

Date: October 13, 2021

To:

The Honorable Tina Liebling, Chair, House Health Finance and Policy Committee  
The Honorable Michelle Benson, Chair, Senate Health and Human Services Finance and Policy Committee  
The Honorable Joe Schomacker, Republican Lead, House Health Finance and Policy Committee  
The Honorable Melissa Wiklund, Ranking Minority Lead, Senate Health and Human Services Finance and Policy Committee

From: Ruth Martinez, Executive Director, Board of Medical Practice

As the Executive Director of the Minnesota Board of Medical Practice, I am submitting this report to the Legislature in compliance with Minnesota Laws 2017, 1st Special Session, Chapter 4, Article 2, Section 16 (Interagency Agreement and Transfer Reporting Requirement). The referenced 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. Attached are details of the agency paid, amount, legal authority, and the purpose, effective date and duration of the agreement. Also attached are copies of interagency and service level agreements.

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

rmm

cc: Legislative Reference Library

Enclosures

## Medical Practice Board

### FY 2021 Transfers

October 15, 2021

TRANSFER FROM					TRANSFER TO						
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
H7B Medical Practice	1201-Health Licensing Boards	H7B1111	Medical Praticce Operations	(212,000)	MNIT	2001-Other Misc Special Revenue	G467111	ITA22.011 H7B HPSP ReportAutom	212,000	INFORMATION AND TELECOMMUNICATIONS ACCOUNT Streamline the HPSP (Health Professional Services Program) reporting process by automating the report generation process to the Board.	MS 16E.21
H7B Medical Practice	1201-Health Licensing Boards	H7B1111	Medical Praticce Operations	(81,000)	MNIT	2001-Other Misc Special Revenue	G467112	ITA22.012 H7B Migrate Doc Mgmt	81,000	INFORMATION AND COMMUNICATIONS ACCOUNT Replace and Migrate the Board’s aging Document Management System (Docuware) to a new system	MS 16E.21
H7B Medical Practice	1201-Health Licensing Boards	H7B1111	Medical Praticce Operations	(200,000)	MNIT	2001-Other Misc Special Revenue	G467113	ITA22.013 H7B LicensingSysUpgr	200,000	INFORMATION AND TELECOMMUNICATIONS ACCOUNT Enhance the Board’s licensing system to comply with new business requirements and upgrade online services with new technical infrastructure and database	MS 16E.21
H7B Medical Practice	1201-Health Licensing Boards	H7B5000	Health Prof Serv Prog Oper	(100,000)	MNIT	2001-Other Misc Special Revenue	G467114	ITA22.014 H7B ParicipantIntak	100,000	INFORMATION AND TELECOMMUNICATIONS ACCOUNT Participant online intake application with required documents with secure online submission capability.	MS 16E.21
TOTAL				(593,000)					593,000		

## Medical Practice Board

## FY 2021 Interagency Agreements and Service Level Agreements

October 15, 2021

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
MNIT	\$ 198,592.78	MS 471.59	MNIT to provide IT services to agency	7/1/2020	FY 2021
AGO	\$ 635,321	MS 8.15	AGO to provide legal services to agency	7/1/2021	FY 2021
Total	\$ 833,914				

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# Comprehensive IT Service Level Agreement

in direct support of  
Health-Related Licensing Boards Business Operations

10/12/2018

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# Service Agreement – General Terms

## Introduction

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Revision 9/17/2018 v2.

The purpose of this Service Level Agreement (SLA) is to provide a basis for close cooperation between Minnesota IT Services (MNIT) and agencies, boards, and councils (Agency) and for support services to be provided by MNIT to the Agency, thereby ensuring that IT services are timely, cost effective, and efficient for the Agency.

The complete agreement consists of three parts:

1. Service Agreement: General Terms
2. Service Agreement: Projects and Services
3. Service Agreement: Performance Metrics

The primary objective of this SLA is to define the service delivery items that will govern the relationship between MNIT and the Agency. This SLA documents the required business-facing information technology (IT) services that support the existing Agency business processes at the existing service levels.

This SLA, and all supporting documents which are incorporated herein by reference, supersedes in its entirety any previous service level agreements between MNIT and the Agency, or any other similar agreements relating to Laws of Minnesota 2011, First Special Session chapter 10, article 4 (the IT Consolidation Act). This SLA is authorized by and implements the requirements set forth in the IT Consolidation Act.

For purposes of this SLA, “information technology” (IT) is defined as the acquisition, storage, communication, and processing of information by computers, telecommunications, applications and other software. This includes, but is not limited to: business data, voice, images, and video. IT provides an agency with business process automation, productivity tools and information delivery services to help execute the business strategy. Specific components of IT include, but are not limited to, enterprise-wide and agency-specific applications (business application software and related technical support services), system software, networks, databases, telecommunications, data centers, mainframes, servers, desktops, laptops/mobile computing devices, output devices such as printers, electronic mail, office systems, reporting, and other standard software tools, help desk, upgrades, security and IT service continuity, and maintenance and support of these systems.



The success of this SLA and the cooperative relationship created is dependent on each party understanding and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

## Objectives

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- To create an environment that is conducive to a cooperative relationship between MNIT and the Agency to ensure the effective support of the Agency as it conducts its business.
- To document the roles and responsibilities of all parties taking part in the SLA.
- To ensure that the Agency receives the provision of agreed upon service levels with the support of MNIT.
- To define the services to be delivered by MNIT and the level of expected service and anticipated costs that can be expected by the Agency, thereby reducing the possibility for misunderstandings.
- To provide a common understanding of service requirements or capabilities and service levels and objectives.
- To provide a single, easily referenced document that addresses the objectives as listed above.

## Review Process

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This SLA will be reviewed by MNIT and the Agency no less frequently than every two years. MNIT and the Agency will maintain regular dialog and use the SLA as a basis for cooperation between the two entities in order to ensure that the Agency is receiving the services it needs.

## Common Partnership

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MNIT and the Agency will work collaboratively to meet the State's strategic direction and business needs and will establish a cooperative relationship to achieve efficiencies and improve the delivery of technology services.

MNIT and the Agency agree to all terms in this Agreement, including as follows:

- In conjunction with state agencies and other stakeholders, MNIT will establish and maintain a formal governance process that includes agency business participation and incorporates agency business requirements into overall IT strategy and direction.
- MNIT's oversight authority includes, but is not limited to, IT planning activities, IT budget management, IT purchasing, IT policy development and implementation, and direction of MNIT

employees. MNIT's oversight authority does not extend to the non-IT portions of the Agency's business operations, plans or needs.

- MNIT provides enterprise IT services to all state agencies, boards, and councils as defined in Minnesota Statutes, section 16E. MNIT assigns a Chief Business Technology Officer (CBTO) to work with agencies, boards, and councils to deliver and sustain agency-specific solutions to meet their unique mission system and application requirements.

## MNIT Roles and Responsibilities

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MNIT will work with the Agency to ensure the best interest of the state and the Agency it supports.

MNIT has the responsibility to:

- Coordinate, develop, communicate, and manage all IT strategic planning and establish the state's IT direction in the form of policies, standards, guidelines and directives.
- Collaborate with agencies to develop and determine delivery strategies for all executive branch state agency IT activity and services consistent with the IT Governance Framework.
- Manage IT resource deployment at the executive branch level based on strategic planning, service delivery strategies, Agency and executive branch business needs, and legal requirements pertaining to IT resources and IT resource funding.
- Manage all IT employees. All IT employees are MNIT employees and report up through the MNIT Commissioner.
- Perform human resources services for MNIT employees. MNIT Human Resources (HR) has authority with regard to IT-related employment including, but not limited to, transactions, classification, compensation, staffing (including hiring and termination), labor relations, unemployment, workforce planning, recruitment, training, safety and investigations.
- Work with agencies to support development of legislative initiatives related to IT.
- Determine responsibility, role and compensation for the Agency-based CBTO. Create a position description, complete performance appraisals of the Agency-based CBTO, and implement performance-related measures, including performance management.
- Implement and maintain appropriate IT internal controls for all IT-related business needs. Additionally, set information security policies and standards, and oversee the security of the state's executive branch information and telecommunications technology systems and services. MNIT will proactively identify and communicate to the Agency any

system risks, vulnerabilities, weaknesses, threats or gaps that put the Agency at risk and identify options for change to address the risk, within the parameters and limits of the resources available to MNIT. MNIT is not responsible for maintaining internal controls for Agency non-IT related business.

- Develop and maintain plans and procedures for the recovery of the state's executive branch critical information and telecommunications technology systems and services in case of system or service interruption or failure. MNIT will collaborate with executive branch state agencies to develop recovery strategies consistent with business priorities and timelines. MNIT will coordinate and communicate response and recovery activities and timelines with executive branch state agencies during a continuity incident, emergency or disaster. MNIT will also collaborate with executive branch state agencies on training, testing and exercise activities to determine and improve the effectiveness of IT continuity plans and procedures.
- MNIT will collaborate with the Agency to comply with all applicable state and federal laws, rules and regulations that affect all consolidated agencies, boards, and councils. MNIT will work with the Agency to comply with the additional agency-specific legal and/or regulatory, safety and security requirements, and state standards. If the Agency is not currently in compliance, additional resources may be required to bring the Agency into compliance.
- Provide timely, accurate invoices to the Agency at a level of detail necessary for the Agency to identify the appropriate funding source from which to make payment, and respond to agency billing questions.
- Provide regular rate and cost information to the Agency sufficient for the Agency to plan, manage, and commit funding for Agency IT services, fiscal operations, and functions related to the CBTO and MNIT employees.

## The Agency Roles and Responsibilities

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The Agency has the responsibility to:

- Ensure the CBTO is in a role within the Agency that directly communicates with the Commissioner, Deputy Commissioner, or equivalent.
- Include the CBTO as a regular attendee of Agency leadership team meetings to provide IT-related reports and work in partnership to ensure that the MNIT IT strategy supports the business needs of the Agency.
- Provide feedback to MNIT's Commissioner regarding the performance of the Agency's CBTO as the Agency deems appropriate.

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- Work with MNIT to perform a portion of the other administrative services and partner with MNIT on legislative functions, as needed and agreed upon by the parties to this SLA. (Specific services will be added to the local services section of this document.)
  - Collaborate with MNIT to identify and ensure Agency compliance with all applicable state and federal laws, rules, standards and regulations. If the Agency is not currently in compliance, additional resources may be required to bring the Agency into compliance.
  - Process and pay all invoices to MNIT in a timely manner. The Agency may request a credit or an amendment to a bill if there is an error.
  - Work collaboratively with MNIT and the CBTO to adhere to the policies, processes and procedures for requesting and maintaining IT services and tools, and participate in IT project management methodologies.
  - Collaborate with MNIT on MNIT's Asset Management and Inventory to ensure proper accounting for IT assets at the Agency, in compliance with federal and state statutory and regulatory requirements and policies.
  - Determine and communicate new service requirements to the CBTO based on program needs including, but not limited to, changes in service volumes and IT projects, identifying funds for new services and investments, and initiating a change to this SLA and/or the IT Budget, as prescribed by the SLA and this Section.
  - Unless otherwise approved by MNIT's Commissioner, provide at least 30 days' notice to MNIT of cancellation of projects and termination of services. This is required because MNIT is obligated under labor agreements to provide staff with a 21-day notice of layoffs.
  - Work with its CBTO to provide necessary financial accounting services and purchasing of IT goods and services for the Agency. Provide regular financial reporting sufficient to plan, manage and commit funding for Agency IT services, fiscal operations and functions related to the CBTO and MNIT employees.
  - Develop and maintain a continuity of operations plan and procedures that include the Agency's business priorities, timelines and critical information needs. Collaborate with MNIT to develop recovery strategies for the critical telecommunications and technology systems and services needed to support business services. Coordinate and communicate response and recovery activities with MNIT during a continuity incident, emergency or disaster. Work jointly with MNIT on training, testing and exercise activities to determine and improve the effectiveness of continuity plans and procedures.
  - Provide oversight, leadership, and direction for Agency IT investments and services.

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## The Chief Business Technology Officer Roles and Responsibilities

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The CBTO represents MNIT at the Agency, oversees all Agency-based MNIT resources and employees, and reports to MNIT. The CBTO is responsible for maintaining a strong and collaborative partnership with the Agency. The CBTO has the authority and responsibility to:

- Hire and manage MNIT employees in coordination with MNIT Human Resources.
- Represent MNIT in communications with Agency leadership regarding the Agency's needs for IT services to support the Agency's unique business operations and priorities.
- Ensure that the Agency is made aware of and implements all MNIT IT policies, standards, guidelines, direction, strategies, procedures and decisions. Where the Agency does not implement the aforementioned, the CBTO will inform the Agency where and how the Agency is assuming risk. The CBTO will work with the Agency to identify and avoid risks that the Agency cannot assume because they would impair other agencies, boards, or councils.
- Report directly to, and be held accountable by MNIT for IT operational direction including, but not limited to, IT-related planning activities, purchasing, security, policy implementation and management of MNIT employees.
- Maintain regular dialog with the Agency's senior leadership to ensure that the SLA performance expectations reflect the current Agency needs and that the Agency is receiving the services it needs.
- Manage within the Agency-approved IT Budget, including determining service delivery strategies in consultation with the Agency. Work with Agency to ensure shared understanding of MNIT financial accounting and IT management and purchasing for the Agency. Provide regular financial reporting sufficient for the Agency to plan, manage, and commit funding for IT services and other IT operations.

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## Data Handling Roles and Responsibilities

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- The Agency's electronic data that is housed on MNIT-managed technology belongs to the Agency and is subject to the Agency's direction and control. MNIT is the custodian of the Agency's electronic data. The State Chief Information Officer is not the responsible authority under Minnesota Statutes, Chapter 13 (the Data Practices Act) for the Agency's data that resides on MNIT managed technology equipment. Agencies will work collaboratively with MNIT to ensure that MNIT has the appropriate resources to adhere to all policies and requirements provided by the Agency in order to protect the Agency's data.

- Should MNIT receive a data request for the Agency's data, MNIT will not produce the requested data. However, MNIT will assist in retrieving the data housed on MNIT-managed technology if requested by the Agency to do so.
- Should an Agency receive a request for MNIT data, the Agency will not produce the requested data.
- Should a request include Agency data and MNIT data, MNIT and the Agency will work together to appropriately respond to the request.
- Minnesota Statutes, Chapter 16E, requires the Agency to share data, including not public Agency data, with MNIT as necessary for MNIT to provide IT services and equipment to the Agency. Sharing data as required by Chapter 16E, and in the manner prescribed in the Data Practices Act, does not affect the classification of any not public data shared with MNIT and is not intended to waive any privileges afforded to not public data under applicable law.
- In accordance with the Data Practices Act, MNIT will only access and use not public agency data that it is the custodian of in relation to a work assignment or project on behalf of the Agency.
- Should MNIT or the Agency become aware of a known or suspected security incident or potential breach of an Agency's electronic data, each will promptly notify the other. MNIT will work to identify the deficiency that led to the breach and to correct, mitigate and remediate the deficiency, which may require additional Agency resources. The Agency will be responsible for complying with the notice and regulatory requirements under the Data Practices Act and other applicable state and federal laws, rules, and regulations for any breaches of Agency data.
- This SLA is not meant to supersede, waive, or violate data handling roles and responsibilities set forth in state law, federal law, or any applicable data sharing and/or business associate agreement between MNIT and Agency.

## Budget Scope

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Enterprise rate-based services and services provided by the CBTO will be billed directly to the Agency. The CBTO will work with the Agency's Chief Financial Officer (CFO) and other appropriate finance staff as designated by the CFO to develop budget for local services, and to ensure that all IT expenditures are accounted for, such as staffing, hardware, software, supplies, training, and administrative costs. Staffing costs include legal and settlement costs for MNIT employees assigned to the Agency. All IT budget expenditures must be approved by the CBTO or delegate.

MNIT and the Agency will collaborate to determine appropriate accounting processes to support the Agency's payment of all MNIT bills. MNIT and the Agency will cooperatively plan and communicate regarding IT expenditures and billing.

## Acceptance

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In the IT Consolidation Act, the Minnesota Legislature required the Chief Information Officer to enter into a Service Level Agreement governing the provision of IT systems and services, assets, and personnel with each state agency. STATE GOVERNMENT, INNOVATIONS AND VETERANS OMNIBUS BILL, 2011 Minn. Session Law Serv. 1st Special Session, Ch. 10, Art. 4 (S.F. 12).

For the departments, agencies, offices, councils, boards, commissions and other entities in the executive branch of Minnesota State government that are subject to IT Consolidation, the use of MNIT is required by the State Legislature. MNIT recognizes that providing IT services is most successfully done in close partnership with the Agency. MNIT and the Agency representative will memorialize their formal partnership by adding their signatures to this document.

## Dispute Management

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The parties agree to cooperate with each other in the performance of the duties and responsibilities under this SLA. Each party to this SLA will make every effort to avoid disputes by clearly documenting communication and engaging the applicable chain of command as necessary. If the parties are unable to reach an agreement with respect to any dispute related to the services, terms, and provisions of this SLA, the Agency's Commissioner/CEO/Executive Director and MNIT's Commissioner will meet to determine further action. If no agreement can be reached, the Agency and MNIT will participate in conflict resolution proceedings managed by the Bureau of Mediation Services.

## Liability

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Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the acts or omissions, including lack of funding, of that party or its agents, employees or representatives acting within the scope of their duties. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have, nor shall anything herein be construed to create a basis for any claim or suit when none would otherwise exist. This provision shall survive the termination of this SLA.

## Additional Provisions

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The terms of this SLA are not intended to supersede or violate any applicable bargaining unit contracts, state laws, or federal laws. If any provision of this SLA is determined to be unenforceable, then such

provision will be modified to reflect the parties' intention. All remaining provisions of this SLA shall remain in full force and effect.

## **Law to Govern**

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This SLA shall be interpreted and enforced in accordance with the laws of the State of Minnesota. Any legal proceedings arising out of this SLA, or breach thereof, shall be adjudicated in the state courts of Minnesota, and venued in Ramsey County, Minnesota.

## **Assignment**

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Neither MNIT nor the Agency shall assign or transfer any rights or obligations under this SLA without the prior written consent of the other party. This provision must not be construed to limit MNIT's ability to use third party contractors or products to meet its obligations under this SLA.



## Service Agreement – Projects and Services

Template version 8/31/2018 v2.

This section provides information related to the various projects and services provided to agencies. Further information on each project or service is available through the agency-based CBTO or their designee.

### Projects

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Definitions:

- **Project:** a temporary endeavor undertaken to create a unique product, service or result. It has a start date, specific goals and conditions, defined responsibilities, a budget, a plan, and end date. Examples include, but are not limited to, developing a new product or service, developing or acquiring a new or modified information system, upgrades, and releases.
- **IT Project:** an effort to acquire or produce information and telecommunications technology systems and services.
- **Total expected project cost:** direct staff costs, all supplemental contract staff and vendor costs, and costs of hardware and software development or purchase.

Projects can have multiple funding sources including:

- A specific legislative appropriation called a Biennial IT (BIT) project.
- A 2001 fund allocation known as an Odyssey Fund project.
- An internal agency budget allocation known as an Agency Funded project.

Each of these project types is documented in the MNIT Enterprise Project Management Office (ePMO) project and program management system. Projects documented in this fashion are incorporated by reference in this SLA. Documentation on each project is available through the agency-based CBTO or their designee.

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## Services

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There are five types of services available:

1. Enterprise Services
2. Shared Services
3. Center of Excellence Services
4. Local Services
5. Enterprise Security Services

**Enterprise Services** are standard services that all executive branch agencies are required to utilize to ensure consistency and business interoperability within government. Examples include: email and calendaring, phones, networks, servers, desktop/laptop computers and related support services. These services have biennial enterprise rates approved by Minnesota Management and Budget (MMB) and are uniform across all agencies.

**Shared Services** are standard services that executive branch agencies may utilize to support their business operations. Alternatively, this type of service may also be provided on a single agency basis by Minnesota IT Services (MNIT) staff partnering with agencies. An example is Geospatial services. This service has biennial enterprise rates approved by MMB and are uniform across all agencies that utilize the shared service.

**Center of Excellence Services** are services that executive branch agencies may utilize to support their business operations. Typically these services are provided to multiple agencies by MNIT staff located at a single agency office. Examples include: FileNet Document Management, and Identity and Access Management (IAM) services are provided by MNIT staff located at the MNIT/DHS office, and are used by a number of other agencies. These services have rates set by the service provider and approved by MMB and are uniform across all agencies that utilize the service.

**Local Services** are services that are provided by MNIT staff located at an agency office, and are provided to serve business operations only at that agency. Examples include: Application Support and Development, Application Management, Application Operations, Project Management Office functions including Project Management, Business Analyst and Quality Assurance functions. These services are provided on a 'pass-through' basis for staff salaries and benefits, and any IT purchases not covered by an Enterprise, Shared, or Center of Excellence Service.

**Enterprise Security Services** are provided to all Minnesota IT Services executive branch customers at a core level. These services include: Security Operations, Threat and Vulnerability Management, Access and Identity Management, and Governance, Risk, and Compliance. Within these services, additional protective services are provided.

A detailed description of each service, pricing and delivery terms associated with that service may be found on the [MNIT public website](#).

Services documented in this fashion are incorporated by reference in this SLA.

## Delivered Services

### Enterprise Services Summary

Service Details	Summary Description
Service Name	Desktop Bundle
Included	<ul style="list-style-type: none"><li>• Standard desktop, keyboard and mouse – replaced every 5 years.</li><li>• Workstation management and protection package: firewalls, security patching and encryption</li><li>• Workstation support, including remote desktop and desk side support.</li><li>• Inventory management</li></ul>
NOT included	<ul style="list-style-type: none"><li>• Performance-upgraded desktop</li><li>• Monitor(s)</li><li>• Memory upgrade</li><li>• Headset</li><li>• Cameras (required to use all of the functionality of Skype for Business)</li><li>• Local printer, if applicable for your agency</li><li>• Ergonomic or wireless bundle of keyboard &amp; mouse Programmable keyboard</li><li>• Shorter refresh cycle (see details below)</li></ul>
Delivery Method	<ul style="list-style-type: none"><li>• Fulltime support staff for both online and desk side support</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• 24x7x365 with following hours of support:</li><li>• M-F: 7 a.m.-5 p.m.</li></ul>

Service Details	Summary Description
Service Name	Enterprise Software Bundle
Included	<p data-bbox="488 449 716 483"><u>Enterprise License:</u></p> <ul data-bbox="537 506 1463 632" style="list-style-type: none"> <li data-bbox="537 506 1463 539">• Microsoft Office 365: Word, Excel, PowerPoint, Outlook, OneNote, Access</li> <li data-bbox="537 548 805 581">• Skype for Business</li> <li data-bbox="537 590 740 623">• Web filtering</li> </ul> <p data-bbox="488 659 656 693"><u>Kiosk License:</u></p> <ul data-bbox="537 726 1127 760" style="list-style-type: none"> <li data-bbox="537 726 1127 760">• Microsoft Office 365, Kiosk User Office Online</li> </ul> <p data-bbox="488 795 980 829"><u>Enterprise and Kiosk License also include:</u></p> <ul data-bbox="537 863 1062 1062" style="list-style-type: none"> <li data-bbox="537 863 886 896">• SharePoint access license</li> <li data-bbox="537 905 911 938">• Security awareness training</li> <li data-bbox="537 947 902 980">• Access oversight and audit</li> <li data-bbox="537 989 1062 1022">• Physical access to data centers and data</li> <li data-bbox="537 1031 964 1062">• Data access security monitoring</li> </ul>
NOT included	<ul data-bbox="488 1127 948 1161" style="list-style-type: none"> <li data-bbox="488 1127 948 1161">• Agency-specific software packages</li> </ul>
Delivery Method	<ul data-bbox="488 1222 1240 1255" style="list-style-type: none"> <li data-bbox="488 1222 1240 1255">• Fulltime support staff for both online and deskside support.</li> </ul>
Hours of Operation	<ul data-bbox="488 1316 1463 1434" style="list-style-type: none"> <li data-bbox="488 1316 1463 1392">• Access to Foundational Services (Email, SharePoint and Skype) 24x7x365 from Microsoft</li> <li data-bbox="488 1400 1341 1434">• Following hours of Minnesota IT Services support. M-F, 7 a.m.5 p.m.</li> </ul>

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Service Details	Summary Description
Service Name	Hosting Services
Included	<ul style="list-style-type: none"><li>• Data Center Services and Support, physical and virtual server management and support</li></ul>
NOT included	<ul style="list-style-type: none"><li>• Customer application support</li></ul>
Delivery Method	<ul style="list-style-type: none"><li>• Fulltime Support staff and provided server equipment and infrastructure both on premise and in the cloud</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• 24x7x365 expected infrastructure up time</li><li>• M-F; 6 a.m.-6 p.m. on premise support staff</li><li>• On-call off hours and all day Saturday and Sunday</li></ul>

Service Details	Summary Description
Service Name	Local Area Network (LAN)
Included	<ul style="list-style-type: none"><li>• Wired and wireless IP network connections within a location or campus</li></ul>
NOT included	<ul style="list-style-type: none"><li>• Wide area network (WAN) connections</li></ul>
Delivery Method	<ul style="list-style-type: none"><li>• Minnesota IT Services owned and managed LAN devices</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• 24x7</li></ul>

Service Details	Summary Description
Service Name	Laptop Bundle
Included	<ul style="list-style-type: none"><li>• Standard laptop, replaced every 4 years</li><li>• Docking station, keyboard and mouse (replaced with laptop if necessary, monitor not included)</li><li>• Workstation management and protection package: firewalls, security patching and encryption</li><li>• Workstation support, including remote desktop and deskside support.</li><li>• Inventory management</li></ul>
NOT included	<ul style="list-style-type: none"><li>• Performance-upgraded laptop</li><li>• Monitor(s)</li><li>• Memory upgrade</li><li>• Headset</li><li>• Cameras (required to use all of the functionality of Skype for Business)</li><li>• Local printer, if applicable for your agency</li><li>• Ergonomic or wireless bundle for keyboard and mouse</li><li>• Programmable keyboard</li><li>• Shorter refresh cycle (see details below)</li></ul>
Delivery Method	<ul style="list-style-type: none"><li>• Fulltime staff for both remote and deskside support</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• 24x7x365 with following hours of support:</li><li>• M-F; 7 a.m.-5 p.m.</li></ul>

Service Details	Summary Description
Service Name	Mainframe Service
Included	<ul style="list-style-type: none"> <li>Batch, Workload Scheduling, Mainframe Processing, Databases on the Mainframe, Mainframe DR services, replicated storage</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>Other Hosting services like Server and Hosting, Databases like SQL and Oracle, customer application support</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>Fulltime support staff and provided mainframe equipment and infrastructure</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>M-F; 7 a.m.-5 p.m. On premise staff support, on-call during off hours and weekends</li> <li>24x7x365 expected infrastructure up time, 6 a.m.-6 p.m, M-F</li> <li>24x7x365 on site Batch Scheduling and Operations.</li> </ul>

Service Details	Summary Description
Service Name	Middleware
Included	<ul style="list-style-type: none"> <li>Middleware software and support</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>Customer application support</li> <li>Database charges for MQ messaging</li> <li>Dedicated host charges</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>Fulltime support staff with access to the MNIT on premise and external cloud environments</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>Production: availability 7x24</li> <li>On-call off hours and weekends</li> <li>Non-production: M-F; 7 a.m.-5 p.m.</li> </ul>

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Service Details	Summary Description
Service Name	Mobile Device Management
Included	<ul style="list-style-type: none"><li>• Help with device enrollment</li><li>• Working with agency partners to establish security standards, feature restrictions and application testing</li><li>• Monitoring devices for compliance with agency partner rules and operating system requirements</li><li>• Management of lost devices (wipe)</li><li>• Establishing retirement parameters</li><li>• Troubleshooting instructions and remote diagnostics</li></ul>
NOT included	<ul style="list-style-type: none"><li>• Device procurement.</li><li>• Initial setup is provided by agency partner or local MNIT Services Staff</li><li>• End user training</li><li>• Forced operating system updates.</li><li>• Cell carrier management</li><li>• Support for accessories</li></ul>
Delivery Method	<ul style="list-style-type: none"><li>• Level 1 – Service Desk</li><li>• Back office – Supported by MDM team.</li><li>• Additional service provided by @agency MNIT personnel if needed.</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• M-F; 7 a.m.-5 p.m.</li></ul>



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Service Details	Summary Description
Service Name	Telephone
Included	<ul style="list-style-type: none"><li>• Telephone service using state IP services or contracted traditional services</li></ul>
NOT included	<ul style="list-style-type: none"><li>• Cellular Phones</li></ul>
Delivery Method	<ul style="list-style-type: none"><li>• Dial tone to telephone handset</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• 24 x 7</li></ul>

Service Details	Summary Description
Service Name	WAN
Included	<ul style="list-style-type: none"><li>• IP Network Connection</li></ul>
NOT included	<ul style="list-style-type: none"><li>• Applications running on the network</li></ul>
Delivery Method	<ul style="list-style-type: none"><li>• Managed circuits and WAN devices</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• 24 x 7</li></ul>

Service Details	Summary Description
Service Name	Web Management
Included	<ul style="list-style-type: none"><li>• SDL Web (Tridion), Drupal Shared Hosting, and Search</li><li>• Website development, design, hosting, search, and support</li></ul>
NOT included	<ul style="list-style-type: none"><li>• Customer application support</li><li>• Optional: Quality Assurance website tool and Web Analytics</li></ul>
Delivery Method	<ul style="list-style-type: none"><li>• Fulltime support staff with access to MNIT on-premise and external cloud environments</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• Production availability 7x24x365</li></ul>

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**Local Services Summary**

Service Details	Summary Description
Service Name	<a href="#">Application Support</a>
Included	Bug fixes, small enhancements, testing, release of custom applications
NOT included	New application design and development
Delivery Method	Job duties of a full-time local FTE
Hours of Operation	Normal business hours

Service Details	Summary Description
Service Name	<a href="#">Application Testing</a>
Included	Testing of applications
NOT included	New application development
Delivery Method	Job duties of a full time local FTE
Hours of Operation	Normal business hours

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Service Details	Summary Description
Service Name	<a href="#">Application Development (Limited)</a>
Included	Application design, development, testing, release
NOT included	3rd party application debugging, enhancements
Delivery Method	Job duties of a full-time local FTE
Hours of Operation	Normal business hours

Service Details	Summary Description
Service Name	<a href="#">Database Support</a>
Included	Database management Creating, updating and deleting tables, fields and data elements
NOT included	Application development Database architecture
Delivery Method	Job duties of a full time local FTE
Hours of Operation	Normal business hours

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Service Details	Summary Description
Service Name	<a href="#">Contracting Management</a>
Included	Initiation, management, renewals, termination of contracts.
NOT included	Non I.T. contracts MNIT Enterprise contracts
Delivery Method	Job duties of a full-time local FTE
Hours of Operation	Normal business hours

Service Details	Summary Description
Service Name	<a href="#">IT Purchasing</a>
Included	I.T. Commodities I.T. Contracts
NOT included	Non-I.T. commodities Non-I.T. contracts
Delivery Method	Job duties of a full-time local FTE
Hours of Operation	Normal business hours

**Enterprise Security Services Summary**

<b>Service Details</b>	<b>Summary Description</b>
Service Name	Enterprise Vulnerability Management
Included	<ul style="list-style-type: none"><li>• Internal Vulnerability Scanning of desktops, servers, network devices and other supported devices</li><li>• External scanning of internal facing devices</li><li>• Communication of prioritized vulnerabilities</li><li>• Oversight of remediation efforts on vulnerabilities</li><li>• Configuration compliance scanning (emerging capability)</li><li>• Web application security scanning</li><li>• Veracode administration for teams using Veracode</li><li>• Penetration and Red Team Services (emerging capability)</li></ul>
NOT included	<ul style="list-style-type: none"><li>• Devices not connected to MNIT managed networks</li><li>• Devices not supported by TVMU tools</li></ul>
Delivery Method	<ul style="list-style-type: none"><li>• Fulltime support Staff</li><li>• Automated scanning</li><li>• MNIT Mall: Threat and Vulnerability Management</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• M-F; 7 a.m.-5 p.m.</li><li>• Emergency after hours support: MNIT Service Desk</li></ul>

Service Details	Summary Description
Service Name	Security Operations Center
Included	<ul style="list-style-type: none"><li>• Security Incident Response</li><li>• Threat Research and SOC Daily Brief</li><li>• Spam/Phishing Investigation</li><li>• Security Operations Coordination</li><li>• Security Monitoring</li><li>• Enterprise Intrusion Detection and Prevention</li><li>• Enterprise Web Content Filtering</li><li>• Enterprise Endpoint Protection</li></ul>
NOT included	<ul style="list-style-type: none"><li>• Full service provided to MN executive branch and partner entities with core detection/alerting to other MNET customers</li><li>• Monitoring is limited to network activity only for external MNET entities that do not participate in the Intrusion Detection and Prevention Service</li></ul>
Delivery Method	<ul style="list-style-type: none"><li>• Fulltime support staff</li><li>• Email: <a href="mailto:soc@state.mn.us">soc@state.mn.us</a></li><li>• Phone: 651.201.1281</li><li>• MNIT Mall: Report a Security Event</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• Daily 6 a.m. – 6 p.m.</li><li>• Emergency after hours support: MNIT Service Desk 24x7</li></ul>

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Service Details	Summary Description
Service Name	Digital Forensics
Included	<ul style="list-style-type: none"><li>• Data Preservation</li><li>• Data Recovery</li><li>• Security Incident Investigations</li><li>• eDiscovery</li></ul>
NOT included	<ul style="list-style-type: none"><li>• Devices not owned by executive branch agencies</li></ul>
Delivery Method	<ul style="list-style-type: none"><li>• Fulltime support staff</li><li>• MNIT Mail: Use the Agency Data &amp; Legal Hold Request Form</li><li>• SOC Phone: 651-201-1281</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• M-F: 6 a.m. – 2:30 p.m.</li><li>• Emergency service daily 6 a.m. – 6 p.m. through the Security Operations Center</li><li>• Emergency after hours support: MNIT Service Desk 24x7</li></ul>



Service Details	Summary Description
Service Name	Enterprise Privileged Account Management Service
Included	<ul style="list-style-type: none"> <li>• User license</li> <li>• Centralized, secure storage</li> <li>• Automatic password rotation</li> <li>• Automated Workflows</li> <li>• Security Awareness Training</li> <li>• Access oversight and audit</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• A self-service portal for password reset</li> <li>• Storage of personal passwords</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime Support staff</li> <li>• MNIT Mall: Privileged Account Access</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• M-F; 7 a.m.-5 p.m.</li> <li>• Emergency after hours support: MNIT Service Desk</li> </ul>

Service Details	Summary Description
Service Name	Enterprise Digital Certificate and Encryption Key Management (PKI)
Included	<ul style="list-style-type: none"> <li>• Management of external digital certificates</li> <li>• Management of internal digital certificates</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Management of encryption keys</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime Support staff</li> <li>• MNIT Mall: Security Certificates</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• M-F; 7 a.m.-5 p.m.</li> <li>• Emergency after hours support: MNIT Service Desk</li> </ul>

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Service Details	Summary Description
Service Name	Enterprise Governance, Risk, and Compliance
Included	<ul style="list-style-type: none"><li>• IT Audit Coordination across agencies (ie: IRS, FBI, SSA, PCI, etc)</li><li>• Securing the Human (Annual Security Awareness Training)</li><li>• CJIS training coordination</li><li>• Security ScoreCard Metrics process ownership</li><li>• Anti-phishing training coordination</li><li>• Statewide Security Policy and Standards (creation, publishing, curation)</li><li>• Security finding management (audit findings, exceptions)</li><li>• Archer management and administration</li><li>• Risk assessment process ownership</li></ul>
NOT included	
Delivery Method	<ul style="list-style-type: none"><li>• Fulltime support staff</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• M-F, 8 a.m.-5 p.m. via GRC@state.mn.us</li></ul>

## Revision Date 10/01/2018

### Executive Summary

Service Details	Summary Description
Service Name	Project management
Included	Project charter Project oversight Meeting coordination Resource management Project reporting
NOT included	Business analysis
Delivery Method	Full time FTE
Hours of Operation	Normal business hours

### Service Name: Project Management

#### Description

Project management is over site of approved IT initiatives to add new services or oversee significant changes to current systems that warrant full oversight and management due to complexity and costs.

## **What systems or services are supported?**

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- Approved IT related initiatives that are classified as projects, have resources assigned, and are fully funded.

## **What services are included?**

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- Project management includes an assigned project manager, project planning and oversight, and monthly status reporting.

## **What services are NOT included?**

---

- Business analysis

## **How will the service be delivered?**

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- Assigned IT project manager as authorized by the MNIT@HLB IT Director.

## **What are the hours of operation and how to get support?**

---

- Normal business hours
- Project requests need to be initiated with the MNIT@HLB project manager.

## **What are the business responsibilities?**

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- The business needs to vet and approve all new efforts. Each effort will need business SME's and leadership access as needed.
- Funding for all approved efforts
- Prioritization of HLB efforts

## **Change Management Process/Termination**

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- All changes will be approved by the designated business side application representative and MNIT@HLB IT Director.

## Revision Date 10/01/2018

### Executive Summary

Service Details	Summary Description
Service Name	Application Portfolio Management
Included	Software Development Lifecycle management Security review and monitoring
NOT included	Enhancement request prioritization  Application development  Project management
Delivery Method	Local FTE
Hours of Operation	Normal business hours

## Service Name: Application Portfolio Management

### Description

Application portfolio management is IT oversight and management of identified production applications. This is not related to applications in project status that are managed by a project manager.

### What systems or services are supported?

- Production applications that have application development support
  - ALIMS

- GL Suite
- Laserfiche

## **What services are included?**

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- Software Development Lifecycle (SDLC) is a structured management service for production applications. SDLC includes IT governance, change management processes and scheduling, application security scans, and bug fix oversight.

## **What services are NOT included?**

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- It is the business's responsibility to validate, authorize, and prioritize enhancement requests for development in portfolio applications and work with the portfolio manager for delivery.
- Resources outside of portfolio management

## **How will the service be delivered?**

---

- Assigned Portfolio manager will manage SDLC services as authorized by the MNIT@HLB IT Director.

## **What are the hours of operation and how to get support?**

---

- Normal business hours
- Applications and services that have completed the project phase will automatically be moved into portfolio management.

## **What are the business responsibilities?**

---

- Report issues, bugs, or outages related to applications and services
- Approve and prioritize enhancement requests
- Provide adequate resources and funding to maintain all applications and services.

## **When will regular maintenance be performed?**

---

- Monday through Friday 6:00 PM to 12:00 AM or 4:00 AM to 6:00 AM
- Weekends/holidays 6:00 AM to 12:00 PM

## **Change Management Process/Termination**

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- All changes will be approved by the designated business side application representative and MNIT@HLB IT Director.

## Revision Date 10/01/2018

### Executive Summary

Service Details	Summary Description
Service Name	Application support
Included	Application oversight Database oversight Infrastructure management Troubleshooting Backup
NOT included	Application development Enhancement prioritization Database architecture
Delivery Method	Full time FTE
Hours of Operation	Normal business hours

## Service Name: Application Support

### Description

Technical oversight of portfolio applications, data, databases and associated support tools



## What systems or services are supported?

---

- Production applications that have oversight
  - ALIMs
  - GL Suite

## What services are included?

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- Production support of the product in a team environment with appropriate business and contract staff as needed. Applications that have a data base component will include database oversight.
- Security management and alignment with state requirements

## What services are NOT included?

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- Application development
- User training

## How will the service be delivered?

---

- Full time FTE

## What are the hours of operation and how to get support?

---

- Normal business hours
- Contact local MNIT services

## What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	<p>The hosted website, application, or web service is not operational for all or most users or citizens during scheduled availability</p> <p>A major function of the hosting service is not operational for multiple users during the hours that the service is scheduled for availability</p>	Application host error preventing access to application	3 hours	6 hours
Priority 2 High	A major function of the application or service is not operational and impacting many users	Core application function returns error message and fails to process	4 hours	8 hours
Priority 3 Med	A minor function of the application or service is not operational and impacts a small number of users	Unable to print a report	2 business days	10 business days
Priority 4 Low	A minor function of the application or service is impaired but functioning	Generating a report that should take 5 minutes now takes 15	5 business days	21 business days

## What are the business responsibilities?

- Report issues, bugs, or outages
- Approve and prioritize enhancement requests
- Maintain a contract with vendor for application development or in-house developer position(s)

## **When will regular maintenance be performed?**

---

- Monday through Friday 6:00 PM to 12:00 AM or 4:00 AM to 7:00 AM
- Weekends/holidays 6:00 AM to 12:00 PM

## **Change Management Process/Termination**

---

- All changes will be approved by the designated business side application representative and MNIT@HLB IT Director.

## Service Agreement – Performance Metrics

Revision 9/14/2018 v2.

This section provides information related to the various performance metrics provided to agencies. Further information on each metric is available through the agency based CBTO or their designee.

### Performance Metrics

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There are multiple types of metrics available:

- Security Risk Score (contains NOT PUBLIC security information)
- Enterprise Services

CBTOs may provide other metrics, including those representing locally delivered services as needed.

*The **Security Risk Scorecard*** measures a number of key metrics and security controls for an agency yielding a numeric score on eight separate subject areas:

1. Risk Management
2. Vulnerability and Threat Management
3. Secure System Development
4. Security Configuration Management
5. Access Control
6. Monitoring and Incident Response
7. Disaster Recovery Readiness
8. Security Training and Awareness

**Enterprise Services** have a number of metrics available for partner agencies, including:

#### ***MN.GOV – State Web Site***

1. Number of Monthly Visits
2. Average Daily Visits
3. Number of Unique Monthly Visitors
4. Number of Monthly Visitors Who Visit Once
5. Number of Monthly Visitors Who Visit More Than Once

***Enterprise Applications***

1. Email Activity – number of active users & volume of use
2. SharePoint file related activity – number of active users & volume of use
3. Skype for Business activity – number of active users & volume of use
4. OneDrive for Business – number of active users & file storage volume

***Service Desk & Desktop Support***

1. **Incidents** (when something isn't working) – for prior completed month
  - a. Quantity Total Tickets Opened
  - b. Quantity Total Tickets Resolved
  - c. Quantity Total Tickets Resolved Same Day
  - d. Average aging for remaining open tickets
  - e. Percent of Tickets Resolved
  - f. Average Aging for all open and resolved tickets
2. **Requests (for additional functionality)** – for prior completed month
  - a. Total Tickets Opened
  - b. Total Tickets Resolved
  - c. Total Tickets Resolved Same Day
  - d. Average aging for remaining open tickets
  - e. Percent of Tickets Completed
  - f. Average Aging for all open and resolved tickets

***Hosting and Storage***

1. Server uptime and system availability
2. Storage usage and growth

Under Minnesota Statutes section 16E, the Office of MN.IT Services (dba Minnesota IT Services/MNIT) provides Information Technology services to the Agency. The Agency use of these services constitutes an acceptance of this Service Level Agreement.

## The Office of MN.IT Services

Johanna Clyborne  
State Chief Information Officer and  
Commissioner of the Office of MN.IT Services

Date of Signature

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT BETWEEN THE  
BOARD OF MEDICAL PRACTICE  
AND OFFICE OF THE ATTORNEY GENERAL  
FOR FY 2021**

**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 of Medical Practice ("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 2021 is estimated by the AGO and the Board to be \$635,321.00. This figure is based on projected estimate annual legal services of 1,837 hours by the hourly rate of \$133.00 for attorney services and 4,600 hours at the hourly rate of \$85.00 for legal assistant services. 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 the AGO in FY 2021 exceed \$635,321.00, the AGO reserves the right to bill the Board, and the Board agrees to pay the AGO, for the actual cost of legal services provided in FY2021 in excess of the parties projected estimate of \$635,321.00.
2. Terms of payment: The Board shall pay or transfer to the AGO the sum of \$635,321.00 in quarterly installments of \$158,830.25 each on the first day of each quarter.
3. The 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 service 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 billing report will typically include two (2) complete pay periods. Billing reports may contain (3) complete pay periods in certain months or less than (2) complete pay periods at the beginning and end of the fiscal year. 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 the AGO in this agreement. AGO staff will complete a "Notice for Encumbrances" from 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 David Cullen, Assistant Attorney General – Manager of the Health & Teacher Licensing Division. The Board's authorized agent for purposes of this Agreement is Ruth Martinez.
9. The parties acknowledge that the amount set for 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 the 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: 5-11-20

**OFFICE OF THE ATTORNEY GENERAL**

By: David Cullen  
Title: Manager Health & Teacher Licensing  
Assistant Attorney General  
Date: 5/11/20