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State of Minnesota Interagency Agreement Federal Background Checks

ORI – MN920147Z
SWIFT Contract # 208189

This Agreement is between the Minnesota Department of Public Safety, acting on behalf of the Bureau of Criminal Apprehension (“BCA”), and the Minnesota Board of Nursing (“Agency”).

Recitals

- 1 The BCA is the State Identification Bureau for the State of Minnesota and is responsible for fingerprint identification services including submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation (“FBI”) subsequent to conducting Minnesota records checks.
- 2 The Agency has a state statute, Minnesota Statutes, § 214.075, that has been approved by the United States Attorney General as compliant with Public Law 92-544.
- 3 The Agency wants to access federal data in support of its duties to conduct background checks as provided by law.
- 4 The purpose of this Interagency Agreement is to memorialize the requirements for Agency to obtain access and the limitations that apply to the information that Agency obtains.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** February 23, 2022, or the date the BCA obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** February 22, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Agreement

- 2.1 **Request Submission.** Agency agrees that it will collect fingerprints from those individuals for whom a Minnesota and federal fingerprint-based background check will be conducted. Agency will forward the fingerprints and other documentation to the BCA. The fingerprints will be captured so they meet the requirements of National Institute of Standards and Technology Special Publication 500-290. The Agency will ensure that all fields required on the fingerprint card are completed.

Fingerprints received by Agency will be forwarded to the BCA using a secure 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 in Minnesota 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 Agency is not entitled to receive and forward the results to Agency.

- 2.3 **Policies.** The FBI and BCA have laws and policies on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the criminal history results. 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/noncrim/launchpad/index.pl>. 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.

- 2.4 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.
- 2.5 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.
- 2.6 Compliance with Personnel Security Requirements.** Employees of Agency who review results of background checks will be required to take security awareness training and pass a federal, fingerprint-based background check. Any information technology staff who support the work of Agency and who have physical or logical access to criminal history information will also be required to take security awareness training and pass a federal, fingerprint-based background check and may need to sign a security addendum certification. All required training by Agency employees will be completed prior to reviewing or handling background checks.

3 Investigation of Alleged Violations; Sanctions

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

- 3.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and 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.

3.2 Sanctions.

3.2.1 Under this Agreement, Agency must determine if and when an involved Individual User is disciplined due to inappropriate use of data. Agency may decide to suspend or terminate access and the decision must 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 temporarily suspend or eliminate an Individual User's access to data and will notify Agency if an Individual User is affected.

3.2.2 If the BCA determines the Agency has jeopardized the integrity of the information, BCA may temporarily stop providing some or all the information under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 9 does not apply and BCA may terminate this Agreement immediately.

This clause shall survive the expiration or cancellation of this Agreement.

4 Consideration and Payment

Agency will pay the BCA for all services performed under this Agreement. For each background check that is processed by BCA, Agency will pay the fee identified at <https://dps.mn.gov/divisions/bca/Documents/Background-check-fees.pdf>. There is an additional \$10.00 fee if the fingerprints are taken at BCA.

5 Authorized Representatives

BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent
Address: Dept. of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue East
Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

Agency's Authorized Representative is the person below, or her successor:

Name: Kimberly Miller, Executive Director
Address: Minnesota Board of Nursing
1210 Northland Drive, Suite 120
Mendota Heights, MN 55120
Telephone: 612.317.3000
Email Address: Kimberly.Miller@state.mn.us

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 Assignment

Neither BCA nor the Agency shall transfer any rights or obligations under this Agreement.


9 Termination

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

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1 **State Encumbrance Verification**

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

DocuSigned by:

By: 738E0C0C39B04A8

Date: 3/8/2022

Purchase Order Number: 208589-300.772

2 **Agency: Minnesota Board of Nursing**

By: 
(with delegated authority)

Printed Name: Kimberly S. Miller

Title: Executive Director

Date: March 15, 2022

3 **Department of Public Safety; Bureau of Criminal Apprehension**

DocuSigned by:

By: BA9413DA85744EB...
(with delegated authority)

Printed Name: Dana L Gotz

Title: Deputy Superintendent

Date: 3/15/2022