

October 10, 2024

**Senate Judiciary and Public Safety Finance and Policy Committee**

Senator Ron Latz, Chair  
3105 Minnesota Senate Bldg.  
St. Paul, MN 55155

Senator Warren Limmer, GOP Lead  
2221 Minnesota Senate Bldg.  
St. Paul, MN 55155

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

Representative Kelly Moller, Chair  
5<sup>th</sup> Floor State Office Building  
St. Paul, MN 55155

Representative Paul Novotny, GOP lead  
2<sup>nd</sup> Floor State Office Building  
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. Latz, Sen. Limmer, Rep. Moller, and Rep. Novotny:

Minnesota Statute § 15.0395 requires that the Department of Corrections (DOC) 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 2024, the DOC had 48 transfers with a cumulative value of more than \$100,000, totaling \$34,185,692. 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 2024, DOC had 5 interagency and service level agreements with a cumulative value of more than \$100,000, for a total amount of \$3,156,783. These agreements were made with the MN Public Safety, the Minnesota Attorney General, the Minnesota Supreme Court, the Minnesota Department of Human Services, and the Minnesota Management and Budget.

The enclosed PDF lists enumerate the agreements DOC had in FY 2024. 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 Kelly Haff, DOC Legislative Director, at 651-362-7602.

Sincerely,

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

Paul Schnell, Commissioner  
Minnesota Department of Corrections

Enclosures

cc: Legislative Reference Library



## Minnesota Department of Corrections

## FY 2024 Interagency Agreements and Service Level Agreements

October 15, 2024

[illegible]

**STATE OF MINNESOTA  
ENCUMBRANCE WORKSHEET**

REVISED CONTRACT #196944

original contract issued with wrong supplier number

**State Accounting Information:****CFMS Contract No.****Agency Contract Identification No.:** ~~184998~~

Agency: P78 Corrections	Fiscal Year: FY 21 – FY 26	Vendor Number:
Total Amount of Contract: \$658,000.00	Amount of Contract First FY: \$137,200.00	MMD Cert. #:
Commodity Code:	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:

<b>Accounting Distribution FY21:</b>	<b>Accounting Distribution FY22:</b>	<b>Notes:</b>
Fund: 3000	Fund: TBD	
Appr: P784279	Appr: TBD	
FinDept: P7836101	FinDept: TBD	
Amount: \$144,200.00	Amount: \$130,550.00	

Contract Start Date: July 1 2020

Expiration Date: June 30, 2025

Minnesota State Patrol

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OR DISTRIBUTE EXTERNALLY WITHOUT EXPRESS  
WRITTEN PERMISSION OF THE CONTRACTOR.**



# 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)

Colonel and Chief of Minnesota State Patrol

Title: \_\_\_\_\_

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 BETWEEN THE  
MINNESOTA DEPARTMENT OF CORRECTIONS  
AND OFFICE OF THE ATTORNEY GENERAL  
FOR FY 2024 AND FY 2025**

**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 2024 and FY 2025 is estimated by AGO and the Department to be \$1,318,680 (AGO share \$527,472 and Department share \$791,208) for FY 2024 and \$1,318,680 (AGO share \$527,472 and Department share \$791,208) for FY 2025. 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 \$163.00 for attorney services and \$103.00 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 60 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, 2023.

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 no 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: Karen Robinson  
Karen Robinson (Jun 26, 2023 11:28 CDT)  
Title: General Counsel  
Date: Jun 26, 2023

**OFFICE OF THE ATTORNEY  
GENERAL**

By: Kelly Kemp  
Kelly Kemp (Jun 28, 2023 16:01 CDT)  
Title: Assistant Attorney General  
Date: Jun 28, 2023

**MINNESOTA MANAGEMENT AND  
BUDGET**

By: Britta Reitan  
Britta Reitan (Jun 28, 2023 14:27 CDT)  
Title: Deputy Commissioner - MMB  
Date: Jun 28, 2023

## 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”). Incarcerated person (IP) is used to refer to the individuals being served by the program.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date: July 1, 2023**, 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, 2025**, 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 virtual visits via interactive video sessions (when made available by the facility), as mutually agreed between parties, to meet with IPs at all facilities in the DOC, except for the facilities at Red Wing, Willow River and Togo;
    - b. timely responses to IPs’ 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 IPs (Attachment A).
  - 2.1.2 Shall provide law library service by mail, based upon established policies and procedures, to DOC IPs 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 IPs.
  - 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 IPs of LLSP services during the receiving and orientation process.
- 2.2.4 Treat mail being delivered and/or sent to IPs from LLSP as Special Mail.
- 2.2.5 Provide photocopies of facility law library materials based upon established policies and procedures.

**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 Nine percent (9%) 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 \$530,000.

**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 Emilio Lamba, or his 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.

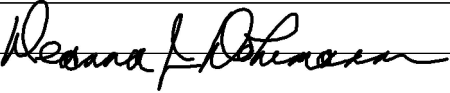
**7 Liability**

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	Bohrmann, Deanna Senior Counsel Jun 9 2023 2:07 PM


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

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

Signed	Blair Bjerkaset	<small>DocuSigned by:</small>  <small>8CC78BD059A73...</small>
Date	6/15/2023	
Contract No./PO No.	230805 PO 3-155100	


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

With delegated authority

By	
Title	
Date	Reppe, Liz Jun 9 2023 10:31 AM

**4. MINNESOTA DEPARTMENT OF CORRECTIONS**

With delegated authority

By	Paul Schnell	<small>DocuSigned by:</small>  <small>10BCAE2272D1476...</small>
Title	Commissioner	
Date	6/16/2023	



# Law Library Service to Prisoners (LLSP)

## What is LLSP?

- LLSP is a legal information service provided to people incarcerated under the jurisdiction of the MN Dept. of Corrections.
- LLSP provides incarcerated persons (IPs) with access to legal information and law library materials.
- LLSP librarians offer monthly virtual visits (where available) to discuss legal information needs.

## What can LLSP do?

- Send you court forms and legal information materials from the MN State Law Library's collections.
- Provide contact information for legal assistance organizations.

## What can't LLSP do?

- LLSP librarians cannot provide legal advice.
- LLSP cannot assist in completing or filing court forms.

## How do I contact LLSP?

- **Request a reference interview.** This will be a virtual meeting with the law librarian. Ask facility librarian about availability.
- **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, MN 55155-6102**
- **Call** (651) 297-4969. LLSP accepts prepaid phone calls from IPs M-F 8:00AM-3:30PM. LLSP is closed on court holidays.

Attachment B

# **LLSP and Prison Library Staff Responsibilities in Providing Law Library Service to IPs**

To assure that staff of the Law Library Service to Prisoners program and the prison law librarians provides the best possible service to IPs, 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 IPs 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 IPs to use legal resources available in the prison law library and its core collection.
3. Send kites at a minimum 2 to 3 times per week to LLSP.
4. (If aware of an IP's pending court date) highlight that information on the kite or have the IP 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 virtual visits to prison housing units, if needed.
8. Advertise LLSP program and virtual visits.

## Attachment B

### **Materials That LLSP Provides to IPs**

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

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 IPs. If it contains information about pending legislation or contains information concerning the legal research process, it will be provided.

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

### **Examples of Legal Materials Provided to IPs:**

- 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" IP (who is not housed at one of the eight primary facilities), LLSP will provide specific policies. Other IPs must obtain policies from their facility library.
- DSM (Diagnostic and Statistical Manual)

STATE OF MINNESOTA  
ENCUMBRANCE WORKSHEET

State Accounting Information:  
SWIFT Contract No. 230805

PO No.: 3-155100

Agency: P78 Corrections	Fiscal Year(s): 24 & 25	Vendor Number: J650000000
Total Amount of Contract: \$530,000.00		
Category Code: 86130000		
Account Code:		

Accounting Distribution FY24 & FY25							
1	2	3	4	5	6	7	8
Fund: 2000	Fund: 2000	Fund: 2000	Fund: 2000	Fund: 2000	Fund: 2000	Fund: 2000	Fund: 2000
AppropID: P781534	AppropID: P781234	AppropID: P781434	AppropID: P781334	AppropID: P781734	AppropID: P781034	AppropID: P782034	AppropID: P781134
Fin DeptID: P7831510	Fin DeptID: P7831210	Fin DeptID: P7831410	Fin DeptID: P7831310	Fin DeptID: P7831710	Fin DeptID: P7831710	Fin DeptID: P7832010	Fin DeptID: P7832010
Project (3000 fund only):	Project (3000 fund only):	Project (3000 fund only):	Project (3000 fund only):	Project (3000 fund only):	Project (3000 fund only):	Project (3000 fund only):	Project (3000 fund only):
Amount: \$38,926.65	Amount: \$13,973.72	Amount: \$18,964.19	Amount: \$52,900.10	Amount: \$52,900.10	Amount: \$16,967.95	Amount: \$13,973.71	Amount: \$56,393.59

Contract Start Date: July 1<sup>st</sup>, 2023

Expiration Date: June 30, 2025

Contractor Name and Address:

THIS PAGE CONTAINS PRIVATE DATA  
DO NOT CIRCULATE  
  
DO NOT REPRODUCE  
OR DISTRIBUTE EXTERNALLY WITHOUT EXPRESS  
WRITTEN PERMISSION OF THE CONTRACTOR.





# State of Minnesota

## Interagency Agreement

SWIFT Contract No.: 192146

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Corrections ("DOC") and Human Services ("DHS"). DOC and DHS may be referred to jointly as "Parties."

### 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

Through the four year Combined Application Form ("CAF") Pilot Program, the Parties implemented a program that made connections between fragmented service provisions and established more effective and efficient alternatives that provided continuity of services from incarceration to the community; required minimal administrative effort on behalf of county and state agencies; and, encouraged and supported long term success in Client rehabilitation. Because of the success of the CAF Pilot Program, the Parties are agreeing to continue partnering to provide these services as the "CAF Program" or "Program".

It is the goal of this Agreement to assist up to 750 releasing adult persons ("Clients") from Minnesota Correctional Facilities ("MCF") by processing CAF and Medical Assistance ("MSURE") forms as needed for Clients thirty days, or less, before release. Clients will be DOC designated adults considered to be high or very high risk of recidivism per the Minnesota Screening Tool Assessing Recidivism Risk ("MNSTARR").

Through this collaborative Program, Clients will have the opportunity to work with DOC and DHS staff to complete CAF and MNSURE, have it submitted for processing, and be notified of eligibility before being released from an MCF.

As a part of this Agreement **DOC** will be tasked with:

- A. Facilitating any necessary training of DHS staff for admission into MCF's and having contact with Clients.
- B. Assist in identifying eligible Clients
- C. Assist with contacting key MCF staff to maintain a collaborative working relationship and necessary flow of information.
- D. Assist with data tracking for outcomes. Should positive outcomes result from continuation of this Program, Parties will commit to asking for legislative funding to staff Program permanently.
- E. Committing 33.34% of the total salary and fringe for one DHS staff person to perform this work.

As a part of this Agreement **DHS** will be tasked with:

- F. Hire, provide adequate office space, materials, supplies, supervision, and training for one DHS staff person who will perform the eligibility and workload of processing of Clients' CAF and MNSURE.
- G. Assure that CAF and MNSURE are transferred to the appropriate county once Client is released from MCF.
- H. Meet MCF staff, Clients and/or county workers as necessary to ensure accurate and appropriate information is exchanged in a timely manner.
- I. Assist with data tracking for outcomes. Should positive outcomes result from continuation of this Program, Parties will commit to asking for legislative funding to staff Program permanently.
- J. Committing 66.66% of the total salary and fringe for one DHS staff person to perform this work.

**3. K. Based on salary projections, notify DOC by April 15<sup>th</sup> each year of this Agreement what their portion (33.34%) of the funding will be for the next Fiscal Year (FY). Consideration and Payment**

**3.1**

- FY22 (7/1/21 – 6/30/22) DOC will pay DHS a total lump sum amount not to exceed \$40,173.80 upon receipt of one (1) invoice to be submitted no later than December 31, 2021. DOC will be notified by DHS no later than April 15<sup>th</sup>, 2022 what the actual amount for FY23 will be.
  - FY23 (7/1/22 – 6/30/23) DOC will pay DHS a total lump sum amount not to exceed \$43,500.00 upon receipt of one (1) invoice to be submitted no later than December 31, 2022. DOC will be notified by DHS no later than April 15<sup>th</sup>, 2023 what the actual amount for FY24 will be.
  - FY24 (7/1/23 – 6/30/24) DOC will pay DHS a total lump sum amount not to exceed \$46,300.00 upon receipt of one (1) invoice to be submitted no later than December 31, 2023. DOC will be notified by DHS no later than April 15<sup>th</sup>, 2024 what the actual amount for FY25 will be.
  - FY25 (7/1/24 – 6/30/25) DOC will pay DHS a total lump sum amount not to exceed \$49,300.00 upon receipt of one (1) invoice to be submitted no later than December 31, 2024. DOC will be notified by DHS no later than April 15<sup>th</sup>, 2025 what the actual amount for FY26 will be.
- FY26 (7/1/25 – 6/30/26) DOC will pay DHS a total lump sum amount not to exceed \$52,500.00 upon receipt of one (1) invoice to be submitted no later than December 31, 2025.

**3.2** Total obligation of DOC for all compensation and reimbursements to DHS under this agreement will not exceed \$231,773.80

**4. Conditions of Payment**

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

Each FY listed in Clause 3.1 is a separate service and billing year and subject to funding being available to the DOC for continuation of these services. If DOC loses funding, this agreement may be cancelled with 30 days' written notice and as outlined in Clause 8 of this Agreement.

**5. Authorized Representatives**

DOC's Authorized Representative are as follows:

- *Program Manager* - Bridget Letnes, Reentry Services Unit, Facility Reentry Manager, [bridget.letnes@state.mn.us](mailto:bridget.letnes@state.mn.us), 651.361.7241, or her successor or delegate, and has the responsibility to

monitor the Contractor's performance.

- **Contract Manager** - Jana Carr-Weerts, Grants & Subsidies Unit, Management Analyst 3, jana.carrweerts@state.mn.us, 651.363.4367, or her successor or delegate, and has the responsibility to monitor the Contract.

DHS's Authorized Representative is Erin Sullivan Sutton, Human Services Manager 4 , 651.431.3849 or his/her successor or delegate.

## 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

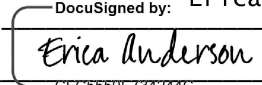
Each party will be responsible for its own acts and behaviors and the results thereof.

## 8. Termination

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

## 1. State Encumbrance Verification

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

Print Name: Erica Anderson  
 Signature:   
 Title: Acctg Officer Date: 5/21/2021  
 SWIFT Contract No. 192146 3-134819

## 3. DOC

*With delegated authority*

Print Name: Curtis Shanklin  
 Signature:   
 Title: Deputy Commissioner Date: 5/24/2021

## 2. DHS

*With delegated authority*

Print Name: Erin Sullivan Sutton  
 Signature:   
 Title: Human Services Manager Date: 5/24/2021



# State of Minnesota

## Interagency Agreement

SWIFT Contract Number: 240345

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Management and Budget (MMB) and Corrections (DOC).

### Agreement

---

#### 1. Term of Agreement

- 1.1 Effective date. December 6, 2023, 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, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Scope of Work

In FY 2024, ETD's per-employee rates will support:

- Administration, maintenance, and upgrades for the Learning Management (ELM) system
- Expanded enterprise-wide support for Diversity, Equity, Accessibility, and Inclusion programs
- Annual required training and policy acknowledgements for all employees (online courses)
- Continuation of LinkedIn Learning offered to 12,500 employees
- Agency support for the Intercultural Development Inventory

#### 3. Consideration and Payment

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

**TOTAL COST: \$146,193.00**

You will receive an annual invoice from MMB within 30 days of execution of this agreement, this invoice should be paid within 30 days of receipt.

#### 4. Conditions of Payment

All services provided by MMB under this Agreement must be performed to DOC's satisfaction, as determined at the sole discretion of DOC's authorized representative.

#### 5. Authorized Representative

MMB's Authorized Representative is Blake Chaffee, Deputy Commissioner, 658 Cedar St, St. Paul, MN, 55155, 651-259-3721, [blake.chaffee@state.mn.us](mailto:blake.chaffee@state.mn.us), or his/her successor or delegate.

DOC's Authorized Representative is Connie Jones, Assistant Commissioner, 1450 Energy Park Drive, Suite 200, St. Paul, MN, 55108-5219 651-361-7633, [connie.jones@state.mn.us](mailto:connie.jones@state.mn.us) or his/her successor or delegate.

**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 behaviors and the results thereof.

**8. Termination**

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

**1. State Encumbrance Verification**

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

Print Name: DocuSigned by: Mary Myers

Signature: Mary Myers  
CFC5559E734244C...

Title: Accounting Officer \_\_\_\_\_ Date: 12/8/2023

SWIFT Contract No. C-240345 \_\_\_\_\_

SWIFT PO No. \_\_\_\_3\_-160374\_\_\_\_\_

**3. Minnesota Management and Budget**

*With delegated authority*

Print Name: DocuSigned by: blake Chaffee

Signature: Blake Chaffee  
FAF643F6DBEE461...

Title: Deputy Commissioner \_\_\_\_\_ Date: 12/8/2023

**2. Minnesota Department of Corrections**

*With delegated authority*

Print Name: DocuSigned by: Paul Schnell

Signature: Paul Schnell  
10BCAE2272D1476...

Title: Commissioner \_\_\_\_\_ Date: 12/8/2023