daily Processes
 - Provide Admin with all necessary documentation for any financial transaction to enable Admin to code transactions properly in the state's accounting and/or payroll/human resources systems to the correct accounting period and the correct expense or revenue account.
 - Ensure that all receipts \$1,000 or more are deposited daily. Receipts under \$1,000 must be deposited within the month received and must be adequately safeguarded in a locked area until deposit. Agency will provide deposit information by 1 p.m. on the business day of deposit to facilitate transaction entry in the state's accounting/procurement system.
 - Record receipts received each day in a receipts log, establish appropriate separation of duties with respect to handling of receipts, and periodically reconcile receipts information in the state's accounting/procurement system to the Agency's receipts log.
 - Date-stamp all invoices and expense reports with the date received, and forward payment documents to Admin in a timely manner to enable compliance with statutory and policy prompt payment requirements.
 - Submit approved Authorization for Travel in EIOR or more current system prior to any out-of-state travel to certify that sufficient budget funds are available and the anticipated expenses are consistent with state travel policy and applicable bargaining agreements or compensation plans.
 - Submit approved Request for Approval to Incur Special Expense forms in EIOR or more current system prior to incurring any expenses classified in applicable policies as "special expenses" to certify that the expenses meet the policy criteria.
 - Submit completed employee or board/council/commission member travel expense reports supported by appropriate receipts, Authorization for Travel, Request for Approval to Incur Special Expense forms, and/or any other required documentation.
 - Maintain records of all capital assets and sensitive items, and work with Admin's Surplus

- Services division to dispose of surplus property.
 - Report to Admin any errors/discrepancies discovered relating to services performed by Admin under this agreement.
 - Monitor any changes of board/council/commission/advisory committee members or their places of employment and determine each board/council/commission/advisory committee member's eligibility for per diems and expenses. Submit to Admin only eligible per diems and expenses.
4. Procurement and Contracts
- Request appropriate assistance from Admin's Office of State Procurement (OSP) and the Attorney General's Office (AG) on the development and approval of any professional/technical contracts, grant contracts, interagency agreements, annual plans, and other similar agreements.
 - Attend training offered by OSP, as needed, on the topics of state procurement and contracting.
 - Provide copies of any 16A.15-16C.05 or Purchasing Violation forms to Admin as required by statewide purchasing and contracting policies, when applicable.
5. Reports
- Review and verify payroll reports and report any discrepancies to Admin. As part of this process, the Agency will document its review of the Payroll Posting Audit Trail as required by Admin's Verification of Payroll Posting Audit Trail Procedure.
 - Periodically review fiscal reports including the Manager's Financial Report, expenditure, encumbrance and receipts reports, and salary projection reports to ensure the integrity of the Agency's fiscal data.
6. SWIFT
- SWIFT work processes may require various Agency employees to have system access for work processes including but not limited to electronic requisitions and approvals, asset management, contract solicitations and creation, and inquiries for access to information.
7. Other
- Follow statewide and Admin financial policies and procedures. The Agency can implement more restrictive policies and procedures.
 - Follow Code of Conduct and Internal Control policies and procedures.
 - Ensure that any business cell phone use complies with applicable state, Admin, and/or Agency policies and procedures. The Agency must retain an Acknowledgement of Receipt/Mobile Device Services and Equipment form completed by each employee to whom a cell phone is assigned.
 - Assist Admin with information needed to complete fiscal year-end certifications.

Admin (in addition to the roles and responsibilities described in Exhibit B of this agreement) is responsible for:

1. Access to information
- Maintain to the best of Admin's ability staff assignments and security access into the state's accounting/procurement, payroll/human resource, and budget systems to prevent access to functions that are considered incompatible for the maintenance of strong

internal financial controls.

- Ensure separation of duties or maintain compensating internal controls.

2. Budget

- Enter biennial budget financial data into BPAS or more current system.
- Enter completed fiscal notes into the FNTS or other more current system, and provide guidance and consultation on fiscal note development and processes.
- Enter annual and revised budget data into the state's accounting/procurement system.

3. Daily Processes

- Expedite the payment process by increasing an encumbrance for an invoice approved for payment by the Agency without requiring a signature, email or other approval to process the increase *if the encumbrance balance is not sufficient to cover the payment*. The encumbrance will be increased enough to allow the payment to be processed. If an encumbrance is short by more than \$500, Admin will contact the Agency for approval before the increase is processed.
- Enter/process expense reports in the state's payroll system and retain original expense reports and supporting documents for audit purposes.
- Research any errors/discrepancies reported by the Agency and correct as needed.
- Assist with timely deposit of receipts, if needed, and enter deposit information into the proper account(s) in the state's accounting/procurement system.
- Maintain accurate capital asset records in SWIFT based on asset information provided by the Agency and purchasing activity conducted under this agreement.

4. Procurement and Contracts

- Enter purchase orders, professional/technical contracts, grant contracts, interagency agreements, annual plans, and other similar agreements into the state's accounting/procurement system, in order to encumber funds.
- Provide copies of any 16A.15-16C.05 or Purchasing Violation forms to OSP as required by statewide purchasing and contracting policies.

5. Reports

- Supply additional financial reports as needed.
- Advise and consult regarding financial reports available to the Agency.

6. SWIFT

- Assist the Agency with ongoing improvements/enhancements to the SWIFT system. This includes but is not limited to coordinating the completion of assignments and assisting the Agency regarding new policies and procedures implemented with SWIFT.

7. Other

- Provide assistance as needed to support the Agency's responsibility to manage and monitor its budgets, and discuss any questions or concerns with the Agency.
- Provide financial policies and procedures for use by the Agency.
- Complete and submit fiscal year-end certifications to MN Management and Budget.

**EXHIBIT B to Interagency Agreement between the
Department of Administration Financial Management and Reporting (Admin) and
Emergency Medical Services Regulatory Board (Agency)**

This agreement is between the following agencies:

Department of Administration Financial Management and Reporting (Admin)

Emergency Medical Services Regulatory Board (Agency)

Admin agrees to process the following transactions for the Agency:

Payments will be processed in accordance with prompt payment statutory requirements (i.e. within 30 days of the later of the receipt of an invoice or receipt of goods or services).

Purchase orders requiring no bid process will be created within 4 days of receipt of a properly completed/approved EIOR Purchase Request in FMR. The time required to create orders requiring bid processes is highly variable, thereby precluding one standard target period for order creation.

The following additional terms apply to this agreement and are categorized by the basic steps in the purchasing and payment process:

Purchase Request

An EIOR (or other more current system) Purchase Request must be completed by the Agency and submitted to Admin for all purchases. The agency is responsible for providing complete and correct specifications and related information on any Purchase Request forms submitted to Admin. Timely processing of orders is dependent on a correct and complete Purchase Request. The Agency must allow sufficient lead time when submitting a Purchase Request to allow for the normal purchasing process and shipment of goods or services.

As an addendum to this Interagency Agreement, the Agency will provide the names of its employees authorized to approve purchases. An updated Exhibit C or other written communication (memo, email, etc.) is required each time the list changes. An updated Exhibit C may be executed without formal amendment of the Interagency Agreement.

Purchase Order

Purchase orders that Admin creates will comply with Authority for Local Purchase (ALP) requirements and other applicable statutory and policy requirements.

Admin will advise the Agency regarding purchasing requirements (i.e. when a state contract purchase is required) as needed.

Admin will transmit purchase orders under this agreement to the Agency. The Agency will transmit purchase orders to vendors as appropriate. The Agency will not initiate orders by

phone calls to vendors or other means prior to the creation of a purchase order or other appropriate encumbering transaction in the state's accounting/procurement system by Admin unless necessary due to an emergency as defined by statute.

M.S. 16C.10 defines an emergency as a threat to public health, welfare, or safety that threatens the functioning of government, the protection of property, or the health or safety of people. The normal solicitation process is not required for emergency purchases, but the Agency must contact Admin as early as possible so that Admin can inform OSP in writing and enlist their assistance as is appropriate. If time permits, this contact should occur before making an emergency purchase, but if time does not permit, the Agency is expected to act promptly to address the emergency.

The Agency is responsible for distribution of pertinent documents to its property management coordinator or other personnel.

Contract

The Agency must not direct a contractor to begin work until Admin has encumbered funds and the contract or agreement has been executed. Prior to encumbering an Annual Plan Agreement, the Agency will provide a copy of its approved Annual Plan to Admin. The Agency will provide Admin with a fully signed copy of each contract that is executed.

Receipt of Goods or Services

Goods ordered will be shipped directly to the Agency unless the purchase request indicates otherwise.

The Agency must document the date goods or services are received. Packing slips, receiving reports, work orders or other documentation indicating receipt of goods/services must be sent to Admin to support invoices to be paid.

The Agency is responsible for notifying its property management coordinator of receipt of goods when necessary.

Invoices

Vendors will be instructed to send invoices directly to the Agency unless otherwise agreed or transmitted through the state's accounting/procurement system. After date-stamping invoices upon receipt and applying payment approval as discussed in the next section of this agreement, the Agency will promptly forward invoices to Admin to enable payment within the statutory time period established for prompt payment or any more restrictive payment terms agreed to.

Payment Authorization

The Agency must provide authorization to pay each invoice, which may be indicated on the invoice itself. Invoices for services received under a contractual agreement (i.e., professional technical, grant, and other similar contracts) must be authorized for payment by the person designated in the contract as the state's authorized representative. If the contract does not specify a state's authorized representative, an Agency staff person with delegated authority to approve invoices will sign the invoice to approve payment.

Payment Processing

Admin will process payments in accordance with the prompt pay requirements established by M.S. 16A.124 Subd 3. Prepayments are not allowed unless permitted by state policy. The Agency and Admin are responsible for meeting the state's prompt payment goal that 98% of invoices are paid within 30 days.

Filing of Documents

All documents must be retained in accordance with applicable records retention policies.

Admin will retain the original Purchase Request, copy of the purchase order, the original packing slip or other similar documentation, and the original invoice unless otherwise agreed.

SWIFT Implementation

As SWIFT is improved and enhanced, business processes may change. As system expertise increases and future phases are implemented, policy and process changes may continue. Examples include electronic purchase requests, asset management, approvals, signatures, sourcing, and contracts.

SWIFT implementation may affect whether documents are retained in paper or electronic form.



STATE OF MINNESOTA INTERAGENCY AGREEMENT

The Department of Administration's Small Agency Resource Team (SmART) seeks to improve the efficiency and effectiveness of financial and human resources services for small agencies, boards, and councils. SmART enables administrative efficiency by sharing the specialized resources and expertise of a larger administrative organization. SmART's services enable customer agencies to better focus on their core business.

This agreement is between the Minnesota Department of Administration Human Resources (Admin) and Emergency Medical Services Regulatory Board (Agency).

Agreement

1. Term of Agreement

- 1.1 **Effective date:** February 7, 2018, or the date the state obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

2. Scope of Work

Admin will provide human resource services to the Agency as described in Exhibits A and B which are attached and incorporated into this agreement. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities as delineated in Exhibits A and B. The Agency retains decision-making authority and responsibility for its human resource decisions for ongoing implementation of appropriate business processes, while Admin provides transaction and other human resources services and serves in an advisory capacity. The parties understand and agree that Admin is not and not intended to be, the employer or joint employer of the Agency's applicants, employees or former employees by reason of the work performed or services provided under the Agreement. The Agency is responsible for following all applicable employment laws, collective bargaining agreements and compensation plan requirements, state policies and procedures.

Due to the Agency's delay in onboarding, Admin does not have the capacity to immediately assist with any organizational development work, including new classifications, audits, etc. Admin anticipates the earliest this work can begin is late spring/early summer.

3. Authorized Representative

Admin's Authorized Representative is Andrea L. Turner, Human Resources Director, 3rd floor, Centennial Building, 658 Cedar Street, St. Paul, MN 55155, or her successor.

The Agency's Authorized Representative is Tony Spector, Executive Director, 2829 University Ave, Suite 310 Minneapolis, MN 55114, or their successor.

In the event the Agency does not respond to information requests or is not following guidance, policies and/or procedures, Admin, at its discretion, will escalate it to either the Board Chair or Vice Chair, to seek resolution.

In the event the Agency has a dispute involving services provided by Admin that cannot be resolved through normal interaction with Admin staff, the Agency, at its discretion, should contact Admin's Deputy Commissioner, Lenora Madigan, to seek resolution.

4. Consideration and Payment

The total cost for all services covered by this agreement is \$33,500 for FY 2018 (5 months). The amount for FY 2019 will be determined after Admin has more experience with the level of service required. Admin will invoice the Agency quarterly, in an equal amount each quarter, for the services outlined in this agreement. The Agency will approve invoices and make timely payment to Admin for the services outlined in this agreement.

5. Amendments

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature delegations identified in Exhibit A, 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. Changes to the signature delegations in Exhibit A must be acknowledged with a revised Exhibit A signed by the Agency Authorized Representative or by another written communication (memo, email, etc.).

6. Government Data Practices

Admin and the Agency must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data exchanged under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party to this agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either party.

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.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

**2. Emergency Medical Services Regulatory Board
(Agency)**

Signed: _____

Title: Executive Director

Date: 01/10/2018

**Emergency Medical Services Regulatory Board
(Board Chair)**

Signed: _____

Title: EMSRB Board Chair

Date: 1/8/2018

3. Department of Administration (Admin)

Signed: Lenore Madigan

Title: Deputy Commissioner

Date: 1.11.18

**EXHIBIT A to Interagency Agreement between the Department of Administration Human Resources (Admin)
and Emergency Medical Services Regulatory Board (Agency)**

Admin will provide the Agency the following human resource services that will help the Agency operate effectively:

Ad Hoc Reporting

- Upon request, provide ad hoc reports on employee costs; leave use; hires; separations; and other employment information contained in the state's information warehouse.

Affirmative Action Plan and Reports

- Draft Affirmative Action Plan; submit biennially to MMB for review and approval; and monitor efforts and progress.

Classification and Compensation

- Review position descriptions, determine appropriate classification, bargaining unit designation, and Fair Labor Standards Act (FLSA) status, document audit decisions, and explain the rationale for classification decisions.
- Advise on, and approve or deny compensation requests outside of Agency delegation of authority.
- The Agency must provide documentation of requests to convert unclassified position to the classified service at least one month in advance of the end of the unclassified position.

Timely review of classification and compensation requests depends on Admin receiving complete and accurate information from supervisors and managers. Admin is not responsible for processing information if it has not received a written request.

Admin has received delegated authority from Minnesota Management and Budget (MMB) to make classification and compensation decisions. Admin must abide by accepted practices and rules governing classification and compensation in order to retain this delegation. MMB periodically audits Admin's work to determine compliance with rules and laws.

Contract Administration

- Advise managers and supervisors on the application of labor contracts and plan language.
- Advise managers and supervisors on the practical application of employment laws such as FMLA, FLSA, ADA, USERRA, and all discrimination laws.

File Maintenance and Storage

- Maintain and securely store the personnel files and I-9 documents of the Agency employees, if agency requests.
- Maintain and store audit (job classification decisions) documentation and requisition (vacancy filling) files.
- Inform the Agency on the types of personnel information that should be securely maintained at Agency worksite.

General Benefits Administration

- Convey benefit updates and information from (MMB to Agency Representative for distribution to employees of the Agency).
- Benefits questions and issues will be handled directly by the State Employee Group Insurance Program (SEGIP) at MMB.

Labor Relations, Investigations and Employment Law

- Advise or respond to grievances for the Agency as appropriate.
- Advise management regarding relationship with union, including meet and confer sessions, union leave.
- Review and provide advice and guidance in responding to requests for ADA accommodation.
- Complete ADA reports for the Agency.
- Convey new laws, state rules, and issues from (MMB to Agency Representative for distribution to employees of the Agency.
- Advise supervisors and managers on other employment law issues such as discrimination, sexual harassment, etc.
- Assist in reviewing unemployment claims and at the agency's request represent management in unemployment hearings.
- When Human Resources becomes aware of a complaint, the Labor Relations Manager will review the complaint, will forward the complaint to the appropriate person at the Emergency Medical Services Regulatory Board, will advise on potential liability issues and best practices for handling.

The Agency is responsible for paying all costs associated with independent investigations.

Leave Coordination

- Process and coordinate FMLA requests
- Guide Agency in other leave types that the State of Minnesota provides.
- Manage the transaction processes involving such leaves.

New Employee Orientation

- Conduct new employee orientation for all new employees to the Agency.

Payroll

- Process bi-weekly payroll within established timelines, answer questions, resolve payroll issues and audit payroll on a regular basis.

Performance Management

- Coach management on performance management.
- Assist the agency in initial screening of allegations relating to employee misconduct, performance or attendance problems; and conduct; coordinate the conducting of investigations.
- Advise managers and supervisors on managing performance, attendance, conduct issues, and assist with implementing corrective action, including withholding of performance increases, issuing disciplinary action and letters of expectations.

The Agency is responsible for paying all costs associated with independent investigations.

Recruitment and Selection

- Assist managers in hiring so that the agency follows state bargaining unit contracts and plans, employment laws, and state laws governing state positions.
- Advise on minimum and preferred qualifications and recruitment options.
- Post vacancies in accordance with HR/LR Policies.
- Review position applications to determine which applicants meet the minimum qualifications and refer successful candidates to the hiring supervisor.
- Respond to appeals of applicant qualification determinations under Minn. R. 3900.4700.

- Assist managers and supervisors in developing interview questions and other selection criteria and exercises and with first round of interviews, when requested.
- Compose offer and employment confirmation letters.
- Examine I-9 documentation, after hire, for legal hiring.
- Notify all applicants of position hiring decisions.

Safety & Workers' Compensation

- Assist with first reports of injury filings.

Admin has a Safety Administrator on staff. If the Agency needs guidance or assistance with safety issues, upon availability, the Safety Administrator can be hired as a consultant on a case-by-case basis.

Training

- Train managers and supervisors on human resources practices, employment law, bargaining unit contract language, compensation, and other topics directly related to human resources.
- Conduct training and/or track completion on topics mandated by law or policy – code of conduct, SANS, sexual harassment prevention, right-to-know, etc., based on availability.

Transactions

- Complete accurate and timely SEMA4 changes related to changes in employee information, hire, funding, promotion, separation dates, increase dates, department ID, medical leaves of absence, performance reviews, etc.

Timely transactions depend on Admin receiving timely information from supervisors and managers about employee status. Admin is not responsible for processing information if it has not received a written request.

**EXHIBIT B to Interagency Agreement between the Department of Administration Human Resources (Admin)
and Emergency Medical Services Regulatory Board (Agency)**

SERVICE LEVEL AGREEMENT

Admin SmART Human Resources Responsibilities

Admin (SmART program) will provide the following level of service:

- Vacancies will be posted within three business days of receipt of a request to fill (if the position does not need to be allocated or the allocation changed).
- Managers and supervisors will receive a list of qualified candidates within five business days of the closing of a posting.
- Positions requiring initial allocation will be allocated within two weeks of the receipt of a complete position description, organizational chart, and request memo.
- Positions requiring reallocation will be audited within six weeks of the receipt of a complete position description, organizational chart, and request memo.
- Investigations will be conducted promptly. Timing depends on the exact circumstances and availability of union representatives.
- Transactions turned in by Thursday of the non-payroll week will take effect that payroll period.
- Employees hired during the last two days of the pay period will not be paid for those days until the next pay period.

Admin SmART will do our best to adhere to the timelines listed above based on staffing levels and volume of work.

Agency Responsibilities

Management of the Agency is responsible for the actions of the organization's employees, including unethical, violent, or harassing behavior and failure to follow state policies and procedures.

Like all other agencies, the Agency is also responsible for completing the following human resource actions:

Affirmative Action Plan

- Work jointly with the SmART Human Resources Team in the creation of biennial Affirmative Action Plan.
- Adhere to the plan and make it a living document.

Classification

- All positions have position descriptions that are updated at least every three years.
- Position descriptions must be consistent with the employees' actual job duties, include a listing of essential functions under the ADA, and clearly indicate the employee's level of decision-making authority.

Employee Evaluation

- New employees must receive copies of their position descriptions and onboarding to their work and their work unit.
- All new employees must receive mid-probationary and probationary reviews.
- All employees must be given feedback on their performance at least once a year with a written formal evaluation placed in their personnel file.
- Performance expectations are made clear for all employees.

- Employees whose performance, attendance, or behavior is problematic will be discussed with the Admin Human Resources staff appropriate to the situation.

File Maintenance and Storage

- Maintain supervisory files for Agency employees.

Hiring

- Employees may not be hired before the Admin human resource office affirms that all parts of the process are complete.

Labor Relations

- The Agency is responsible for paying all costs associated with an independent investigation.
- Timely notice will be given to the Admin HR office for Labor Relations issues.

Policies and Procedures

- (Ensure) Formal delegations of duties are on file.
- (Ensure) Operating practices are consistent with state policies.
- Appropriate action is taken for violations of policy.
- Respond to data practices requests.

Training

- Employees receive appropriate training related to their position.
- All classified managers and supervisors attend required training(s) through Enterprise Training and Development (ETD).
- Payment of all costs associated with training provided by ETD, MN-IT or other agencies external to the State.

Worker's Compensation

- Submit the First Report of Injury within three business days of the incident/injury.

FY 2019 Transfers
October 15, 2019

TRANSFER FROM					TRANSFER TO						
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
MMB	Restricted Misc Special Revenue	G9R1027	Seat Belt Fines	(618,126)	EMSRB	Restrict Misc Special Revenue	H7S2100	EMS Seat Belt Grants	618,126	90% of Seat Belt Fines collected are transferred to EMSRB to grant to the 8 regional emergency medical services systems	M.S 169.686 3
DPS	911 Emergency	P079659	Medical Resource Communication	(614,700)	EMSRB	Other Misc Special Revenue	H7S2200	Med Resource Communication Ctr	614,700	DPS grants to the Emergency Medical Services Regulatory Board for the Metro East and Metro West Medical Resource Communication Centers	17 095 01 011 08B

Emergency Medical Services and Regulatory Board (EMSRB)

FY 2019 Interagency Agreements and Service Level Agreements

October 15, 2019

[illegible]