

Minnesota Department of Corrections											
FY 2025 Transfers											
October 15, 2025											
TRANSFER FROM					TRANSFER TO						
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
DHS	General	H551309	33 Medical Assistance Grants	(1,134,782)	DOC	General	P784110	Health Services	1,134,782	DOC duplicate claims reporting; return overpayment of state share of inpatient claims	MS 256B.04 Subd. 23
DOC	General	P781010	MCF-SCL Operations	(198,594)	DOC	General	P784210	Institution Support Services	198,594	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P781110	MCF-STW Operations	(195,500)	DOC	General	P781210	MCF-LL Operations	195,500	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P781110	MCF-STW Operations	(280,000)	DOC	General	P781410	MCF-ML Operations	280,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P781110	MCF-STW Operations	(189,000)	DOC	General	P781510	MCF-FRB Operations	189,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P781110	MCF-STW Operations	(349,199)	DOC	General	P784210	Institution Support Services	349,199	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P781210	MCF-LL Operations	(205,000)	DOC	General	P781010	MCF-SCL Operations	205,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P781210	MCF-LL Operations	(204,000)	DOC	General	P781710	MCF-RC Operations	204,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P781210	MCF-LL Operations	(278,184)	DOC	General	P784210	Institution Support Services	278,184	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P781310	MCF-OPH Operations	(330,000)	DOC	General	P781410	MCF-ML Operations	330,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P781310	MCF-OPH Operations	(160,524)	DOC	General	P784210	Institution Support Services	160,524	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P781510	MCF-FRB Operations	(100,000)	DOC	General	P781210	MCF-LL Operations	100,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P784010	Education	(1,443,208)	DOC	General	P784210	Institution Support Services	1,443,208	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P784011	Education Prog and Support Svcs	(1,000,000)	MN IT Services	Other Misc Special Revenue	G467621	ITA26.121 P78 CISTR Initiative	1,000,000	Transfer to MNIT Odyssey for agency technology improvement projects	MS 16E.21
DOC	General	P784110	Health Services	(2,236,154)	DHS	General	H551309	33 Medical Assistance Grants	2,236,154	Transfer to DHS for state share of inpatient claims	MS 256B.04 Subd. 23
DOC	General	P784110	Health Services	(518,852)	DOC	General	P784210	Institution Support Services	518,852	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002

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DOC	General	P784127	Substance Use Order Treatment	(840,000)	DOC	General	P784128	Nursing and Dental Services	840,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	
DOC	General	P784130	Sex Offender Treatment	(143,000)	DOC	General	P784126	Mental Health Services	143,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	
DOC	General	P784130	Sex Offender Treatment	(400,000)	DOC	General	P784128	Nursing and Dental Services	400,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	
DOC	General	P784150	Medical Assistance 1115 Waiver	(1,000,000)	MN IT Services	Other Misc Special Revenue	G467622	ITA26.122 P78 Medicaid 1115 Wvr	1,000,000	Transfer to MNIT Odyssey for agency technology improvement projects	MS 16E.21	
DOC	General	P784210	Institution Support Services	(1,800,000)	DOC	General	P784110	Health Services	1,800,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	
DOC	General	P784217	Operating Deficiency	(2,000,000)	DOC	General	P784110	Health Services	2,000,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	24 123 01 005 000	
DOC	General	P784218	ISS Supplemental Budget	(1,815,000)	DOC	General	P781210	MCF-LL Operations	1,815,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	
DOC	General	P784218	ISS Supplemental Budget	(1,905,000)	DOC	General	P781410	MCF-ML Operations	1,905,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	
DOC	General	P784218	ISS Supplemental Budget	(2,690,000)	DOC	General	P781510	MCF-FRB Operations	2,690,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	
DOC	General	P784218	ISS Supplemental Budget	(450,000)	DOC	General	P781610	MCF-WR-CIP Operations	450,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	
DOC	General	P784218	ISS Supplemental Budget	(1,285,000)	DOC	General	P781710	MCF-RC Operations	1,285,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	
DOC	General	P784218	ISS Supplemental Budget	(649,000)	DOC	General	P784110	Health Services	649,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	
DOC	General	P784218	ISS Supplemental Budget	(287,000)	DOC	General	P784126	Mental Health Services	287,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	
DOC	General	P784238	ISS Operating Reallocation	(1,400,000)	DOC	General	P781010	MCF-SCL Operations	1,400,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	
DOC	General	P784238	ISS Operating Reallocation	(1,225,000)	DOC	General	P781110	MCF-STW Operations	1,225,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002	

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DOC	General	P784238	ISS Operating Reallocation	(575,000)	DOC	General	P782010	MCF-SHK Operations	575,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P784238	ISS Operating Reallocation	(850,000)	DOC	General	P783010	MCF-RW Operations	850,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P784260	Facility Asset & Property Mgmt	(267,201)	DOC	General	P784210	Institution Support Services	267,201	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P784298	Interstate Compact Adult Supv	(137,296)	MN IT Services	Other Misc Special Revenue	G467621	ITA26.121 P78 CISTR Initiative	137,296	Transfer to MNIT Odyssey for agency technology improvement projects	MS 16E.21
DOC	General	P784310	Office of Special Investigations	(200,000)	DOC	General	P782010	MCF-SHK Operations	200,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	23 052 02 006 002
DOC	General	P784712	Evidence-based Corr Practices	(240,000)	MN IT Services	Other Misc Special Revenue	G467621	ITA26.121 P78 CISTR Initiative	240,000	Transfer to MNIT Odyssey for agency technology improvement projects	MS 16E.21
DOC	General	P784713	Family Support	(350,000)	MN IT Services	Other Misc Special Revenue	G467621	ITA26.121 P78 CISTR Initiative	350,000	Transfer to MNIT Odyssey for agency technology improvement projects	MS 16E.21
DOC	General	P786010	Probation & Supervised Release	(486,938)	DOC	General	P787211	Community Corrections Act	486,938	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	23 052 02 006 03A
DOC	General	P786110	Special Supervision	(233,438)	DOC	General	P787310	Program Support & Evaluation	233,438	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	23 052 02 006 003
DOC	General	P786210	Sentencing to Service	(411,052)	DOC	General	P787310	Program Support & Evaluation	411,052	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	23 052 02 006 003
DOC	General	P786410	Reentry Services	(325,374)	DOC	General	P787310	Program Support & Evaluation	325,374	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	23 052 02 006 003
DOC	General	P786411	Housing Initiatives	(400,000)	MN IT Services	Other Misc Special Revenue	G467621	ITA26.121 P78 CISTR Initiative	400,000	Transfer to MNIT Odyssey for agency technology improvement projects	MS 16E.21
DOC	General	P786710	Work Release	(541,027)	DOC	General	P787310	Program Support & Evaluation	541,027	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	23 052 02 006 003
DOC	General	P786711	Work Release Increase	(200,000)	MN IT Services	Other Misc Special Revenue	G467621	ITA26.121 P78 CISTR Initiative	200,000	Transfer to MNIT Odyssey for agency technology improvement projects	MS 16E.21
DOC	General	P787010	Risk Assess/Comm Notification	(128,531)	DOC	General	P787310	Program Support & Evaluation	128,531	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	23 052 02 006 003
DOC	General	P787212	Grants/Subsidy/Offender Suprt	(1,005,705)	DOC	General	P787310	Program Support & Evaluation	1,005,705	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	23 052 02 006 003
DOC	General	P787214	County Probation Officers Incr	(233,112)	DOC	General	P787211	Community Corrections Act	233,112	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	23 052 02 006 03A

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DOC	General	P787222	SO Program Increase	(550,000)	MNIT	Other Misc Special Revenue	G467621	ITA26.121 P78 CISTR Initiative	550,000	Transfer to MNIT Odyssey for agency technology improvement projects	MS 16E.21
DOC	General	P787224	Tribal Nation Supervision	(127,281)	DOC	General	P787310	Program Support & Evaluation	127,281	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	23 052 02 006 003
DOC	General	P787224	Tribal Nation Supervision	(4,500,000)	DOC	General	P787338	CS Operating Reallocation	4,500,000	Reallocating funds for other deficiencies per legislative and agency head approval	25 019 01 001
DOC	General	P787338	CS Operating Reallocation	(2,259,000)	DOC	General	P784128	Nursing and Dental Services	2,259,000	Reallocating funds for other deficiencies per legislative and agency head approval	25 019 01 001
DOC	General	P787338	CS Operating Reallocation	(1,357,000)	DOC	General	P784131	Case Management	1,357,000	Reallocating funds for other deficiencies per legislative and agency head approval	25 019 01 001
DOC	General	P787338	CS Operating Reallocation	(753,000)	DOC	General	P784310	Office of Special Investigations	753,000	Reallocating funds for other deficiencies per legislative and agency head approval	25 019 01 001
DOC	General	P787338	CS Operating Reallocation	(343,000)	DOC	General	P784410	Transportation	343,000	Reallocating funds for other deficiencies per legislative and agency head approval	25 019 01 001
DOC	General	P787338	CS Operating Reallocation	(834,000)	DOC	General	P786110	Special Supervision	834,000	Reallocating funds for other deficiencies per legislative and agency head approval	25 019 01 001
DOC	General	P787338	CS Operating Reallocation	(131,000)	DOC	General	P786410	Reentry Services	131,000	Reallocating funds for other deficiencies per legislative and agency head approval	25 019 01 001
DOC	General	P788210	Human Resources	(175,000)	DOC	General	P788310	Information & Technology	175,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	23 052 02 006 004
DOC	General	P788410	Administrative Services	(130,913)	DOC	General	P788510	Operations Support Services	130,913	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	23 052 02 006 004
DOC	General	P788510	Operations Support Services	(194,000)	DOC	General	P788210	Human Resources	194,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	23 052 02 006 004
DOC	General	P788510	Operations Support Services	(866,000)	DOC	General	P788310	Information & Technology	866,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	23 052 02 006 004
DOC	General	P788510	Operations Support Services	(1,100,000)	DOC	General	P788410	Administrative Services	1,100,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	23 052 02 006 004
DOC	General	P788510	Operations Support Services	(503,600)	DOC	General	P788610	Policy & Legal Services	503,600	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	23 052 02 006 004
DOC	General	P788510	Operations Support Services	(182,229)	ADMIN	Other Misc Special Revenue	G021213	Enterprise Real Property	182,229	Transfer to Admin ERPP per Interagency agreement for Archibus system maintenance	MS 16B.242
DOC	General	P788520	Recruitment and Retention	(100,000)	MNIT	Other Misc Special Revenue	G467621	ITA26.121 P78 CISTR Initiative	100,000	Transfer to MNIT Odyssey for agency technology improvement projects	MS 16E.21
DOC	General	P788523	Clemency Review Commission	(582,998)	Clemency Review Commission	General	P821000	Clemency Review Commission	582,998	Transfer from P78 to P82 of roll forward funds appropriated to Clemency Review Commission	24 123 01 013 00D

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DOC	General	P788524	Clemency Review Comm Grants	(200,000)	Clemency Review Commission	General	P821001	Clemency Review Comm Grants	200,000	Transfer from P78 to P82 of roll forward funds appropriated to Clemency Review Commission	24 123 01 013 00D
DOC	General	P788538	OS Operating Reallocation	(154,000)	DOC	General	P784128	Nursing and Dental Services	154,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 052 02 006 004
DOC	General	P788610	Policy & Legal Services	(336,061)	DOC	General	P788510	Operations Support Services	336,061	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	23 052 02 006 004
DOC	General	P789010	Inspection and Enforcement	(362,000)	DOC	General	P788310	Information & Technology	362,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	23 052 02 006 004
DOC	General	P789010	Inspection and Enforcement	(222,006)	DOC	General	P788510	Operations Support Services	222,006	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	23 052 02 006 004
DOC	General	P789110	Office of Prof Accountability	(119,881)	DOC	General	P788510	Operations Support Services	119,881	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	23 052 02 006 004
DOC	Restricted Misc Special Revenue	P784241	Aid to Victims of Crime	(298,042)	Public Safety	General	P076512	Inmate Restitution	298,042	Quarter 4 transfer from Aid to Victims of Crime fund to MN Dept of Public Safety	MS 611A.612
DOC	Social Welfare Agency	P781022	MCF-SCL Social Welfare	(437,157)	DOC	Social Welfare Agency	P784222	Social Welfare	437,157	Consolidate Social Welfare funds to one centralized appropriation	MS 241.01 5A
DOC	Social Welfare Agency	P781122	MCF-STW Social Welfare	(1,390,686)	DOC	Social Welfare Agency	P784222	Social Welfare	1,390,686	Consolidate Social Welfare funds to one centralized appropriation	MS 241.01 5A
DOC	Social Welfare Agency	P781222	MCF-LL Social Welfare	(1,226,939)	DOC	Social Welfare Agency	P784222	Social Welfare	1,226,939	Consolidate Social Welfare funds to one centralized appropriation	MS 241.01 5A
DOC	Social Welfare Agency	P781322	MCF-OPH Social Welfare	(588,184)	DOC	Social Welfare Agency	P784222	Social Welfare	588,184	Consolidate Social Welfare funds to one centralized appropriation	MS 241.01 5A
DOC	Social Welfare Agency	P781422	MCF-ML Social Welfare	(1,306,444)	DOC	Social Welfare Agency	P784222	Social Welfare	1,306,444	Consolidate Social Welfare funds to one centralized appropriation	MS 241.01 5A
DOC	Social Welfare Agency	P781522	MCF-FRB Social Welfare	(2,392,054)	DOC	Social Welfare Agency	P784222	Social Welfare	2,392,054	Consolidate Social Welfare funds to one centralized appropriation	MS 241.01 5A
DOC	Social Welfare Agency	P781722	MCF-RC Social Welfare	(938,816)	DOC	Social Welfare Agency	P784222	Social Welfare	938,816	Consolidate Social Welfare funds to one centralized appropriation	MS 241.01 5A
DOC	Social Welfare Agency	P782022	MCF-SHK Social Welfare	(501,005)	DOC	Social Welfare Agency	P784222	Social Welfare	501,005	Consolidate Social Welfare funds to one centralized appropriation	MS 241.01 5A
DOC	Social Welfare Agency	P783022	MCF-RW Social Welfare	(117,363)	DOC	Social Welfare Agency	P784222	Social Welfare	117,363	Consolidate Social Welfare funds to one centralized appropriation	MS 241.01 5A
TOTAL				(58,576,332)					58,576,332		

Minnesota Department of Corrections
FY 2025 Interagency Agreements and Service Level Agreements
October 15, 2025

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
Public Safety	\$ 666,050	MS 16C.05, Subd. 2	State Patrol provides emergency radio dispatching services to DOC	7/1/2020	6/30/2025
Attorney General	\$ 1,582,416	23 052 02 006 004	Attorney General provides legal services to DOC	7/1/2023	6/30/2025
Supreme Court	\$530,000	MS 16C.05, Subd. 2	State Law Librarian provides law library services to DOC	7/1/2023	6/30/2025
MMB	\$ 152,175	MS 16C.05, Subd. 2	Administration, maintenance, and upgrades for ELM system	7/1/2024	6/30/2025
Cannabis Expungement Board	\$ 220,000	MS 16C.05, Subd. 1	DOC provides human resources and other technical support to provide to CEB	8/2/2024	6/30/2025
Total	\$ 3,150,641				

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.

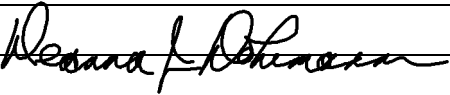
7 Liability

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	Dohrmann, 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 Bjerkeset	
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	
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 1st, 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.**



Central Office

1450 Energy Park Drive, Suite 200 | St. Paul, MN 55108
Main: 651.361.7200 | Fax: 651.642.0223 | TTY: 800.627.3529 www.mn.gov/doc

Swift Contract
#255172

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Department of Corrections Human Resources and Finance (DOC) and the Cannabis Expungement Board (CEB).

Agreement

1. Term of Agreement

1.1 **Effective date:** August 2, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 1, whichever is later.

1.2 **Expiration date :** June 30, 2025.

2. Scope of Work

DOC will provide human resource services, accounting transaction and other financial services to the Agency as described in Exhibits A and B, which are attached and incorporated into this agreement. Exhibits A and B describe the division of responsibilities between DOC and CEB as it relates to this work. The success of the work that takes place under this agreement is dependent on both DOC and CEB understanding and upholding their respective roles and responsibilities.

CEB retains decision-making authority and responsibility for its human resource decisions for ongoing implementation of appropriate business processes. DOC provides transactional, consultative, relational, and other human resource expertise in an advisory capacity. The parties understand and agree that DOC is not and not intended to be the employer or joint employer of CEB's applicants, employees or former employees by reason of the work performed or services provided under the Agreement. CEB is responsible for following all applicable employment laws, collective bargaining agreements and compensation plan requirements, state policies and procedures.

CEB retains ownership and responsibility for its spending decisions and for ongoing implementation of appropriate business processes, while DOC provides transaction and other financial services and serves in an advisory capacity.

3. Authorized Representative

DOC's Authorized Representative is Laurie Jandro, Agency HR Director 1450 Energy Park Drive, Suite 200, St Paul, MN 55108, or her successor.

CEB's Authorized Representative is James Rowader, james.rowader@state.mn.us Executive Director, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55018, or his successor.

In the event CEB has a dispute involving services provided by DOC that cannot be resolved through normal interaction with DOC, CEB, at its discretion, should contact DOC's Commissioner, Paul Schnell, to seek resolution.

4. Consideration and Payment

The total cost for all services covered by this agreement is \$220,000 for FY25. DOC will invoice CEB quarterly, in an equal amount each quarter, for the services outlined in this agreement. CEB will approve invoices and make timely payment to DOC for the services outlined in this agreement.

5. Amendments

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature authorities identified in Exhibit E, 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. Changes to the signature authorities in Exhibit E must be acknowledged with a revised Exhibit E signed by CEB's Authorized Representative or by other written communication (memo, email, etc.)

6. Government Data Practices

DOC and CEB must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data exchanged under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party to this agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either party.

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 90 days' written notice to the other party.

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

Signed: Cindy Kanan
554303492175447

Purchase Order: P801-3000000005

Date: 8/15/2024

Cannabis Expungement Board (CEB)

By: James Rowader James Rowader (with delegated authority)
8401C37190024AC...

Title: Executive Director

Date: 8/15/2024

MN Department of Corrections (DOC)

By: Paul Schnell Paul Schnell (with delegated authority)
10BCAE2272D1476...

Title: DOC Commissioner

Date: 8/15/2024

EXHIBIT A to Interagency Agreement between the MN Department of Corrections Human Resources (DOC) and the Cannabis Expungement Board (CEB)

In addition to the roles and responsibilities described in Exhibit B of this agreement, DOC is responsible for the following human resource transactions/duties:

Accommodations (Regional HR Director/ADA Coordinator)

- Review and provide advice and guidance in responding to requests for ADA accommodation for candidates for employment and/or employees.
- Complete ADA reports for the Agency.
- Advise managers and supervisors of the requests for reasonable accommodations.
- Lead the interactive process for evaluating the merits of requests for reasonable accommodation.
- Determine eligibility for reasonable accommodation.

Ad Hoc Reporting (Central Office HR Staffing and/or HRIS Team)

- Upon request and/or at established re-occurring timeline, provide ad hoc reports on employee costs; leave use; hires; separations; and other employment information contained in the state's information warehouse.

Affirmative Action Plan, Action Items and Reports (Central Office HR and Affirmative Action)

- Draft Affirmative Action Plans and discuss with CEB's executive director for approval.
- Submit biennially to Minnesota Management and Budget (MMB) for review and approval.
- Facilitate Action Items in consultation with CEB's executive director.
- Monitor efforts and progress and report to CEB's executive director on a quarterly basis.
- Complete Quarterly Hiring Reports, if applicable, for CEB and submit to MMB.
- Provide consultation and direction of program requirements and principles to CEB management and supervisors.
- Provide a confidential resource for CEB employees to discuss workplace issues related to discrimination or harassment that impacts their ability to do their job, or their job performance.
- Regional Human Resource Director will provide intake services of complaints, will forward the complaint to the appropriate person at CEB, will advise on potential liability issues and best practices for handling. DOC HR Staff may provide investigative services, when appropriate or refer elsewhere for investigative services.
- Investigations of alleged discrimination charges will be documented in clear written summaries of the issues, facts, and findings.
- Provide advice, or make recommendations, to the appropriate members of CEB management as to actions to be taken in response to investigations or workplace harassment or discrimination.

Classification and Compensation (Central Office HR Team)

DOC has received delegated authority from MMB to make classification and compensation decisions. DOC must abide by accepted practices and rules governing classification and compensation in order to retain this delegation. MMB periodically audits DOC's work to determine compliance with rules and laws.

- Review position descriptions, determine appropriate classification or class option, bargaining unit designation, and Fair Labor Standards Act (FLSA) status, document audit decisions, and explain the rationale for classification decisions.
- Advise on and approve or deny compensation requests based on Compensation Guidelines and/or outside of Agency delegation of authority.
- DOC is not responsible for processing information if it has not received the proper documentation as outlined in Exhibit B and on the Managers and Supervisors SharePoint site.

Contract Administration (Regional HR Director)

- Advise managers and supervisors on the application of labor contracts and plan language.
- Advise managers and supervisors on the practical application of employment laws such as FMLA, FLSA, ADA, USERRA, and all discrimination laws.

File Maintenance and Storage (Regional HR)

- Maintain and securely store the personnel files and I-9 documents of CEB's employees.
- Maintain and store audit (job classification decisions) documentation and requisition (vacancy filling) files. This does not include information that managers and supervisors develop during search processes including interview questions, scoring metrics, assessments, etc., which must be maintained by CEB.
- CEB is responsible for maintaining supervisory files.
- Inform CEB on the types of personnel information that should be securely maintained at CEB's worksite.

General Benefits Administration (Regional HR)

- Convey benefit updates and information from MMB to CEB for distribution to employees.
- Benefits questions and issues will be handled directly by the State Employee Group Insurance Program (SEGIP) at MMB.

Labor Relations and Investigations (Regional HR)

- Advise CEB executive director and/or supervisors on grievance matters and assist with appropriate response to grievances for CEB. Grievances filed for arbitration will be managed by MMB Labor Relations.
- Advise CEB executive director regarding relationship with union, including meet and confer sessions, union leave.
- Convey new laws, state rules, and issues from MMB to CEB for distribution to employees.
- Advise supervisors and managers on other employment law issues such as discrimination, sexual harassment, etc.
- Review unemployment claims and represent management in unemployment hearings. Prepare and submit documentation for UI appeals, contested cases, etc.
- Regional Human Resource staff will provide intake services of complaints, will forward the complaint to the appropriate person at CEB, will advise on potential liability issues and best practices for handling. DOC HR Staff may provide investigative services, when appropriate.
- Advise managers and supervisors on potential discipline associated with investigations.

Under the law, employers have an obligation to conduct a prompt and thorough investigation of discrimination or harassment complaints. In addition, bargaining contracts/plans require an investigation prior to the issuance of any discipline, whether for work performance or conduct. Regional HR staff will perform complaint intake, investigations when appropriate, and case management. CEB should be prepared to retain an outside investigator if this is determined to be the appropriate course of action. Regional HR staff are able to coordinate with CEB in contracting an outside investigator. CEB is responsible for paying all costs associated with independent investigations. Should a complaint be filed against the Executive Director, DOC will consult with CEB's Board Chair, as appropriate.

Leave Coordination (Regional HR)

- Process and coordinate FMLA requests.
- Guide CEB managers, supervisors, and employees on other leave types.
- Process transactions involving leaves.
- Provide guidance to CEB's timekeepers, managers, supervisors, and employees regarding the appropriate data that needs to be entered into the timesheet.

New Employee Orientation (NEO) – Regional HR

- Prepare and deliver NEO for all new employees to CEB upon hire and/or at established re-occurring timeline.

Performance Management (Regional HR)

- Coach managers and supervisors on performance management.
- Assist CEB in initial screening of allegations relating to employee misconduct, performance or attendance problems; and conduct and/or coordinate investigations.
- Advise managers and supervisors on managing performance, attendance, conduct issues, and assist with implementing corrective action, including withholding of performance increases, issuing disciplinary action, letters of expectations, etc.
- Provide templates, guidance and will retention of personnel files.

Recruitment and Selection (Central Office HR)

- Provide expertise to managers and supervisors in the hiring process to ensure CEB follows collective bargaining unit contracts and plans, employment laws, and state laws governing state positions.
- Advise on minimum and preferred qualifications and recruitment options.
- Post vacancies in accordance with HR/LR Policies.
- Review position applications to determine which applicants meet the minimum qualifications and refer qualifying candidates to the hiring supervisor.
- Respond to appeals of applicant qualification determinations under Minn. R. 3900.4700.
- Review interview questions and other selection criteria and exercises used in the hiring process, and assist managers and supervisors in developing questions, when requested.
- Document hires for affirmative action purposes.
- Compose and issue offer and employment confirmation letters.
- Examine I-9 documentation, after hire, for legal hiring.
- Notify applicants of position hiring decisions.

Safety & Workers' Compensation (Regional HR)

- File yearly OSHA lost-time reports.
- Assist with first reports of injury filings.

DOC has a Safety Administrator on staff. If CEB needs guidance or assistance with safety issues, the Safety Administrator can be available under this agreement to provide consultant on a case-by-case basis.

Training (Central Office HR and Regional HR)

- Train managers and supervisors on human resources practices, employment law, bargaining unit contract language, compensation, and other topics directly related to human resources.
- Conduct training and/or track completion on topics mandated by law or policy – code of conduct, sexual harassment prevention, right-to-know, etc., based on availability.
- Train managers and supervisors in accordance with Affirmative Action Plan goals and Action Items along with implicit bias.

Transactions (Central Office HR)

- Complete accurate and timely transactions related to:
 - Changes in employee information
 - Hire
 - Funding
 - Promotion
 - Separation dates
 - Increase dates
 - Department ID
 - Medical leaves of absence
 - Performance reviews, etc.

Timely transactions depend on DOC receiving timely information from supervisors and managers about employee status. DOC is not responsible for processing information if it has not received a written request.

DOC is responsible for the following Financial transactions/duties:

Provide financial services and process financial transactions including accounts payable, accounts receivable, procurement, employee payroll and business expenses, grant expenditures, and budgeting. Financial transactions will be processed through the statewide accounting system (SWIFT, BPAS and AMA), payroll and business expenses will be processed through (SEMA4), and procurement through the DOC's internal purchase requisition system (EIOR).

CEB will provide the DOC with all necessary documentation and approvals to ensure effective internal controls and separation of duties.

Accounts Payable

- Ensure payments are processed accurately and in an appropriate and timely manner in accordance with generally-accepted accounting principles (GAAP), Minnesota statutes including Minn. Stat. § 16A.124 "Prompt Payment of State Agency Bills Required," and other state and federal laws and reporting requirements.
- Process expenditure corrections for any expenses determined to be incorrect by the CEB.
- All payments are scheduled to be paid at 30 days unless exempted.

Accounts Receivable

- Ensure all state receipts are properly safeguarded, deposited, and accounted for and recorded in accordance with generally accepted accounting principles (GAAP); Minnesota statutes and other state and federal laws and reporting requirements.

Procurement

- Assist in the procurement process of goods or services needed for CEB operations in compliance with Minnesota statutes and Minnesota Department of Administration purchasing rules.

Payroll and Business Expenses

- Process bi-weekly payroll within established timelines, answer questions, resolve payroll issues, and review payroll records on a regular basis following all applicable federal laws and state guidelines and processes.
- Process retirement and resignation payouts in accordance with collective bargaining agreements or plans.
- Process business expenses on a regular basis in accordance with collective bargaining agreements or plans and within established policies and guidelines.
- Train new supervisors and managers on time entry approval in Employee Self Service.
- Provide training documents to new staff for time entry and business expense entry in Employee Self Service.

Grants

- Meet statutory requirements and ensure grants are properly approved and administered through sound business practices and the guidelines developed by the Minnesota Office of Grants Management (OGM), MMB, and the United States Office of Management and Budget (OMB).
- Complete necessary reporting as it relates to grants management.

Budgeting

- Coordinate with CEB to construct spending plans in a timely, consistent manner, in compliance with MMB directives.
- Make necessary entries in AMA and BPAS as needed for the annual and biennial budget process.
- Load budgets, transfers and adjustments into SWIFT.
- Provide monthly and ad-hoc budget reports as required by CEB.

- Complete annual and quarterly reporting as required by MMB.

Security Administration

- Serve as the Security Administrator for processing access to the State HR (SEMA4) and Accounting (SWIFT) systems that an agency employee might need and review that access on an annual basis per state guidelines.

Continued on next page.

EXHIBIT B to Interagency Agreement between the MN Department of Corrections (DOC) the Cannabis Expungement Board (Agency/CEB)

SERVICE LEVEL AGREEMENT

DOC Human Resources Responsibilities:

DOC will provide the following level of service to CEB:

- Vacancies will be posted within three business days* of receipt of a completed request to fill (if the position does not need to be audited, created, reallocated or the allocation changed). For positions that need a full audit, vacancies will be posted within two to six weeks depending on the complexity of the audit and workload.
 - Positions requiring initial allocation will be allocated within two weeks of the receipt of a complete position description, organizational chart, and signed Position Transaction Request form.
 - Positions requiring reallocation will be audited within six weeks of the receipt of a complete position description, organizational chart, and signed Position Transaction Request form.
- Managers and supervisors will receive a list of qualified candidates within two business days of the closing of a posting.
- Investigations will be conducted promptly. Timing depends on the exact circumstances and availability of investigators and union representatives.
- Leave requests will be reviewed promptly and responses provided within three business days, or the allotted time required by law and policy.
- I-9 processing will be completed upon the start date of each hire to CEB.
- Transactions turned in by Thursday of the non-payroll week will take effect that payroll period.
- Employees hired during the last two days of the pay period may not be paid for those days until the next pay period.
- Changes to state policies/procedures will be communicated within two business days of receipt from DOC or MMB.

*DOC will do its best to adhere to the timelines listed above based on staffing levels, volume of work, and other changes mandated by MMB.

CEB Human Resource Responsibilities:

Management of CEB is responsible for responding to the actions of the organization's employees, including unethical, violent, or harassing behavior and failure to follow state policies and procedures.

Like all other agencies, CEB is also responsible for completing the following human resource actions:

Accommodation Requests

- Timely notification of requests for accommodation will be made to the DOC's ADA Coordinator.
- No accommodation requests will be denied without first consulting with the DOC's ADA Coordinator.

Affirmative Action Plan

- Work jointly with DOC in the creation and implementation of biennial Affirmative Action Plan and Action Items.
- Adhere to the plan and make it a living document.

Classification

- All positions have position descriptions that are updated at least every three years and a copy placed in the supervisory file.
- Position descriptions must be consistent with the employees' actual job duties, include a listing of essential functions under the ADA, and clearly indicate the employee's level of decision-making authority.

- CEB must provide documentation of requests to convert unclassified position to the classified service at least one month in advance of the end of the unclassified position.

Employee Evaluation

- New employees must receive copies of their position descriptions and onboarding to their work and their work unit.
- All new employees must receive mid-probationary and end of probationary reviews.
- All employees must be given feedback on their performance at least once a year with a written formal evaluation placed in the supervisory file.
- Performance expectations are made clear for all employees.
- Employees whose performance, attendance, or behavior is problematic must be discussed with the appropriate Labor Relations Consultant or Regional HR Director.

File Maintenance and Storage

- Maintain supervisory files in accordance with all applicable state laws and guidelines.

Hiring

- Managers and supervisors will not offer employment prior to the DOC Human Resource office affirming that all parts of the process are complete.
 - Hiring managers will provide their HR Staffing Representative:
 - A list of panel members
 - A list of candidates selected for interview prior to sending invitations
 - Draft interview questions and assessments, if applicable
 - Interview Summary sheet or similar documentation providing summary of the interview process and identification of finalist(s)

Labor Relations

- Paying all costs associated with an independent investigation.
- CEB is responsible for the bills associated for mediation, arbitration and hearings.
- Timely notice will be given to DOC for Labor Relations issues.

Leave/FMLA Requests

- Timely notice will be given to DOC Regional HR Staff when knowledge of possible FMLA/Other Leave related events occur.

Policies and Procedures

- Appoint an Ethics Officer and communicate that designation to employees and DOC.
- Ensure formal delegations of duties are on file.
- Ensure operating practices are consistent with state policies.
- Appropriate action is taken for violations of policy.
- Respond to data practices requests. Consult with DOC regional HR director and MMB legal as needed. Legal advice will not be provided by DOC.
- Provide operating policies and procedures to DOC.
- Assign timekeepers in accordance with policies and procedures.

Training

- Employees receive appropriate training related to their position.
- All classified managers and supervisors attend required training(s) through Enterprise Training and Development (ETD) offered through MMB.
- Payment of all costs associated with training provided by ETD, MNIT or other agencies external to the State.

Worker's Compensation

- Submit the First Report of Injury (FRI) within three business days of the incident/injury

DOC Finance Responsibilities:

DOC will provide the following level of service to CEB:

- Make payments in SWIFT to meet the statutory 30-day prompt pay requirement.
- Submit all required reports to MMB by the deadlines established.
- Submit 16A violations to the Department of Administration.
- Load budgets prior to July 1 and make adjustments in a timely manner as directed by CEB.
- Create purchase orders for EIORs submitted by CEB in a timely manner.

CEB Finance Responsibilities:

CEB is responsible for the following:

- Initiate purchases of goods, services, or materials needed for operations requests in EIOR.
- Complete 16A purchasing violations as required.
- Participate in the annual and biennial budget process.
- Approve accounts payable invoices, ensuring invoices match packing slips and purchase orders, within tolerance, before submitting to A/P.
- Ensure receipts are properly safeguarded until they are delivered to DOC Finance for deposit.
- Participate in determining RFP and contracting requirements as needed.
- Review and approve all payroll departments in Employee Self Service by the deadline to ensure employees are paid accurately and timely.
- Complete System security forms as needed for access to HR and Finance state systems.



State of Minnesota

Interagency Agreement

SWIFT Contract Number: 266057

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. July 1, 2024, 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, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

In FY 2025, 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: \$152,175.00.

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, 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, 651-361-7280, connie.jones@state.mn.us or his/her successor or delegate.



State of Minnesota

Interagency Agreement

Radio and Mobile Communication Services

Amendment 1

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

Recitals

1. MSP and DOC have an Interagency Agreement identified as SWIFT contract number 184998 ("Original Agreement") for MSP's provision of emergency or anticipated high-risk dispatching services.
2. MSP wishes to amend the Original Agreement in order to accommodate DOC's use of an updated VPN framework.
3. MSP and DOC are willing to amend the Original Agreement as stated below.

Agreement Amendment

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

REVISION 1. Clause 2, "Scope of Work", subsection 2.2 is amended as follows:

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 A1 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 A1 which is attached and incorporated into this Agreement.

REVISION 2. Clause 3, "Consideration and Payment", is amended as follows:

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 to 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. The NetMotion Fee is waived after FY23, provided DOC utilizes a similar VPN product that meets State Patrol requirements.
- 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 <u>050.00</u>
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 <u>200.00</u> <u>\$ 666,400<u>050.00</u></u>	

REVISION 3. Exhibit A of the Original Agreement is deleted in its entirety and is replaced with Exhibit A1, which is attached and incorporated into this Agreement Amendment.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

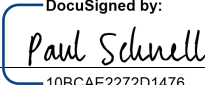
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

By: _____

Date: _____

Purchase Order Number: NOT APPLICABLE; NO
ADDITIONAL FUNDS

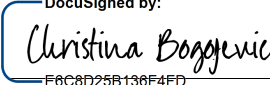
2. MINNESOTA DEPARTMENT OF CORRECTIONS

By:  DocuSigned by:
10BCAE2272D1476...

Title: Commissioner

Date: 6/2/2023

3. MINNESOTA DEPARTMENT OF PUBLIC SAFETY; MINNESOTA STATE PATROL

By:  DocuSigned by:
E6C8D25B136F4FD...

Title: Asst. Chief

Date: 6/2/2023

Exhibit A1

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, or a similar VPN approved by the State Patrol
-Functional GPS compatible with Minnesota State Patrol

Software
NetMotion (if using cellular), or a similar VPN approved by the State Patrol
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

**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