

**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

OFFICE OF THE ATTORNEY GENERAL

By: Ruth Martinez

By: David Cullen

Title: Executive Director

Title: Manager Health & Teacher Licensing
Assistant Attorney General

Date: 5-11-20

Date: 5/11/20