



Central Office

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October 15, 2021

Senate Judiciary and Public Safety Finance and Policy Committee

Senator Warren Limmer, Chair
3221 Minnesota Senate Bldg.
St. Paul, MN 55155

Senator Ron Latz, DFL Lead
2215 Minnesota Senate Bldg.
St. Paul, MN 55155

House Public Safety and Criminal Justice Reform Finance and Policy Division Committee

Representative Carlos Mariani, Chair
479 State Office Building
St. Paul, MN 55155

Representative, Brian Johnson, Republican
Lead
243 Rev. Dr. Martin Luther King Jr. Blvd.
St Paul, MN 55155

RE: Annual Submission of the Department of Corrections Interagency Agreements & Intra-Agency Transfers Report, as Required by Minnesota Statute § 15.0395

Dear Sen. Limmer, Sen. Latz, Rep. Mariani, and Rep. Johnson:

Minnesota Statute § 15.0395 requires that by October 15, annually, the Department of Corrections submit a report to the chairs and ranking minority members of the legislative committees with jurisdiction over the Department's budget on the following:

- Interagency or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with another agency if the cumulative value is more than \$100,000 in the previous fiscal year.
- Transfers of appropriations between accounts within or between agencies if the cumulative amount is more than \$100,000 in the previous fiscal year.
- Copies of each agreement.

In fiscal year 2021, the Department of Corrections (DOC) had 71 transfers with a cumulative value of more than \$100,000, totaling \$77,773,292. The first five pages of the enclosed PDF lists the transfers of appropriations between accounts within DOC and with other agencies. This document provides details about the transfers, including the agency, amounts, appropriation ID, fund, purpose, and legal authority.

In fiscal year 2021, DOC had 6 interagency and service level agreements with a cumulative value of more than \$100,000, for a total amount of \$26,980,609. These agreements were made with the MN IT Services, Attorney General, Department of Employment and Economic Development, MN Supreme Court, Department of Human Services, and MN Management and

Budget. Page six of the enclosed PDF lists the agreements DOC had in FY 2021. This document provides details about the agreements, including the agency, amount, legal authority, purpose, effective date, and duration.

I hope this information is helpful to you. Please let me or Safia Khan, Director, Government and External Relations, 651-361-7219, know if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Schnell", with a long horizontal flourish extending to the right.

Paul Schnell, Commissioner
Minnesota Department of Corrections

Enclosures

cc: Safia Khan

Minnesota Department of Corrections

FY 2021 Transfers

October 15, 2021

TRANSFER FROM					TRANSFER TO					Purpose of Transfer	Legal Authority for Transfer
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		
DOC	General	P784210	Institution Support Services	(14,000,000)	MNIT	Other Misc Special Revenue	G467133	ITA22.033 P78 App Modernizatio	14,000,000	Transfer to MNIT Odyssey for Application Modernization project.	MS 16E.21
DOC	General	P784110	Health Services	(671,495)	DHS	General	H551309	33 Medical Assistance Grants	671,495	State costs of medical assistance for inmates with inpatient claims.	MS 256B.04, Subd. 23
DOC	Restrict Misc Special Revenue	P784241	Aid to Victims of Crime	(345,557)	DPS	Restrict Misc Special Revenue	P076512	Inmate Restitution	345,557	Crime Victims Reparations Board contributions.	MS 611A.612
DOC	General	P784210	Institution Support Services	(923,000)	DOC	General	P781010	MCF-SCL Operations	923,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784215	Staff Recruitment & Retention	(214,000)	DOC	General	P781010	MCF-SCL Operations	214,000	Transfer new Staff Recruitment and Retention funds to to base facility budget for 3 FTEs increase.	191 005 01 015 02C, 191 005 01 015 002
DOC	General	P784210	Institution Support Services	(1,201,000)	DOC	General	P781110	MCF-STW Operations	1,201,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784210	Institution Support Services	(1,216,600)	DOC	General	P781210	MCF-LL Operations	1,216,600	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784210	Institution Support Services	(766,000)	DOC	General	P781310	MCF-OPH Operations	766,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784210	Institution Support Services	(883,500)	DOC	General	P781410	MCF-ML Operations	883,500	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784210	Institution Support Services	(1,241,000)	DOC	General	P781510	MCF-FRB Operations	1,241,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784210	Institution Support Services	(158,500)	DOC	General	P781610	MCF-WR-CIP Operations	158,500	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784218	ISS Supplemental Budget	(2,500,000)	DOC	General	P781610	MCF-WR-CIP Operations	2,500,000	Reallocation of supplemental budget funds for salary and operating deficits within Program 01, per agency head approval.	191 005 01 015 002, 205 003 09 007
DOC	General	P784210	Institution Support Services	(865,500)	DOC	General	P781710	MCF-RC Operations	865,500	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784210	Institution Support Services	(1,199,865)	DOC	General	P781810	MCF-Togo-CIP-Male Operations	1,199,865	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002

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
DOC	General	P784218	ISS Supplemental Budget	(2,162,000)	DOC	General	P781810	MCF-Togo-CIP-Male Operations	2,162,000	Reallocation of supplemental budget funds for salary and operating deficits within Program 01, per agency head approval.	191 005 01 015 002, 205 003 09 007
DOC	General	P784210	Institution Support Services	(707,617)	DOC	General	P782010	MCF-SHK Operations	707,617	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784210	Institution Support Services	(565,000)	DOC	General	P783010	MCF-RW Operations	565,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784215	Staff Recruitment & Retention	(357,000)	DOC	General	P783010	MCF-RW Operations	357,000	Transfer new Staff Recruitment and Retention funds to to base facility budget for 5 FTEs increase.	191 005 01 015 02C, 191 005 01 015 002
DOC	General	P784218	ISS Supplemental Budget	(250,000)	DOC	General	P783010	MCF-RW Operations	250,000	Reallocation of supplemental budget funds for salary deficits within Program 01, per agency head approval.	191 005 01 015 002, 205 003 09 007
DOC	General	P784210	Institution Support Services	(419,000)	DOC	General	P784010	Education	419,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784218	ISS Supplemental Budget	(770,000)	DOC	General	P784010	Education	770,000	Reallocation of supplemental budget funds for salary deficits within Program 01, per agency head approval.	191 005 01 015 002, 205 003 09 007
DOC	General	P784144	Offender Health Care Contract	(3,272,000)	DOC	General	P784110	Health Services	3,272,000	Transfer base funding increase into the base budget.	191 005 01 015 02D, 191 005 01 015 002
DOC	General	P784210	Institution Support Services	(598,000)	DOC	General	P784110	Health Services	598,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P781010	MCF-SCL Operations	(1,650,203)	DOC	General	P784210	Institution Support Services	1,650,203	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P781110	MCF-STW Operations	(2,457,349)	DOC	General	P784210	Institution Support Services	2,457,349	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P781210	MCF-LL Operations	(1,452,626)	DOC	General	P784210	Institution Support Services	1,452,626	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P781310	MCF-OPH Operations	(2,496,239)	DOC	General	P784210	Institution Support Services	2,496,239	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P781410	MCF-ML Operations	(1,245,364)	DOC	General	P784210	Institution Support Services	1,245,364	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P781510	MCF-FRB Operations	(1,099,026)	DOC	General	P784210	Institution Support Services	1,099,026	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002

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
DOC	General	P781610	MCF-WR-CIP Operations	(2,762,989)	DOC	General	P784210	Institution Support Services	2,762,989	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P781710	MCF-RC Operations	(1,249,730)	DOC	General	P784210	Institution Support Services	1,249,730	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P781810	MCF-Togo-CIP-Male Operations	(2,218,900)	DOC	General	P784210	Institution Support Services	2,218,900	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P782010	MCF-SHK Operations	(576,111)	DOC	General	P784210	Institution Support Services	576,111	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P783010	MCF-RW Operations	(198,316)	DOC	General	P784210	Institution Support Services	198,316	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784010	Education	(435,490)	DOC	General	P784210	Institution Support Services	435,490	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784110	Health Services	(6,785,389)	DOC	General	P784210	Institution Support Services	6,785,389	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784214	Facility Staff Positions	(4,800,000)	DOC	General	P784210	Institution Support Services	4,800,000	Transfer new Facility Staff Positions funding to reallocate to base facility budgets for 67 FTEs increase (39 in FY20, 28 in FY21).	191 005 01 015 02B, 191 005 01 015 002
DOC	General	P784215	Staff Recruitment & Retention	(2,104,000)	DOC	General	P784210	Institution Support Services	2,104,000	Transfer new Staff Recruitment and Retention funds to to base budget for staff retention costs.	191 005 01 015 02C, 191 005 01 015 002
DOC	General	P784218	ISS Supplemental Budget	(550,000)	DOC	General	P784210	Institution Support Services	550,000	Reallocation of supplemental budget funds for salary deficits within Program 01, per agency head approval.	191 005 01 015 002, 205 003 09 007
DOC	General	P784310	Office of Special Investigatns	(615,400)	DOC	General	P784210	Institution Support Services	615,400	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784410	Transportation	(280,585)	DOC	General	P784210	Institution Support Services	280,585	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784210	Institution Support Services	(132,000)	DOC	General	P784211	Offender Records-ISS	132,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	General	P784210	Institution Support Services	(176,000)	DOC	General	P784310	Office of Special Investigatns	176,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	191 005 01 015 002
DOC	Correctional Industries	P785027	MINNCOR Inmate Confinement	(2,000,000)	DOC	Correctional Industries	P785026	MINNCOR Revolving	2,000,000	Transfer to cover projected cash shortage for 4th quarter operations.	MS 243.23, MS 241.27, Subd. 2

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
DOC	General	P786410	Reentry Services	(157,000)	DOC	General	P786010	Probation & Supervised Release	157,000	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P787212	Grants/Subsidy/Offender Suprt	(237,000)	DOC	General	P786010	Probation & Supervised Release	237,000	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P787310	Program Support & Evaluation	(808,644)	DOC	General	P786010	Probation & Supervised Release	808,644	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P787318	CS Supplemental Budget	(574,000)	DOC	General	P786010	Probation & Supervised Release	574,000	Reallocation of supplemental budget funds for salary deficits within Program 02, per agency head approval.	191 005 01 015 003, 205 003 09 007
DOC	General	P787510	Victim Assist/Restorative Just	(124,574)	DOC	General	P786010	Probation & Supervised Release	124,574	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P786410	Reentry Services	(209,000)	DOC	General	P786110	Special Supervision	209,000	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P786710	Work Release	(230,000)	DOC	General	P786110	Special Supervision	230,000	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P787310	Program Support & Evaluation	(133,000)	DOC	General	P786110	Special Supervision	133,000	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P787318	CS Supplemental Budget	(124,000)	DOC	General	P786110	Special Supervision	124,000	Reallocation of supplemental budget funds for salary deficits within Program 02, per agency head approval.	191 005 01 015 003, 205 003 09 007
DOC	General	P786010	Probation & Supervised Release	(117,322)	DOC	General	P786210	Sentencing to Service	117,322	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P787310	Program Support & Evaluation	(473,150)	DOC	General	P786210	Sentencing to Service	473,150	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P786710	Work Release	(370,000)	DOC	General	P786810	Instn Comm Svcs Work Crews	370,000	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P787212	Grants/Subsidy/Offender Suprt	(418,585)	DOC	General	P786810	Instn Comm Svcs Work Crews	418,585	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P787310	Program Support & Evaluation	(701,928)	DOC	General	P786810	Instn Comm Svcs Work Crews	701,928	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P787410	Hearings and Release	(103,186)	DOC	General	P786810	Instn Comm Svcs Work Crews	103,186	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003

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
DOC	General	P787310	Program Support & Evaluation	(145,000)	DOC	General	P787410	Hearings and Release	145,000	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P787318	CS Supplemental Budget	(112,000)	DOC	General	P787410	Hearings and Release	112,000	Reallocation of supplemental budget funds for salary deficits within Program 02, per agency head approval.	191 005 01 015 003, 205 003 09 007
DOC	General	P787510	Victim Assist/Restorative Just	(133,000)	DOC	General	P787410	Hearings and Release	133,000	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	191 005 01 015 003
DOC	General	P788518	OS Supplemental Budget	(100,000)	DOC	General	P788010	Employee Development	100,000	Reallocation of supplemental budget funds for salary deficits within Program 03, per agency head approval.	191 005 01 015 004, 205 003 09 007
DOC	General	P788510	Operations Support Services	(518,540)	DOC	General	P788310	Information & Technology	518,540	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	191 005 01 015 004
DOC	General	P788510	Operations Support Services	(105,000)	DOC	General	P788410	Administrative Services	105,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	191 005 01 015 004
DOC	General	P788010	Employee Development	(136,130)	DOC	General	P788510	Operations Support Services	136,130	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	191 005 01 015 004
DOC	General	P788110	Financial Services	(436,204)	DOC	General	P788510	Operations Support Services	436,204	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	191 005 01 015 004
DOC	General	P788410	Administrative Services	(235,871)	DOC	General	P788510	Operations Support Services	235,871	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	191 005 01 015 004
DOC	General	P788610	Policy & Legal Services	(146,806)	DOC	General	P788510	Operations Support Services	146,806	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	191 005 01 015 004
DOC	General	P788518	OS Supplemental Budget	(200,000)	DOC	General	P788512	Office of Accountability	200,000	Reallocation of supplemental budget funds for salary deficits within Program 03, per agency head approval.	191 005 01 015 004, 205 003 09 007
DOC	General	P788510	Operations Support Services	(151,000)	DOC	General	P788610	Policy & Legal Services	151,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	191 005 01 015 004
TOTAL				(77,773,292)					77,773,292		

Minnesota Department of Corrections

FY 2021 Interagency Agreements and Service Level Agreements

October 15, 2021

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
MN.IT Services	\$ 25,260,000	MS 16E.016	MN.IT provides enterprise IT services to DOC	7/1/2020	FY 2021
Attorney General	\$ 399,600	MS 815, Subd. 3	Attorney General provides legal services to DOC	7/1/2020	FY 2021
DEED	\$ 203,565	MS 16C.05, Subd. 2	DEED provides pre & post release employment services to DOC release violators	9/1/2019	FY 2021
Supreme Court	\$ 244,645	MS 16C.05, Subd. 2	State Law Librarian provides law library services to DOC	7/1/2020	FY 2021
DHS	\$ 762,000	MS 256B.04, Subd. 23	DHS administers Medical Assistance to DOC inmates with inpatient claims	7/1/2016	FY 2021
MMB	\$ 110,799	MS 43A.21	MMB provides enterprise training and development services to DOC	8/12/2020	FY 2021
Total	\$ 26,980,609				

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

C - 181619

Pursuant to Minnesota Statutes, Sections 43A.21 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and the Department of Corrections (DOC or Requesting Agency).

1. **Services to be Performed:**

MMB will provide the following services:

- Administration, maintenance and upgrades for the Enterprise Learning Management system
- Enterprise employee engagement and inclusion survey, which is conducted every two years
- Post-survey follow-up coaching and support to agencies
- Annual required training and policy acknowledgements for all employees
- Continuation of LinkedIn Learning offered to 10,000 employees
- Development of other eLearning needed by the enterprise

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Kristin Batson, Deputy Commissioner – Enterprise Human Capital, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, kristin.batson@state.mn.us, 651-259-3816.

DOC: Marcus Schmidt, Deputy Commissioner, or their successor designated by the Commissioner, 1450 Energy Park Drive, St. Paul, MN 651-361-7633 marcus.schmidt@state.mn.us 651-361-7633.

2. **Consideration and Terms of Payment:**

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST: \$110,799.00

You will receive a quarterly invoice from MMB for 25% of this amount, beginning August 2020. Each quarterly invoice should be paid within 30 days of receipt.

3. **Term of Agreement:**

This agreement is effective August 12, 2020, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2021.

4. **Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

Approval:

1. **STATE ENCUMBRANCE VERIFICATION**

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

Signed: mary myers

Date: 8/11/20 C-181619 PO 3-127337

2. **Department of Corrections**

By: 
(with delegated authority)

Title: AC

Date: 8.7.20

3. **Minnesota Management and Budget**

By: _____
(with delegated authority)

Title: _____

Date: _____

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Corrections and DOC Facilities located in Faribault, Lino Lakes, Oak Park Heights, Red Wing, Rush City, St. Cloud, Shakopee, Stillwater, Willow River/Moose Lake, Togo (hereinafter “DOC”) and Minnesota State Law Library-Law Library Services to Prisoners, G25 Minnesota Judicial Center, 25 Rev. Dr. Martin Luther King Jr. Blvd., St. Paul, MN 55155-6102 (hereinafter “LLSP”).

Agreement

1 Term of Agreement

- 1.1 **Effective date: July 1, 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: June 30, 2021**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

- 2.1 Under the direction of the State Law Librarian, or designee, the LLSP librarians
 - 2.1.1 Shall provide law library services to DOC facilities. At a minimum, these services include:
 - a. regularly scheduled site visits or interactive video sessions, as mutually agreed between parties, to meet with inmates at all facilities in the DOC, except for the facilities at Red Wing, Willow River and Togo;
 - b. timely responses to inmates’ requests arising from meetings, phone calls, letters, and/or kites according to established policies and procedures;
 - c. recommendation and oversight for a core legal collection housed in each facility; and
 - d. informational fliers to DOC facilities, which give an overview of services provided to inmates (Attachment A).
 - 2.1.2 Shall provide law library service by mail, based upon established policies and procedures, to DOC inmates housed at Red Wing, Willow River, Togo and in non-DOC facilities.
 - 2.1.3 Shall provide copies of published legal material on request, based upon established policies and procedures of the DOC and as provided in LLSP’s Attachment B.
 - 2.1.4 Shall not give legal advice nor advocate for individual inmates.
 - 2.1.5 Shall ensure staff complete training required by DOC. Training participation requirements will be mutually agreed upon by the parties.
 - 2.1.6 Shall provide DOC with established policies and procedures governing service delivery.
 - 2.1.7 Shall provide DOC with a comprehensive annual report that tracks service across facilities/sites.
- 2.2 DOC Duties
 - 2.2.1 Maintain the current core legal collection at the facilities by funding the subscription and replacement costs and purchasing new titles recommended by LLSP when economically feasible.
 - 2.2.2 Ensure LLSP staff are notified of appropriate DOC policies and procedures necessary to complete the duties required under this contract.

- 2.2.3 Inform new inmates of LLSP services during the receiving and orientation process.
- 2.2.4 Treat mail being delivered and/or sent to inmates from LLSP as Special Mail.
- 2.2.5 Provide photocopies of facility law library materials based upon established policies and procedures.
- 2.2.6 Not purchase any new titles or establish any satellite collections without agreement of LLSP and provision for upkeep and maintenance.

3 Consideration and Payment

- 3.1 DOC shall reimburse LLSP for actual costs incurred in the performance of duties outlined in Clause 2.
- 3.2 Fifteen percent (15%) of the Agreement amount shall be advanced upon the DOC's receipt of the fully executed agreement.
- 3.3 Payment shall be made by the DOC within 30 days after LLSP has presented monthly invoices for services given to the DOC.
- 3.4 The total obligation of this agreement shall not exceed \$244,645.

4 Conditions of Payment

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

5 Authorized Representative

DOC's Authorized Representative is Janet Morales, or her successor.
LLSP's Authorized Representative is Liz Reppe, or her successor.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.


7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination


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

1. LEGAL REVIEW – MJB LEGAL COUNSEL DIVISION

By	
Title	
Date	Dohrmann, Deanna Senior Counsel Jun 12 2020 12:09 PM

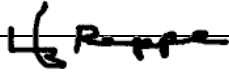
2. STATE ENCUMBRANCE VERIFICATION (DOC)

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

Signed	
Date	6/19/2020
Contract No./PO No.	178924


3. MINNESOTA STATE LAW LIBRARY – LLSP PROGRAM

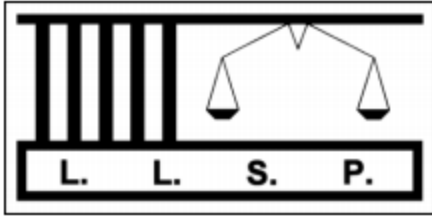
With delegated authority

By	
Title	
Date	Reppe, Liz Jun 12 2020 12:03 PM

4. MINNESOTA DEPARTMENT OF CORRECTIONS

With delegated authority

By	
Title	A. Comm.
Date	6/22/2020



Law Library Service to Prisoners

What is Law Library Service to Prisoners (LLSP?)

LLSP provides Minnesota Department of Corrections prisoners access to legal information and law library materials. Professional law librarians visit the adult correctional facilities on a monthly basis. They will meet with you to discuss your legal information needs and provide materials relevant to your request.

What can LLSP do?

- Help you use the legal research materials in your facility library
- Retrieve material for you from the Minnesota State Law Library
- Provide contact information for legal assistance organizations.

What CAN'T LLSP do?

LLSP librarians are not attorneys and cannot provide legal advice. LLSP provides access to court forms but not assistance in filling them out.

How do I contact LLSP?

- **Request a reference interview** for when the law librarian visits any one of the following correctional facilities: Faribault, Lino Lakes, Moose Lake, Oak Park Heights, Rush City, St. Cloud, Shakopee, and Stillwater.
- **Send a kite** to LLSP via facility librarian or education department.
- **Write** to the program at the following address:
Law Library Service to Prisoners
Minnesota State Law Library
Minnesota Judicial Center, Room G25
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, Minnesota 55155-6102
- **Call** (651) 297-4969. LLSP accepts pre-paid phone calls from inmates; be aware, however, that LLSP staff are not always available to answer your phone call.

Attachment B

LLSP and Prison Library Staff Responsibilities in Providing Law Library Service to Inmates

To assure that staff of the Law Library Service to Prisoners program and the prison law librarians provides the best possible service to inmates, we recommend the following responsibilities for both LLSP and prison library staff.

LLSP Responsibilities:

LLSP staff will...

1. Provide materials that are not available in the prison core collection.
2. Encourage inmates to use legal services available within the prison law library and its core collection.
3. Assist with legal research.
4. Respond to additional kites, as needed, when prison law clerk is not available, during facility lockdown, or during prison librarian absences.
5. Mail court-deadline responses weekly and other responses every two weeks, based on the date that LLSP receives the requests and on the page/item limitations set by LLSP.
6. Inform prison librarians when LLSP staff is on vacation.
7. Inform prison librarians of LLSP program or staff changes.

Prison Law Librarians Responsibilities:

The prison library staff will...

1. Provide all materials that are available in the prison core collection.
2. Encourage inmates to use legal resources available in the prison law library and its core collection.
3. Send kites at a minimum 1 to 2 times per week to LLSP.
4. (If aware of an inmate's pending court date) highlight that information on the kite or have the inmate make that information prominent on the kite.
5. Send a courtesy e-mail message to LLSP if librarian will be out for any length of time (week or more) and have a backup person mail kites to LLSP.
6. Inform LLSP of any facility lockdowns or law clerk changes that may affect visits or LLSP workload.
7. Assist with coordinating visits to prison housing units, if needed.
8. Advertise LLSP program and prison visits.

Attachment B

Materials That LLSP Provides to Inmates

LLSP provides legal materials that are available in the Minnesota State Law Library's collection. LLSP will not pay for materials outside of the collection in order to fill a request from an inmate.

In general, if a requested item contains information concerning case, statutory, or regulatory law, it will be considered legal information and will be provided to inmates. If it contains information about pending legislation or contains information concerning the legal research process, it will be provided. Materials concerning information on social or political issues, however, will not be provided.

LLSP's primary responsibility has always been to provide information related to an inmate's appeal, conditions of confinement, and family law topics. These have priority over other legal issues; all other requests will be filled as time permits.

We provide the same service and materials to all inmates, unless we are directed by the DOC not to provide certain materials to specific inmates.

Examples of Legal Materials Provided to Inmates:

- Constitutions and statutes
- Case law from the United States courts, as well as all states
- Regulations of federal and state agencies
- Court rules
- Ordinances
- Attorney general opinions
- Secondary legal materials (such as legal treatises, law reviews, etc.)
- Commentary on all the primary law materials
- Forms (when available) for U.S., Minnesota, and other state courts
- Addresses for legal and governmental agencies
- Appellate briefs for Minnesota and U.S. Supreme Courts (as available)

Specific Materials Not Provided - Per DOC

- Uniform Commercial Code (UCC) materials (including lien requests)
 - Exception:
 - If given documented permission from DOC administration or wardens
- DOC policies
 - Exception:
 - If the request is from an "under contract" inmate (who is not housed at one of the eight primary facilities), LLSP will provide specific policies. Other inmates must obtain policies from their facility library.
- DSM (Diagnostic and Statistical Manual)

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN THE
MINNESOTA DEPARTMENT OF CORRECTIONS
AND THE OFFICE OF THE MINNESOTA ATTORNEY GENERAL
FOR FY2021**

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

WHEREAS, pursuant to Minnesota Statutes Section 8.15 subdivision 3, the Attorney General is authorized to enter into agreements with executive branch agencies to provide legal services; and

WHEREAS, the Minnesota Department of Corrections (“Department”) needs additional legal services in order to administer and deliver its programs; and

NOW, THEREFORE, IT IS AGREED:

1. **Scope:** The total costs of all services to be provided to the Department by the Attorney General’s Office (“AGO”) in FY 2021 is estimated by AGO and the Department to be \$1,080,000 (AGO share \$680,400 and Department share \$399,600). The billings will be based on actual hours of service provided. The billings for actual hours of service provided will be based on hourly rates of \$133.00 for attorney services and \$85.00 for legal assistant and investigator services. The actual breakdown of legal services provided by attorneys and by legal assistants will be determined within the AGO’s discretion. Subject to the provisions of paragraph 8, the total cost of all legal services will not exceed the amount set above.
2. **Terms of Payment and Transfer Mechanism:** The Department shall process payments to the AGO for legal services provided to it. The amount of payment(s) will be 37 percent of the monthly billings for actual services provided at the rates agreed upon in paragraph 1 of this Agreement. This represents the Department’s proportional share of the estimated total services. In addition, the Department will pay for legal costs and expenses associated with the provision of legal services as provided in paragraph 5 of this Agreement. Invoices from third parties for these costs and expenses will be forwarded by the AGO to the Department for payment. Monthly payments shall be made by the Department to the AGO based on billings for hours of service provided for legal work. The payment(s) shall be made within 30 days of the date of the monthly billing. The first monthly billing to the Department under this Agreement will cover the period of time commencing July 1, 2020.
3. **Provision of Services:** The AGO will provide additional legal services to the Department in accordance with Minnesota Statutes Section 8.06, except those duties, if any, delegated to Department personnel or provided by outside counsel under Section 8.06. The scope of legal services to be provided includes all matter pertaining to the Department’s official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance as requested by the Commissioner of Correction or their designee, and other legal needs as may be necessary, except no services provided under this agreement will be related to representation in administrative review of sex offender risk-level determination.

Pursuant to Section 8.06, the Attorney General may authorize outside counsel to be employed to provide legal services to the Department. If the AGO appoints outside counsel to represent the Department in any legal matters, the Department retains the right to be consulted on the choice of

counsel. The Department, after consultation and agreement to the appointment of outside counsel selected by the AGO, will pay directly for these legal services.

The relationship between the AGO and the Department shall be one of attorney and client governed by Minnesota Rules of Professional Conduct, including, but not limited to client confidences, communications and conflicts of interest. If the AGO determines that any of its responsibilities are inconsistent with representation of the Department, the AGO will communicate those concerns to the Department and, if requested by the Department provide separate representation for the Department by another AGO attorney or outside counsel.

The AGO shall require attorneys assigned Department cases to maximize use of the Department's litigation coordinators, paralegal(s), and other Department staff.

The Department has requested, and the AGO agrees to provide, delegations to an attorney(s) employed by the Department to handle all legal matters relating to all habeas corpus actions brought in the district courts of the State of Minnesota and in the United States district courts, as agreed upon by the parties. The AGO will handle any appellate matters related to habeas cases.

AGO staff will meet with the Department upon request to review priorities for legal services, to discuss strategies for reducing litigation and related costs, to review litigation data to ensure accuracy, and to discuss whether, given reductions or increases to Department programs or other significant, unforeseen developments, the percentage allocation for all services to be provided as set forth in paragraph 1 of this Agreement should be amended.

4. **Reporting:** The hours of legal services provided under this agreement will be recorded by AGO staff for use in the AGO billing system. When recording hours of legal services provided, the AGO staff will specify specific information about the services provided, including identifying the appropriate AGO docket number and names of Department staff involved, if applicable. The AGO will provide the Department 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 92) complete pay periods at the beginning and end of the fiscal year. The AGO will provide each report to the Department not later than six (6) weeks after the end of the period covered by the report.
5. **Legal Costs and Expenses:** Litigation costs and expenses, including, but not limited to, the cost of filing legal documents, hiring expert witnesses and court reporters will be paid directly by the Department and will not come from the funds identified to be paid to the AGO in this agreement. AGO staff will complete a "Notice of Need for Encumbrance" form and forward a copy to the Department before special expenses or obligations are incurred.
6. **Amendments:** 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.
7. **Authorized Agent:** The authorized agent of the AGO for purposes of this Agreement is Kelly Kemp, Assistant Attorney General – Manager of the State Agencies Division. The Department's authorized agent for purposes of this Agreement is Karen Robinson.
8. The parties acknowledge that the amount set forth in paragraph 1 is simply a good faith estimate of the level of services needed, which estimate may be high or low. However, the parties also

acknowledge that each will make decisions and resources allocates based on 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 meet and then revise this Agreement if necessary to reflect that change in circumstances.

APPROVED:

**STATE ENCUMBRANCE
VERIFICATION**

By: Mary Myers

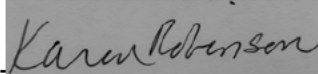
Title: Accounting Officer

Date: June 15, 2020

Swift Contract No.: 177576

P.O. Number 3-125436

**MINNESOTA DEPARTMENT OF
CORRECTIONS**

By: 

Title: Director, Office of Legal Affairs

Date: June 15, 2020

**OFFICE OF THE MINNESOTA
ATTORNEY GENERAL**

By: Christie B. Eller

Title: Deputy Attorney General

Date: June 15, 2020

**MINNESOTA MANAGEMENT AND
BUDGET**

By: _____

Title: _____

Date: _____

**AMENDMENT COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)**

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: Corrections	Name of Contractor: DEED
Current contract term: 9/1/19 – 6/30/20	Project Identification: 164272

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C. 03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input checked="" type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date: 12/31/20
Why is it necessary to amend the end date? The DOC's Reentry Services Unit had an RFP out for these services in order to start getting this work done with community partners. But, due to the Covid-19 Pandemic interrupting the DOC's normal operations, it was necessary to cancel the RFP. It is planned to re-advertise at a later date, and in the meantime, it is necessary to keep the services going through extending this Interagency Agreement with DEED.

2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below: Original Contract 134,576.50 This Amendment 1 68,988.25
2b. Describe the amendment: The nature of the services are not changing, the cost is only being increased to allow for the 6 month extension in services being provided.

3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract
Describe the changes that are being made:

Amendment 1 to Interagency Agreement 164272

Contract Start Date:	<u>Sept. 1, 2020</u>	Total Contract Amount:	<u>\$203,564.75</u>
Original Contract Expiration Date:	<u>June 30, 2020</u>	Original Contract:	<u>\$134,576.50</u>
Current Contract Expiration Date:	<u>June 30, 2020</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Contract Expiration Date:	<u>Dec. 31 2020</u>	This Amendment:	<u>\$68,988.25</u>

This amendment is between the Minnesota Departments of Employment and Economic Development ("DEED") and Corrections ("DOC").

Recitals

1. The DOC has a contract with DEED identified SWIFT Contract Number 164282 ("Original Contract") to provide the services of an Employment Specialist for providing pre and post release employment services for the release violator individuals and restructured individuals served in the DOC's High Risk Recidivism Reduction ("O4C") Program.
2. This agreement is being amendment to extend services for an additional 6 months.
3. The DOC and DEED are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. "**Term of Agreement**" is amended as follows:

- 1.1 **Effective date:** September 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** ~~June 30, 2020~~ December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 ~~This agreement to be renewable at the end of each fiscal year (June) unless cancelled by either party according to protocol in "Item 8" of this agreement. Renewals will be processed as a written amendment to this agreement.~~

REVISION 2. Clause 2. "**Scope of Work**" is amended as follows:

- 2.1 **DEED will provide the following:**
 - A. Dedicated space ("Hub") at the two (2) locations below and as specified in the HRRR Program Activity Plan, which is attached and incorporated into this agreement as Exhibit A:
 - 800 W Broadway Ave, Minneapolis, MN 55411 ("North Minneapolis CareerForce location")
 - 540 Fairview Ave N, St Paul, MN 55104 ("St Paul CareerForce location").
 - B. Office space and equipment at the Hub(s) for two (2) DOC Navigators.
 - C. Office space and equipment at the Hub(s) for one (1) DEED Community Service (Employment) Specialist.
 - D. Space at the Hub(s) for the contracted community providers to deliver their services/programs.
- 2.2 **Pre/Post-release Services**
 - A. DEED and DOC will collaborate to establish pre-release orientation/assessment services, which will include assessments and orientation sessions to occur inside Minnesota Correctional Facilities. DEED staff must comply with DOC admittance authorization process in order to enter Minnesota Correctional Facilities.
- 2.3 **Post-release Services** DEED and DOC will collaborate to maintain post-release services in two community based centers ("Hubs") as part of the High Risk Revocation Reduction (HRRR) Program as specified in the HRRR Program Activity Plan, which is attached and incorporated into this agreement as Exhibit A.
- 2.4 **Community Service ("Employment") Specialist**
 - A. DEED agrees that it shall provide one (1) FTE with the present job classification of Workforce Development 2 Specialist, who is qualified to perform the tasks set out in sections 2.2B, below 2.2 and 2.3 above.
 - B. Description of tasks to be performed: The incumbent will provide pre and post-release services to "high risk" individuals participating exclusively in the MN DOC Opportunity for Change (O4C) Program.

Services provided will include, but are not limited to individual employment assistance, access and referrals to CareerForce location services, referrals to community based organizations and employee retention and follow-up assistance. The Incumbent will be responsible for coordinating re-entry activities with DOC staff, CareerForce location partners, education agencies and community-based organizations to assist O4C participants obtain, retain and maintain meaningful employment.

2.5 **Activity Plan:** DEED and DOC will perform and provide services and tasks as specified under the HRRR Program Activity Plan, which is attached and incorporated into this agreement as Exhibit A.

REVISION 3. Clause 3 "Consideration and Payment" is amended as follows:

Funds will be used to pay costs associated with services necessary to support DOC and DEED staff as well as contracted vendors in carrying out their assigned responsibilities.

- A. For FY' 20 DOC will pay DEED a total not to exceed \$134,576.50 according to the breakdown of costs contained in attached and incorporated Exhibit B and upon receipt of three (3) invoices by the following dates:
 - December 15, 2019 (to include the service months of September, October and November);
 - March 15, 2020 (to include the service months of December, January and February);
 - July 15, 2020 (to include the service months of March, April, May and June);
- B. For FY' 21 DOC will pay DEED a total not to exceed \$68,988.25 according to the breakdown of costs contained in attached and incorporated Exhibit C and upon receipt of two (2) invoices by the following dates:
 - October 15, 2020 (to include the service months of July, August and September);
 - January 15, 2020 (to include the service months of October, November and December);

The total obligation of the DOC for all compensation and reimbursements to DEED under this agreement will not exceed ~~\$134,576.50~~ **\$203,564.75**.

The Original agreement and any previous amendments are incorporated into this amendment by reference.

STATE ENCUMBRANCE VERIFICATION

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

Signed: Mary Myers

Date: 6/11/2020

PO/SWIFT ID: PO#3-125384 C- /164272

3. MN DEPT. OF CORRECTIONS

By: [Signature]
(with delegated authority)

Title: Deputy Commissioner

Date: 6-18-20

2. MN DEPT. OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: [Signature]
(With delegated authority)

Title: CareerForce Director

Date: 6/12/2020

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
Agency
Contractor

Exhibit C

High Risk Recidivism Reduction (HRRR) Program.

BREAKDOWN of COSTS **FY '21 (July 1, 2020-December 31, 2020)**

- **FACILITIES-Not to exceed \$11,167.50:**
 - Facility rent for 6 months at St Paul location \$7,212.50
 - Facility rent for 6 months at Minneapolis location \$3,455.00
 - Landline telephone and service for 6 months for two (2) DOC staff and one (1) DEED staff \$500.00

- **TECHNOLOGY/SUPPLY COSTS-Not to exceed \$328.25**
 - Monthly cell phone service for one (1) DEED staff for 6 months \$328.25

- **OTHER COSTS-Not to exceed \$8,692.50**
 - Travel costs associated with one (1) DEED staff \$1,250.00.
 - ~~Bus cards for participants \$6,700.~~
 - Indirect costs include administrative services such as human resources, legal services, accounting, fiscal services, Commissioner's office salaries and other various administrative overhead costs up to \$5,312.50.
 - Monthly MN IT for PC services and maintenance for three (3) PC's \$1,350.00.
 - Secure parking passes for one (1) DOC staff and (1) DEED staff at the St Paul location \$780.00.

- **PERSONNEL - Not to exceed \$48,800.00**
 - Hourly rate of \$ 30.59 plus fringe for one (1) DEED, staff as defined in sections 2.4A and 2.4B of the Agreement, for 6 months \$48,800.00

TOTAL NOT TO EXCEED \$68,988.25

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**STATE OF MINNESOTA INTERAGENCY
AGREEMENT**

This agreement is between the Minnesota Departments of Employment and Economic Development ("DEED") and Corrections ("DOC").

Agreement

1 Term of Agreement

- 1.1 **Effective date:** September 1, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 1 6C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 This agreement to be renewable at the end of each fiscal year (June) unless cancelled by either party according to protocol in "Item 8" of this agreement. Renewals will be processed as a written amendment to the agreement.

2 Scope of Work

2.1 DEED will provide the following:

- A. Dedicated space ("Hub") at the two (2) locations below and as specified in the HRRR Program Activity Plan, which is attached and incorporated into this agreement as Exhibit A:
- 800 W Broadway Ave, Minneapolis, MN 55411 ("North Minneapolis CareerForce location")
 - 540 Fairview Ave N, St Paul, MN 55104 ("St Paul CareerForce location").
- B. Office space and equipment at the Hub(s) for two (2) DOC Navigators.
- C. Office space and equipment at the Hub(s) for one (1) DEED Community Service (Employment) Specialist.
- D. Space at the Hub(s) for the contracted community providers to deliver their services/programs.

2.2 Pre/Post-release Services

- A. DEED and DOC will collaborate to establish pre-release orientation/assessment services, which will include assessments and orientation sessions to occur inside Minnesota Correctional Facilities. DEED staff must comply with DOC admittance authorization process in order to enter Minnesota Correctional Facilities.

- 2.3 DEED and DOC will collaborate to maintain post-release services in two community based centers ("Hubs") as part of the High Risk Revocation Reduction (HRRR) Program as specified in the HRRR Program Activity Plan, which is attached and incorporated into this agreement as Exhibit A.

2.4 Community Service ("Employment") Specialist

- A. DEED agrees that it shall provide one (1) FTE with the present job classification of Workforce Development 2 Specialist, who is qualified to perform the tasks set out in section 2.2B, below.
- B. Description of tasks to be performed: The incumbent will provide pre and post-release services to "high risk" individuals participating exclusively in the MN DOC Opportunity for Change (O4C) Program. Services provided will include, but are not limited to individual employment assistance, access and referrals to CareerForce location services, referrals to community based organizations and employee retention and follow-up assistance. The Incumbent will be responsible for coordinating re-entry activities with DOC staff, CareerForce location partners, education agencies and community-based organizations to assist O4C participants obtain, retain and maintain meaningful employment.

- 2.5 **Activity Plan:** DEED and DOC will perform and provide services and tasks as specified under the HRRR Program Activity Plan, which is attached and incorporated into this agreement as Exhibit A.

3 Consideration and Payment

Funds will be used to pay costs associated with services necessary to support DOC and DEED staff as well as contracted vendors in carrying out their assigned responsibilities.

For FY' 20 DOC will pay DEED a total not to exceed \$134,576.50 according to the breakdown of costs contained in attached and incorporated **Exhibit B** and upon receipt of three (3) invoices by the following dates:

- December 15, 2019 (to include the service months of September, October and November);
- March 15, 2020 (to include the service months of December, January and February);
- July 15, 2020 (to include the service months of March, April, May and June);

The total obligation of the DOC for all compensation and reimbursements to DEED under this agreement will not exceed \$134,576.50.

4 Conditions of Payment

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

5 Authorized Representative

DOC's Authorized Representative is Jana Carr-Weerts, MA 3/Fiscal Monitor, 1450 Energy Park Drive, Suite 200, St Paul, MN 55108, telephone 651/361-7354, or her successor.

DEED's Authorized Representative is Lorrie Janatopoulos, CareerForce Director, 1st National Bank Building, 332 Minnesota Street, Suite E-200, St Paul, MN 55101, telephone 651/259-7004, or her/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.

The Original Contract and any previous amendments are incorporated into this amendment by reference.

STATE ENCUMBRANCE VERIFICATION

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

Signed: Mary Myers

Date: 8/21/19

PO/SWIFT ID: PO#3-1114619/164272

3. MN DEPT. OF CORRECTIONS

By: [Signature]
(with delegated authority)

Title: Deputy Commissioner

Date: 8/24/19

2. MN DEPT. OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: [Signature]
(With delegated authority)

Title: CareerForce Director

Date: 8/27/19

Exhibit A

High Risk Recidivism Reduction (HRRR) Program.

ACTIVITY PLAN

1. FACILITIES

- DEED will provide office space and landline telephone service as follows:
 - One (1) office and one (1) landline phone located at the North Minneapolis CareerForce location, as described in section 2.1A of the Agreement, to house one (1) DOC Navigator.
 - Two (2) offices and two (2) landline phones located at the St. Paul CareerForce location, as described in section 2.1A of the Agreement, to house one (1) DOC Navigator and one (1) DEED Employment Specialist
- DEED will provide group meeting rooms for HRRR/O4C staff meetings to be held weekly at each location. Day and hours to be mutually determined by DOC, DEED and community partners.
- ~~➤ DEED will provide group meeting rooms for contracted service providers to deliver weekly life skills programming, group mentoring support and/or individual sessions at each location for a minimum of eight (8) hours per week per location. Day and times per week of the various programming and sessions will be mutually agreed upon between DOC, DEED and contracted service providers~~
- Security will be provided and maintained at each Hub which includes, but may not be limited to, wireless, pendant style panic buttons alarms, walkie/talkies, security staff and designated parking for staff.

2. NON-PERSONNEL SERVICES

- DEED will purchase cellular phones and service for DEED staff. DEED will purchase and distribute bus cards to participants who are in need of transportation assistance.

3. PERFORMANCE MEASURES

- DEED and DOC must comply with MN. Stat. Ch. 13 with regards to the sharing of data. DEED will provide quarterly reports with summary data to DOC to track the employment outcomes of individuals assisted by the HRRR Program. DEED will provide individual employment outcome measurements to DOC only from individuals whom they have consent through a written Release of Information ("ROI").

Outcome data includes, but is not limited to:

- a) number of HRRR Program individuals referred to DEED for employment services;
- b) number of HRRR Program individuals obtaining pre-release assessments and number of pre-release orientation sessions conducted at Minnesota Correctional Facilities;
- c) number of HRRR Program individuals who obtain employment, type of employment (part-time or full-time) and their wage upon obtaining

- employment;
- d) number of individuals who retained employment for six (6) months after placement and their wage at six (6) months;
 - e) number of individuals terminated from employment or left employment and the reason they are no longer employed;
 - f) number of HRRR Program individuals participating in a vocational training program and the number who complete and do not complete the training program;
 - g) number of new employment cooperative agreements specifically aimed to hire HRRR Program individuals;
 - h) other measures as mutually determined by DOC, DEED and community partners

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Exhibit A

Exhibit B

High Risk Recidivism Reduction (HRRR) Program.

BREAKDOWN of COSTS **FY '20 (September 1, 2019-June 30, 2020)**

- **FACILITIES-Not to exceed \$22,335.00:**
 - Facility rent for 10 months at St Paul location \$14,425.00
 - Facility rent for 10 months at Minneapolis location \$6,910.00
 - Landline telephone and service for 10 months for two (2) DOC staff and one (1) DEED staff \$1,000

- **TECHNOLOGY/SUPPLY COSTS-Not to exceed \$656.50**
 - Monthly cell phone service for one (1) DEED staff for 10 months \$656.50

- **~~OTHER COSTS-Not to exceed \$24,085.00~~**
 - Travel costs associated with one (1) DEED staff \$2,500.00.
 - Bus cards for participants \$6,700.
 - Indirect costs include administrative services such as human resources, legal services, accounting, fiscal services, Commissioner's office salaries and other various administrative overhead costs up to \$10,625.00.
 - Monthly MN IT for PC services and maintenance for three (3) PC's \$2,700.00.
 - Secure parking passes for one (1) DOC staff and (1) DEED staff at the St Paul location \$1,560.00.

- **PERSONNEL - Not to exceed \$87,500.00**
 - Hourly rate of \$29.18 plus fringe for one (1) DEED, staff as defined in sections 2.4A and 2.4B of the Agreement, for 10 months \$87,500.00

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**INTERAGENCY AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF HUMAN SERVICES AND
MINNESOTA DEPARTMENT OF CORRECTIONS**

THIS INTERAGENCY AGREEMENT, and amendments and supplements thereto ("Agreement"), is between the State of Minnesota, acting through its Department of Human Services, Health Care Administration ("DHS"), and the Minnesota Department of Corrections ("DOC").

RECITALS

WHEREAS, DHS and DOC are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, Subdivision 10;

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the parties will share and ensure the privacy and security of Protected Information, as defined in Attachment A of this Agreement;

WHEREAS, this Agreement covers Protected Information that will be shared by and between the Parties for the purposes described herein;

WHEREAS, both parties are "covered entities" in that, for purposes of this Agreement, DHS represents that it performs "covered functions" that make it a "health plan," and DOC represents that it performs "covered functions" that make it a "health care provider," as these terms are defined in and governed by Health Insurance Portability and Accountability Act (45 C.F.R. Parts 160, 162, and 164); and

WHEREAS, pursuant to 45 C.F.R. §§ 164.502(a)(1)(ii) and 164.506(c)(3) and (4), a covered entity may disclose protected health information to another covered entity or a health care provider for the payment activities of the entity that receives the information; and

WHEREAS, DOC represents that the information it seeks to obtain from DHS is necessary for DOC to conduct payment activities and population-based activities relating to improving health or reducing health care costs, for protocol development, for case management and care coordination, and for contacting of health care providers and patients with information about treatment alternatives.

WHEREAS, DOC and DHS agree that mutual coordination and administrative cooperation is required to ensure effective implementation of Sec. 6. Minnesota Statutes, section 256B.055, subdivision 14. This Interagency Agreement between DHS and DOC sets the parameters and business rules necessary for said implementation.

THEREFORE, the Parties agree as follows:

1. Duties.

1.1 DHS's Duties.

- A. DHS shall enroll eligible inmates of DOC into Medical Assistance (MA) pursuant to Minnesota Statutes, section 256B.055, subdivision 14, as necessary. The enrollment process for both DOC and non-DOC inmates, which DHS, in cooperation with DOC, may amend from time to time without amending this Agreement, is as follows:
1. The inmate is admitted to a hospital;
 2. After discharge from the hospital, the inmate and correctional facility staff person complete the Cover Letter and MNSure Application for Health Coverage and Help Paying Costs (form DHS-6696, hereinafter Application);
 3. The correctional facility staff person mails the completed Cover Letter, Application, and supporting evidence as instructed on the Cover Letter;
 4. DHS receives the Cover Letter and Application and enters Application data into eligibility system;
 5. Eligibility is determined;
 6. When the Cover Letter includes the inmate's release to do so, DHS notifies the correctional facility contact person on the Cover Letter, by either phone or fax, with the inmate's eligibility status and, if eligible, the inmate's MA identification (ID) number;
 7. Correctional facility staff notifies the hospital of the inmate's eligibility and, if eligible, gives the hospital the inmate's MA ID number; and
 8. Hospital bills DHS for services.
- B. DHS shall be responsible for administering Medical Assistance to enrolled inmates according to Medical Assistance laws, regulations, and policies.
- C. DHS shall give written notice (an invoice) to DOC for the non-federal share of claims paid by DHS on behalf of Medical Assistance enrollees pursuant to Minnesota Statutes, section 256B.055, subdivision 14. The written notice shall contain a total dollar amount billed for DOC inmates, and a total dollar amount billed for non-DOC inmates. The notice shall be provided:
1. For claims paid on a quarterly basis.
- D. DHS shall provide claims data using the Secure File Transfer Protocol (SFTP) server as the method for delivering Protected Information, as defined in Attachment A, to DOC for inpatient hospitalizations for DOC inmates. The claims data must be patient-specific and include the elements listed in Attachment B, which is attached and incorporated into this Agreement. DHS is responsible for ensuring that its users are properly trained and comply with the information security and privacy requirements described in this Agreement. The notice shall be provided:
1. For claims data related to hospitalizations, on a quarterly basis.
- E. On the invoice, DHS shall provide a summary of all DOC paid claims, on a quarterly basis, based on date of service summarized by month.

1.2 DOC's Duties.

- A. DOC shall transfer funds to DHS within 30 days from receipt of written notice, quarterly representing the non-federal share of claims paid by DHS on behalf of Medical Assistance enrollees pursuant to Minnesota Statutes, section 256B.055, subdivision 14.
- B. DOC is responsible for ensuring that its users are properly trained and that its users comply the information security and privacy requirements described in this Agreement.

2. Consideration and Terms of Payment.

2.1 Consideration. DOC shall reimburse DHS the full payment of the non-federal share for all claims submitted on behalf of Medical Assistance enrollees pursuant to Minnesota Statutes, section 256B.055, subdivision 14(c), including enrollees who are inmates of non-DOC detention facilities.

Upon DHS' notice, DOC shall pay DHS \$259.36 each quarter for claims data generated under Section 1.1(D) of this Agreement.

2.2 Terms of Payment. Payment shall be made by DOC as set forth above within 30 days after DHS has presented written notice to DOC. DOC shall transfer the payment via SWIFT accounting methodology setup between DOC and DHS.

- 3. **Conditions of Payment.** All services provided by DHS pursuant to this Agreement shall be performed in accord with state and federal laws.
- 4. **Terms of Agreement.** This Agreement shall be effective on **July 1, 2016** and shall remain in effect through **June 30, 2021**, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 5. **Cancellation.** This Agreement may be canceled by DHS or DOC at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, DHS shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- 6. **Authorized Representatives.** DHS's authorized representative for the purposes of administration of this Agreement is **Kim Carolan** or her successor. The DOC's authorized representative for the purposes of administration of this Agreement is **Nanette Larson** or her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.
- 7. **Assignment.** Neither DHS nor the DOC shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

8. **Amendments.** Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
9. **Liability.** DHS and DOC agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The PROVIDING AGENCY and the REQUESTING AGENCY liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.
10. **Information Privacy and Security.** Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" which is attached and incorporated into this Agreement as Attachment A, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.
11. **Other Provisions.** None.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby

APPROVED:

1. DEPARTMENT OF CORRECTIONS ENCUMBRANCE VERIFICATION

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

By: Eusebio Thomas

Date: 11/30/16

SWIFT Contract No: 118159

SWIFT PO #: 3-77043

2. DEPARTMENT OF HUMAN SERVICES

By: Michael Morcos

With delegated authority

Title: Assistant Commissioner

Date: 12/5/16

3. DEPARTMENT OF CORRECTIONS

By: Isawyeuk

With delegated authority

Title: Asst. Commissioner

Date: 12/9/16

Distribution:

DHS – fully executed contract

DOC – fully executed contract

ATTACHMENT A – DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT TERMS AND CONDITIONS

This Attachment sets forth the terms and conditions in which DHS will share data with and permit DOC to use or disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Data Practices Act under Minnesota Statutes, chapter 13, the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 (“HIPAA”) and other applicable laws.

RECITALS

The parties agree to comply with all applicable provisions of the Minnesota Data Practices Act, HIPAA, and any other state and federal statutes that apply to the Protected Information.

DHS is the primary state agency to help people meet their basic needs by providing or administering a variety of services for children, people with disabilities, and older Minnesotans; and

DHS and DOC are “covered entities” in that, for purposes of this Agreement, DHS represents that it performs “covered functions” that make it a “health plan,” and DOC represents that it performs “covered functions” that make it a “health care provider,” as these terms are defined in and governed by HIPAA under 45 C.F.R. Parts 160, 162, and 164; and

Under the Contract, DOC will be creating, receiving, maintaining, and transmitting Protected Information and Protected Health Information on behalf of STATE, including Minnesota Health Care Programs claims data for 2016 through the end of Contract.

DOC represents that the Protected Information it seeks to obtain from DHS under the Contract is necessary for DOC to conduct payment activities and population-based activities relating to improving health or reducing health care costs, for protocol development, for case management and care coordination, and for contacting of health care providers and patients with information about treatment alternatives.

DHS is permitted to share the Protected Information with DOC pursuant to 45 C.F.R. §§ 164.502(a)(1)(ii) and 164.506(c)(3), a covered entity may disclose protected health information to another covered entity or a health care provider for the payment activities of the entity that receives the information.

DOC represents that the protected health information it seeks to obtain from DHS is necessary for DOC to complete the types of health care operations activities described in 45 C.F.R. § 164.506(c)(4).

It is expressly agreed that DOC is a “business associate” of DHS, as defined by HIPAA under 45 C.F.R. § 160.103. The disclosure of protected health information to DOC that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i).

Minnesota Statutes, section 13.46, subdivision 1(c), allows DHS to enter into agreements to make the other entity part of the “Welfare System”. It is the intention that DOC be made part of the welfare system for the limited purpose described in the Contract and this Attachment; and

WHEREAS, pursuant to Minnesota Statutes, section 13.46, subdivision 2(a)(5), DHS is permitted to release private data on individuals to personnel of the welfare system who require the data to verify an individual's identity; amount of assistance, and the need to provide services to an individual or family across programs; and evaluate the effectiveness of programs.

DEFINITIONS

- A. "Agent" means DOC's employees, contractors, subcontractors, and other non-employees and representatives.
- B. "Applicable Safeguards" means the state and federal provisions listed in Section 2.1 of this Attachment.
- C. "Breach" means the acquisition, access, use, or disclosure of unsecured protected health information in a manner not permitted by HIPAA, which compromises the security or privacy of protected health information.
- D. "Business associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party in the Contract and this Attachment, shall mean DOC.
- E. "Contract" means the Interagency Agreement between DHS and DOC identified as IAK%118159
- F. "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.
- G. "HIPAA" means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.
- H. "Individual" means the person who is the subject of Protected Information.
- I. "Privacy incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.
- J. "Protected Information" means any information that is or will be used by DHS or DOC under the Contract that is protected by federal or state privacy laws, statutes, regulations or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, protected health information, as defined below, and Protected Information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- K. "Protected health information" is a subset of "individually identifiable health information" in accordance with 45 C.F.R. § 160.103, but for purposes of this Attachment refers only to that information that is received, created, maintained, or transmitted by DOC as a business associate on behalf of DHS. Protected health information is a specific subset of Protected Information as defined above.

- L. "Security incident" means the attempted or successful unauthorized use or the interference with system operations in an information management system or application. Security incident does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized use of Protected Information.
- M. "Use" or "used" means any activity by the parties during the duration of the Contract involving Protected Information including its creation, collection, access, use, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, disclosure, transmission, or destruction. Use includes any of these activities whether conducted manually or by electronic or computerized means.
- N. "User" means an agent of either party, who has been authorized to use Protected Information.

1. INFORMATION EXCHANGED

- 1.1 This Attachment governs the data that will be exchanged pursuant to DOC performing the services described in the Contract. The data exchanged under the Contract will include Medical Assistance Claims Data, as specified in Attachment B, which is attached and incorporated into this Agreement.
- 1.2 The data exchanges under the Contract is provided to DOC in order for DOC to conduct payment activities and population-based activities relating to improving health or reducing health care costs, for protocol development, for case management and care coordination, and for contacting of health care providers and patients with information about treatment alternatives.
- 1.3 DHS is permitted to share the Protected Information with DOC pursuant to the authorities set forth in the Recitals of the Contract and this Attachment.

2. INFORMATION PRIVACY AND SECURITY

DOC and DHS must comply with the Minnesota Government Data Practices Act, Minn. Stat. § 13, and the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 164.103, et seq., as it applies to all data provided by DHS under the Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by DOC under the Contract. The civil remedies of Minn. Stat. § 13.08 apply to DOC and DHS. Additionally, the remedies of HIPAA apply to the release of data governed by that Act.

2.1 Compliance with Applicable Safeguards.

- A. **State and Federal Safeguards.** The parties acknowledge that the Protected Information to be shared under the terms of the Contract may be subject to one of the following laws, statutes, regulations, rules, and standards, as applicable ("Applicable Safeguards"). The parties agree to comply with all rules, regulations and laws, including as amended or revised, applicable to the exchange, use and disclosure of data under the Contract.

1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA");
2. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
3. Minnesota Health Records Act (Minn. Stat. §144.291 - 144.298);
4. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);
5. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075);
6. U.S. Privacy Act of 1974;
7. Computer Matching Requirements (5 U.S.C. 552a);
8. Social Security Data Disclosure (section 1106 of the Social Security Act);
9. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook" Publication 3373);
10. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260); and
11. NIST Special Publication 800-53, Revision 4 (NIST.SP.800-53r4).

- B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend the Contract and this Attachment from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

2.2 DOC Data Responsibilities.

A. Use Limitation.

1. **Restrictions on Use and Disclosure of Protected Information.** Except as otherwise authorized in the Contract or this Attachment, DOC may only use or disclose Protected Information as necessary to provide the services to DHS as described herein, or as otherwise required by law, provided that such use or disclosure of Protected Information, if performed by DHS, would not violate the Contract, this Attachment, HIPAA, or other state and federal statutes or regulations that apply to the Protected Information.

- B. Individual Privacy Rights.** DOC shall ensure individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. **Complaints.** DOC shall work cooperatively with DHS to resolve complaints received from an individual; from an authorized representative; or from a state, federal, or other health oversight agency.
2. **Amendments to Protected Information Requested by Data Subject Generally.** Within ten (10) business days, DOC must forward to DHS any request to make any amendment(s) to Protected Information in order for DHS to satisfy its obligations under Minn. Stat. § 13.04, subd. 4. If the request to amend Protected Information pertains to Protected Health Information, then DOC must also make any amendment(s) to protected health information as directed or agreed to by DHS pursuant to 45 C.F.R. § 164.526 or otherwise act as necessary to satisfy DHS or

DOC's obligations under 45 C.F.R. § 164.526 (including, as applicable, protected health information in a designated record set).

C. Background Review and Reasonable Assurances Required of Agents.

1. **Reasonable Assurances.** DOC represents that, before its Agents are allowed to use or disclose Protected Information, DOC has conducted and documented a background review of such Agents sufficient to provide DOC with reasonable assurances that the Agent will comply with the terms of the Contract, this Attachment and Applicable Safeguards.
2. **Documentation.** DOC shall make available documentation required by this Section upon request by DHS.

D. Ongoing Responsibilities to Safeguard Protected Information.

1. **Privacy and Security Policies.** DOC shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards to ensure the privacy and security of the Protected Information.
2. **Electronic Protected Information.** DOC shall implement and maintain appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 (HIPAA Security Rule) with respect to electronic Protected Information, including electronic Protected Health Information, to prevent the use or disclosure other than as provided for by the Contract or this Attachment.
3. **Monitoring Agents.** DOC shall ensure that any contractor, subcontractor, or other agent to whom DOC discloses Protected Information on behalf of DHS, or whom DOC employs or retains to create, receive, use, store, disclose, or transmit Protected Information on behalf of DHS, agrees to the same restrictions and conditions that apply to DOC under the Contract and this Attachment with respect to such Protected Information, and in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2).
4. **Minimum Necessary Access to Protected Information.** DOC shall ensure that its Agents use only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.
5. **Training.** DOC shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.

E. Responding to Privacy Incidents, Security Incidents, and Breaches. DOC will comply with this Section for all Protected Information shared under the Contract. Additional obligations for specific kinds of Protected Information shared under the Contract are addressed in Section 2.2(F).

1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected privacy incident, security incident, or breach, DOC will mitigate, to the extent practicable,

any harmful effect of the privacy incident, security incident, or breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected individuals.

2. **Investigation.** Upon discovery of any actual or suspected privacy incident, security incident, or breach, DOC will investigate to (1) determine the root cause of the incident, (2) identify individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment and applicable law.
3. **Corrective action.** Upon identifying the root cause of any privacy incident, security incident, or breach, DOC will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, employee sanctions, or revising policies and procedures.
4. **Notification to individuals and others; costs incurred.**
 - a. **Protected Information.** DOC will determine whether notice to data subjects and/or any other external parties regarding any privacy incident or security incident is required by law. If such notice is required, DOC will comply with DHS's and DOC's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05 and 13.055.
 - b. **Protected Health Information.** If a privacy incident or security incident results in a breach of protected health information, as these terms are defined in this Attachment, then DOC will provide notice to individual data subjects under any applicable law requiring notification, including but not limited to providing notice as outlined in 45 C.F.R. § 164.404.
 - c. **Failure to notify.** If DOC fails to notify individual data subjects or other external parties under subparagraphs (a) and (b), then DOC will reimburse DHS for any costs incurred as a result of DOC's failure to provide notification.
5. **Obligation to report to DHS.** Upon discovery of a privacy incident, security incident, or breach, DOC will report to DHS in writing as specified in Section 2.2(F).
 - a. **Communication with authorized representative.** DOC will send any written reports to, and communicate and coordinate as necessary with, DHS's authorized representative.
 - b. **Cooperation of response.** DOC will cooperate with requests and instructions received from DHS regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the security incident, privacy incident, or breach.
 - c. **Information to respond to inquiries about an investigation.** DOC will, as soon as possible, but not later than forty-eight (48) hours after a request from DHS,

provide DHS with any reports or information requested by DHS related to an investigation of a security incident, privacy incident, or breach.

6. **Documentation.** DOC will document actions taken under paragraphs 1 through 5 of this Section, and provide such documentation to DHS upon request.

F. Reporting Privacy Incidents, Security Incidents, and Breaches. DHS will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. DHS will also comply with Section 2.2(E) above in responding to any privacy incident, security incident, or breach.

1. **Protected Health Information.** DOC will report breaches and security incidents involving protected health information to DHS and other external parties. DOC will notify DHS, in writing, of (1) any breach or suspected breach of protected health information; (2) any security incident; or (3) any violation of an individual's privacy rights as they involve protected health information created, received, maintained, or transmitted by DOC or its Agents on behalf of DHS.

- a. **Breach reporting.** DOC will report, in writing, any breach of protected health information to DHS within five (5) business days of discovery, in accordance with 45 C.F.R § 164.410.

Content of report to DHS. Reports to the authorized representative regarding breaches of protected health information will include:

1. Identities of the individuals whose unsecured Protected Health Information has been breached.
 2. Date of the breach and date of its discovery.
 3. Description of the steps taken to investigate the breach, mitigate its effects, and prevent future breaches.
 4. Sanctions imposed on members of DOC's workforce involved in the breach.
 5. Other available information that is required to be included in notification to the individual under 45 C.F.R. § 164.404(c).
 6. Statement that DOC has notified, or will notify, affected data subjects in accordance with 45 C.F.R. § 164.404.
- b. **Security incidents resulting in a breach.** DOC will report, in writing, any security incident that results in a breach, or suspected breach, of protected health information to DHS within five (5) business days of discovery, in accordance with 45 C.F.R § 164.314 and 45 C.F.R § 164.410.
 - c. **Security incidents that do not result in a breach.** DOC will report all security incidents that do not result in a breach, but involve systems maintaining protected health information created, received, maintained, or transmitted by DOC or its Agents on behalf of DHS, to DHS on a monthly basis, in accordance with 45 C.F.R § 164.314.

- d. **Other violations.** DOC will report any other violation of an individual's privacy rights as it pertains to protected health information to DHS within five (5) business days of discovery. This includes, but is not limited to, violations of HIPAA data access or complaint provisions.
 - e. **Reporting to other external parties.** DOC will report all breaches of protected health information to the federal Department of Health and Human Services, as specified under 45 C.F.R 164.408. If a breach of protected health information involves 500 or more individuals:
 - 1. DOC will immediately notify DHS.
 - 2. DOC will report to the news media and federal Department of Health and Human Services in accordance with 45 C.F.R. §§ 164.406-408.
2. **Other Protected Information.** DOC will report all other privacy incidents and security incidents to DHS.
- a. **Initial report.** DOC will report all other privacy and security incidents to DHS, in writing, within five (5) days of discovery. If DOC is unable to complete its investigation of, and response to, a privacy incident or security incident within five (5) days of discovery, then DOC will provide DHS with all information under Section 2.2(E)(1)-(4), of this Attachment that are available to DOC at the time of the initial report.
 - b. **Final report.** DOC will, upon completion of its investigation of and response to a privacy incident or security incident, or upon DHS's request in accordance with Section 2.2(E)(5) submit in writing a report to DHS documenting all actions taken under Section 2.2(E)(1)-(4), of this Attachment.
- G. **Designated Record Set—Protected Health Information.** If, on behalf of DHS, DOC maintains a complete or partial designated record set, as defined in 45 C.F.R. § 164.501, upon request by DHS, DOC shall:
- 1. Provide the means for an individual to access, inspect, or receive copies of the individual's Protected Health Information.
 - 2. Provide the means for an individual to make an amendment to the individual's Protected Health Information.
 - 3. Provide the means for access and amendment in the time and manner that complies with HIPAA or as otherwise directed by DHS.
- H. **Access to Books and Records, Security Audits, and Remediation.** DOC shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Contract and this Attachment.
- 1. DOC represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this

Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with DOC. DOC will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.

2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, subd. 1(a) and 2(a).
 3. DOC agrees to make its internal practices, books, and records related to its obligations under the Contract and this Attachment available to DHS or a DHS designee upon DHS's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine DOC's or DHS's compliance with Applicable Safeguards, the terms of this Attachment and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United States Department of Health and Human Services.
 4. DOC will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by DHS or other authorized government official(s), in a commercially reasonable timeframe.
- I. **Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by DOC, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by DOC for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with Section 2.6 of this Attachment.
- DOC shall document disclosures of Protected Health Information made by DOC that are subject to the accounting of disclosure requirement described in 45 C.R.F. 164.528, and shall provide to DHS such documentation in a time and manner designated by DHS at the time of the request.
- J. **Requests for Disclosure of Protected Information.** If DOC or one of its Agents receives a request to disclose Protected Information, DOC shall inform DHS of the request and coordinate the appropriate response with DHS. If DOC discloses Protected Information after coordination of a response with DHS, it shall document the authority used to authorize the disclosure, the information disclosed, the name of the receiving party, and the date of disclosure. All such documentation shall be maintained for the term of the Contract and shall be produced upon demand by DHS.
- K. **Conflicting Provisions.** DOC shall comply with all applicable provisions of HIPAA and with the Contract and this Attachment. To extent that the parties determine, following consultation, that the terms of this Attachment are less stringent than the Applicable Safeguards, DOC must comply with the Applicable Safeguards. In the event of any conflict

in the requirements of the Applicable Safeguards, DOC must comply with the most stringent Applicable Safeguard.

- L. **Data Availability.** DOC, or any entity with legal control of any Protected Information provided by DHS, shall make any and all Protected Information under the Contract and this Attachment available to DHS upon request within a reasonable time as is necessary for DHS to comply with applicable law.

2.3 Data Security.

- A. **DHS Information Management System Access.** If DHS grants DOC access to Protected Information maintained in a DHS information management system (including a DHS "legacy" system) or in any other DHS application, computer, or storage device of any kind, then DOC agrees to comply with any additional system- or application-specific requirements as directed by DHS.
- B. **Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; 800-113, Guide to SSL VPNs, or others methods validated under Federal Information Processing Standards (FIPS) 140-2.
- C. **Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, Guide to Storage Encryption Technologies for End User Devices.

2.4 DOC Permitted Uses and Responsibilities.

- A. **Management and Administration.** Except as otherwise limited in the Contract or this Attachment, DOC may:
 - 1. Use Protected Health Information for the proper management and administration of DOC or to carry out the legal responsibilities of DOC.
 - 2. Disclose Protected Health Information for the proper management and administration of DOC, provided that:
 - a. The disclosure is required by law; or
 - b. The disclosure is required to perform the services provided to or on behalf of DHS or the disclosure is otherwise authorized by DHS, and DOC:
 - i. Obtains reasonable assurances, in the form of a data sharing agreement, from the entity to whom the Protected Health Information will be disclosed that the Protected Health Information will remain confidential, and will not be used or disclosed other than for the contracted services or the authorized purposes; and

- ii. DOC requires the entity to whom Protected Health Information is disclosed to notify DOC of any compromise to the confidentiality of Protected Health Information of which it becomes aware.

- B. **Notice of Privacy Practices.** If DOC's duties and responsibilities require it, on behalf of DHS, to obtain individually identifiable health information from individual(s), then DOC shall, before obtaining the information, confer with DOC to ensure that any required Notice of Privacy Practices includes the appropriate terms and provisions.
- C. **De-identify Protected Health Information.** DOC may use Protected Health Information to create de-identified Protected Health Information provided that DOC complies with the de-identification methods specified in 45 C.F.R. § 164.514.
- D. **Aggregate Protected Health Information.** DOC may use Protected Health Information to perform data aggregation services for DHS. The use of Protected Health Information by DOC to perform data analysis or aggregation for parties other than DHS must be expressly approve by DHS.

2.5 DHS Data Responsibilities

- A. DHS shall disclose Protected Information only as authorized by law to DOC for its use or disclosure.
- B. DHS shall obtain any consents or authorizations that may be necessary for it to disclose Protected Information with DOC.
- C. DHS shall notify DOC of any limitations that apply to DHS's use and disclosure of Protected Information that would also limit the use or disclosure of Protected Information by DOC.
- D. DHS shall refrain from requesting DOC to use or disclose Protected Information in a manner that would violate applicable law or would be impermissible if the use or disclosure were performed by DHS.

2.6 Obligations of DOC Upon Expiration or Cancellation of the Contract._ Upon expiration or termination of the Contract for any reason:

- A. DOC shall retain only that Protected Health Information which is necessary for DOC to continue its proper management and administration or to carry out its legal responsibilities, and maintain appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information to prevent the impermissible use or disclosure of any retained Protected Health Information for as long as DOC retains the Protected Health Information.
- B. For all other Protected Information, in compliance with the procedures found in the Applicable Safeguards listed in Section 2.1, or as otherwise required by applicable industry standards, or directed by DHS, DOC shall immediately, destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to

DHS all Protected Information that it still maintains.

- C. DOC shall ensure and document that the same action is taken for all Protected Information shared by DHS that may be in the possession of its contractors, subcontractors, or agents. DOC and its contractors, subcontractors, or agents shall not retain copies of any Protected Information.
- D. In the event that DOC cannot reasonably or does not return or destroy Protected Information, it shall notify DHS of the specific laws, rules or policies and specific circumstances applicable to its retention, and continue to extend the protections of the Contract and this Attachment and take all measures possible to limit further uses and disclosures of the client data for so long as DOC or its contractors, subcontractors, or agents maintain the Protected Information.
- E. DOC shall document and verify in a report to DHS the disposition of Protected Information. The report shall include at a minimum the following information:
 - 1. A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;
 - 2. The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to DHS; and
 - 3. The identity of organization name (if different than DOC), and name, address, and phone number, and signature of individual, that performed the activities required by this Section.
- F. Documentation required by this Section shall be made available upon demand by DHS.
- G. Any costs incurred by DOC in fulfilling its obligations under this Section will be the sole responsibility of DOC.

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Attachment B - Data Request Specifications

Schedule of Deliverables

Claims data extracts will be provided to the MN Department of Corrections (DOC) on a quarterly basis, aligned with MN Department of Human Services (DHS) quarterly invoicing of DOC.

Population Definition

Data will be limited to claims related to inpatient hospital stays (including inpatient facility claims and professional or dental services claims) for DOC inmates. Professional and dental service claims will only be provided if the service date on the claim is within the date range of an inpatient hospital stay.

Claims Data Elements

Data elements will be provided in separate files, which can be linked by unique person and claim identifiers.

File 1: Recipient Data

Data Element Name	Data Element Description	Comments
RecipientID	MHCP Recipient ID	Unique person identifier
NameLast	Last name of recipient	
NameFirst	First name of recipient	
NameMI	Middle initial of recipient	
NameSuffix	Name suffix of recipient (e.g. Jr.)	

File 2: Provider Data

Data Element Name	Data Element Description	Comments
ProviderID	DHS provider identification number	Unique provider identifier
ProviderFEIN	Provider Federal Tax Identification Number	
ProviderType	DHS provider type classification	Data dictionary provided separately
ProviderName	Provider name as it appears in DHS system	

File 3: Inpatient facility claim headers

Data Element Name	Data Element Description	Comments
TCN	Transaction Control Number	Unique claim identifier
RecipientID	MHCP Recipient ID	Unique person identifier
PaytoProviderNumber	DHS provider identification number (ProviderID)	Unique provider identifier
PaytoProviderNPI	National Provider Identifier (NPI)	Billing provider NPI from claim
PaytoProviderType	DHS provider type classification	
PaytoTaxonomyCode	Provider taxonomy code	Taxonomy code from claim if available
DRGNumber	Diagnosis Related Group number	
FirstDiagnosisCode	First diagnosis code submitted on claim	
AdmissionDate	Admission date on claim	
ServiceDateFrom	First date of service on claim	
ServiceDateTo	Last date of service on claim (discharge date)	
WarrantDate	Date claim was paid	
ReimbursementAmount	Amount paid on claim	
TotalClaimCharge	Submitted billed charges	

File 4: Inpatient facility procedure codes

Data Element Name	Data Element Description	Comments
TCN	Transaction Control Number	Unique claim identifier
ICD9_ProcCode	ICD-9-CM procedure code	
ICD9_ProcSequence	Indicates order of submission of procedure codes on claim	

File 5: Inpatient facility revenue codes

Data Element Name	Data Element Description	Comments
TCN	Transaction Control Number	Unique claim identifier
RevenueCode	Revenue code submitted on claim	
ClaimLineNo		
UnitsSubmitted	Number of units submitted for this code	

File 6: Professional and dental claims (header and line data)

Data Element Name	Data Element Description	Comments
TCN	Transaction Control Number	Unique claim identifier
ClaimLineNo		
RecipientID	MHCP Recipient ID	Unique person identifier
PaytoProviderNumber	DHS provider identification number (ProviderID)	Unique provider identifier
PaytoProviderNPI	National Provider Identifier (NPI)	Billing provider NPI from claim
PaytoProviderType	DHS provider type classification	
PaytoTaxonomyCode	Provider taxonomy code	Taxonomy code from claim if available
FirstDiagnosisCode	First diagnosis code submitted on claim	
ServiceDateFrom	First date of service on claim	
ServiceDateTo	Last date of service on claim	
WarrantDate	Date claim was paid	
ProcedureCode	Procedure code on claim line	
ProcedureCodeMod	First modifier for procedure code on line	If applicable
ProcedureCodeMod2	Second modifier for procedure code on line	If applicable
ProcedureCodeMod3	Third modifier for procedure code on line	If applicable
ProcedureCodeMod4	Fourth modifier for procedure code on line	If applicable
LineReimburseAmount	Amount paid on claim line	
LineSubmittedCharge	Submitted billed charges for claim line	
UnitsSubmitted	Units submitted for claim line	
UnitsPaid	Units paid for claim line	