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DATE: October 14, 2022

TO: The Honorable Tina Liebling, Chair, Health Finance and Policy Committee
The Honorable Joe Schomacker, Health Finance and Policy Committee
The Honorable Paul Utke, Chair, Health and Human Services Finance and Policy Committee
The Honorable Melissa Wiklund, Health and Human Services Finance and Policy Committee

FROM: Jill Phillips, Executive Director 

RE: Interagency Agreements and Intra-Agency Transfers

In accordance with Minnesota Laws of 2017, First Special Session, Chapter 4 Article 2 Section 16 and M.S. 15.0395, attached is the specified list of FY22 interagency and intra-agency transfers, and copies of the required agreements.

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

Attachments

cc: Legislative Reference Library
Tracey Sigstad, Department of Administration

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

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

- 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

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

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

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

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.

-
- 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.

The Chief Business Technology Officer Roles and Responsibilities

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.

Data Handling Roles and Responsibilities

- 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

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

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

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

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

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

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

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

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.

Services

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

Service Details	Summary Description
Service Name	Enterprise Software Bundle
Included	<p><u>Enterprise License:</u></p> <ul style="list-style-type: none"> • Microsoft Office 365: Word, Excel, PowerPoint, Outlook, OneNote, Access • Skype for Business • Web filtering <p><u>Kiosk License:</u></p> <ul style="list-style-type: none"> • Microsoft Office 365, Kiosk User Office Online <p><u>Enterprise and Kiosk License also include:</u></p> <ul style="list-style-type: none"> • SharePoint access license • Security awareness training • Access oversight and audit • Physical access to data centers and data • Data access security monitoring
NOT included	<ul style="list-style-type: none"> • Agency-specific software packages
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff for both online and deskside support.
Hours of Operation	<ul style="list-style-type: none"> • Access to Foundational Services (Email, SharePoint and Skype) 24x7x365 from Microsoft • Following hours of Minnesota IT Services support. M-F, 7 a.m.5 p.m.

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

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

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

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

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

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

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

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

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

Local Services Summary

Service Details	Summary Description
Service Name	Application Support
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	Application Testing
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

Service Details	Summary Description
Service Name	Application Development (Limited)
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	Database Support
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

Service Details	Summary Description
Service Name	Contracting Management
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	IT Purchasing
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

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

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

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

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

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

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

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?

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

What services are included?

- 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?

- 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?

- 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

- 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?

- 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?

- 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

- 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?

- 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?

- 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	The hosted website, application, or web service is not operational for all or most users or citizens during scheduled availability A major function of the hosting service is not operational for multiple users during the hours that the service is scheduled for availability	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

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



Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Human Services (DHS), Behavioral Health Division and Minnesota Board of Pharmacy (the PROVIDING AGENCY). (This AGREEMENT refers to the DHS and PROVIDING AGENCY each individually as “an AGENCY,” and collectively as “the AGENCIES.”)

The AGENCIES have authority to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivisions 1 (to jointly exercise common powers) and 10 (to provide services to each other).

THEREFORE, it is agreed:

1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

1.1. Effective Date. The AGREEMENT is effective on **April 1, 2021** or the date that the PROVIDING AGENCY signs with the final signature, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later.

1.2. Expiration Date. The AGREEMENT remains in effect through **September 29, 2022**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES’ satisfaction, whichever occurs first.

1.3. Survival of Terms. The AGENCIES will have a continuing obligation after the expiration of AGREEMENT to comply with the following provisions of AGREEMENT: 7. “Liability,” and 10. “Information Privacy and Security.”

2. DUTIES

2.1. Providing Agency’s Duties:

a. PROVIDING AGENCY must perform duties in accordance with **Attachment A**, Schedule of Tasks and Deliverables, which is attached and incorporated into this AGREEMENT.

b. PROVIDING AGENCY must submit quarterly reports on the progress of the Tasks and Deliverables to the DHS via template provided by the DHS, submitted to the DHS via email on the following schedule:

April – June due by July 15

July – September due by October 15

October –December due by January 15

January – March due by April 15

2.2. DHS’s Duties:



DHS must: provide funding as detailed in **Attachment B**, which is attached and incorporated into this AGREEMENT.

3. CONSIDERATION AND TERMS OF PAYMENT

3.1. Consideration. DHS will provide consideration for all services that PROVIDING AGENCY performs under this AGREEMENT as follows:

3.2. Terms of Payment. DHS must pay PROVIDING AGENCY within 30 days after the PROVIDING AGENCY presents invoices for services it performs. PROVIDING AGENCY shall not invoice DHS for services performed, in accordance with this AGREEMENT, prior to July 1st, 2021 (07/01/21). All PROVIDING AGENCY duties scheduled prior to July 1st, 2021 will be performed at no cost to DHS.

3.3. Total Obligation. The total obligation for all compensation and reimbursements to PROVIDING AGENCY under this AGREEMENT will not exceed **one hundred and seventy thousand dollars (\$170,000)**.

3.4. Federal funds. Payments are to be made from federal funds. If at any time such funds become unavailable, this AGREEMENT shall be terminated immediately upon written notice of such fact by DHS to PROVIDING AGENCY. In the event of such termination, PROVIDING AGENCY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. *Pass-through requirements.* PROVIDING AGENCY acknowledges that, if it is a subrecipient of federal funds under this AGREEMENT, PROVIDING AGENCY may be subject to certain compliance obligations. PROVIDING AGENCY can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#),¹ Exhibit 3 on page II-3. To the degree federal funds are used in this contract, DHS and PROVIDING AGENCY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).²
2. *PROVIDING AGENCY Name:* Minnesota Board of Pharmacy (Must match the name associated with the DUNS number.)
3. *PROVIDING AGENCY's Data Universal Numbering System (DUNS) number:* 010742141 The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match PROVIDING AGENCY's name.

¹ <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

² <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>



4. *Federal Award Identification Number (FAIN):* H79TI083289
5. *Federal Award Date:* 8/27/2020 (The date of the award to the MN Dept. of Human Services.)
6. *Period of Performance:* Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
7. *Amount of federal funds:*
 - A. Total Amount Awarded to DHS for this project: 22,460,928
 - B. Total Amount Awarded by DHS for this project to *PROVIDING AGENCY* named above: \$170,000
8. *Federal Award Project description:* Minnesota 2020 State Opioid Response (SOR)
9. *Name:*
 - A. Federal Awarding Agency: Department of Health and Human Services/Substance Abuse and Mental Health Services Administration (SAMHSA)
 - B. MN Dept. of Human Services (DHS)
 - C. Contact information of DHS's awarding official: boyd.brown@state.mn.us
10. *CFDA Number & Name:* Payments are to be made from federal funds obtained by DHS through Catalog of Federal Domestic Assistance (CFDA) No. 93.788
11. Is this federal award related to research and development?: Yes No
12. Indirect Cost Rate for this federal award is: ten percent (10%) (including if the *de minimis* rate is charged.)
13. Closeout terms and conditions for this federal award:
Within 90 days of the end of the project period you must:

Reconcile financial expenditures associated with the award
Liquidate all obligations incurred under the award
Submit to the Department of Health and Human Services (HHS) Payment Management System (PMS) the final quarterly Federal Cash Transactions Report (FCTR)
Submit into eRA Commons the Final Financial Report (FFR, SF-425) (PDF | 1.2 MB)
Submit to eRA Commons the final progress report or other reports required by the terms and conditions of the award
Submit to eRA Commons a Tangible Personal Property Report (SF-428) (TPPR) to account for any property acquired with federal funds
Return any funds due to PMS as a result of refunds, corrections, or audits

4. CONDITIONS OF PAYMENT. PROVIDING AGENCY will perform all services pursuant to this agreement to the satisfaction of the DHS, according to the sole discretion of DHS's authorized representative.

5. AUTHORIZED REPRESENTATIVES.

5.1. DHS. DHS's Authorized Representative for the purposes of administration of this AGREEMENT is **April Beachem** or successor. Phone and email: **651-431-6095, april.beachem@state.mn.us.** This



representative has final authority for accepting PROVIDING AGENCY's services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2.

5.2. Providing Agency. PROVIDING AGENCY's Authorized Representative is **Barbara Carter** or successor. Phone and email: **651-201-2833, barbara.a.carter@state.mn.us** PROVIDING AGENCY will immediately notify DHS if PROVIDING AGENCY's Authorized Representative changes at any time during this AGREEMENT.

5.3. Information Privacy and Security. (If applicable) PROVIDING AGENCY's responsible authority is **Cody Wiberg, Executive Director** or successor for complying with data privacy and security for this AGREEMENT. Phone and email: **651-201-2830, cody.wiberg@state.mn.us**.

6. AMENDMENTS. The AGENCIES must execute any amendments to this agreement in writing.

7. LIABILITY. Each AGENCY is responsible for its own acts to the extent the law authorizes and is not responsible for the other AGENCY's acts. The Minnesota Tort Claims Act, Minnesota Statutes, section 3.736 and other applicable law, govern both AGENCIES' individual and several liability.

8. CANCELLATION. Either AGENCY may cancel the AGREEMENT at any time, with or without cause, upon thirty (30) days written notice to the other AGENCY. If either AGENCY cancels the AGREEMENT, the PROVIDING AGENCY will receive payment, determined on a pro rata basis, for work or services satisfactorily performed.

9. ASSIGNMENT. Neither AGENCY may assign or transfer any rights or obligations under this agreement without the prior written consent of the other AGENCY.

10. INFORMATION PRIVACY AND SECURITY.

10.1. It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to PROVIDING AGENCY under this AGREEMENT. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.

10.2. It is expressly agreed that PROVIDING AGENCY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. § 160 or 164. Accordingly, PROVIDING AGENCY is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this AGREEMENT. Therefore, PROVIDING AGENCY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this AGREEMENT. If PROVIDING AGENCY has responsibilities to comply with the Data



Practices Act or HIPAA for reasons other than this AGREEMENT, PROVIDING AGENCY will be responsible for its own compliance.

10.3. Notwithstanding paragraph A and B, in its capacity as PROVIDING AGENCY under this AGREEMENT, PROVIDING AGENCY must comply with the provisions of the Data Practices Act under Minn. Stat., ch. 13. Any data created, collected, received, stored, used, maintained or disseminated by PROVIDING AGENCY in performing its duties under this AGREEMENT is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the PROVIDING AGENCY or DHS.

10.4. In its capacity as PROVIDING AGENCY under this AGREEMENT, PROVIDING AGENCY is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by PROVIDING AGENCY in performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.

10.5. If the PROVIDING AGENCY receives a request to release data created, collected, received, stored, used, maintained or disseminated by PROVIDING AGENCY in performing its duties under this AGREEMENT, PROVIDING AGENCY must immediately notify and consult with the DHS’s Authorized Representative as to how the PROVIDING AGENCY should respond to the request.

10.6. PROVIDING AGENCY’s must comply with Minn. Stat. § 13.05, subd. 5, and establish appropriate security safeguards for all records containing data on individuals.

10.7. PROVIDING AGENCY must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by PROVIDING AGENCY in performing its duties under this AGREEMENT.

11. OTHER PROVISIONS. NONE

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Signature Page Follows



By signing below, the parties agree to the terms and conditions contained in this AGREEMENT.

APPROVED:

1. DHS ENCUMBRANCE VERIFICATION

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

DocuSigned by:
By: Loni DeMonico
AD5E6351992646A...
Date: 3/22/2021

SWIFT Contract No: 190735

SWIFT PO #: 3-82821 SFY22

2. PROVIDING AGENCY – MN Board of Pharmacy

DocuSigned by:
By: Cody C. Wiberg
2E6D8B93DACB415...
Title: Executive Director
Date: 3/24/2021

3. DHS

DocuSigned by:
By: Paul Fleissner
57AC797EA686463...
With delegated authority
Title: Behavioral Health Director
Date: 3/24/2021



Distribution:

DHS – Original (fully executed) contract

Providing Agency

Contracting & Legal Compliance, Contracts Unit- #0238

Attachment A – Schedule of Tasks and Deliverables

Agreed Upon Goals	Objective (What are the measureable step(s) you must take to achieve the goal?)	Description of Tasks (What are the activities you must complete to achieve the objective?)	Role Responsible (Who will perform activities?)	Timeframe for Completion
Increase use of the Prescription Monitoring Program (PMP) database by prescribers of controlled substances, within the limitations of Minnesota Statutes, Section 152.126	Contract with the current MN-IT contracted vendor for MN PMP AWARxE system, to provide integrated access via electronic health records systems to the MN PMP data using the Appriss PMP Gateway.	1. Collaborate with contract writers at MN-IT to ensure a well planned and executed contract is established with the vendor.	Program Director	Within 150 days of the execution of the interagency agreement with DHS.
		2. Work directly with the Appriss assigned project and marketing staff to develop a marketing strategy that will penetrate a market share of the prescribers eligible to access the MN PMP database	PMP Program Coordinator	Within 30 days of contract execution with Appriss
		3. Provide oversight of the outreach and marketing campaign,	PMP Program Coordinator and Program Director	During the duration of the contract with Appriss
		4. Evaluate the outreach and marketing plan by developing specific measures to ensure effectiveness of effort. Analyze results and make changes based on data.	PMP Program Coordinator and Program Director	Starting at 30 days from contract execution with Appriss and continue throughout grant period.

ATTACHMENT		
BUDGET SUMMARY YEAR 1		BUDGET SUMMA
04/01/21 - 06/30/21 (3 months)		07/01/21 - 06/30/22
CATEGORY	TOTAL BUDGET Year 1	CATEGORY
Salaries	\$0.00	Salaries
Fringe Benefits	\$0.00	Fringe Benefits
Contracted Services	\$0.00	Contracted Services
Space Cost (Incl utilities)	\$0.00	Space Cost (Incl utilities)
Equipment	\$0.00	Equipment
Bonds & Insurance	\$0.00	Bonds & Insurance
Copying	\$0.00	Copying
Data Processing	\$0.00	Data Processing
Communications	\$0.00	Communications
Instate Travel	\$0.00	Instate Travel
Out-of-State Travel	\$0.00	Out-of-State Travel
Program Costs	\$0.00	Program Costs
Naloxone	\$0.00	Naloxone
Syringes	\$0.00	Syringes
Evaluation	\$0.00	Evaluation
Audit	\$0.00	Audit
Staff Development	\$0.00	Staff Development
Child Care - Day Care	\$0.00	Child Care - Day Care
Client Transportation	\$0.00	Client Transportation
Client Housing Costs	\$0.00	Client Housing Costs
Client Incentives	\$0.00	Client Incentives
Client Emergency Funds	\$0.00	Client Emergency Funds
Total Direct Costs	\$0.00	Total Direct Costs
Indirect Cost	\$0.00	Indirect Cost
TOTAL REQUEST Year 1	\$0.00	TOTAL REQUEST Year 2

B: BUDGET SUMMARY AND JUSTIFICATION

RY YEAR 2	BUDGET SUMMARY YEAR 3		PROJECT TOTAL
! (12 months)	07/01/22 - 09/29/22 (3 months)		
TOTAL BUDGET Year 2	CATEGORY	TOTAL BUDGET Year 3	
\$0.00	Salaries	\$0.00	
\$0.00	Fringe Benefits	\$0.00	
\$170,000.00	Contracted Services	\$0.00	
\$0.00	Space Cost (Incl utilities)	\$0.00	
\$0.00	Equipment	\$0.00	
\$0.00	Bonds & Insurance	\$0.00	
\$0.00	Copying	\$0.00	
\$0.00	Data Processing	\$0.00	
\$0.00	Communications	\$0.00	
\$0.00	Instate Travel	\$0.00	
\$0.00	Out-of-State Travel	\$0.00	
\$0.00	Program Costs	\$0.00	
\$0.00	Naloxon	\$0.00	
\$0.00	Syringes	\$0.00	
\$0.00	Evaluation	\$0.00	
\$0.00	Audit	\$0.00	
\$0.00	Staff Development	\$0.00	
\$0.00	Child Care - Day Care	\$0.00	
\$0.00	Client Transportation	\$0.00	
\$0.00	Client Housing Costs	\$0.00	
\$0.00	Client Incentives	\$0.00	
\$0.00	Client Emergency Funds	\$0.00	
\$170,000.00	Total Direct Costs	\$0.00	
\$0.00	Indirect Cost	\$0.00	
\$170,000.00	TOTAL REQUEST Year 2	\$0.00	\$ 170,000.00

ATTACHMENT B: BUDGET SUMMARY AND JUSTIFICATION**BUDGET JUSTIFICATION Year 1: 04/01/21 - 06/30/21 (3 months)**

CATEGORY	JUSTIFICATION NARRATIVE	Amount
Salaries		\$0.00
Fringe Benefits		\$0.00
Contracted Services		\$0.00
Space Cost (Incl utilities)		\$0.00
Equipment		\$0.00
Bonds & Insurance		\$0.00
Copying		\$0.00
Data Processing		\$0.00
Communications		\$0.00
Instate Travel		\$0.00
Out-of-State Travel		\$0.00
Program Costs		\$0.00
Naloxone		\$0.00
Syringes		\$0.00
Evaluation		\$0.00
Audit		\$0.00
Staff Development		\$0.00
Child Care - Day Care		\$0.00
Client Transportation		\$0.00
Client Housing Costs		\$0.00
Client Incentives		\$0.00
Client Emergency Funds		\$0.00
Total Direct Costs		\$0.00
Indirect Cost (See note above, attach indirect cost detail)		\$0.00
TOTAL REQUEST SFY 21		\$0.00

ATTACHMENT B: BUDGET SUMMARY AND JUSTIFICATION FORM

BUDGET JUSTIFICATION Year 2: 07/01/21 - 06/30/22 (12 months)		
CATEGORY	JUSTIFICATION NARRATIVE	Year 2
Salaries		\$0.00
Fringe Benefits		
Contracted Services	Contracted services, via 12 month subscription, to the PMP Gateway integration solution for healthcare entities within the State of MN.	\$170,000.00
Space Cost (Incl utilities)		\$0.00
Equipment		\$0.00
Bonds & Insurance		\$0.00
Copying		\$0.00
Data Processing		\$0.00
Communications		\$0.00
Instate Travel		\$0.00
Out-of-State Travel		\$0.00
Program Costs		\$0.00
Naloxone		\$0.00
Syringes		\$0.00
Evaluation		\$0.00
Audit		\$0.00
Staff Development		\$0.00
Child Care - Day Care		\$0.00
Client Transportation		\$0.00
Client Housing Costs		\$0.00
Client Incentives		\$0.00
Client Emergency Funds		\$0.00
Total Direct Costs		\$170,000.00
Indirect Cost (See note above, attach indirect cost detail)		\$0.00
TOTAL REQUEST Year 2		\$170,000.00

ATTACHMENT B: BUDGET SUMMARY AND JUSTIFICATION FORM

BUDGET JUSTIFICATION Year 3: 07/01/22 - 09/29/22 (3 months)		
CATEGORY	JUSTIFICATION NARRATIVE	Year 3
		\$0.00
Salaries		
Fringe Benefits		\$0.00
Contracted Services		\$0.00
Space Cost (Incl utilities)		\$0.00
Equipment		\$0.00
Bonds & Insurance		\$0.00
Copying		\$0.00
Data Processing		\$0.00
Communications		\$0.00
Instate Travel		\$0.00
Out-of-State Travel		\$0.00
Program Costs		\$0.00
Naloxone		\$0.00
Syringes		\$0.00
Evaluation		\$0.00
Audit		\$0.00
Staff Development		\$0.00
Child Care - Day Care		\$0.00
Client Transportation		\$0.00
Client Housing Costs		\$0.00
Client Incentives		\$0.00
Client Emergency Funds		\$0.00
Total Direct Costs		\$0.00
Indirect Cost (See note above, attach indirect cost detail)		\$0.00
TOTAL REQUEST Year 3		\$0.00

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Health (MDH) and The Minnesota Board of Pharmacy (MBOP).

WHEREAS, the MDH and the MBOP are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10; and

WHEREAS, MDH is empowered to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness, disease and injury pursuant to Minnesota Statutes, section 144.05, subdivision 1 (b); and

WHEREAS, pursuant to Minnesota Statutes section 144.074, MDH may receive and accept money from any source, including other agencies, for any public health purpose within the scope of MDH's statutory authority; and

WHEREAS, MDH is receiving federal funds from the National Center for Injury Prevention and Control, one of the Centers of the United States Department of Health and Human Service's Centers for Disease Control and Prevention (CDC); specifically Grant Award (NGA) number 1NU17CE924985-01-00; CFDA number 93.136, to intervene with and prevent the prescription drug overdose (PDO) and heroin overdose death (HOD) epidemic in Minnesota by supporting drug overdose prevention programs in Minnesota; and

WHEREAS, the MDH, under the CDC grant, will (1) support the development and dissemination of a PDO and HOD statewide strategic plan; (2) enhance the analysis of PDO and HOD data; and (3); and disseminate PDO and HOD data analysis; and

WHEREAS, the MBOP maintains and operates the Minnesota Prescription Monitoring Program (PMP), which tracks numbers, types and amounts of prescriptions dispensed, the recipient of the prescription, and the authorized prescriber in a coordinated effort to identify patients who may be at increased risk for misusing controlled substances; and

WHEREAS, the PMP evaluates patient prescription drug usage using factors such as prescription type, length of use, number of prescriptions dispensed or pharmacies used within a specified timeframe as determined by the Board of Pharmacy, in conjunction with the PMP Advisory Task Force, and payment methods; and

WHEREAS the PMP produces controlled substance insight alerts, which is an automated process for prescriber and pharmacy notifications indicating a particular patient may be at risk; and

WHEREAS, MDH, as part of its efforts to develop a statewide model for developing an inclusive strategic plan for PDO and HOD prevention in community settings, needs the technical assistance of the MBOP to (1) evaluate and improve the PMP to assist public health in PDO and HOD efforts; and (2) enhance private health care providers with the ability to integrate access to the PMP database into their electronic health records (EHR) systems and pharmacy operations systems; and

WHEREAS, the MBOP, under this Interagency Agreement, will (1) enhance the functionality of the PMP to include additional types of proactive reporting, with fully automated new account registration and re-

verification and additional data fields displayed in the patient reports; (2) work with professional licensing boards to create a web API (application programming interface) which will allow for more timely response to requests for access to the PMP webportal; and (3) ensure data security and privacy by engaging monitoring processes for use of the PMP by permissible users of the data.

NOW, THEREFORE, it is agreed:

Agreement

1. Term of Agreement

1.1 **Effective date:** April 6, 2020, 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, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

MBOP, during the scope of this agreement, shall:

- 1) Continue to generate additional, more timely (as needed and frequency to be mutually determined) clinical alerts which are similar to “controlled substance insight alerts.”
- 2) The contractor will (a) enhance the PMP platform to allow for auditing and data quality checks; (b) move to the most current version of ASAP (American Society for Automation in Pharmacy) format to collect prescription data; (c) enhance the data view to provide additional information to inform prescribing; and (d) create and integrate a web API to allow for more seamless approval and reverification of credentials for access to the PMP.
- 3) The Contractor will (a) accomplish the improved intrastate and interstate interoperability. Specifically, the enhanced component will be used to work towards integration of access to the PMP database within the electronic health records (EHR) systems and pharmacy operation systems in Minnesota. The Board of Pharmacy will (b) engage EHR and pharmacy stakeholders (MDH and MBOP partners in this process) to work through the data sharing policy parameters along with the technology and healthcare system leaders to help answer process, practice, protection and capacity questions.

3. Consideration and Payment

(a) During the period of April 6, 2020 through August 31, 2022, MDH will reimburse the MBOP as follows:

Federal Grant Year 1: (April 6, 2020 – August 31, 2020), \$365,000

Federal Grant Year 2: (September 1, 2020 – August 31, 2021), \$365,000

Federal Grant Year 3: (September 1, 2021 – August 31, 2022), \$365,000

- \$365,000 annually (as defined above) to be allocated to the following activities:

Activity	Justification	Budget Costs		
		Year 1	Year 2	Year 3
Prepare additional reports	Contracted services with APPRISS Health, the current state contracted vendor for PMP AWAARxE to develop and implement enhanced clinical alerts.		150,000	75,000
Collect prescription data;	Contracted services with APPRISS Health, the current state contracted vendor for PMP AWAARxE to move to most current version of ASAP data collection format.			75,000
Enhance the PMP application including the data view to provide additional information to inform prescribing;	<p>Contracted services with APPRISS Health, the current state contracted vendor for PMP AWAARxE to develop and implement the following:</p> <ol style="list-style-type: none"> 1. Automated tracking of delegate account auditing. 75,000 2. Automated process for auditing “master” account holders use of the PMP database. 50,000 3. Add date sold to all report views for end users. <p>Collaboration with the health licensing boards in the development of a Web API to decrease interruptions in access to PMP data. 25,000</p>			
SUB-TOTAL		150,000	150,000	150,000
Accomplish the improved intrastate and interstate interoperability by:				
1. Integrate access to the PMP database within the electronic health records (EHR) systems and pharmacy operation	Contract with vendor for PMP Gateway services to be provided to as many entities who at the time of contracting,	210,000	215,000	215,000

systems in Minnesota;	are not already engaged in integrated access to the PMP database within an electronic medical record system or pharmacy operations system.			
2. Engage stakeholders to review the data sharing policy parameters along with the technology and health system leaders to help answer the process, practice, protection and capacity questions	Staff salary not to exceed \$50.00hr to support engagement efforts. Funds for mileage, supplies, and other items as may be deemed necessary to fulfill this obligation.	50 hrs x 50.00 = 2,500		
3. Disseminate findings on stakeholder review	Staff salary not to exceed \$50.00hr to support anticipated application process for connection to integrated solution.	50 hrs x 50.00 = 2,500		
TOTAL		365,000	365,000	365,000

(b) The maximum reimbursement to the MBOP under this Agreement for the period April 6, 2020 through August 31, 2022 will not exceed \$1,095,000 over the course of this agreement. Unexpended funds from Year one may be carried forward to Year two; unexpended funds from Year two, may be carried forward to Year three.

(c) In July 2020, the Parties shall develop a specific work plan to support healthcare systems to more fully integrate access to Minnesota PMP database during the immediate and subsequent reimbursement period.

(d) MBOP will present an itemized invoice to MDH for the services actually performed and its cost incurred on a quarterly basis. Invoices shall be reviewed by MDH's Authorized Representative and promptly paid provided MDH's Authorized Representative accepts the services as satisfactorily performed.

(e) MBOP may reallocate up to 10% of the allocated line item budget set forth in Section 3(a) above with their discretion, without amendment to this Agreement.

4. Conditions of Payment

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

5. Authorized Representative

The MBOP's Authorized Representative is Cody Wiberg, Executive Director, 2829 University Avenue, SE, Suite 530, Minneapolis, MN 55414, 651.201.2825, or his successor.

MDH's Authorized Representative is Dana Farley, MS, Alcohol and Drug Policy Director, Injury & Violence Prevention Section, MDH, 85 East Seventh Place, Suite 220, P.O. Box 64882, Saint Paul, MN 55164-0882, 651.201.5396 or his 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: **Seth Rasmussen**
Digitally signed by Seth Rasmussen
Date: 2020.04.30 08:11:01 -05'00'
Date: 04/30/2020

3. Minnesota Department of Health

DocuSigned by:
Maria Rodriguez
By: _____
(With delegated authority)
Title: Interim Accounting Supervisor
Date: 5/4/2020

2. Minnesota Board of Pharmacy

DocuSigned by:
Cody C. Wiberg
By: _____
2E6D8B93DACB415
(Executive Director)
Title: _____
Date: 5/4/2020