

November 23, 2022

**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 the Department of Corrections submit an annual 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 2022, the Department of Corrections (DOC) had 69 transfers with a cumulative value of more than \$100,000, totaling \$33,027,566. Attached are PDF documents that list 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 2022, DOC had 6 interagency and service level agreements with a cumulative value of more than \$100,000, for a total amount of \$28,602,705. These agreements were made with the MN IT Services, the Minnesota Attorney General, the Minnesota Supreme Court, the Minnesota Department of Human Services, Minnesota Management and Budget and the

Minnesota Department of Public Safety. the enclosed PDF lists enumerate the agreements DOC had in FY 2022. 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. If you have any questions, please do not hesitate to reach out to Emily Lefholz, DOC Legislative Director, at 651-342-2385.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Schnell', followed by a long horizontal flourish.

Paul Schnell, Commissioner  
Minnesota Department of Corrections

Enclosures

cc: Emily Lefholz

Minnesota Department of Corrections  
FY 2022 Transfers  
October 17, 2022

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	P781010	MCF-SCL Operations	(1,258,200)	DOC	General	P784210	Institution Support Services	1,258,200	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P781110	MCF-STW Operations	(1,587,604)	DOC	General	P784210	Institution Support Services	1,587,604	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P781210	MCF-LL Operations	(1,400,195)	DOC	General	P784210	Institution Support Services	1,400,195	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P781310	MCF-OPH Operations	(349,614)	DOC	General	P784110	Health Services	349,614	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P781310	MCF-OPH Operations	(236,100)	DOC	General	P784210	Institution Support Services	236,100	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P781410	MCF-ML Operations	(152,660)	DOC	General	P784110	Health Services	152,660	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P781410	MCF-ML Operations	(643,200)	DOC	General	P784210	Institution Support Services	643,200	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P781510	MCF-FRB Operations	(1,155,426)	DOC	General	P784210	Institution Support Services	1,155,426	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P781610	MCF-WR-CIP Operations	(178,100)	DOC	General	P784210	Institution Support Services	178,100	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P781710	MCF-RC Operations	(204,710)	DOC	General	P784110	Health Services	204,710	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P781710	MCF-RC Operations	(380,900)	DOC	General	P784210	Institution Support Services	380,900	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P781810	MCF-Togo-CIP-Male Operations	(217,000)	DOC	General	P781610	MCF-WR-CIP Operations	217,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P781810	MCF-Togo-CIP-Male Operations	(126,790)	DOC	General	P784110	Health Services	126,790	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	

Minnesota Department of Corrections  
FY 2022 Transfers  
October 17, 2022

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	P782010	MCF-SHK Operations	(100,000)	DOC	General	P782210	MCF-SHK-CIP Operations	100,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002
DOC	General	P782010	MCF-SHK Operations	(1,244,504)	DOC	General	P784210	Institution Support Services	1,244,504	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002
DOC	General	P784010	Education	(188,000)	DOC	General	P784130	Sex Offender Treatment	188,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002
DOC	General	P784010	Education	(295,625)	DOC	General	P784210	Institution Support Services	295,625	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002
DOC	General	P784110	Health Services	(1,039,691)	DHS	General	H551309	33 Medical Assistance Grants	1,039,691	State costs of medical assistance for inmates with inpatient claims.	MS 256B.04, Subd. 23
DOC	General	P784110	Health Services	(189,000)	DOC	General	P784126	Mental Health Services	189,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002
DOC	General	P784110	Health Services	(578,100)	DOC	General	P784128	Nursing and Dental Services	578,100	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002
DOC	General	P784110	Health Services	(850,000)	DOC	General	P784210	Institution Support Services	850,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002
DOC	General	P784126	Mental Health Services	(159,238)	DOC	General	P784128	Nursing and Dental Services	159,238	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002
DOC	General	P784127	Substance Use Order Treatment	(178,206)	DOC	General	P784128	Nursing and Dental Services	178,206	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002
DOC	General	P784128	Nursing and Dental Services	(720,000)	DOC	General	P784110	Health Services	720,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002
DOC	General	P784130	Sex Offender Treatment	(184,313)	DOC	General	P784210	Institution Support Services	184,313	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002
DOC	General	P784210	Institution Support Services	(225,000)	DOC	General	P781110	MCF-STW Operations	225,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002

Minnesota Department of Corrections  
FY 2022 Transfers  
October 17, 2022

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	(145,000)	DOC	General	P781210	MCF-LL Operations	145,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784210	Institution Support Services	(368,040)	DOC	General	P781510	MCF-FRB Operations	368,040	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784210	Institution Support Services	(2,287,887)	DOC	General	P784110	Health Services	2,287,887	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784210	Institution Support Services	(296,900)	DOC	General	P784126	Mental Health Services	296,900	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784210	Institution Support Services	(155,000)	DOC	General	P784127	Substance Use Order Treatment	155,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784210	Institution Support Services	(525,100)	DOC	General	P784128	Nursing and Dental Services	525,100	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784210	Institution Support Services	(345,000)	DOC	General	P784260	Facility Asset & Property Mgmt	345,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784211	Offender Records-ISS	(148,114)	DOC	General	P784210	Institution Support Services	148,114	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784211	Offender Records-ISS	(145,000)	DOC	General	P784410	Transportation	145,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	Restrict Misc Special Revenue	P784241	Aid to Victims of Crime	(360,406)	DPS	Restrict Misc Special Revenue	P076512	Inmate Restitution	360,406	Crime Victims Reparations Board contributions.	MS 611A.612	
DOC	General	P784260	Facility Asset & Property Mgmt	(1,400,000)	DOC	General	P784210	Institution Support Services	1,400,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784310	Office of Special Investigatns	(153,000)	DOC	General	P784110	Health Services	153,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784310	Office of Special Investigatns	(358,000)	DOC	General	P784127	Substance Use Order Treatment	358,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784311	Fugitive Apprehension Unit	(183,000)	DOC	General	P784310	Office of Special Investigatns	183,000	Transfer base funding increase into the base budget.	211 011 08 002 001, 211 011 01 017 002	

Minnesota Department of Corrections  
FY 2022 Transfers  
October 17, 2022

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	P784312	OSI Law Enforcement Salary Inc	(209,000)	DOC	General	P784310	Office of Special Investigatns	209,000	Transfer base funding increase into the base budget.	211 011 08 001 001, 211 011 01 017 002	
DOC	General	P784710	Specialized Release Planning	(2,512,924)	DOC	General	P784110	Health Services	2,512,924	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784720	Capacity Management	(300,000)	DOC	General	P784110	Health Services	300,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	General	P784720	Capacity Management	(1,231,400)	DOC	General	P784128	Nursing and Dental Services	1,231,400	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	211 011 01 017 002	
DOC	Correctional Industries	P785027	MINNCOR Inmate Confinement	(1,500,000)	DOC	Correctional Industries	P785026	MINNCOR Revolving	1,500,000	Transfer to cover projected cash shortage for 4th quarter operations.	MS 243.23, MS 241.27, Subd. 2	
DOC	General	P786010	Probation & Supervised Release	(286,000)	DOC	General	P787211	Community Correction Act	286,000	Transfer for Nicollet County moving from County Probation Officer to Community Corrections Act subsidy.	211 011 01 017 003	
DOC	General	P786011	Supervision Services	(1,170,000)	DOC	General	P786010	Probation & Supervised Release	1,170,000	Transfer base funding increase into the base budget.	211 011 01 017 03C, 211 011 01 017 003	
DOC	General	P786410	Reentry Services	(332,821)	DOC	General	P786010	Probation & Supervised Release	332,821	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	211 011 01 017 003	
DOC	General	P786410	Reentry Services	(188,883)	DOC	General	P786110	Special Supervision	188,883	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	211 011 01 017 003	
DOC	General	P787210	Pass Thru Grants & Subsidies	(278,000)	DOC	General	P787211	Community Correction Act	278,000	Transfer for Nicollet County moving from County Probation Officer to Community Corrections Act subsidy.	211 011 01 017 003	
DOC	General	P787212	Grants/Subsidy/Offender Suprt	(398,867)	DOC	General	P786810	Instn Comm Svcs Work Crews	398,867	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	211 011 01 017 003	
DOC	General	P787213	Community Corrections Act Incr	(1,220,000)	DOC	General	P787211	Community Correction Act	1,220,000	Transfer base funding increase into the base budget.	211 011 01 017 03A, 211 011 01 017 003	
DOC	General	P787214	County Probation Officers Incr	(101,000)	DOC	General	P787210	Pass Thru Grants & Subsidies	101,000	Transfer base funding increase into the base budget.	211 011 01 017 03B, 211 011 01 017 003	
DOC	General	P787310	Program Support & Evaluation	(212,563)	DOC	General	P786010	Probation & Supervised Release	212,563	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	211 011 01 017 003	
DOC	General	P787310	Program Support & Evaluation	(160,000)	DOC	General	P787220	Alternatives to Incarceration	160,000	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	211 011 01 017 003	

Minnesota Department of Corrections  
FY 2022 Transfers  
October 17, 2022

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	P788010	Employee Development	(112,478)	DOC	General	P788110	Financial Services	112,478	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004	
DOC	General	P788010	Employee Development	(125,820)	DOC	General	P788510	Operations Support Services	125,820	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004	
DOC	General	P788010	Employee Development	(100,000)	DOC	General	P788514	Communications	100,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004	
DOC	General	P788210	Human Resources	(248,361)	DOC	General	P788110	Financial Services	248,361	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004	
DOC	General	P788210	Human Resources	(180,000)	DOC	General	P788310	Information & Technology	180,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004	
DOC	General	P788510	Operations Support Services	(154,000)	GOV	Other Misc Special Revenue	G391300	Governor's Spec Revenue Fund	154,000	Pay for Governor's Office services	MS 471.59	
DOC	General	P788510	Operations Support Services	(110,200)	DOC	General	P788514	Communications	110,200	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004	
DOC	General	P788510	Operations Support Services	(232,000)	DOC	General	P788610	Policy & Legal Services	232,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004	
DOC	General	P788510	Operations Support Services	(101,000)	DOC	General	P788910	Victim Services	101,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004	
DOC	General	P788610	Policy & Legal Services	(220,721)	DOC	General	P788510	Operations Support Services	220,721	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004	
DOC	General	P788810	Offender Records	(192,058)	DOC	General	P788510	Operations Support Services	192,058	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004	
DOC	General	P788910	Victim Services	(107,860)	DOC	General	P788510	Operations Support Services	107,860	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004	
DOC	General	P789010	Inspection and Enforcement	(135,399)	DOC	General	P788510	Operations Support Services	135,399	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004	

Minnesota Department of Corrections  
FY 2022 Transfers  
October 17, 2022

69  
70

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	P789110	Office of Prof Accountability	(193,588)	DOC	General	P788510	Operations Support Services	193,588	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	211 011 01 017 004
TOTAL				(33,027,566)					33,027,566		

## Minnesota Department of Corrections

## FY 2022 Interagency Agreements and Service Level Agreements

October 17, 2022

[illegible]

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT BETWEEN THE  
MINNESOTA DEPARTMENT OF CORRECTIONS  
AND OFFICE OF THE ATTORNEY GENERAL  
FOR FY 2022 AND FY 2023**

**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 2022 and FY 2023 is estimated by AGO and the Department to be \$1,198,800 (AGO share \$599,400 and Department share \$599,400) for FY 2022 and \$1,198,800 (AGO share \$599,400 and Department share \$599,400 ) for FY 2023. 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 \$148.00 for attorney services and \$89.00 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 6, the total cost of all legal services will not exceed the amount set above, except that AGO billings for legal services may exceed the budgeted amount by up to 5% without requiring an amendment to this Agreement, and DOC agrees to transfer that amount if necessary to pay for AGO billings for legal services.
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 50 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, 2021.
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 2 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. 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 2 complete pay periods. Billing reports may contain 3 complete pay periods in certain months or less than 2 complete pay periods at the beginning and end of the fiscal year. The AGO will provide each report to the Department not later than 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 Litigation Expense form and forward a copy to the Department before special expenses or obligations are incurred.
6. **Estimated Amount:** 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 allocate resources

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.


7. **Litigation Holds:** The Department will manage litigation holds associated with legal work performed for it by the AGO and will provide documents and data needed by the AGO for the legal work.
8. **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.
9. **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, General Counsel.

**APPROVED:**

**MINNESOTA DEPARTMENT OF  
CORRECTIONS**

By:   
 Title: Chief General Counsel  
 Date: June 30, 2021


**OFFICE OF THE ATTORNEY  
GENERAL**

By:   
 Title: Asst. Atty. General  
 Date: 6-30-21

**MINNESOTA MANAGEMENT AND  
BUDGET**

By: Britta Reitan Digitally signed by Britta Reitan  
Date: 2021.07.15 09:41:26 -05'00'  
 Title: Deputy  
 Date: July 15, 2021

**Minnesota Department of Corrections**

By:   
 Title: Deputy Commissioner  
 Date: 9/14/2021

#4948327-v1



# State of Minnesota

## Interagency Agreement

SWIFT Contract No.: C-196402

---

This Interagency Agreement ("Agreement") is between the Minnesota Department of Corrections (DOC) and Minnesota Department of Human Services, Health Care Administration (DHS).

### Agreement

---

#### 1. Term of Agreement

- 1.1 Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Scope of Work

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 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:

- I The inmate is admitted to a hospital;
- II 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);
- III The correctional facility staff person mails the completed Cover Letter, Application, and supporting evidence as instructed on the Cover Letter;
- IV DHS receives the Cover Letter and Application and enters Application data into eligibility system;
- V Eligibility is determined;
- VI 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;
- VII Correctional facility staff notifies the hospital of the inmate's eligibility and, if eligible, gives the hospital the inmate's MA ID number; and
- VIII 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:
  - I 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:
  - I 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 2568.055, 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 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 2568.055, 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.(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.

3.1 All services provided by MN Department of Human Services (DHS) under this Agreement must be performed to MN Department of Corrections (DOC)'s satisfaction, as determined at the sole discretion of MN Department of Corrections (DOC)'s Authorized Representative.

**4. Authorized Representative.**

**4.1** MN Department of Corrections (DOC)'s Authorized Representative is Nanette Larson, Assistant Commissioner, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108-5219, 651-361-7280, or his/her successor or delegate.

**4.2** MN Department of Human Services (DHS)'s Authorized Representative is Karen Giusto, Health Care Eligibility Policy Manager, 540 Cedar Street, St. Paul, MN 55101, 651-431-2313 or his/her successor or delegate.

**5. 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.

**6. 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. Each party will be responsible for its own acts and behaviors and the results thereof.

**7. Termination.**

Either party may terminate this agreement at any time, with or without cause, upon 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.

**8. Information Privacy and Security.**

Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associates 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 agreement upon amendments to the Data Sharing Agreement and Business Associate Agreement.

**9. Other Provisions.**

**None.**

**1. State Encumbrance Verification**

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

Print Name: DocuSigned by: Blair Bjerkeset  
Signature: 8CCC78BDC59A473...  
Title: Accounting Officer Senior Date: 6/30/2021  
SWIFT Contract No. 196402 PO 3-136072

**2. Minnesota Department of Human Services**

*With delegated authority*

Print Name: DocuSigned by: Karen Giusto  
Signature: 89484E6460DD46F...  
Title: Health Care Eligibility Policy Manager Date: 7/2/2021

**3. Minnesota Department of Corrections**

*With delegated authority*

Print Name: DocuSigned by: Curtis Shanklin  
Signature: 3449B1EDDB4549A...  
Title: Deputy Commissioner Date: 7/2/2021

## 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 I(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)(S), 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**

- i. "Agent" means DOC's employees, contractors, subcontractors, and other non-employees and representatives.
- ii. "Applicable Safeguards" means the state and federal provisions listed in Section 2.1 of this Attachment.
- iii. "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.
- iv. "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.
- v. "Contract" means the Interagency Agreement between DHS and DOC.
- vi. "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.
- vii. "HIPAA" means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.
- viii. "Individual" means the person who is the subject of Protected Information.
- ix. "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.
- x. "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.

- xi. "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.
- xii. "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.
- xiii. "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.
- xiv. "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 ["HIPM"], 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 HIPM 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.
- I** Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA");
  - II** Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
  - III** Minnesota Health Records Act (Minn. Stat. §144.291- 144.298);
  - IV** Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);
  - V** Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075);
  - VI** U.S. Privacy Act of 1974;
  - VII** Computer Matching Requirements (5 U.S.C. 552a);
  - VIII** Social Security Data Disclosure (section 1106 of the Social Security Act);
  - IX** Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook" Publication 3373);
  - X** Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260); and
  - XI** 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 Limitations**
- I 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;
- I 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.
  - II 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.**
- I 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.
  - II Documentation.** DOC shall make available documentation required by this Section upon request by DHS.
- D Ongoing Responsibilities to Safeguard Protected Information.**
- I 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
  - II 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.

- III 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).
- IV 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.
- V Training.** DOC shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.
- 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).
- I 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
- II 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.
- III 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.
- IV 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.

V **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.

VI **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.

I **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:

- i Identities of the individuals whose unsecured Protected Health Information has been breached.
  - ii Date of the breach and date of its discovery.
  - iii Description of the steps taken to investigate the breach, mitigate its effects, and prevent future breaches.
  - iv Sanctions imposed on members of DOC's workforce involved in the breach.
  - v Other available information that is required to be included in notification to the individual under 45 C.F.R. § 164.404(c).
  - vi 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 HIPM 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:

- i DOC will immediately notify DHS.
- ii 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.

II **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:

- i. Provide the means for an individual to access, inspect, or receive copies of the individual's Protected Health Information.
  - ii. Provide the means for an individual to make an amendment to the individual's Protected Health Information.
  - iii. 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.
- i. 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.

- ii. 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).
  - iii. 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.
  - iv. 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.F.R. 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, QOC may:
  - I Use Protected Health Information for the proper management and administration of DOC or to carry out the legal responsibilities of DOC.

II 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:

- I 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;
  - II The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to DHS; and
  - III 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

## 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**

<b>Data Element Name</b>	<b>Data Element Description</b>	<b>Comments</b>
Recipient ID:	MHCP Recipient ID	Unique person identifier
Name last:	Last name of recipient	
Name First:	First name of recipient	
Name MI:	Middle initial of recipient	
Name Suffix:	Name suffix of recipient (e.g. Jr.)	

#### **File 2: Provider Data**

<b>Data Element Name</b>	<b>Data Element Description</b>	<b>Comments</b>
Provider ID:	DHS provider identification number	Unique provider identifier
Provider FEIN:	Provider Federal Tax Identification Number	
Provider Type:	DHS provider type classification	Data dictionary provided separately
Provider Name:	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
Recipient ID:	MHCP Recipient ID	Unique person identifier
Pay to Provider Number:	DHS provider identification number(Provider ID)	Unique provider identifier
Pay to Provider NPI:	National Provider Identifier (NPI)	,Billing provider NPI from claim
Pay to Provider Type:	DHS provider type classification	
Pay to Taxonomy Code:	Provider taxonomy code	Taxonomy code from claim if available
DRG Number:	Diagnosis Related Group number	
First Diagnosis Code:	First diagnosis code submitted on claim	
Admission Date:	Admission date on claim	..
Service Date From:	First date of service on claim	
Service Date To:	Last date of service on claim (discharge date)	
Warrant Date:	Date claim was paid	
Reimbursement Amount:	Amount paid on claim	
Total Claim Charge:	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
Revenue Code:	Revenue code submitted on claim	
Claim line No:		
Units Submitted:	Number of units submitted for this code	

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

<b>Data Element Name</b>	<b>Data Element Description</b>	<b>Comments</b>
TCN:	Transaction Control Number	Unique claim identifier
Claim line No:		
Recipient ID:	MHCP Recipient ID	Unique person identifier
Pay to Provider Number:	DHS provider identification number(Provider ID)	Unique provider identifier
Pay to Provider NPI:	National Provider Identifier (NPI)	Billing provider NPI fromclaim
Pay to Provider Type:	DHS provider type classification	
Pay to Taxonomy Code:	Provider taxonomy code	Taxonomy code fromclaim if available
First Diagnosis Code:	First diagnosis code submitted on claim	-
Service Date From:	First date of service on claim	
Service Date To:	Last date of service on claim	
Warrant Date:	Date claim was paid	
Procedure Code:	Procedure code on claim line	
Procedure Code Mod:	First modifier for procedure code on line	If applicable
Procedure Code Mod2:	Second modifier for procedure code on line	If applicable
Procedure Code Mod3:	Third modifier for procedure code on line	If applicable
Procedure Code Mod4:	Fourth modifier for procedure code on line	If applicable
Line Reimburse Amount:	Amount paid on claim line	
Line Submitted Charge:	Submitted billed charges for claim line	
Units Submitted:	Units submitted for claim line	
Units Paid:	Units paid for claim line	



# State of Minnesota Interagency Agreement Radio and Mobile Communication Services

This Agreement is between the Minnesota Department of Public Safety, acting through the Minnesota State Patrol ("MSP"), and the Minnesota Department of Corrections ("DOC").

## Agreement

### 1 Term of Agreement

- 1.1 Effective Date. July 1<sup>st</sup>, 2020, or the date the State obtains all required signatures as required by Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration Date. June 30<sup>th</sup>, 2025.

### 2 Scope of Work

#### 2.1 MSP Duties. MSP will:

- 2.1.1 Operate and maintain a radio communications broadcast system for the primary purpose of providing emergency or anticipated high-risk dispatching services. Such radio communications broadcast system shall be made available and accessible by MSP to DOC Intensive Supervisory Release ("ISR") agents and their respective supervisors.
- 2.1.2 Provide emergency or anticipated high-risk dispatching services as they arise and on an as-needed basis, such services to exclude dispatching services for routine dispatching communication.
- 2.1.3 Make available to DOC ISR agents and their supervisors the same joint use and right to dispatching services that are provided to law enforcement personnel of the MSP.
- 2.1.4 Assist in the installation of the State's Mobile for Public Safety ("MPS") system software onto DOC's laptop computers, and provide DOC access to the MPS system through software purchased by the DOC.
- 2.1.5 Implement contract protocols, as agreed, to consistently operate in all dispatch locations.

#### 2.2 DOC Duties. DOC will:

- 2.2.1 Provide, install, operate and maintain mobile voice radio communications hardware equipment that conforms to specifications provided by the MSP and the MPS vendor as identified in Exhibit A which is attached and incorporated into this Agreement.
  - 2.2.1.1 DOC shall purchase its own mobile voice radio communications equipment and MSP shall have no ownership interest in the equipment purchased, operated or maintained by DOC.
  - 2.2.1.2 Install and maintain equipment in all vehicles that will use the State's MPS system.
  - 2.2.1.3 Maintain the system administration user identification ("User ID") for all DOC computer laptops installed with the State's MPS system software and provide the State's Information Technology (IT) staff access to the DOC laptop computers as required for installing the State's MPS system software onto the DOC laptops. The DOC system administrator's password must be a strong password composed of a least eight (8) characters consisting of one (1) upper case, one (1) lower case, one (1) special character, and one (1) number.
- 2.2.2 Provide all software and corresponding maintenance for DOC users as identified in Exhibit A which is attached and incorporated into this Agreement.

- 2.2.3 Acquire, prior to installing the State's MPS system software onto DOC's laptop computers, the required computer software (Intergraph's MPS, an anti-virus package such as Norton or McAfee, MS Windows, and all other required applications), and pay for all software maintenance and upgrade fees directly to the respective software vendor/supplier.
- 2.2.3.1 Provide the State's IT staff with access to DOC's laptop computers with the State's MPS system software fully installed for the purpose of the State providing the MPS system maintenance and upgrades for troubleshooting purposes as required. MSP will schedule required maintenance and upgrades with the DOC Authorized Representative to identify a mutually-beneficial location and time to complete any maintenance and upgrades.
- 2.2.4 Take appropriate steps to ensure ISR agents and their supervisors do not have access to the Criminal Justice Information System ("CJIS"); and comply with the most current version of the FBI Criminal Justice Information Services ("MNJIS/CJIS") security policies.
- 2.2.5 Work with MSP technicians to ensure ISR agents will not have access to view the State's MPS map identifying the locations of all signed-on and enabled Global Positioning System ("GPS") State units.
- 2.2.6 Adhere to the requirements identified in Exhibit B which is attached and incorporated into this Agreement.
- 2.2.7 Make payment separate, if applicable, to MSP from this Agreement for any additional services or costs incurred to provide access to MSP's data information network systems deemed necessary or requested by DOC including, but not limited to, user software licensing, software development, operations and/or maintenance, technical assistance and hardware. If DOC requests additional functionality, products or other changes to support its needs, MSP will assess the feasibility of implementing the request including providing itemized estimates of development, software, support, etc. Both parties must agree in writing to the changes prior to any work commencing.
- 2.2.8 Make payment separate, if applicable, to MSP from this Agreement for any additional services or costs incurred to provide access to systems which are not part of MSP's voice radio communications broadcast system and which are deemed necessary or requested by DOC.

### 2.3 Mutual Agreements. MSP and DOC mutually agree:

- 2.3.1 The intent of this Agreement is for use by ISR agents for emergency or anticipated high-risk dispatching services and is not for use to provide routine dispatching communication;
- 2.3.2 The increase in communication services by MSP to DOC will not result in additional staffing requirements for MSP; and
- 2.3.3 ISR agents will have limited use of the State's MPS system and will be authorized and capable of creating events with unit timers and DOC will implement appropriate procedures and guidelines to prevent unauthorized access to CJIS pursuant to clause 2.2.4.

## 3 Consideration and Payment

Consideration for services performed by MSP pursuant to this Agreement shall be paid by DOC as follows:

- 3.1 Annual Dispatching Services. An annual fee of \$105,000.00 for up to and including seventy (70) DOC users.
- 3.2 Computer-Aided Dispatch ("CAD") Connectivity. An annual fee of \$25,200.00 to provide CAD connectivity for up to and including seventy (70) mobile DOC devices.
- 3.3 CAD User Setup Fee. One-time fee of \$7,000.00 to create and configure DOC user accounts and provide a one-time, four (4) hour train-the-trainer session to be presented by an MSP instructor.

- 3.4 NetMotion License Purchase. One-time fee of Seven Thousand and 00/100 Dollars (\$7,000.00) for initial purchase of the NetMotion license.
- 3.5 Annual NetMotion License Renewal. An annual fee, commencing during the second year of this Agreement, of Three Hundred Fifty and 00/100 Dollars (\$350.00) for annual renewal of the NetMotion license.
- 3.6 Terms of Invoicing and Payment  
MSP shall submit one (1) detailed invoice semi-annually to DOC identifying in advance the services to be provided to DOC for six months. DOC shall remit payment to MSP within thirty (30) calendar days after MSP submits an invoice. The obligation of DOC under this agreement is as follows:

Period		Obligation	Total obligation over the term of this agreement not to exceed \$666,400.00
7/1/2020	6/30/2021	\$ 144,200.00	
7/1/2021	6/30/2022	\$ 130,550.00	
7/1/2022	6/30/2023	\$ 130,550.00	
7/1/2023	6/30/2024	\$ 130,550.00	
7/1/2024	6/30/2025	\$ 130,550.00	
		<u>\$ 666,400.00</u>	

#### 4 Conditions of Payment

All services provided by MSP under this Agreement must be performed to DOC's satisfaction as determined at the sole and reasonable discretion of DOC's Authorized Representative.

#### 5 Authorized Representatives

##### 5.1 DOC's Authorized Representative is the following person or his/her successor:

Name: Dan Traun  
 Title: Corrections Program Director  
 Address: Minnesota Department of Corrections  
 1450 Energy Park Drive, Suite 200  
 St. Paul, MN 55066  
 Telephone: 651-361-7120  
 Email Address: dan.traun@state.mn.us

##### 5.2 MSP's Authorized Representative is the following person or his successor:

Name: Major Sean Meagher  
 Address: Minnesota Department of Public Safety; Minnesota State Patrol  
 445 Minnesota Street, Suite 130  
 Saint Paul, MN 55101  
 Telephone: 651.201-7131  
 Email Address: [sean.meagher@state.mn.us](mailto:sean.meagher@state.mn.us)

## 6 Amendments

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

## 7 Liability

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

## 8 Termination

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

## 1. STATE ENCUMBRANCE VERIFICATION

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

By: Mary Myers

Date: 10/27/2020

Purchase Order Number: PO 3-129313 ~~C-184998~~

REVISED CONTRACT #196944

original contract issued with wrong supplier number

## 2. MINNESOTA DEPARTMENT OF CORRECTIONS

By: Curtis Shanklin (with delegated authority)

Title: Deputy Commissioner

Date: 9-24-20

3. MINNESOTA DEPARTMENT OF PUBLIC SAFETY;  
MINNESOTA STATE PATROL

DocuSigned by:

By: Matthew Langer

(with delegated authority)

Title: Colonel and Chief of Minnesota State Patrol

Date: 11/5/2020



## **Exhibit A**

### **Radio Communications Hardware and Software Specifications Required for Each DOC Vehicle Accessing the State's Mobile for Public Safety ("MPS") System**

#### **Laptop Computer**

Minimum of 8GB memory

40GB hard drive

CD ROM drive (alternative: DVD/combo drive)

1 serial port required if using cellular and also GPS

#### **Cellular Data Connection with NetMotion VPN**

Functional GPS compatible with Minnesota State Patrol

#### **Software**

NetMotion (if using cellular)

MPS (purchased through Intergraph Corporation)

MPS application requires full access to C:\ drive on laptop

AntiVirus package (Norton or McAfee)

MS Windows 10 64 bit operating system

## **Exhibit B**

### **Requirements**

Follow all current specifications and requirements established by the Bureau of Criminal Apprehension (“BCA”) for access to the Criminal Justice Information System (“CJIS”) including fulfillment of BCA training and certification requirements for accessing CJIS data.

Maintain all messages pursuant to and consistent with the Minnesota Government Data Practices Act.

Review MPS messages monthly to ensure conformity to standards identified in Exhibit C which is attached and incorporated into this Agreement.

Comply in a timely manner with any additional requirements the BCA may issue.

Clean the hard drive of all confidential material from any damaged or decommissioned computer.

Secure all DOC user passwords, including the DOC system administrator’s password, and MPS system passwords, preventing the sharing of all passwords except to the State’s IT security staff or MSP staff pursuant to this Agreement.

### **Exhibit C**

MPS messages will be reviewed by the DOC Authorized Representative, or his/her designee, for compliance with the following standards:

Appropriate language, i.e. no foul language or statements

No racial or sexual messages

No harassing messages

Short and to-the-point messages

Transmission of message(s) to appropriate recipients only, i.e. transmission only to need-to-know individuals and not large audiences

Business use only

Any concerns or questions identified by the Authorized Representative or his/her designee must be raised immediately because MPS messages are retained by the State for thirty (30) calendar days and GPS data is retained by the State for ninety (90) calendar days.

If a request for logs is received by the DOC, the DOC Authorized Representative will immediately contact the MSP Authorized Representative or his/her designee.

MPS messages are not guaranteed to be delivered. DOC must use an alternative method, e.g. radio or cell phone, if message is critical for the recipient(s).

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

Contract 203699

Pursuant to Minnesota Statutes, Sections 43A.55 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and 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 Employee Resources, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, kristin.batson@state.mn.us, 651-259-3816.

DOC: Michelle Smith, Deputy Commissioner, or their successor designated by the Commissioner, 1450 Energy Park Drive, St. Paul, MN 651-361-7633 michelle.smith@state.mn.us 651-361-7217.

**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: \$113,505.00**

You will receive an annual invoice from MMB in November 2021. This invoice should be paid within 30 days of receipt.

**3. Term of Agreement:**

This agreement is effective November 16, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

**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: 11/9/21 C-203699 PO 3-140048

**2. [Department of Corrections]**

By: Michelle Smith  
(With delegated authority)

Title: Deputy Commissioner

Date: 11/9/2021

**3. Minnesota Management and Budget**

By: Daniel Moore  
(with delegated authority)

Title: Chief Financial Officer

Date: 11/9/2021

## 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, 2021, 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, 2023, 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. This advanced payment will be applied to actual costs incurred during the second year of this contract.
- 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 \$501,000.

**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**

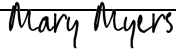
Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**1. LEGAL REVIEW – MJB LEGAL COUNSEL DIVISION**

By	
Title	
Date	Dohrmann, Deanna Senior Counsel Jun 14 2021 3:41 PM

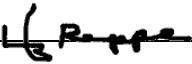
**2. STATE ENCUMBRANCE VERIFICATION (DOC)**

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

Signed	
Date	6/22/2021
Contract No./PO No.	C-195976 PO 3-135799

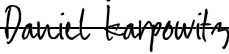
**3. MINNESOTA STATE LAW LIBRARY – LLSP PROGRAM**

With delegated authority

By	
Title	
Date	Reppe, Liz Minnesota State Law Librarian Jun 14 2021 3:39 PM

**4. MINNESOTA DEPARTMENT OF CORRECTIONS**

With delegated authority

By	
Title	A. Comm.
Date	6/22/2021



# 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)