



Administrative Services Unit

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Date: October 15, 2018

To: Representative Erin Murphy
331 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

From: Juli Vangsness, HLB Administrative Service Unit

Subject: FY 2018 Interagency Agreement and Transfer Reporting Requirement

As the director of the Administrative Services Unit, I am submitting this report to the Legislature in compliance with Minnesota Laws of 2017, 1st Special Session, Chapter 4, Article 2, Section 16 (Interagency Agreement and Transfer Reporting Requirement). That section requires the head of each agency to provide reports to the chairs and ranking minority members of the Legislative committees with jurisdiction over the agency budget.

1. *Report all Interagency Agreements or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with another agency if the cumulative value of those agreements is more than \$100,000.* Below is a list of each Health Related Licensing Board and the total amount paid by interagency agreement. Attached are detail reports identifying agency paid, amount, legal authority, purpose of the agreement, effective date and duration. Also attached are copies of each of the interagency agreements. Included in the amounts below and on the reports are dollars paid to MN.IT for services. We do not have a current interagency agreement or service-level agreement to attach. The last service-level agreement was for FY 2016.

List of Health Related Licensing Boards that have expenditures more than \$100,000

- a. Board of Medical Practice \$804,177
- b. Board of Nursing \$447,911
- c. Board of Pharmacy \$426,901
- d. Board of Dentistry \$119,915
- e. Board of Examiners for Nursing Home Administrators \$964,067
- f. Board of Social Work \$115,997
- g. Board of Psychology \$123,980

List of Health Related Licensing Boards that do not have expenditures of more than \$100,000 – will not be submitting any report

- a. Board of Chiropractic Examiners
- b. Board of Optometry
- c. Board of Marriage and Family Therapy
- d. Board of Podiatric Medicine
- e. Board of Veterinary Medicine
- f. Board of Dietetics and Nutrition Practice
- g. Board of Physical Therapy
- h. Board of Behavioral Health and Therapy
- i. Board of Occupational Therapy Practice

2. Report all transfers of appropriations between accounts within or between agencies, if the cumulative value of the transfers is more than \$100,000.

The Health Related Licensing Boards do not have any transfers of more than \$100,000 to report for fiscal year 2018.

This report contains all required information requested.

Board of Medical Practice

FY 2018 Interagency Agreements and Service Level Agreements

October 15, 2018

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
MN.IT Services	\$ 145,794	M.S. 16E.016	MN.IT provides enterprise IT services to Board of Medical Practice	7/1/2017	FY 2018
Attorney General	\$ 622,447	M.S. 8.15, subd 2	Attorney General Office legal service	7/1/2017	FY 2018
Public Safety - Bureau of Criminal Apprehension	\$ 35,936	M.S. 15.061	Criminal Background checks for new applicants for licensure	7/1/2017	FY 2018
Total	\$ 804,177				

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN THE
BOARD OF MEDICAL PRACTICE
AND OFFICE OF THE ATTORNEY GENERAL
For FY 2018 and FY2019**

WHEREAS, pursuant to Minnesota Statutes chapter 8, the Attorney General shall provide legal services to state agencies, boards and commissions; and

WHEREAS, pursuant to Minn. Stat. § 8.15, subd. 2 the Attorney General is authorized to enter into agreements with executive branch agencies to provide legal services; and

WHEREAS, the Board needs legal services in order to administer and deliver its programs;

NOW, THEREFORE, IT IS AGREED:

1. The total costs of all services to be provided to the Board by the Attorney General's Office ("AGO") in Fiscal Year 2018 and FY 2019 is estimated by AGO and the Board to be \$1,244,894.00. This figure is based on projected estimated annual legal services of 1,837 hours at the hourly rate of \$131.00 for attorney services and 4,600 hours at the hourly rate of \$83.00 for legal assistant services. The apportionment of legal service hours between attorneys and legal assistants are estimates. The actual breakdown of legal services provided by attorneys and by legal assistants will be determined within the AGO's discretion. Should the actual cost of all legal services provided to the Board by AGO in FY18 and FY19 exceed \$1,244,894, AGO reserves the right to bill the Board, and the Board agrees to pay AGO, for the actual cost of legal services provided in FY18 and FY19 in excess of the parties projected estimate of \$1,244,894.00.
2. Terms of payment. The Board shall pay or transfer to the AGO the sum of \$1,244,894.00 FY18 and FY19 in quarterly installments of \$155,611.75 each on the first day of each quarter.
3. AGO will provide legal services to the Board in accordance with Minn. Stat. § 8.06, except those duties, if any, delegated to Board personnel or provided by outside counsel under section 8.06. The scope of legal services to be provided includes all matters pertaining to the Board's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, provision of training and education to Board staff and other legal needs as may be necessary.
4. AGO staff will meet with the Board upon request to review priorities for legal services.
5. The hours of legal services provided under this agreement will be recorded by AGO staff for use in the AGO billing system. When recording hours of legal services provided, the AGO staff will specify specific information about the services provided including identifying the appropriate AGO docket number and names of Board staff involved, if

applicable. The AGO will provide the Board with a report of all hours of services provided under this agreement on a monthly basis. Each report will include data from either two (2) or three (3) complete pay periods, from the end date of the preceding report through the last full pay period of the month in which the report is produced. The AGO will provide each report to the Board no later than six (6) weeks after the end of the period covered by the report.

6. Litigation costs and expenses, including, but not limited to, the cost of filing legal documents and hiring expert witnesses and court reporters, messenger services and travel expenses will be paid directly by the Board and will not come from the funds identified to be paid to AGO in this agreement. AGO staff will complete a "Notice of Need for Encumbrance" form and forward a copy to the Board before special expenses or obligations are incurred.
7. This Agreement supersedes any and all prior agreements of the parties relating to the provision of legal services. Any further amendments to this agreement shall be in writing and shall be executed as an amendment.
8. The authorized agent of the AGO for purposes of this Agreement is Ray Smith. The Board's authorized agent for purposes of this Agreement is Ruth Martinez.
9. The parties acknowledge that the amount set forth in paragraph 1 is simply a good faith estimate of the level of services needed, which estimate may be high or low. However, the parties also acknowledge that each will make decisions and resource allocations based on the estimate. Accordingly, the parties agree that the amount set forth in Paragraph 1 shall be paid or transferred to AGO in full and with no adjustments, regardless of whether the actual cost of services provided is higher or lower than the estimate. Notwithstanding the foregoing, if there is a substantial change in the circumstances that were the basis for the parties' mutual estimate, e.g., the unexpected initiation or conclusion of a major lawsuit, the parties may then revise this agreement if necessary to reflect that change in circumstances.

APPROVED:

BOARD OF MEDICAL PRACTICE

By: Ruth Martinez

Title: Executive Director

Date: June 13, 2017

OFFICE OF THE ATTORNEY GENERAL

By: David Olson

Title: Deputy Attorney General

Date: June 14, 2017

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA") and the Minnesota Board of Medical Practice ("Agency").

Recitals

Under Minn. Stat. § 15.061, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. The BCA is the State Identification Bureau and so is responsible for fingerprint identification services including conducting Minnesota records checks and the submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation (FBI). The Agency has a state statute, Minn. Stat. § 214.075 that has been approved by the United States Attorney General as compliant with Public Law 92-544. Agency wants to access federal data in support of its duties to conduct background checks on its licensees.

The purpose of this Agreement is to memorialize the requirements to obtain access and the limitations that apply to the information that Agency obtains.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* This Agreement is effective on the date the BCA and Agency obtains all required signatures.
- 1.2 *Expiration date:* This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 *Request submission.* Agency agrees that those individuals for whom a Minnesota and federal fingerprint-based background is to be conducted will submit their fingerprints to Agency for forwarding to BCA. The fingerprints will be captured so that they meet the requirements of National Institute of Standards and Technology Special Publication 500-290 and that all fields required on the fingerprint card are completed.

Fingerprints received by Agency will be forwarded to the BCA using a secure communication method.

2.2 *Request processing.* On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository for any records that match the fingerprints submitted. Any results of a fingerprint match will be returned to the Agency with the federal results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Agency is not entitled to receive and forward the results to Agency.

At the time this Agreement is signed, the BCA will provide the results of the Minnesota and FBI checks to Agency in a method agreed to by the parties. On written request to BCA's Authorized Representative, Agency can request that BCA provide the results in a different way.

2.3 *Agency policies.* The FBI and BCA have policies and law on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the system. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.4 *Future access.* On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement when utilizing new systems or tools provided under this Agreement.

2.5 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.6 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change.

2.7 Compliance with personnel security requirements. The Office of MN.IT Services (MN.IT) is a non-criminal justice agency performing functions in support of authorized agencies within the State of Minnesota. MN.IT has a contract with the Microsoft Corporation (Microsoft) to provide services and personnel that in turn support authorized agencies within Minnesota state and local government. Both MN.IT and Microsoft employees are required to take security awareness training and pass a federal, fingerprint-based background check and, with respect to Microsoft employees, sign a security addendum certification.

The BCA is the CJIS Systems Agency for the State of Minnesota and will act on behalf of all authorized agencies within Minnesota state and local government to ensure that all requirements are satisfied for both MN.IT and Microsoft employees.

3 Payment

The cost for each Minnesota records check is \$15.00. The cost for each FBI check is \$17.00. BCA will invoice agency monthly, and Agency is responsible for payment of these charges based on the amount invoiced from the BCA. Payment of invoices must be made within 30 days upon receipt of the invoice.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Ruth M. Martinez, Executive Director, 2829 University Ave SE, Ste 500, Minneapolis, MN 55414, 612-548-2150, or his/her successor.

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's and the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or

Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

8 Government Data Practices

8.1 **BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 **Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 **Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Name: Shelinda Beggs, Budget II
(PRINTED)

Signed: [Signature]

Date: 2/27/17

SWIFT Contract number 121471

2. AGENCY

Name: Ruth M. Martinez
(PRINTED)

Signed: [Signature]

Title: Executive Director
(with delegated authority)

Date: Dec. 16, 2016

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: [Signature]
Dana Gotz, Deputy Superintendent

Title: _____
(with delegated authority)

Date: 3/10/2017

Board of Nursing

FY 2018 Interagency Agreements and Service Level Agreements

October 15, 2018

[illegible]

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA") and the Minnesota Board of Nursing ("Agency").

Recitals

Under Minn. Stat. § 15.061, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. The BCA is the State Identification Bureau and so is responsible for fingerprint identification services including conducting Minnesota records checks and the submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation (FBI). The Agency has a state statute, Minn. Stat. § 214.075 that has been approved by the United States Attorney General as compliant with Public Law 92-544. Agency wants to access federal data in support of its duties to conduct background checks on its licensees.

The purpose of this Agreement is to memorialize the requirements to obtain access and the limitations that apply to the information that Agency obtains.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* This Agreement is effective on the date the BCA and Agency obtains all required signatures.
- 1.2 *Expiration date:* This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 **Request submission.** Agency agrees that those individuals for whom a Minnesota and federal fingerprint-based background is to be conducted will submit their fingerprints to Agency for forwarding to BCA. The fingerprints will be captured so that they meet the requirements of National Institute of Standards and Technology Special Publication 500-290 and that all fields required on the fingerprint card are completed.

Fingerprints received by Agency will be forwarded to the BCA using a secure communication method.

2.2 **Request processing.** On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository for any records that match the fingerprints submitted. Any results of a fingerprint match will be returned to the Agency with the federal results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Agency is not entitled to receive and forward the results to Agency.

At the time this Agreement is signed, the BCA will provide the results of the Minnesota and FBI checks to Agency in a method agreed to by the parties. On written request to BCA's Authorized Representative, Agency can request that BCA provide the results in a different way.

2.3 **Agency policies.** The FBI and BCA have policies and law on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the system. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.4 **Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement when utilizing new systems or tools provided under this Agreement.

2.5 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.6 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change.

2.7 Compliance with personnel security requirements. The Office of MN.IT Services (MN.IT) is a non-criminal justice agency performing functions in support of authorized agencies within the State of Minnesota. MN.IT has a contract with the Microsoft Corporation (Microsoft) to provide services and personnel that in turn support authorized agencies within Minnesota state and local government. Both MN.IT and Microsoft employees are required to take security awareness training and pass a federal, fingerprint-based background check and, with respect to Microsoft employees, sign a security addendum certification.

The BCA is the CJIS Systems Agency for the State of Minnesota and will act on behalf of all authorized agencies within Minnesota state and local government to ensure that all requirements are satisfied for both MN.IT and Microsoft employees.

3 Payment

The cost for each Minnesota records check is \$15.00 and the cost for each FBI check is \$17.00. BCA will invoice agency monthly, and Agency is responsible for payment of these charges based on the amount invoiced from the BCA. Payment of invoices must be made within 30 days upon receipt of the invoice.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Shirley Brekken, 2829 University Avenue SE, Suite 200, Minneapolis, MN, 55414, 612-317-3012, or her successor.

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's and the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or

Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

10 Venue

Venus for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 *Termination.* The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30

days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12. Previous agreement terminated.

The prior agreement between Agency and BCA is terminated on the final execution of this Agreement.

13 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Name: Melinda Begin
(PRINTED)

Signed: [Signature]

Date: 2/14/17

SWIFT Contract number 121076

2. AGENCY

Name: Shirley Brokken
(PRINTED)

Signed: [Signature]

Title: Executive Director
(with delegated authority)

Date: February 16, 2017

Name: _____
(PRINTED)

Signed: _____

Title: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: [Signature]
Dana Goetz, Deputy Superintendent

Title: _____
(with delegated authority)

Date: 2/22/2017

Board of Pharmacy

FY 2018 Interagency Agreements and Service Level Agreements

October 15, 2018

[illegible]

APR 2017

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA") and the Minnesota Board of Pharmacy ("Agency").

Recitals

Under Minn. Stat. § 15.061, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. The BCA is the State Identification Bureau and so is responsible for fingerprint identification services including conducting Minnesota records checks and the submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation (FBI). The Agency has a state statute, Minn. Stat. § 214.075 that has been approved by the United States Attorney General as compliant with Public Law 92-544. Agency wants to access federal data in support of its duties to conduct background checks on its licensees.

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2.1 **Request submission.** Agency agrees that those individuals for whom a Minnesota and federal fingerprint-based background is to be conducted will submit their fingerprints to Agency for forwarding to BCA. The fingerprints will be captured so that they meet the requirements of National Institute of Standards and Technology Special Publication 500-290 and that all fields required on the fingerprint card are completed.

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The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Agency is not entitled to receive and forward the results to Agency.

At the time this Agreement is signed, the BCA will provide the results of the Minnesota and FBI checks to Agency in a method agreed to by the parties. On written request to BCA's Authorized Representative, Agency can request that BCA provide the results in a different way.

2.3 **Agency policies.** The FBI and BCA have policies and law on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the system. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://beanextest.x.state.mn.us/launchpad/>.

2.4 **Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement when utilizing new systems or tools provided under this Agreement.

2.5 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.6 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change.

2.7 Compliance with personnel security requirements. The Office of MN.IT Services (MN.IT) is a non-criminal justice agency performing functions in support of authorized agencies within the State of Minnesota. MN.IT has a contract with the Microsoft Corporation (Microsoft) to provide services and personnel that in turn support authorized agencies within Minnesota state and local government. Both MN.IT and Microsoft employees are required to take security awareness training and pass a federal, fingerprint-based background check and, with respect to Microsoft employees, sign a security addendum certification.

The BCA is the CJIS Systems Agency for the State of Minnesota and will act on behalf of all authorized agencies within Minnesota state and local government to ensure that all requirements are satisfied for both MN.IT and Microsoft employees.

3 Payment

The cost for each Minnesota records check is \$15.00. The cost for each FBI check is \$17.00. BCA will invoice agency monthly, and Agency is responsible for payment of these charges based on the amount invoiced from the BCA. Payment of invoices must be made within 30 days upon receipt of the invoice.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Cody Wiberg, Executive Director, 2829 University Ave SE, Ste 530, Minneapolis, MN 55414, 651-201-2828, or his/her successor.

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's and the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or

Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

8 Government Data Practices

8.1 **BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 **Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 **Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30

days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Name: Melinda Beggs, Buyer II
(PRINTED)

Signed: [Signature]

Date: 4/11/17

SWIFT Contract number 123387

2. AGENCY

Name: Cody Wiberg
(PRINTED)

Signed: Cody Wiberg

Title: Executive Director
(with delegated authority)

Date: 4/12/17

**3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Dana Gotz, Deputy Superintendent

Name: _____
(PRINTED)

Signed: Dana Gotz

Title: _____
(with delegated authority)

Date: 5/9/2017

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
#2017BMP1001**



This agreement is between the Minnesota Board of Pharmacy (MN BOP) and Minnesota Board of Medical Practice (MN BMP).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** December 28, 2016, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** August 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The MN BMP will:

- 1. Successfully incorporate the MN Prescription Monitoring Program (MN PMP) account request process into the MN BMP online Medical Doctor (MD), Doctor of Osteopathy (DO), and Physician Assistant (PA) license process;
- 2. Notify MN BMP MD, DO and PA licensees of the new feature when implemented;
- 3. Provide a monthly project status update to the MN PMP in a mutually agreed to format, and
- 4. Ensure no data regarding registration for or approval of a MN PMP account is retained in the MN BMP licensing database, except for that data which is needed for technical purposes, such as transaction auditing.

3 Consideration and Payment

- (a) **Compensation.** The MN BMP will be paid a lump sum of up to \$4,000.00 (Four Thousand Dollars and Zero Cents) upon completion.
- (b) **Total obligation.** The total obligation of the MN BOP for all compensation and reimbursements to the MN BMP under this agreement will not exceed \$4,000.00 (Four Thousand Dollars and Zero Cents).

4 Conditions of Payment

All services provided by MN BMP under this agreement must be performed to MN BOP's satisfaction, as determined at the sole discretion of MN BOP's Authorized Representative.

5 Authorized Representative

MN BOP's Authorized Representative is *Cody Wiberg, Executive Director, 2829 University Ave SE, Suite 530, Minneapolis, MN 55414, 651-201-2825*, or his successor.

MN BMP's Authorized Representative is *Ruth Martinez, Executive Director, 2829 University Ave SE, Suite 500, Minneapolis, MN 55414, 612-548-2150*, or her successor.

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.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature] Buyer 11

Date: 12/21/16 3-499

3. MN Board of Medical Practice

By: [Signature]
(with delegated authority)

Title: Executive Director

Date: 12/28/16

2. MN Board of Pharmacy

By: [Signature]
(With delegated authority)

Title: Executive Director

Date: 12/28/16

5 Authorized Representative

MN BOP's Authorized Representative is *Cody Wiberg, Executive Director, 2829 University Ave SE, Suite 530, Minneapolis, MN 55414, 651-201-2825*, or his successor.

MN BMP's Authorized Representative is *Ruth Martinez, Executive Director, 2829 University Ave SE, Suite 500, Minneapolis, MN 55414, 612-548-2150*, or her successor.

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.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: *[Signature]* *Buyer II*
Date: 5/16/17 3-499

2. MN Board of Pharmacy

By: *[Signature]*
(With delegated authority)
Title: Executive Director
Date: 5/25/17

3. MN Board of Medical Practice

By: *[Signature]*
(with delegated authority)
Title: Executive Director
Date: May 23, 2017

Board of Dentistry

FY 2018 Interagency Agreements and Service Level Agreements

October 15, 2018

[illegible]

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA") and the Minnesota Board of Dentistry ("Agency").

Recitals

Under Minn. Stat. § 15.061, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. The BCA is the State Identification Bureau and so is responsible for fingerprint identification services including conducting Minnesota records checks and the submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation (FBI). The Agency has a state statute, Minn. Stat. § 214.075 that has been approved by the United States Attorney General as compliant with Public Law 92-544. Agency wants to access federal data in support of its duties to conduct background checks on its licensees.

The purpose of this Agreement is to memorialize the requirements to obtain access and the limitations that apply to the information that Agency obtains.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* This Agreement is effective on the date the BCA and Agency obtains all required signatures.
- 1.2 *Expiration date:* This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 **Request submission.** Agency agrees that those individuals for whom a Minnesota and federal fingerprint-based background is to be conducted will submit their fingerprints to Agency for forwarding to BCA. The fingerprints will be captured so that they meet the requirements of National Institute of Standards and Technology Special Publication 500-290 and that all fields required on the fingerprint card are completed.

Fingerprints received by Agency will be forwarded to the BCA using a secure communication method.

2.2 **Request processing.** On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository for any records that match the fingerprints submitted. Any results of a fingerprint match will be returned to the Agency with the federal results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Agency is not entitled to receive and forward the results to Agency.

At the time this Agreement is signed, the BCA will provide the results of the Minnesota and FBI checks to Agency in a method agreed to by the parties. On written request to BCA's Authorized Representative, Agency can request that BCA provide the results in a different way.

2.3 **Agency policies.** The FBI and BCA have policies and law on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the system. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.4 **Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement when utilizing new systems or tools provided under this Agreement.

2.5 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.6 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change.

2.7 Compliance with personnel security requirements. The Office of MN.IT Services (MN.IT) is a non-criminal justice agency performing functions in support of authorized agencies within the State of Minnesota. MN.IT has a contract with the Microsoft Corporation (Microsoft) to provide services and personnel that in turn support authorized agencies within Minnesota state and local government. Both MN.IT and Microsoft employees are required to take security awareness training and pass a federal, fingerprint-based background check and, with respect to Microsoft employees, sign a security addendum certification.

The BCA is the CJIS Systems Agency for the State of Minnesota and will act on behalf of all authorized agencies within Minnesota state and local government to ensure that all requirements are satisfied for both MN.IT and Microsoft employees.

3 Payment

The cost for each Minnesota records check is \$15.00 and the cost for each FBI check is \$17.00. BCA will invoice agency monthly, and Agency is responsible for payment of these charges based on the amount invoiced from the BCA. Payment of invoices must be made within 30 days upon receipt of the invoice.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Bridgett Anderson, 2829 University Avenue SE, Suite 450, Minneapolis, MN, 55414, 612-548-2127, or her successor.

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's and the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or

Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30

days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12. Previous agreement terminated.

The prior agreement between Agency and BCA is terminated on the final execution of this Agreement.

13 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Name: Melinda Begln
(PRINTED)

Signed: [Signature]

Date: 2/14/17

SWIFT Contract number 121074

2. AGENCY

Name: Dridgett Anderson
(PRINTED)

Signed: [Signature]

Title: Executive Director
(with delegated authority)

Date: 2/15/17

Name: _____
(PRINTED)

Signed: _____

Title: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: [Signature]

Title: Dana Gotz, Deputy Superintendent
(with delegated authority)

Date: 2/22/2017

October 15, 2018

[illegible]

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA") and the Minnesota Board of Examiners for Nursing Home Administrators ("Agency").

Recitals

Under Minn. Stat. § 15.061, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. The BCA is the State Identification Bureau and so is responsible for fingerprint identification services including conducting Minnesota records checks and the submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation (FBI). The Agency has a state statute, Minn. Stat. § 214.075 that has been approved by the United States Attorney General as compliant with Public Law 92-544. Agency wants to access federal data in support of its duties to conduct background checks on its licensees.

The purpose of this Agreement is to memorialize the requirements to obtain access and the limitations that apply to the information that Agency obtains.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* This Agreement is effective on the date the BCA and Agency obtains all required signatures.
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2 Agreement between the Parties

2.1 *Request submission.* Agency agrees that those individuals for whom a Minnesota and federal fingerprint-based background is to be conducted will submit their fingerprints to Agency for forwarding to BCA. The fingerprints will be captured so that they meet the requirements of National Institute of Standards and Technology Special Publication 500-290 and that all fields required on the fingerprint card are completed.

Fingerprints received by Agency will be forwarded to the BCA using a secure communication method.

2.2 *Request processing.* On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository for any records that match the fingerprints submitted. Any results of a fingerprint match will be returned to the Agency with the federal results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Agency is not entitled to receive and forward the results to Agency.

At the time this Agreement is signed, the BCA will provide the results of the Minnesota and FBI checks to Agency in a method agreed to by the parties. On written request to BCA's Authorized Representative, Agency can request that BCA provide the results in a different way.

2.3 *Agency policies.* The FBI and BCA have policies and law on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the system. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.4 *Future access.* On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement

when utilizing new systems or tools provided under this Agreement.

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The BCA is the CJIS Systems Agency for the State of Minnesota and will act on behalf of all authorized agencies within Minnesota state and local government to ensure that all requirements are satisfied for both MN.IT and Microsoft employees.

3 Payment

The cost for each Minnesota records check is \$15.00. Until October 1, 2016, the cost for each FBI check is \$19.75. After October 1, 2016, the cost for each FBI check is \$17.00. BCA will invoice agency monthly, and Agency is responsible for payment of these charges based on the amount invoiced from the BCA. Payment of invoices must be made within 30 days upon receipt of the invoice.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Randy Snyder, Executive Director, 2829 University Ave SE, Ste 404, Minneapolis, MN 55414, 651-201-2731, or his/her successor.

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's and the Agency's liability.

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7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

8 Government Data Practices

8.1 **BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 **Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Name: Melinda Begin
(PRINTED)

Signed: [Signature]

Date: 7/16/17

SWIFT Contract number 118857 2-594

2. AGENCY

Name: Randy D. Snyder
(PRINTED)

Signed: Randy D. Snyder

Title: Executive Director
(with delegated authority)

Date: 8/16/17

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: [Signature] GALLI
(PRINTED)

Signed: [Signature]

Title: Deputy Director
(with delegated authority)

Date: 08/23/2017

Board of Social Work

FY 2018 Interagency Agreements and Service Level Agreements

October 15, 2018

[illegible]

RECEIVED
APR 13 2017
MN BOARD OF NURSING

12338/
SWIFT Contract #123086
MN920159Z

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA") and the Minnesota Board of Social Work ("Agency").

Recitals

Under Minn. Stat. § 15.061, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. The BCA is the State Identification Bureau and so is responsible for fingerprint identification services including conducting Minnesota records checks and the submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation (FBI). The Agency has a state statute, Minn. Stat. § 214.075 that has been approved by the United States Attorney General as compliant with Public Law 92-544. Agency wants to access federal data in support of its duties to conduct background checks on its licensees.

The purpose of this Agreement is to memorialize the requirements to obtain access and the limitations that apply to the information that Agency obtains.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* This Agreement is effective on the date the BCA and Agency obtains all required signatures.
- 1.2 *Expiration date:* This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 *Request submission.* Agency agrees that those individuals for whom a Minnesota and federal fingerprint-based background is to be conducted will submit their fingerprints to Agency for forwarding to BCA. The fingerprints will be captured so that they meet the requirements of National Institute of Standards and Technology Special Publication 500-290 and that all fields required on the fingerprint card are completed.

Fingerprints received by Agency will be forwarded to the BCA using a secure communication method.

2.2 *Request processing.* On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository for any records that match the fingerprints submitted. Any results of a fingerprint match will be returned to the Agency with the federal results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Agency is not entitled to receive and forward the results to Agency.

At the time this Agreement is signed, the BCA will provide the results of the Minnesota and FBI checks to Agency in a method agreed to by the parties. On written request to BCA's Authorized Representative, Agency can request that BCA provide the results in a different way.

2.3 *Agency policies.* The FBI and BCA have policies and law on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the system. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanext.state.mn.us/launchpad/>.

2.4 *Future access.* On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement when utilizing new systems or tools provided under this Agreement.

2.5 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.6 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change.

2.7 Compliance with personnel security requirements. The Office of MN.IT Services (MN.IT) is a non-criminal justice agency performing functions in support of authorized agencies within the State of Minnesota. MN.IT has a contract with the Microsoft Corporation (Microsoft) to provide services and personnel that in turn support authorized agencies within Minnesota state and local government. Both MN.IT and Microsoft employees are required to take security awareness training and pass a federal, fingerprint-based background check and, with respect to Microsoft employees, sign a security addendum certification.

The BCA is the CJIS Systems Agency for the State of Minnesota and will act on behalf of all authorized agencies within Minnesota state and local government to ensure that all requirements are satisfied for both MN.IT and Microsoft employees.

3 Payment

The cost for each Minnesota records check is \$15.00. The cost for each FBI check is \$17.00. BCA will invoice agency monthly, and Agency is responsible for payment of these charges based on the amount invoiced from the BCA. Payment of invoices must be made within 30 days upon receipt of the invoice.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Kate Zacher-Pate, Executive Director, 2829 University Ave SE, Ste 340, Minneapolis, MN 55414, 612-617-2110, or his/her successor.

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's and the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or

Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

8 Government Data Practices

8.1 **BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 **Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

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The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

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10 Venue

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11 Termination

11.1 **Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30

days' written notice to the other party's Authorized Representative.

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12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Name: Melinda Bean Page 4
(PRINTED)

Signed: [Signature]

Date: 4/11/17

SWIFT Contract number 123381

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: Dana Gotz, Deputy Superintendent
(PRINTED)

Signed: [Signature]

Title:

(with delegated authority)

Date: 5/9/2017

2. AGENCY

Name: Kate Zacher-Pate
(PRINTED)

Signed: [Signature]

Title:

Executive Director
(with delegated authority)

Date: 4.12.17

Board of Psychology

FY 2018 Interagency Agreements and Service Level Agreements

October 15, 2018

[illegible]

121470

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA") and the Minnesota Board of Psychology ("Agency").

Recitals

Under Minn. Stat. § 15.061, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. The BCA is the State Identification Bureau and so is responsible for fingerprint identification services including conducting Minnesota records checks and the submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation (FBI). The Agency has a state statute, Minn. Stat. § 214.075 that has been approved by the United States Attorney General as compliant with Public Law 92-544. Agency wants to access federal data in support of its duties to conduct background checks on its licensees.

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Agreement

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- 2.1 *Request submission.* Agency agrees that those individuals for whom a Minnesota and federal fingerprint-based background is to be conducted will submit their fingerprints to Agency for forwarding to BCA. The fingerprints will be captured so that they meet the requirements of National Institute of Standards and Technology Special Publication 500-290 and that all fields required on the fingerprint card are completed.

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- 2.2 *Request processing.* On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository for any records that match the fingerprints submitted. Any results of a fingerprint match will be returned to the Agency with the federal results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Agency is not entitled to receive and forward the results to Agency.

At the time this Agreement is signed, the BCA will provide the results of the Minnesota and FBI checks to Agency in a method agreed to by the parties. On written request to BCA's Authorized Representative, Agency can request that BCA provide the results in a different way.

- 2.3 *Agency policies.* The FBI and BCA have policies and law on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the system. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/ojdn>.

- 2.4 *Future access.* On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement when utilizing new systems or tools provided under this Agreement.

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The BCA is the CJIS Systems Agency for the State of Minnesota and will act on behalf of all authorized agencies within Minnesota state and local government to ensure that all requirements are satisfied for both MN.IT and Microsoft employees.

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The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Angelina M. Barnes, 2829 University Avenue SE, Suite 320, Minneapolis, MN, 55414, 612-548-2100, or her successor.

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's and the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. §

6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

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9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 **Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving BCA Systems and Tools.

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9.2.1 Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 **Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12. Previous agreement terminated.

The prior agreement between Agency and BCA is terminated on the final execution of this Agreement.

13 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Name: Melinda Reiger August 11
(PRINTED)

Signed: [Signature]

Date: 2/1/17

SWIFT Contract number 121470

2. AGENCY

Name: Angelin M. Barnes
(PRINTED)

Signed: [Signature]

Title: Executive Director

(with delegated authority)

Date: 2/27/2017

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: [Signature]
Dana Gotz, Deputy Superintendent

Title: _____
(with delegated authority)

Date: 3/10/2017