

October 15, 2026

Senate Judiciary and Public Safety Finance and Policy Committee

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

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

House Public Safety Finance and Policy Committee

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

Representative Paul Novotny, Chair
2nd 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 2026, the DOC had 94 transfers with a cumulative value of more than \$100,000, totaling \$83,561,950. 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 2026, DOC had 11 interagency and service level agreements with a cumulative value of more than \$100,000, for a total amount of \$4,719,606. These agreements were with the Minnesota Department of Human Services, Minnesota Department of Public Safety, Minnesota

Attorney General's Office, Minnesota Supreme Court (State Law Library), Minnesota Management and Budget, Minnesota Department of Employment and Economic Development, and Cannabis Expungement Board. The enclosed report and supporting agreements provide details about each agreement, including the participating 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 black ink, appearing to read "Paul Schnell", with a long horizontal flourish extending to the right.

Paul Schnell, Commissioner
Minnesota Department of Corrections

Enclosures

cc: Kelly Haff

Transfers - Minnesota Department of Corrections FY 2026

Converted from the attached Excel workbook; all worksheet data in the designated print area is included.

Transfer Out Agency	Transfer Out Fund	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority
DOC	General	P781010	MCF-SCL Operations	\$-550,000	DOC	General	P781110	MCF-STW Operations	\$550,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781010	MCF-SCL Operations	\$-583,000	DOC	General	P781210	MCF-LL Operations	\$583,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781010	MCF-SCL Operations	\$-204,000	DOC	General	P781310	MCF-OPH Operations	\$204,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781010	MCF-SCL Operations	\$-460,032.63	DOC	General	P784210	Institution Support Services	\$460,032.63	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781110	MCF-STW Operations	\$-7,172,581.36	DOC	General	P784210	Institution Support Services	\$7,172,581.36	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781210	MCF-LL Operations	\$-432,905.40	DOC	General	P784210	Institution Support Services	\$432,905.40	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781310	MCF-OPH Operations	\$-283,182.59	DOC	General	P784210	Institution Support Services	\$283,182.59	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781410	MCF-ML Operations	\$-134,437.35	DOC	General	P784210	Institution Support Services	\$134,437.35	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781510	MCF-FRB Operations	\$-770,264.45	DOC	General	P784210	Institution Support Services	\$770,264.45	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781710	MCF-RC Operations	\$-142,000	DOC	General	P781310	MCF-OPH Operations	\$142,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781710	MCF-RC Operations	\$-437,000	DOC	General	P781410	MCF-ML Operations	\$437,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781710	MCF-RC Operations	\$-343,000	DOC	General	P781510	MCF-FRB Operations	\$343,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781710	MCF-RC Operations	\$-122,000	DOC	General	P783010	MCF-RW Operations	\$122,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781710	MCF-RC Operations	\$-863,344.23	DOC	General	P784210	Institution Support Services	\$863,344.23	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781810	MCF-Togo-CIP-Male Operations	\$-588,360.46	DOC	General	P784210	Institution Support Services	\$588,360.46	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P781810	MCF-Togo-CIP-Male Operations	\$-439,699.64	DOC	General	P784714	Successful Reentry	\$439,699.64	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P782010	MCF-SHK Operations	\$-1,298,265.48	DOC	General	P784210	Institution Support Services	\$1,298,265.48	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784010	Education	\$-2,504,146.50	DOC	General	P784210	Institution Support Services	\$2,504,146.50	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784110	Health Services	\$-1,655,813.01	DHS	General	H551309	33 Medical Assistance Grants	\$1,655,813.01	State costs of medical assistance for inmates with inpatient claims.	MS 256B.04, Subd. 23
DOC	General	P784110	Health Services	\$-2,309,000	DOC	General	P784128	Nursing and Dental Services	\$2,309,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784110	Health Services	\$-208,000	DOC	General	P784131	Case Management	\$208,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784110	Health Services	\$-903,725.03	DOC	General	P784210	Institution Support Services	\$903,725.03	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784126	Mental Health Services	\$-944,034.52	DOC	General	P784210	Institution Support Services	\$944,034.52	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784127	Substance Use Order Treatment	\$-2,140,000	DOC	General	P784126	Mental Health Services	\$2,140,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784128	Nursing and Dental Services	\$-3,413,523.75	DOC	General	P784210	Institution Support Services	\$3,413,523.75	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784130	Sex Offender Treatment	\$-330,000	DOC	General	P784126	Mental Health Services	\$330,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002

Transfer Out Agency	Transfer Out Fund	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority
DOC	General	P784130	Sex Offender Treatment	\$-300,257.20	DOC	General	P784210	Institution Support Services	\$300,257.20	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784131	Case Management	\$-937,775.76	DOC	General	P784210	Institution Support Services	\$937,775.76	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-1,465,991	DOC	General	P781010	MCF-SCL Operations	\$1,465,991	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-4,613,230	DOC	General	P781110	MCF-STW Operations	\$4,613,230	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-1,240,751	DOC	General	P781210	MCF-LL Operations	\$1,240,751	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-1,304,081	DOC	General	P781310	MCF-OPH Operations	\$1,304,081	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-1,836,761	DOC	General	P781410	MCF-ML Operations	\$1,836,761	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-1,955,168	DOC	General	P781510	MCF-FRB Operations	\$1,955,168	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-457,509	DOC	General	P781610	MCF-WR-CIP Operations	\$457,509	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-1,942,022	DOC	General	P781710	MCF-RC Operations	\$1,942,022	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-539,017.64	DOC	General	P781810	MCF-Togo-CIP-Male Operations	\$539,017.64	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-1,387,242	DOC	General	P782010	MCF-SHK Operations	\$1,387,242	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-463,311	DOC	General	P783010	MCF-RW Operations	\$463,311	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-161,438.35	DOC	General	P784010	Education	\$161,438.35	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-1,899,462	DOC	General	P784110	Health Services	\$1,899,462	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-734,000	DOC	General	P784126	Mental Health Services	\$734,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-940,000	DOC	General	P784127	Substance Use Order Treatment	\$940,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-2,202,000	DOC	General	P784128	Nursing and Dental Services	\$2,202,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-653,000	DOC	General	P784130	Sex Offender Treatment	\$653,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-1,031,000	DOC	General	P784131	Case Management	\$1,031,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-156,000	DOC	General	P784211	Offender Records-ISS	\$156,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-453,000	DOC	General	P784310	Office of Special Investigatns	\$453,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-295,300	DOC	General	P784410	Transportation	\$295,300	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784210	Institution Support Services	\$-435,300.36	DOC	General	P784714	Successful Reentry	\$435,300.36	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784211	Offender Records-ISS	\$-255,000	DOC	General	P784210	Institution Support Services	\$255,000	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784298	Interstate Compact Adult Supv	\$-142,032	DOC	General	P784210	Institution Support Services	\$142,032	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784310	Office of Special Investigatns	\$-383,886.49	DOC	General	P784210	Institution Support Services	\$383,886.49	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002
DOC	General	P784410	Transportation	\$-370,492.58	DOC	General	P784210	Institution Support Services	\$370,492.58	Reallocation of resources within Program 01 throughout the fiscal year, per agency head approval.	25 035 02 006 002

Transfer Out Agency	Transfer Out Fund	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority
DOC	General	P786110	Special Supervision	\$-227,643.89	DOC	General	P787310	Program Support & Evaluation	\$227,643.89	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P786210	Sentencing to Service	\$-1,729,602.34	DOC	General	P787310	Program Support & Evaluation	\$1,729,602.34	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P786410	Reentry Services	\$-240,000	DOC	General	P787010	Risk Assess/Comm Notification	\$240,000	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P786410	Reentry Services	\$-886,639.05	DOC	General	P787310	Program Support & Evaluation	\$886,639.05	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P786710	Work Release	\$-326,455.63	DOC	General	P787310	Program Support & Evaluation	\$326,455.63	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P787010	Risk Assess/Comm Notification	\$-232,576.24	DOC	General	P787310	Program Support & Evaluation	\$232,576.24	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P787210	Pass Thru Grants & Subsidies	\$-149,700	DOC	General	P786110	Special Supervision	\$149,700	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P787212	Grants/Subsidy/Offender Suprt	\$-812,392.95	DOC	General	P787310	Program Support & Evaluation	\$812,392.95	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P787310	Program Support & Evaluation	\$-772,500	DOC	General	P786110	Special Supervision	\$772,500	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P787310	Program Support & Evaluation	\$-467,000	DOC	General	P786410	Reentry Services	\$467,000	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P787310	Program Support & Evaluation	\$-300,000	DOC	General	P786710	Work Release	\$300,000	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P787310	Program Support & Evaluation	\$-126,763.07	DOC	General	P787212	Grants/Subsidy/Offender Suprt	\$126,763.07	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P787410	Hearings and Release	\$-127,131.06	DOC	General	P787310	Program Support & Evaluation	\$127,131.06	Reallocation of resources within Program 02 throughout the fiscal year, per agency head approval.	25 035 02 006 003
DOC	General	P788110	Financial Services	\$-1,551,770.14	DOC	General	P788510	Operations Support Services	\$1,551,770.14	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788210	Human Resources	\$-1,907,693.08	DOC	General	P788510	Operations Support Services	\$1,907,693.08	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788310	Information & Technology	\$-432,000	DOC	General	P788010	Employee Development	\$432,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788310	Information & Technology	\$-3,967,000	DOC	General	P788110	Financial Services	\$3,967,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788310	Information & Technology	\$-3,191,000	DOC	General	P788210	Human Resources	\$3,191,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788310	Information & Technology	\$-1,425,972.48	DOC	General	P788510	Operations Support Services	\$1,425,972.48	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788310	Information & Technology	\$-697,000	DOC	General	P788515	Government and External Rel	\$697,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788310	Information & Technology	\$-400,000	DOC	General	P788710	Planning and Performance	\$400,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788310	Information & Technology	\$-684,000	DOC	General	P789010	Inspection and Enforcement	\$684,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788310	Information & Technology	\$-360,000	DOC	General	P789110	Office of Prof Accountability	\$360,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788410	Administrative Services	\$-152,078.32	DOC	General	P788510	Operations Support Services	\$152,078.32	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788510	Operations Support Services	\$-592,318.58	DOC	General	P788110	Financial Services	\$592,318.58	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788510	Operations Support Services	\$-1,000,000	DOC	General	P788210	Human Resources	\$1,000,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788510	Operations Support Services	\$-167,640.47	DOC	General	P788410	Administrative Services	\$167,640.47	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788510	Operations Support Services	\$-160,000	DOC	General	P788515	Government and External Rel	\$160,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004

Transfer Out Agency	Transfer Out Fund	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority
DOC	General	P788510	Operations Support Services	\$-260,000	DOC	General	P788610	Policy & Legal Services	\$260,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788510	Operations Support Services	\$-200,000	DOC	General	P788710	Planning and Performance	\$200,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788510	Operations Support Services	\$-351,000	DOC	General	P788810	Offender Records	\$351,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788511	Diversity Equity and Inclusion	\$-119,000	DOC	General	P788510	Operations Support Services	\$119,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788515	Government and External Rel	\$-231,104.98	DOC	General	P788510	Operations Support Services	\$231,104.98	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788610	Policy & Legal Services	\$-317,255.57	DOC	General	P788510	Operations Support Services	\$317,255.57	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788710	Planning and Performance	\$-201,504.06	DOC	General	P788510	Operations Support Services	\$201,504.06	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788810	Offender Records	\$-263,225.15	DOC	General	P788510	Operations Support Services	\$263,225.15	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P788910	Victim Services	\$-106,000	DOC	General	P789110	Office of Prof Accountability	\$106,000	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P789010	Inspection and Enforcement	\$-140,677.14	DOC	General	P788510	Operations Support Services	\$140,677.14	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	General	P789110	Office of Prof Accountability	\$-197,607.18	DOC	General	P788510	Operations Support Services	\$197,607.18	Reallocation of resources within Program 03 throughout the fiscal year, per agency head approval.	25 035 02 006 004
DOC	Restrict Misc Special Revenue	P784241	Aid to Victims of Crime	\$-300,353.45	DPS	Restrict Misc Special Revenue	P076512	Inmate Restitution	\$300,353.45	Crime Victims Reparations Board contributions.	MS 611A.612
TOTAL				\$-83,561,949.61					\$83,561,949.61		

IAAs - Minnesota Department of Corrections FY 2026

Converted from the attached Excel workbook; all worksheet data in the designated print area is included.

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration	Contract #
DHS	\$231,774	MS 16C.05, Subd. 2	DHS provides Combined Application Form pilot program connecting fragmented services from incarceration to the community to DOC	07/01/2021	06/30/2026	192,146
DHS	\$111,950	MS 471.59	DHS provides background studies and licensing to DOC	03/28/2024	03/31/2029	246,082
Supreme Court	\$599,398	MS 16C.05, Subd. 2	State Law Librarian provides law library services to DOC	07/01/2025	06/30/2027	270,327
Public Safety	\$652,750	MS 16C.05, Subd. 2	State Patrol provides emergency radio dispatching services to DOC	07/01/2025	06/30/2030	271,810
Cannabis Expungement Board	\$220,000	MS 16C.05, Subd. 1	DOC provides human resources and financial support to CEB	07/01/2025	06/30/2027	272,358
MMB	\$140,170	MS 16C.05, Subd. 2	MAD sub-contracts for organizational consulting services to DOC	07/17/2025	06/30/2026	272,936
Attorney General	\$1,935,500	MS 8.15, Subd. 3	Attorney General provides legal services to DOC	07/01/2025	06/30/2027	276,737
MMB	\$128,304	MS 16C.05, Subd. 2	MAD sub-contracts for payroll consulting services to DOC	09/30/2025	02/28/2026	277,363
MMB	\$144,080	MS 434A.09, 43A.21, and 471.59	MMB provides enterprise training and development services to DOC	12/16/2025	06/30/2026	280,664
DEED	\$310,000	MS 16C.05, Subd. 2	DEED will provide collaborative pre- and post-release employment services for DOC	04/01/2026	06/30/2027	286,147
MMB	\$245,680	MS 16C.05, Subd. 2	MAD provides Stillwater prison closure study to DOC	05/07/2026	12/31/2026	290,055
Total	\$4,719,606					



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 15th 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 15th, 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 15th, 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 15th, 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 15th, 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, 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

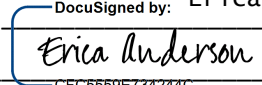
Each party will be responsible for its own acts and behaviors and the results thereof.

8. Termination

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

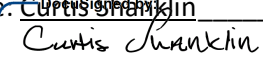
1. State Encumbrance Verification

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

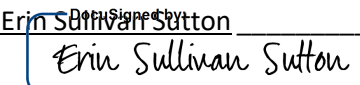
3. DOC

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

Interagency Agreement

This Interagency Agreement, and all amendments and supplements to the agreement (“AGREEMENT”), is between the Minnesota Department of Human Services, Office of Inspector General, Licensing and Background Studies Divisions (“DHS”) and the Minnesota Department of Corrections, Office of Inspector General (“DOC”). This AGREEMENT refers to DHS and DOC each individually as “an AGENCY,” and collectively as “the AGENCIES.”

Recitals

WHEREAS, the Minnesota Legislature has declared, in Minnesota Statutes section 260E.01, that the public policy of this state is to protect children whose health or welfare may be jeopardized through maltreatment; and

WHEREAS, it is the intention of DHS and DOC, consistent with applicable laws and administrative rules, to advance the Legislature’s stated policy by coordinating licensing activities relating to secure and nonsecure residential juvenile treatment facilities; and

WHEREAS, Laws of Minnesota 1995, chapter 226, article 3, section 60 required the Commissioners of Human Services and Corrections to jointly adopt licensing and programming rules for secure and nonsecure residential juvenile treatment facilities; and

WHEREAS, joint licensing and programming rules governing children’s residential facilities were adopted under Minnesota Rules chapter 2960 enabling facilities to provide appropriate services to children as necessary to address their physical, emotional, mental health, and housing needs; and

WHEREAS, Minnesota Statutes section 241.021, subdivision 6 requires DOC to contract with DHS to conduct background studies of individuals providing services in secure and nonsecure residential facilities and detention facilities who have direct contact, as defined in Minnesota Statutes section 245C.02, subdivision 11, with persons served in the facilities; and

WHEREAS, pursuant to Minnesota Statutes section 260E.14, subdivision 1, DHS is the agency responsible for assessing or investigating allegations of maltreatment in juvenile correction facilities listed under section 241.021 located in the local welfare agency’s county and in facilities licensed or certified under Minnesota Statutes chapters 245A, 245D, and 245H, except for child foster care and family child care; and

WHEREAS, pursuant to Minnesota Statutes section 13.46, subdivision 4(h), (i), and (k), certain not public licensing data, including background study data and maltreatment investigative data, may, in specified circumstances, be shared or exchanged between DHS and DOC; and

WHEREAS, DHS and DOC (1) understand that, in carrying out their respective duties under this AGREEMENT, each may obtain, maintain, use, disclose, and exchange one or more types of private or sensitive personally identifiable information that is protected under state and/or federal law, and (2) acknowledge and accept their respective duties to safeguard this information; and

WHEREAS, the joint licensure of services necessitates the use of a common license database by DHS and DOC to coordinate licensing and certification activities, and DHS has an existing license information system that can be utilized to provide licensing data needed by DOC; and

WHEREAS, the parties agree that, for purposes limited to facilitation of their respective duties and responsibilities under this AGREEMENT, DOC will function as part of the “welfare system” as defined in Minnesota Statutes section 13.46, subdivision 1(c), and accordingly, as permitted under section 13.46, subdivisions 2, 3, and 4, DOC may collect, access, create, store, maintain, disseminate, and use welfare data as necessary under this contract; and

WHEREAS, this AGREEMENT will allow improved sharing of electronic data resulting from those background studies; and

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

THEREFORE, it is agreed:

1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

1.1. Effective Date. The AGREEMENT is effective on **April 1, 2024**, or the date that the final signature is obtained, pursuant to Minnesota Statutes section 16C.05, subdivision 2, whichever occurs later.

1.2. Expiration Date. The AGREEMENT remains in effect through **March 31, 2029**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES’ satisfaction, whichever occurs first.

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

2. DUTIES

2.1. DHS's Duties:

DHS must:

Background Studies Division

- 2.1.1.** Conduct background studies required by Minnesota Statutes section 241.021, subdivision 6, in compliance with the provisions of Minnesota Statutes chapter 245C;
- 2.1.2.** Provide necessary NETStudy 2.0 system access and training to DOC to initiate background studies on persons newly affiliated with licensed in-home family child foster care providers;
- 2.1.3.** Process reconsideration requests received into the NETStudy 2.0 system for DOC to access and process;
- 2.1.4.** Obtain and provide DOC with criminal history data from the Minnesota Bureau of Criminal Apprehension ("BCA"), criminal history data held by DHS, and data about substantiated maltreatment under Minnesota Statutes chapter 260E or section 626.557 on individuals providing services in secure and nonsecure residential facilities and detention facilities who have direct contact, as defined in Minnesota Statutes section 245C.02, subdivision 11, with persons served in the facilities, as specified in Minnesota Statutes section 241.021, subdivision 6;
- 2.1.5.** Obtain and provide DOC with data about substantiated maltreatment according to Minnesota Statutes section 245C.08, subdivision 1(a)(6);
- 2.1.6.** Conduct a national criminal history check when the background study is for an individual who is 18 years of age or older, or for any other subjects when DHS has "reasonable cause to require a national criminal history check," as defined in Minnesota Statutes section 245C.02, subdivision 15a, and affiliated with an in-home family child foster care license, a children's residential facility, or a corporate child foster care provider;
- 2.1.7.** Provide notification of the background study results to the facilities, background study subjects, and the DOC;
- 2.1.8.** Provide documents as necessary so DOC may review reconsideration requests and conduct appeals of disqualification decisions; and
- 2.1.9.** Provide DOC with the Background Studies Division's Data Access and Use Agreement and track compliance.

Licensing Division

2.1.10. Electronic Licensing Management System: DHS shall provide ongoing maintenance of DHS's Electronic Licensing Management System ("ELMS") for DOC. Ongoing maintenance costs are \$7,000 for each year of the Agreement and include the following:

- 1) Data entry and storage,

- 2) Report writing,
- 3) Technical assistance, and
- 4) License certificate changes to include DOC on certificate.

2.1.11. Intake and In-Office Assessment: DHS shall receive and assess reports alleging maltreatment of a child or vulnerable adult. During the assessment process DHS shall perform the following:

- 1) Review initial information and gather additional information from facilities and individuals associated with the report;
- 2) Determine whether a report requires an out-of-office investigation;
- 3) Inform DOC of the allegation(s) and of DHS's initial disposition; and
- 4) Electronically document DHS's initial disposition in Social Service Information System ("SSIS") and maintain information relevant to that disposition in DHS Licensing's FileNet.

2.1.12. Investigation: Upon determining that an investigation is warranted, DHS shall perform the following:

- 1) Initiate an investigation, pursuant to Minnesota Statutes chapter 260E and section 626.557 and related DHS protocols;
- 2) Determine whether maltreatment occurred;
- 3) Inform DOC of DHS's final disposition;
- 4) Electronically document DHS's final disposition in SSIS and maintain information relevant to that disposition in DHS's Licensing's FileNet system; and
- 5) Post public investigation memoranda to DHS's Licensing Information Look-Up website.

2.1.13. Licenses for DOC Facilities: DHS shall provide new licenses for all eligible DOC facilities no later than December 1st of each year for the next calendar year.

2.2. DOC's Duties:

DOC must:

Background Studies Activities

2.2.1. Review and decide reconsideration requests, including the granting of variances, in facilities that are regulated solely by DOC; and

2.2.2. Provide DOC's decision to the background study subject and the facility;

2.2.3. Provide DOC's decision to the DHS Background Studies Division through NETStudy 2.0;

2.2.4. Comply with the Background Studies Division's Data Access and Use Agreement and submit a copy of the signed attestation to the Background Studies Division;

2.2.5. Comply with applicable data privacy and security requirements and other information management requirements set forth in Attachment A; and

2.2.6. Notify DHS if a DOC user no longer needs access to NETStudy 2.0 or if the DOC staff member(s) who is authorized by DOC to access NETStudy 2.0 changes.

Licensing Activities

Maltreatment Investigations

2.2.7. Maintenance of DHS's Social Services Information System: DOC shall provide funding for the ongoing maintenance of SSIS as it relates to DOC programs.

2.2.8. Maltreatment Investigations: DOC shall perform the following:

- 1) Provide training and consultation to DHS regarding DOC programs and requirements as needed;
- 2) Immediately refer to DHS for investigation suspected maltreatment that is based upon information received by DOC or that was detected by DOC during a licensing review. The referral must be made to DHS Licensing Division's Central Intake Unit; and
- 3) Review final determinations of maltreatment made by DHS for consideration by DOC of licensing requirements and appropriate actions.

2.3. DHS and DOC's Joint Duties

DHS and DOC must perform the following:

Licensing Activities

Licensing Action Protocol

2.3.1. Licensing action and enforcement policies: Both DHS and DOC shall retain their current licensing action and/or enforcement practices relative to addressing noncompliance with rule requirements under Minnesota Rules chapter 2960.

2.3.2. Questions regarding rule enforcement: Issues and questions concerning the enforcement of Minnesota Rules chapter 2960 that affect both agencies shall be addressed through routine informal communication between designated authorized representatives from each AGENCY.

2.3.3. Dual licensed/certified program/facility: Whenever there is a dual licensed/certified program/facility and a licensing action is necessary to address licensing/certification deficiencies, the licensing agency that initiates the licensing action must first notify and consult with the other licensing agency prior to taking any official action.

3. CONSIDERATION AND TERMS OF PAYMENT

3.1. Background Studies

3.1.1. Consideration: The fee to be paid by DOC for services performed by DHS's Background Studies Division pursuant to this Agreement shall be \$16,200 per year, paid in equal quarterly installments of \$4,050.

3.1.2. Payment: Following each quarter of the fiscal year, DHS shall send a bill to DOC for payment for background studies completed in the previous quarter by DHS for DOC. Within 30 days from the receipt of the bill, DOC shall submit payment to DHS as directed on the billing invoice.

3.2. Licensing and Maltreatment Investigation Activities

3.2.1. Consideration: The fee for services performed by DHS's Licensing Division pursuant to this Agreement shall be \$7,000 for each year of the Agreement.

3.2.2. Payment: Following each fiscal year of this Agreement, payment shall be made by DOC within 30 days after an invoice is created by DHS following approval of the Agreement. Within 30 days from the receipt of the bill, DOC shall submit payment to DHS as directed on the billing invoice.

4. CONDITIONS OF PAYMENT. DHS will perform all services pursuant to this AGREEMENT to the satisfaction of DOC, according to the sole discretion of the DOC's authorized representative. This provision does not relieve the parties of the duty to meet and confer.

5. AUTHORIZED REPRESENTATIVES.

5.1. DHS. DHS's Authorized Representative for the purposes of administration of this AGREEMENT as to Background Studies Activities is **Dawn Davis, Deputy Inspector General, Background Studies Division, Office of Inspector General**, or successor. Phone and email: (651) 431-2113 and dawn.davis@state.mn.us. DHS's Authorized Representative for the purposes of administration of this AGREEMENT as to Licensing and Maltreatment Investigations Activities is **Alyssa Dotson, Deputy Inspector General, Licensing Division, Office of Inspector General**, or successor. Phone and email: (651) 431-6560 and alyssa.m.dotson@state.mn.us.

5.2. DOC. DOC's Authorized Representative is **Gregory Huska, Inspector General**, or successor. Phone and email: (651) 361-7207 and gregory.huska@state.mn.us. DOC will immediately notify DHS if DOC's Authorized Representative changes at any time during this AGREEMENT.

5.3. Information Privacy and Security. Attachment A, which is incorporated herein by reference, sets forth the AGENCIES' responsibilities regarding information privacy and security responsibilities and the disposition of the data when this AGREEMENT ends as a result of completion or termination.

6. AMENDMENTS. The AGENCIES must execute any amendments to this AGREEMENT in writing. Any amendments to this AGREEMENT will not be effective until executed and approved by the same parties who executed and approved the original AGREEMENT, or their successors in office.

7. LIABILITY.

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

7.2. Each party is responsible for the actions of their employees, contractors, subcontractors, and agents who are authorized by the party to use protected information (as defined in Attachment A) and is solely responsible for the consequences of any violation of statute applicable to the protected information.

7.3. In addition to acknowledging and accepting the general terms set forth in this AGREEMENT relating to liability, the parties acknowledge that violation of the applicable safeguards could result in the following:

- 1) Limitation, suspension, or termination of access to protected information governed by this contract; and
- 2) Imposition of sanctions (including but limited to civil and criminal penalties) by among other agencies, the U.S. Department of Health and Human Services, Office for Civil Rights; the federal Internal Revenue Service ("IRS"); the Centers for Medicare & Medicaid Services ("CMS"); and the Office of the Attorney General for the State of Minnesota.

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

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

10. INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the "Data Sharing Agreement Terms and Conditions", which is attached and incorporated into this AGREEMENT as Attachment A, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

11. INTERPRETATION. Any ambiguity in this AGREEMENT shall be interpreted to permit compliance with the laws and other applicable safeguards listed or discussed herein, including those discussed in Attachment A.

12. DOCUMENTATION REQUIRED. Any documentation required by this AGREEMENT, or by applicable laws, standards, or policies, of activities and duties of the parties, or of other matters pertinent to the execution of this AGREEMENT, must be securely maintained and retained by each party for a period of three years from the date of expiration or cancellation of this AGREEMENT, or longer if

required by applicable law, after which the documentation must be disposed of consistent with Attachment A.

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Signature Page Follows

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

APPROVED:

1. ENCUMBRANCE VERIFICATION

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

By: Blair Berkeset
DocuSigned by:
8CCC78BDC59A473...
Date: 3/28/2024

SWIFT Contract No: 246082

SWIFT PO #: FY 25 funds budget not loaded

2. DOC – Minnesota Department of Corrections

By: Paul Schnell
DocuSigned by:
10BCAE2272D1476...
With delegated authority
Title: Commissioner
Date: 3/28/2024

3. DHS—Office of Inspector General, Licensing Division

By: Alyssa Dotson
DocuSigned by:
BA50D0977686406...
With delegated authority

Title: Deputy Inspector General, Licensing

Date: 3/28/2024

4. DHS—Office of Inspector General, Background Studies Division

By: Dawn Davis
DocuSigned by:
D4E300CE40944D5...
With delegated authority

Title: Deputy Inspector General-BGS

Date: 3/28/2024

Distribution:

DHS – Original (fully executed) contract

DOC

Contracting & Legal Compliance, Contracts Unit-
#0238

ATTACHMENT A – DATA SHARING AGREEMENT TERMS AND CONDITIONS

This Attachment sets forth the terms and conditions in which DHS will share data with and permit DOC to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act and other Applicable Safeguards.

The parties agree to comply with all applicable provisions of the Minnesota Government Data Practices Act and any other Applicable Safeguards that apply to the Protected Information.

General Description of Protected Information That Will Be Shared: Licensing and background studies data, including criminal and maltreatment history data, will be shared by the parties under this AGREEMENT.

Purpose for Sharing Protected Information and Expected Outcomes: Licensing data, criminal history data, and data about maltreatment on individuals who are providing services in secure and nonsecure residential facilities and detention facilities who have direct contact with persons served in said facilities will be shared by the parties for licensing purposes and background study purposes.

DHS is permitted to share the Protected Information with DOC pursuant to the following: Minnesota Statutes chapters 245C and 260E and sections 13.46, subdivisions 1-4, 241.021, subdivision 6, and 626.557.

This Attachment neither creates a business associate relationship nor constitutes a business associate agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA). The parties therefore agree as follows:

DEFINITIONS

- A. “Agent” means DOC’s and DHS’s employees, contractors, subcontractors, and other non-employees and representatives.
- B. “Applicable Safeguards” shall mean the state and federal safeguards listed in subsection 2.1.A of this Attachment.
- C. “Breach” means a Privacy Incident or Security Incident that results in the compromise of the security, confidentiality, or integrity of Protected Information or a Use or Disclosure of Protected Information not otherwise permitted by law.
- D. “Contract” means the Interagency Agreement between DHS and DOC to which this Attachment is attached.
- E. “Disclose” or “Disclosure” means the release, transfer, provision of access to, or divulging in any manner of Protected Information by the entity in possession of the Protected Information,
- F. “Individual” means the person who is the subject of Protected Information.

- G. "Privacy Incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.
- H. "Protected Information" means any information, regardless of form or format, which is or will be Used by DHS or DOC under the Contract that is protected by federal or state laws, statutes, regulations, policies, or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member or information about juveniles and vulnerable adults who receive services from secure and nonsecure residential facilities and detention facilities licensed or certified by the DOC. Protected Information also includes, but is not limited to, such information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- I. "Security Incident" means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.
- J. "Use" or "Used" means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. "Use" includes any of these activities whether conducted manually or by electronic or computerized means.
- K. "User" means an individual, who is an employee, contractor, subcontractor, or other agent of either party, who has been authorized to use protected information.

1. INFORMATION EXCHANGED

- 1.1** This Attachment governs the data that will be exchanged pursuant to the parties performing the services described in the Contract. The data exchanged under the Contract will include the following: licensing and background studies data, including criminal and maltreatment history data.
- 1.2** The data exchanged under the Contract is provided in order for the parties to perform the following: execute licensing or certification activities for secure and nonsecure residential facilities and detention facilities serving children and youth licensed or certified by DOC under Minnesota Statutes section 241.021, subdivision 2, and comply with section 241.021, subdivision 6, requiring that individuals who have direct contact with persons served in these facilities have a background study conducted according to Minnesota Statutes chapter 245C.
- 1.3** The parties are permitted to share the Protected Information with each other pursuant to: Minnesota Statutes chapters 245C and 260E and sections 13.46, subdivisions 1-4, 241.021, subdivision 6, and 626.557.

2. INFORMATION PRIVACY AND SECURITY

DOC and DHS must comply with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, as it applies to all data provided by the parties under the Contract, and as it applies to all data created, collected, received, stored, Used, maintained, or disseminated by the parties under the Contract. The civil remedies of Minn. Stat. § 13.08 apply to both parties.

2.1 Compliance with Applicable Safeguards.

A. State and Federal Safeguards.

The parties acknowledge that the Protected Information to be shared under the terms of the Contract may be subject to one or more of the following laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised (“Applicable Safeguards”), and agree to abide by the same:

1. Minnesota Health Records Act (Minn. Stat. § 144.291 - 144.298);
2. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to § 2.67);
3. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, “Confidentiality and Disclosure of Returns and Return Information,” and Publication 1075);
4. U.S. Privacy Act of 1974;
5. Computer Matching Requirements (5 U.S.C. § 552a, “Records Maintained on Individuals”);
6. Social Security Data Disclosure (42 U.S.C. § 1306, “Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services”);
7. Disclosure of Information to Federal, State and Local Agencies (“DIFSLA Handbook” Publication 3373);
8. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, “Privacy and Security of Personally Identifiable Information,”);
9. NIST Special Publication 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations,” Revision 4 (NIST.SP.800-53r4), and;
10. All state of Minnesota [“Enterprise Information Security Policies and Standards.”](https://mn.gov/mnit/government/policies/security/)¹

The parties further agree to comply with all other rules, regulations, and laws, including as amended or revised, applicable to the exchange, Use and Disclosure of data under the Contract.

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

2.2 DHS and DOC Data Responsibilities.

¹ See <https://mn.gov/mnit/government/policies/security/>

A. Use Limitation.

- 1. Restrictions on Use of Protected Information.** Except as otherwise authorized in the Contract or this Attachment, the parties may only Use or Disclose Protected Information as minimally necessary to provide the services as described in the Contract and this Attachment, or as otherwise required by law, provided that such Use or Disclosure of Protected Information, if performed by either party, would not violate the Contract, this Attachment, or state and federal statutes or regulations that apply to the Protected Information.
- 2. Federal tax information.** To the extent that Protected Information Used under the Contract constitutes “federal tax information” (FTI), the parties shall ensure that this data only be Used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication 1075.

B. Individual Privacy Rights. The parties shall ensure Individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

- 1. Complaints.** The parties shall work cooperatively and proactively with each other to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.
- 2. Amendments Requested by Data Subject.** Within three (3) business days, the parties must forward to the other party any request to make any amendment(s) to Protected Information in order for each party to satisfy its obligations under Minn. Stat. § 13.04, “Rights of Subjects of Data,” subd. 4. Each party must promptly make any amendments to Protected Information as directed by the other party.

C. Reasonable Assurances of Agents. The parties represent that, before any Agent is allowed to Use or Disclose Protected Information, the party has conducted and documented a background review of the Agent sufficient to provide the party with reasonable assurances that the Agent will fully comply with the terms of the Contract, this Attachment, and Applicable Safeguards. The parties shall make available documentation required by this Section upon request by the other party.

D. Ongoing Responsibilities to Safeguard Protected Information.

- 1. Privacy and Security Safeguards.** Each party shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Contract and this Attachment.
- 2. Monitoring Agents.**

Each party shall ensure that any Agent to whom the party Discloses Protected Information on behalf of the other party, or whom the party employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of the other party, agrees, in writing, to the same restrictions and conditions that apply to either party under the Contract and this Attachment with respect to such Protected Information.

3. **Encryption.** According to the state of Minnesota's "[Enterprise Information Security Policies and Standards](#),"² the parties must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.
4. **Minimum Necessary Access to Protected Information.** Each party shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete the party's work under the Contract.
5. **Training and Oversight.** Each party shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.

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

1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, the discovering party will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.
2. **Investigation.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, the discovering party will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment, and applicable law.
3. **Corrective action.** Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, the identifying party will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.

² <https://mn.gov/mnit/government/policies/security/>

4. Notification to Individuals and others; costs incurred.

- a. Protected Information.** The discovering party will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident, Security Incident, and/or Breach is required by law. If such notice is required, the discovering party will fulfill both parties' obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05, "Duties of Responsible Authority," and 13.055, "Disclosure of Breach in Security."
- b. Failure to notify.** If the discovering party fails to timely and appropriately notify Individual data subjects or other external parties under subparagraph (a), then the discovering party will reimburse the other party for any costs, fines, or penalties the other party incurs as a result of the discovering party's failure to timely provide appropriate notification.

5. Obligation to report. Upon discovery of a Privacy Incident, Security Incident, and/or Breach, the discovering party will report to the other party in writing as specified in subsection 2.2(F).

- a. Communication with authorized representative.** The discovering party will send any written reports to, and communicate and coordinate as necessary with, the other party's authorized representative or designee.
- b. Cooperation of response.** The discovering party will cooperate with requests and instructions received from the other party regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Security Incident, Privacy Incident, or Breach, and all matters pertaining to reporting and notification of a Security Incident, Privacy Incident, and/or Breach.
- c. Information to respond to inquiries about an investigation.** The discovering party will, as soon as possible, but not later than forty-eight (48) hours after a request from the other party, provide the other party with any reports or information requested by the other party related to an investigation of a Security Incident, Privacy Incident, and/or Breach.

6. Documentation. The discovering party will document actions taken under paragraphs 1 through 5 of this section and retain this documentation for a minimum of six (6) years from the date it discovered the Privacy Incident, Security Incident, and/or Breach or the time period required by section H, whichever is longer. The discovering party shall provide such documentation to the other party upon request.

F. Reporting Privacy Incidents, Security Incidents, and Breaches. The discovering party will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. The discovering party will also comply with subsection 2.2(E), "Responding to Privacy Incidents, Security Incidents, and Breaches," above in

responding to any Privacy Incident, Security Incident, and/or Breach.

1. Social Security Administration Data. The discovering party will report all actual or suspected unauthorized Uses or Disclosures of Social Security Administration (SSA) data. SSA data is information protected by Section 1106 of the Social Security Act.

- a. Initial report.** The discovering party will, in writing, immediately report all actual or suspected unauthorized Uses or Disclosures of SSA data to the other party. The discovering party will include in its initial report to the other party all information under subsections 2.2(E)(1)–(4), of this Attachment that is available to the discovering party at the time of the initial report, and provide updated reports as additional information becomes available.
- b. Final report.** The discovering party will, upon completion of its investigation of and response to any actual or suspected unauthorized Uses or Disclosures of SSA data, or upon the other party's request in accordance with subsection 2.2(E)(5), promptly submit a written report to the other party documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

2. Other Protected Information. The discovering party will report all other Privacy Incidents and Security Incidents to the other party.

- a. Initial report.** The discovering party will report all other Privacy Incidents, Security Incidents, and Breaches to the other party, in writing, within five (5) calendar days of discovery of Privacy Incident, Security Incident or Breach. If the discovering party is unable to complete its investigation of, and response to, a Privacy Incident, Security Incident or Breach within five (5) calendar days of discovery, then the discovering party will provide the other party with all information under subsections 2.2(E)(1)–(4), of this Attachment that are available to the discovering party at the time of the initial report, and provide updated reports as additional information becomes available.
- b. Final report.** The discovering party will, upon completion of its investigation of and response to a Privacy Incident, Security Incident, or Breach, or upon the other party's request in accordance with subsection 2.2(E)(5), promptly submit a written report to the other party documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

G. Access to Books and Records, Security Audits, and Remediation. The parties shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Contract and this Attachment.

- 1. Each party represents that it has audited and will continue to regularly audit the

security of the systems and processes used to provide services under the Contract and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with each party. Each party will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.

2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, "General Nonpublic Data," subds. 1(a) and 2(a).
3. Each party agrees to make its internal practices, books, audits, and records related to its obligations under the Contract and this Attachment available to the other party or its designee upon the other party's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine either party's compliance with Applicable Safeguards, the terms of the Contract and this Attachment, and accounting standards.
4. Each party will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by the other party or other authorized government official(s), in a commercially reasonable timeframe.

- H. Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by the parties, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by each party for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with subsection 2.5 of this Attachment.
- I. Requests for Disclosure of Protected Information.** If either party or one of its Agents receives a request to Disclose Protected Information, the receiving party shall inform the other party of the request and coordinate the appropriate response with the other party. If the receiving party Discloses Protected Information after coordination of a response with the other party, it shall document the authority used to authorize the Disclosure, the information Disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Contract and shall be produced upon demand by the other party.
- J. Conflicting Provisions.** To extent that the parties determine, following consultation, that the terms of the Contract or this Attachment are less stringent than the Applicable Safeguards, the parties must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, the parties must comply with the most stringent Applicable Safeguard.
- K. Data Availability.** Each party, or any entity with legal control or possession of any Protected Information provided by one of the parties under this Contract, shall make

any and all Protected Information available to the other party upon request within a reasonable time as is necessary for the other party to comply with applicable law.

2.3 Data Security.

- A. Information Management System Access.** If either party grants the other party access to Protected Information maintained in its information management system (including a “legacy” system) or in any other application, computer, or storage device of any kind, then the other party agrees to comply with any additional system- or application-specific requirements as directed by the granting party.
- B. Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, “Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations;” 800-77, “Guide to IPsec VPNs”; 800-113, “Guide to SSL VPNs,” or other methods validated under Federal Information Processing Standards (FIPS) 140-2, “Security Requirements for Cryptographic Modules.” As part of its compliance with the NIST publications, and the State of Minnesota’s “Enterprise Information Security Policies and Standards,” the parties must use encryption to store, transport, or transmit any Protected Information. The parties must not use unencrypted email to send any Protected Information to anyone, including the other party.
- C. Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, “Guide to Storage Encryption Technologies for End User Devices.”

2.4 DHS and DOC Data Responsibilities.

- A. Each party shall Disclose Protected Information only as authorized by law.
- B. Each party shall obtain any consents or authorizations that may be necessary for it to Disclose Protected Information.
- C. Each party shall notify the other party of any known limitations that apply to the notifying party’s Use and Disclosure of Protected Information that would also limit the Use or Disclosure of Protected Information by the other party.
- D. Each party shall refrain from requesting the other party to Use or Disclose Protected Information in a manner that would violate applicable law or would be impermissible if the Use or Disclosure were performed by the party.

2.5 Obligation of the Parties Upon Expiration or Cancellation of the Contract. Upon expiration or termination of the Contract for any reason:

- A.** In compliance with the procedures in the Applicable Safeguards, or as otherwise required by applicable industry standards, each party shall immediately, destroy or sanitize (permanently de-identify without the possibility of re-identification), or return

in a secure manner to the other party all Protected Information that it maintains.

- B.** Each party shall ensure and document that the same action is taken for all Protected Information shared by the party that may be in the possession of its Agents. The party and its Agents shall not retain copies of any Protected Information.
- C.** In the event that a party determines that returning or destroying the Protected Information is not feasible, it shall notify the other party of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible. Upon mutual agreement of the Parties that determine return or destruction of Protected Information is not feasible, the party will continue to extend the protections of the Contract and this Attachment to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by the party or its Agents.
- D.** No later than five (5) business days after the expiration or cancellation of the Contract, each party shall provide written verification to the other party that it has disposed of all Protected Information in accordance with the provisions contained in the Contract, this Attachment, and applicable law. The report shall include at a minimum the following information:

 - 1. A description of all such information and the media in which it has been maintained that has been sanitized or destroyed, whether performed internally or by a service provider;
 - 2. The method by which, and the date when, the data and media were destroyed, sanitized, or securely returned to the other party; and
 - 3. The identity of organization name (if different than the party), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.
- E.** Any costs incurred by a party in fulfilling its obligations under this Section will be the sole responsibility of that party.

3. INTERPRETATION

- 3.1** Any ambiguity in this Agreement shall be interpreted to permit compliance with all Applicable Safeguards.

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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, 2025**, 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, 2027**, 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 (where 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 \$599,398.

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 Adam Bolling, 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	<i>Richard Konkoly-Thomas</i>
Title	Attorney, Legal Counsel Division
Date	June 3, 2025

2. STATE ENCUMBRANCE VERIFICATION (DOC)

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

Signed	<i>Blair Berkeset</i>
Date	June 3, 2025
Contract No./PO No.	270327 PO 3-173611

3. MINNESOTA STATE LAW LIBRARY – LLSP PROGRAM

With delegated authority

By	<i>Liz Reppe</i>
Title	Liz Reppe State Law Librarian
Date	June 2, 2025

4. MINNESOTA DEPARTMENT OF CORRECTIONS

With delegated authority

By	<i>Paul Schnell</i>
Title	Commissioner
Date	

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

Interagency Agreement

SWIFT Contract Number: 271810

This Interagency Agreement ("Agreement") is between the Minnesota Department of Corrections ("DOC") and the Minnesota Department of Public Safety, acting on behalf of the Minnesota State Patrol ("DPS" or "MSP").

Agreement

1. Term of Agreement

- 1.1 Effective date. July 1, 2025, 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, 2030, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Duties

2.1 DPS Duties

- 2.1.1 Operate and maintain a radio communications broadcast system for the primary purpose of providing dispatching services. Such radio communications broadcast system shall be made available and accessible by DPS to law enforcement personnel of the 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 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

- 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 of this Agreement.
- 2.2.2 Install and maintain equipment in all vehicles that will use the State's MPS system.
- 2.2.3 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 at least eight (8) characters consisting of one (1) upper case, one (1) lower case, one (1) special character, and one (1) number.

- 2.2.4 Provide all software and corresponding software maintenance for DOC users as identified in Exhibit A of this Agreement.
- 2.2.5 Make separate payment from this Agreement for any additional services or costs incurred to provide access to systems which are not part of the DPS radio communications broadcast system and which are deemed necessary or requested by the DOC including but not limited to per device fees for user access to CJIS.
- 2.2.6 Make separate payment from this Agreement for any additional services or costs incurred to provide access to any DPS data information network system deemed necessary or requested by the DOC including but not limited to user software licensing, software development, operations and/or maintenance, technical assistance, and hardware. If the DOC requests additional functionality, products or other changes to support DOC's needs, then DPS will assess the feasibility of implementing the request including providing itemized estimates for development, software, support, etc. Both DOC and DPS must agree to the changes prior to any work being done.

2.3 Mutual Agreement

DPS and DOC mutually agree its respective law enforcement personnel shall have joint use and right to the dispatching services provided pursuant to this Agreement.

3. Consideration and Payment

3.1 **Consideration** for all services provided by DPS pursuant to the Agreement shall be paid by the DOC as follows:

3.1.1 **Annual Fees.** The obligation of DOC to DPS under this Agreement per State fiscal year is as follows:

Period	Obligation
07/01/2025 – 06/30/2026	\$130,550.00
07/01/2026 – 06/30/2027	\$130,550.00
07/01/2027 – 06/30/2028	\$130,550.00
07/01/2028 – 06/30/2029	\$130,550.00
07/01/2029 – 06/30/2030	\$130,550.00

3.1.2 **Total Obligation.** The total obligation of DOC for all annual fees payable to DPS under this Agreement will not exceed **Six Hundred Fifty-Two Thousand Seven Hundred Fifty and 00/100 Dollars (\$652,750.00).**

3.2 Payment

MSP shall submit one (1) detailed invoice annually to DOC, identifying in advance the services to be provided to DOC for twelve months. DOC shall remit payment to MSP within thirty (30) calendar days after MSP submits an invoice.

4. Conditions of Payment

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

5. Authorized Representatives

5.1 DOC's Authorized Representative is the individual below, or his successor, and has the responsibility to monitor the Contractor's performance.

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

5.2 DPS' Authorized Representative is the individual below, or her successor, and has the responsibility to monitor the Contractor's performance.

Name: Heather Cran, Business Manager
Address: 445 Minnesota Street, Suite 130
St. Paul, MN 55101-5130
Telephone: 651-201-7107
Email Address: heather.cran@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 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.

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Signatures.

1. State Encumbrance Verification

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

Jamie R Eschbach

Print Name: _____

Signature: _____
Signed by: Jamie R Eschbach Date: June 25, 2025

Title: State Program Administrator Date: _____

SWIFT Contract No. 271810

PO Number: In accordance with Policy 21-01, corresponding
FY26 funds will be encumbered as soon as possible but no later
than July 31, 2025.

**2. Department of Public Safety; Minnesota State
Patrol**

With delegated authority

LTC Jeremy Geiger

Print Name: _____

Signature: _____
Signed by: LTC Jeremy Geiger Date: June 26, 2025

Title: Lt. Colonel Date: _____

3. Department of Corrections

With delegated authority

Paul Schnell

Print Name: _____

Signature: _____
DocuSigned by: Paul Schnell Date: June 28, 2025

Title: Commissioner Date: _____

Exhibit A

Specifications for the Department of Corrections Intensive Supervisory Release Agents:

Each Department of Corrections' vehicle that DOC wishes to be equipped with access the State's Mobile for Public Safety (MPS) system must contain the following:

- Laptop computer
- Communication via cellular aircard
- External GPS puck or laptop with built in GPS

Optional:

- Docking station (highly recommended to prevent laptop from sliding around vehicle)
Magnetic Stripe reader (used to read drivers' licenses into MPS and then into the BCA's Criminal Justice Information System ("CJIS") screen

Laptop computer specifications:

- Processors - i5 Processor or greater (Not ARM)
- Memory 8 GB of ram or higher
- 160 GB hard drive or greater (solid State recommended but not required)
- Video 1024X768 resolution display
- Touch screen recommended
- USB Ports – If external GPS puck used
- NIC 1GB physical and Wireless (WiFi and/or Cellular)
4G or 5G recommended of cellular wireless data connectivity – either built-in or external wireless puck

Software:

- MPS – DOC purchases licensing through Hexagon Corporation
- VPN – Any Connect connection (Officer will need AD attributes setup by DOCP IT, to connect to MSP Tunnel)
- OS 64-bit Windows 10 or Windows 11

Exhibit B

The Department of Corrections must adhere to the following requirements:

- 1) Follow all specifications and requirements from the Minnesota Department of Public Safety, Bureau of Criminal Apprehension ("BCA") for access to the Criminal Justice Information Systems ("CJIS"), including compliance with BCA CJIS training and certification requirements for access to CJIS data.
- 2) Comply with records retention requirements pursuant to the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13.
- 3) DOC's Authorized Representative (or designee) will review MPS messages monthly to ensure conformity to standards outlined in Exhibit C of this Agreement.
- 4) DOC will comply with any additional requirements from the BCA in a timely manner.
- 5) In the event that a DOC's computer is damaged or decommissioned, it is DOC's responsibility to clean the hard drive of all confidential material.
- 6) DOC will maintain the security of all passwords, including the system administrator's password, users' passwords, and MPS system software passwords. Passwords will not be shared or posted.

Exhibit C

MPS messages must be reviewed by DOC's Authorized Representative for the following:

- 1) Appropriate language (no foul language or statements)
- 2) No racial or sexual messages
- 3) No harassing messages
- 4) Conciseness
- 5) Transmission of messages to appropriate audience
- 6) Authorized business use

Message logs are to be sent to DPS' Authorized Representative identified in clause 5 of this Agreement on a monthly basis. Any concerns or questions should be raised immediately as messages are only retained by the State for thirty (30) days. GPS data is retained by the State for ninety (90) days only.

If a request for message logs is received by the DOC, the DOC shall contact DPS' Authorized Representative or designee.

Delivery of MPS messages is not guaranteed. Always use an alternative method, e.g., radio or cell phone if message is critical for the recipient(s).

**STATE OF MINNESOTA
ENCUMBRANCE WORKSHEET**

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

Agency: P78 Corrections	Fiscal Year: FY 26 – FY 31	Vendor Number:
Total Amount of Contract: \$652,750.00	Amount of Contract First FY: \$130,550.00	MMD Cert. #:
Commodity Code:	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:

Accounting Distribution FY26:	Accounting Distribution FY26-31:	Notes:
Fund: 1000	Fund: 1000	
Appr: P786110	Appr: P786110	
FinDept: P7836101	FinDept: P7836101	
Amount: \$130,550.00	Amount: \$130,550.00	

Contract Start Date: July 1st 2025

Expiration Date: June 30th, 2030

Minnesota State Patrol

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Do Not Circulate
DO NOT REPRODUCE
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 1st, 2025, 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 30th, 2030.

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 consistent 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 sixty (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	06/30/2021	\$ 144,200.00	
7/1/2021	06/30/2022	\$ 130,550.00	
7/1/2022	06/30/2023	\$ 130,550.00	
7/1/2023	06/30/2024	\$ 130,550.00	
7/1/2024	06/30/2025	\$ 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

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: _____

Date: _____

Purchase Order Number: _____

2. MINNESOTA DEPARTMENT OF CORRECTIONS

By: _____
Curtis Shanklin (with delegated authority)

Title: _Deputy Commissioner

Date: _____

3. MINNESOTA DEPARTMENT OF PUBLIC SAFETY;
MINNESOTA STATE PATROL

By: _____
(with delegated authority)

Title: _____

Date: _____

[Handwritten signature]

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).



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

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:** July 1, 2025, 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, 2027.

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 Human Resources Director, laurie.jandro@state.mn.us; 1450 Energy Park Drive, Suite 200, St Paul, MN 55108, or her successor.

CEB's Authorized Representative is James Rowader, Executive Director, james.rowader@state.mn.us; 2550 University Avenue West, Suite 350-S, St. Paul, MN 55114, 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 FY26 and \$220,000 for FY27. 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 must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

6. 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.

9. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Human Resources transactions and duties

Exhibit B: Service Level Agreement

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

Signed by: Jamie R Eschbach
BB2D8EBCA678441...

Jamie R Eschbach

Purchase Order: contract 272358 PO 50

Date: 6/30/2025

Cannabis Expungement Board (CEB)

By: James Rowader (with delegated authority)
6401C37190024AC...

James Rowader

Title: Executive Director

Date: 7/14/2025

MN Department of Corrections (DOC)

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

Paul Schnell

Title: DOC Commissioner

Date: 7/14/2025

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 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.

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 ADA Coordinator.
- No accommodation requests will be denied without first consulting with the DOC 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, MN.IT 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.

END



MAD Project Number: 2026-021

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Corrections**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **DeYoung Consulting** (Contractor) it will sub-contract with the Contractor to:

Phase 1:

Phase	Timeline	Deliverables	Hours	Cost
Project Kickoff and Grounding	Jun 17 – Jul 31	- Agenda and facilitated kickoff meeting - Communication plan - Stakeholder analysis - All-employee town hall meeting - Document review	25 hours at \$260/hour	\$6,500
Data collection	Aug 1 – Sep 30	- Data collection planning meeting - Data collection protocols design 16 individual interviews 6 Focus groups 7 Partner Teams Interviews	65 hours at \$260/hour	\$16,900
Analysis and Report	Oct 1 – Nov 15	- Data analysis and summary of findings - Final report and recommendations - Facilitated presentation meetings	85 hours at \$260/hour	\$22,100
Action Planning	Nov 15 – Dec 15	- Action planning meeting - Action planning summary	20 hours at \$260/hour	\$5,200

Project management	Jun 17 – Dec 15	• Ongoing status updates • Meeting design and summary • Project monitoring and coordination	70 hours at \$60/hour	\$4,200
		Phase One Total		\$54,900

Phase 2:

Phase	Timeline	Deliverables	Hours	Cost
Healing Discussions	Jan 1 – Feb 28, 2026	• Healing together and letting out emotions. • Opportunities to understand how others are feeling and coping	20 hours	\$5,200
Leadership Development	Jan 1, 2026 – Jun 30, 2026	• Leadership coaching for senior leaders • Leadership training for managers	120 hours at \$260/hour	\$31,200
Strategic Direction	Jan 1 – Feb 28, 2026	• Goals and strategic objectives for the office • Team vision, mission, and values	50 hours at \$260/hour	\$13,000
Team Building	Mar 1 – Apr 30, 2026	• Team building activities • Team retreat	50 hours at \$260/hour	\$13,000
Team Communication	Apr 1 – Jun 30, 2026	• Communication assessment • Communication plan	30 hours at \$260/hour	\$7,800
Project management	Jan 1, 2026 – Jun 30, 2026	• Ongoing status updates • Meeting design and summary • Project monitoring and coordination	100 hours at \$60/hour	\$6,000
		Phase Two Total		\$76,200
		Project Total		\$131,100

2. Contacts:

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

Management Analysis and Development: **Courtney Tambornino**

Requesting Agency: **Janeen Oien**

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay MAD as follows:

Up to **\$131,000** for services provided by DeYoung Consulting. MAD will also invoice up to **\$9,170** for project management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$140,170**.

Project management fees cover costs for MAD to manage the contractor, contract, invoicing, and payments to the contractor. The requesting agency will coordinate with MAD about concerns or questions regarding contract management, service standards, or performance of the contractor duties outlined. The requesting agency is responsible for determining that the contractor duties are completed and meet the expectations as laid out in this agreement before contractor invoices are paid.

The Requesting Agency will pay MAD for services performed within 30 days of receipt of invoices submitted by MAD. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by MAD in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

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

5. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **June 30, 2026**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or MAD at any time with thirty (30) days written notice to the other party. In this event, MAD shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is **Janeen Oien**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, MAD is authorized to enter into this agreement.

9. Amendments:

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

10. State Audit:

The books, records, documents, and accounting practices and procedures of MAD relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

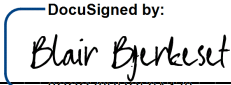
11. Liability:

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

Approved:

1. State Encumbrance Verification

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

Signed  _____
DocuSigned by:
8CCC78BDC59A473...

July 9, 2025

Date _____

SWIFT Contract: 272936 _____

SWIFT PO: 3-174599 _____

2. Requesting Agency

Signed  _____
DocuSigned by:
CAC5B260ADF74B6...

July 11, 2025

Date _____

3. Management Analysis and Development

Signed  _____
Signed by:
9D7F5012BD3D41C...

Date July 14, 2025 _____

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN THE
MINNESOTA DEPARTMENT OF CORRECTIONS
AND OFFICE OF THE ATTORNEY GENERAL
FOR FY 2026 AND FY 2027**

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 2026 and FY 2027 is estimated by AGO and the Department to be \$1,335,000 (AGO share \$467,250 and Department share \$867,750) for FY 2026 and \$1,335,000 (AGO share \$467,250 and Department share \$867,750) for FY 2027. 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 \$178.00 for attorney services and \$114.00 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 65 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, 2025.

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 encumber for and pay directly for legal services provided by outside counsel appointed by the AGO when the AGO forwards such invoices to the Department for payment.

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 case. The AGO will provide the Department with a

report of all hours of services provided under this agreement on a monthly basis. Monthly, the AGO will provide a billing report to Department, including the total number of hours identifiable by case and a requested payment amount. The first monthly billing report to the Department under this Agreement will cover the period of time commencing July 1, 2025.

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 Ivan Ludmer, General Counsel.

APPROVED:

**MINNESOTA DEPARTMENT OF
CORRECTIONS**

By: Ivan Ludmer
Ivan Ludmer (Jun 30, 2025 08:33 CDT)

Title: General Counsel

Date: 06/30/2025

**OFFICE OF THE ATTORNEY
GENERAL**

By: Kelly Kemp
Kelly Kemp (Jun 30, 2025 09:04 CDT)

Title: Assistant Attorney General

Date: 06/30/2025

FY2026-27_Partner_Agency_Agreement_Depart ment_of_Corrections

Final Audit Report

2025-06-30

Created:	2025-06-26
By:	Rachael Bernardini (Rachael.Bernardini@ag.state.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyelz32wi04TFmkb8nTxSnC-xSFIU1PS0

"FY2026-27_Partner_Agency_Agreement_Department_of_Corre ctions" History

 Document created by Rachael Bernardini (Rachael.Bernardini@ag.state.mn.us)
2025-06-26 - 8:35:26 PM GMT

 Document emailed to ivan.ludmer@state.mn.us for signature
2025-06-26 - 8:36:24 PM GMT

 Email viewed by ivan.ludmer@state.mn.us
2025-06-28 - 4:20:16 PM GMT

 Email viewed by ivan.ludmer@state.mn.us
2025-06-30 - 1:32:34 PM GMT

 Signer ivan.ludmer@state.mn.us entered name at signing as Ivan Ludmer
2025-06-30 - 1:33:24 PM GMT

 Document e-signed by Ivan Ludmer (ivan.ludmer@state.mn.us)
Signature Date: 2025-06-30 - 1:33:26 PM GMT - Time Source: server

 Document emailed to Kelly Kemp (kelly.kemp@ag.state.mn.us) for signature
2025-06-30 - 1:33:28 PM GMT

 Email viewed by Kelly Kemp (kelly.kemp@ag.state.mn.us)
2025-06-30 - 2:01:18 PM GMT

 Document e-signed by Kelly Kemp (kelly.kemp@ag.state.mn.us)
Signature Date: 2025-06-30 - 2:04:47 PM GMT - Time Source: server

 Agreement completed.
2025-06-30 - 2:04:47 PM GMT



MAD Project Number: 2026-078

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Corrections (DOC), Office of Financial Management

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **Berry, Dunn, McNeil, & Parker LLC** (Contractor) it will sub-contract with the Contractor to provide a performance audit of Payroll Operations, to help strengthen the efficiency, effectiveness, and integrity of staff payroll management. Specifically:

- Evaluating current staffing and operational processes to identify opportunities for increased efficiency and effectiveness within payroll management.
- Assessing whether staff payroll policies and procedures are closely aligned with Minnesota Management and Budget (MMB) guidelines and determining the level of compliance.
- Reviewing the adequacy of existing policies and procedures to help ensure they support timely and accurate payroll processing for all staff members.
- Examining the sufficiency of internal controls currently in place to protect against fraud or errors that could compromise payroll integrity.

The Contractor understands this project is focused on providing expertise to both identify potential gaps in procedures and to collaborate on sustainable solutions that drive meaningful, long-term improvements in payroll operations. The goal is to help ensure the Department’s payroll processes not only meet regulatory standards but also reflect best practices in operational excellence.

	Phase 1: Planning
Task	Description

1.1	Conduct Kickoff Meeting and Entrance Conference Contractor will schedule and conduct a meeting to discuss the scope of the project. During the meeting, Contractor will: • Introduce the project team • Review the scope of services, deliverables, and project timeline • Clarify goals and objectives, identify known project constraints, and refine dates and/or tasks • Discuss and agree upon the professional standards that will apply to the performance audit, such as Government Accountability Office (GAO), IIA, or a consulting engagement • Discuss the approach for managing communications • Request names and contact information for key stakeholders • Identify the types of information and documentation that exists for review
1.2	Develop a Work Plan and Schedule Following the planning meeting, Contractor will develop a Work Plan and Schedule for review and approval. At minimum, the Work Plan will define the scope, purpose, and goals; provide a final project timeline; state the plan for communication to all staff and senior leadership before, during and after the project; review the approach and specific steps/tasks; and list project resources. Contractor will collaborate with DOC's project team to develop a strategy to complete the performance audit work assignment. As a part of this step, Contractor will consider any relevant external requirements and incorporate Minnesota-specific payroll requirements. Contractor will design the testing to evaluate existing practices against best practices and assess their efficiency.
1.3	Request Existing Documentation and Review Criteria Contractor will develop a document request list to obtain relevant documentation to support the review activities. Depending on the area being assessed for compliance, requested items might include: • Organizational charts • Copies of relevant contracts • Payroll policies, procedures, and union agreements/Collective Bargaining Agreements (CBAs). • Job descriptions and staffing models. • Organizational charts and process documentation. • Payroll transaction reports, exception reports, and reconciliations.

1.4	Schedule Periodic Virtual Meetings As part of Contractor’s ongoing project management of this engagement, Contractor will schedule periodic status update meetings with the project team and DOC leadership for the duration of this engagement. The frequency of these meetings can be flexible based on the need. At the status update meetings, Contractor will report on recent activities, plans for upcoming tasks, and anticipated problems that might impact any project milestone and/or deliverables. Contractor will share any identified findings at these meetings; however, if there are any issues that might require immediate attention, Contractor will notify your project team as soon as possible.
<i>Deliverable 1: Work Plan and Schedule</i>	

Phase 2: Interviews, Testing, and Analysis	
Task	Description
2.1	Schedule Interviews As part of the discovery and fieldwork phase, the Contractor will review provided materials to gain an initial understanding of the organization of DOC as well as existing policies and processes related to payroll operations. Contractor will then work with DOC to identify key staff involved in and knowledgeable of the payroll process for us to interview. Once the interviewees are identified, Contractor will: • Create an interview schedule and submit it to you for review and feedback • Review provided materials to develop a preliminary set of questions to be asked during interviews • Submit the interview questions to you for review prior to conducting interviews Contractor takes every precaution to minimize disruption to everyday business processes.
2.2	Conduct Interviews

Once the interview list and questions are agreed upon, Contractor will conduct interviews designed to gather both factual information and staff perspectives on how payroll processes currently function in practice. Contractor will meet with payroll staff, supervisors, and managers, as well as any other resources involved in payroll operations. Where relevant, Contractor will also engage union representatives or staff covered under collective bargaining agreements to better understand how contractual provisions influence payroll operations.

The goal of the interviews will be to document how policies and procedures are applied day-to-day, identify areas where existing processes may diverge from Minnesota Management and Budget (MMB) requirements, and capture staff insights on what is working well and where challenges persist. Contractor will explore the adequacy of training and guidance, workload distribution, supervisory oversight, and escalation pathways when errors occur. By incorporating perspectives across multiple levels of the organization, the audit will be able to reflect the experience of all individuals carrying out payroll functions.

If DOC prefers or requires certain interviews or activities to be conducted onsite, Contractor is prepared to accommodate in-person participation to meet the Department's needs.

2.3 Data Analysis and Testing

In addition to interviews, Contractor will perform an analysis of samples of payroll transactions to evaluate the timeliness, accuracy, and reliability of MN DOC's payroll processing. This will include selecting representative samples of payroll runs, reviewing exception reports, and testing whether payroll was calculated in accordance with MMB requirements, union agreements, and MN DOC policies. Contractor's review will assess whether pay rates, overtime, deductions, and benefits were consistently applied and whether controls are in place to detect and correct errors before they reach employees.

Contractor will also examine reconciliation processes between payroll and accounting records to confirm that payments are properly recorded and reported. Transaction testing will include a review of a sample of adjustments, corrections, and voided entries to determine whether adequate supporting documentation exists and whether approvals were appropriate. As part of the assessment, Contractor will evaluate segregation of duties, access controls, and monitoring activities to identify internal control and fraud risks.

2.4	Stakeholder Surveys Contractor will also administer surveys to capture staff and stakeholder perspectives. Surveys will be designed to measure satisfaction with payroll operations, perceived accuracy and timeliness, and opportunities for improvement. Responses will be aggregated, analyzed for trends, and compared with the audit testing results. This approach will allow Contractor to identify areas where staff experiences align with or diverge from objective testing, strengthening the validity of the conclusions. Survey results will be summarized in a standalone analysis report and included in the Final Report deliverable.
2.5	Process Mapping To create a clear picture of how payroll operations function, Contractor will work with DOC staff to develop process maps of payroll workflows. These maps will document each step, including initial data entry, approvals, changes, reconciliations, and reporting. Contractor will pay close attention to areas where processes are manual, as these are typically the most prone to error, fraud, and inefficiency. Contractor will map payroll operations which includes documenting payroll as it currently functions as well as designing “future state” process maps that illustrate how operations could be streamlined to improve efficiency, reduce risk, and strengthen internal controls. Process maps will serve several purposes: • Highlighting inefficiencies and control gaps. • Providing a practical resource for leadership and staff to visualize workflows. • Establishing a baseline for future improvements.

	Phase 3: Reporting
Task	Description

3.1 Develop Draft Report Including Risk Register

After completing the fieldwork, Contractor will consolidate the results of the documentation review, interviews, surveys, data testing, and process mapping into a Draft Report that includes the requested risk register as well. The report will include:

- Audit findings related to payroll efficiency, effectiveness, compliance with MMB policies, and adequacy of internal controls
- A Risk Register that identifies and prioritizes risks and gaps by likelihood and potential impact
- Results from surveys, highlighting staff and stakeholder perspectives on payroll operations
- Finalized Payroll Process Maps that illustrate both current workflows and potential opportunities for more efficient, future-state processes
- Actionable recommendations and remediation steps

Contractor will review the Draft Report with DOC leadership, incorporating feedback and adjustments to help ensure the report's content, tone, and format align with the Department's vision and priorities.

3.2 Provide Final Report

Following review and revisions, Contractor will deliver the Final Report to DOC. The Final Report will incorporate all feedback and will serve as the complete record of the performance audit. It will clearly document findings, risks, and recommendations, and include all supporting deliverables (Risk Register, survey results, and process maps).

3.3 Project Closeout

Upon delivery of the Final Report, Contractor will conduct a project closeout meeting with DOC leadership. This meeting will confirm that all deliverables have been provided and address any final questions. As part of closeout, Contractor will also provide DOC with all documentation collected during fieldwork in a secure and organized manner.

Deliverable 2: Draft and Final Audit Report

Deliverable 2a: Risk Register

Deliverable 2b: Survey Results

Deliverable 2c: Process Maps

Deliverable 3: Documentation Acquired During Fieldwork

Phase	Budgeted Hours	Total Fees
Planning	72	\$17,640
Interviews, Testing, and Analysis	310	\$66,470
Reporting	157	\$35,800
Total	539	\$119,910

Position	Rate
Principal	\$370
Senior Manager	\$300
Manager	\$250
Senior Auditor	\$210
Staff Auditor	\$155

Phase	Anticipated Timeline
Phase 1: Planning	September 2025
Phase 2: Discovery & Fieldwork	October – December 2025
Phase 3: Analysis & Reporting	January – February 2026

Client Responsibilities

1. This project is a priority for the DOC. DOC will make resources available for key informant interviews as requested and respond to requests for information promptly.
2. The project will receive commitment and support from management and project stakeholders. DOC will designate a senior-level individual who will be authorized during the term of the project to act as the project's primary contact. This individual must have the authority to make decisions about actions to be taken by the Contractor and on behalf of the DOC.
3. The work plan, including detailed tasks, subtasks, timelines, and involved DOC stakeholders will be refined with the DOC during the initial project planning phase.
4. The DOC will make all documentation available electronically and accessible for off-site review. Failure to provide documentation could result in either project schedule delays or an increased cost budget should additional resources be needed to complete the project.
5. The DOC acknowledges and agrees that if any responsibility as set forth in this

contract are not performed by the DOC, then Contractor will be relieved of providing the affected Contractor services to the extent DOC's nonperformance impacts Contractor's ability to provide affected services.

6. DOC acknowledges that significant changes in the scope may result in additional costs and extension of the project timeline.
7. DOC will provide a workspace and internet access for the team while on site (if required).
8. DOC contract monitor will assist with risk mitigation and issue resolution as needed to keep the project on track.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: **Courtney Tambornino**

Requesting Agency: **Pheng Vang**

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay MAD as follows:

The Contractor will be paid up to **\$119,910** for services provided, and up to **\$8,394** for the 7% project management fee as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$128,304**.

Project management fees cover costs for MAD to manage the Contractor, contract, invoicing, and payments to the Contractor. The Requesting Agency will coordinate with MAD about concerns or questions regarding contract management, service standards, or performance of the Contractor duties outlined. The Requesting Agency is responsible for determining that the Contractor duties are completed and meet the expectations as laid out in this agreement before Contractor invoices are paid.

The Requesting Agency will pay MAD for services performed within 30 days of receipt of invoices submitted by MAD. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by MAD in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

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

5. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **February 28, 2026**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or MAD at any time with thirty (30) days written notice to the other party. In this event, MAD shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is **Pheng Vang**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, MAD is authorized to enter into this agreement.

9. Amendments:

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

10. State Audit:

The books, records, documents, and accounting practices and procedures of MAD relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

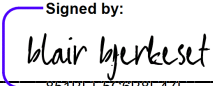
11. Liability:

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

Approved:

1. State Encumbrance Verification

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

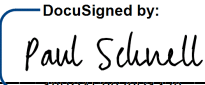
Signed  Signed by:
851BEE5C6B8E47E...

Date 10/1/2025

SWIFT Contract: _277363_

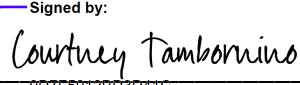
SWIFT PO: ____3-176702_

2. Requesting Agency

Signed  DocuSigned by:
10BCAE2272D1476...

Date 10/2/2025

3. Management Analysis and Development

Signed  Signed by:
9D7F5012BD3D41C...

Date 10/2/2025



State of Minnesota

Interagency Agreement

SWIFT MMB Contract Number: 280664

Pursuant to Minnesota Statutes, Sections 43A.09, 43A.21, and 471.59, this is an Interagency Agreement (Agreement) between Minnesota Management and Budget (MMB) and the Department of Corrections.

Agreement

Term of Agreement

- 1.1 Effective date. July 1, 2025, 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

In FY 2026, 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 employees
- Agency support for the Intercultural Development Inventory

3. Consideration and Payment

In consideration for services to be performed, as provided in Section 2, the Requesting Agency agrees to contribute to this effort as follows:

The total obligation of DOC for all compensation and reimbursements to MMB under this Agreement will not exceed **\$144,080.00**.

You will receive an annual invoice from MMB. 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, 400 Centennial Office Building, 658 Cedar St., St. Paul, MN, 55155, blake.chaffee@state.mn.us, 651-259-3721, or their successor or delegate.

DOC's Authorized Representative is Paula Graff, Asst. Commissioner Corrections, 1450 Energy Park Dr., Suite 200, St. Paul, MN, 55108, Paula.Graff@state.mn.us, 651-964-5346, or their 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: Memory Siwela
Signature: Memory Siwela
9EDC7ECBA2644F3...
Title: PT Contracts Lead Date: 1/22/2026

SWIFT Contract No. 280664

SWIFT PO No: P7801-3000178446

3. Management and Budget

With delegated authority

Print Name: Blake Chaffee
Signature: Blake Chaffee
FAF643F6DBEE461...
Title: Deputy Commissioner Date: 1/22/2026

2. Department of Corrections

With delegated authority

Print Name: Paul Schnell
Signature: Paul Schnell
10BCAE2272D1476...
Title: Commissioner Date: 1/22/2026

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

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Corrections **Name of Contractor:** DEED
Current Contract Term: April 1, 2026- June 30, 2026 **Project Identification:** 286147

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

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.
1. ☒ Amendment to the Expiration Date of the contract

- a. Proposed New Expiration Date: June 30, 2027
- b. Why is it necessary to amend the Expiration Date? To continue partnership

2. ☒ Amend Duties and Cost ☐ Amend Duties Only

- a. Describe the amendment: additional total cost added to contract.
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

Original contract: \$110,000.00

Amendment 1: \$200,000.00

Total Contract: \$310,000.00

3. ☐ Amendment to change other terms and conditions of the contract:

- a. Describe the changes that are being made:

Amendment 1 to SWIFT Contract No. 286147

Contract Effective Date:	<u>4/1/2026</u>	Total Contract Amount:	<u>\$310,000</u>
Original Contract Expiration Date:	<u>6/30/2026</u>	Original Contract:	<u>\$110,00</u>
Current Contract Expiration Date:	<u>6/30/2026</u>	Previous Amendment(s) Total:	<u>0</u>
Requested Contract Expiration Date:	<u>6/30/2027</u>	This Amendment:	<u>\$200,000</u>

This amendment is by and between the State of Minnesota, acting through its Minnesota Departments of Corrections (DOC) ("State") Minnesota Department of Employment and Economic Development (DEED) ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State has a contract with the Contractor identified as 286147 ("Original Contract") to provide DEED and DOC will cooperate and collaborate to deliver pre- and post-release employment services and resources to people under the authority of the Commissioner of Corrections.
2. Contract is being amended to extend contract and continue partnership for an additional year.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

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

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

- 1.1 Effective date. April 1, 2026, 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~~ June 30, 2027, or until all obligations are satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3. "**Consideration and Payment**" is amended to add:

Funds will be used to reimburse DEED for the staff positions assigned to this project. This reimbursement will include DEED salaries, benefits, mileage, and meals or other approvable expenses, as agreed upon in advance between DOC and DEED in writing. DOC will pay DEED an initial amount, not to exceed \$25,000, upon receipt of an invoice from DEED. The total obligation of this Agreement for FY 2026 will not exceed \$110,000, with the remaining balance to be paid at close of contract, upon receipt of a final invoice from DEED. Total obligation of this agreement will not exceed \$310,000. DEED may supplement funding to ensure adequate support for the three (3) staff carrying out or enhancing these activities.

REVISION 3. The following clause is added to Exhibit A: Contract Terms

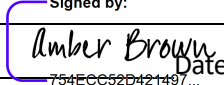
- 3.1 DEED will participate in DOC transition Fairs.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract 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

Print Name: Amber Brown

Signature:  Signed by: _____

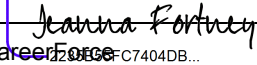
Title: Buyer 2 Date: June 30, 2026

SWIFT Contract No. 286147, PO 3-182408 _____

*pending SFY27 funds

2. Contractor

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable state, federal, tribal, or local laws, rules, regulations, policies, bylaws, resolutions, or ordinances.

Print Name:  Signed by: _____

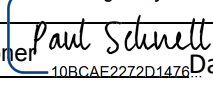
Signature: Director, Career Force Date: July 7, 2026

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: Paul Schnell

Signature:  DocuSigned by: _____

Title: Commissioner Date: July 8, 2026

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____



State of Minnesota

Interagency Agreement

SWIFT Contract Number: 286147

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Corrections ("DOC") and the Minnesota Department of Employment and Economic Development ("DEED"). DOC and DEED may be referred to jointly as "Agencies."

Agreement

1. Term of Agreement

- 1.1 Effective date. April 1, 2026, 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 are satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

DEED and DOC will cooperate and collaborate to deliver pre- and post-release employment services and resources to people under the authority of the Commissioner of Corrections. DEED and DOC will perform and provide all the duties, services, and tasks as specified under the transition and reentry employment services proposed goals and activity plan as outlined in Exhibit 1, which is attached and incorporated into this Agreement.

3. Consideration and Payment

Funds will be used to reimburse DEED for the staff positions assigned to this project. This reimbursement will include DEED salaries, benefits, mileage, and meals or other approvable expenses, as agreed upon in advance between DOC and DEED in writing.

DOC will pay DEED an initial amount, not to exceed \$25,000, upon receipt of an invoice from DEED. The total obligation of this Agreement for FY 2026 will not exceed \$110,000, with the remaining balance to be paid at close of contract, upon receipt of a final invoice from DEED. DEED may supplement funding to ensure adequate support for the three (3) staff carrying out or enhancing these activities.

4. Conditions of Payment

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

5. Authorized Representative

DOC's Authorized Representative is Rebecca Fratzke, Reentry Manager, 2420 Long Lake Road, Roseville, MN 55113, 651-724-5052, rebecca.fratzke@state.mn.us or his/her successor or delegate.

DEED's Authorized Representative is Jeremiah Carter, Director, 180 East Fifth Street, Suite 1200, St. Paul, MN 55101, 651-539-4121, Jeremiah.carter@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.

9. Bloodborne Pathogen Notice

DEED is hereby notified and agrees to assume full responsibility for notifying all of its employees assigned to this project of the remote possibility that they may be at risk. for exposure to a bloodborne pathogen such as the Hepatitis B virus (HBV). DEED further agrees to provide training for all its employees assigned to this project and to offer vaccinations to those who could reasonably anticipate an exposure resulting from the performance of this Agreement.

10. Tuberculosis Screening

DEED must provide documentation to the DOC's Authorized Representative within 4.5 days of the effective date of this Agreement that any individual who will be providing services in a correctional facility more than 10 hours per week has had a negative tuberculin test, chest X-ray or statement from a physician that the individual is free from active tuberculin disease.

11. Public News Media

DEED must follow DOC policy 303.110 regarding contact with incarcerated persons and the public news media. DEED must follow DOC policy 101.310 regarding any potential public news media contact regarding this Agreement, Referenced DOC policies are located on the DOC website (<https://policy.doc.mn.gov/DOCPolicy/>) and are incorporated by Reference.

12. Attachments

- Exhibit 1: Duties, Services & Tasks
- Exhibit 2: Training Evaluation Form

1. State Encumbrance Verification

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

Amber Brown
Print Name: Signed by:
Signature: Amber Brown
754ECC52D421497...
Title: Buyer 2 Date: 3/31/2026
3000180204
SWIFT Contract No. 2 8 6 1 4 7

2. MN Department of Corrections (DOC)

With delegated authority

Paul Schnell
Print Name: DocuSigned by:
Signature: Paul Schnell
10BCAE2272D1476...
Title: Commissioner Date: 3/31/2026

3. MN Department of Employment and Economic Development (DEED)

With delegated authority

Jeanna Fortney
Print Name: Signed by:
Signature: Jeanna Fortney
2235B55FC7404DB...
Title: Director, CareerForce Date: 4/17/2026
Contract 288769 PR 100952

Exhibit 1 to FY26 Interagency Agreement

Duties, Services & Tasks

DEED will perform the following duties, services and tasks as outlined below:

1. Staffing:

- a. DEED will assign three (3) staff to work on the Transitions and Reentry Employment Services Program.
- b. DEED may train additional staff to provide the pre-release and post-release services under this Agreement.
- c. DEED staff will provide services both on-site at Minnesota Correctional Facilities and in Career Force Locations

2. Pre-release Activities and Goals:

- a. DEED staff will conduct approximately 100 employment preparation classes, events and workshops annually, as mutually agreed upon, to include the following:
 - Within mandatory Reentry Class(es)**;
 - Mock interviews;
 - Challenge Incarceration Program ("CIP") groups;
 - Chemical Dependency ("CD") groups; and
 - Sex Offense Treatment Programs ("SOTP").

**Reentry class(es) are week-long pre-release activities provided to currently incarcerated individuals who are within approximately two to three years of their anticipated release dates. The class(es) focus on key transition topics that support successful community reintegration, including supervision requirements, housing stability and employment preparation. The core curriculum is outlined below in Exhibit 1, Section 7, Curriculum Outline.

These activities will occur at the following Minnesota Correctional Facilities: Shakopee; Faribault; Moose Lake; Rush City; Lino Lakes; Stillwater; St. Cloud; Willow River; Togo; Oak Park Heights; Red Wing Minimum Security; Lino Lakes Minimum Security; and Faribault Minimum Security.

- b. DEED and DOC will jointly arrange the specific times and dates for these classes.
- c. DEED and DOC staff may reschedule pre-release classes cancelled due to security issues, weather, etc. as agreed to in writing upon mutual consent of both Agencies.

3. Post-release Activities and Goals:

- a. DEED staff will provide employment-related and other transition assistance to individuals released from Minnesota Correctional Facilities under the authority of the Commissioner of Corrections. This assistance may include:
 - Post-release workshops ("New Leaf") focused on the needs of formerly incarcerated people;
 - Post-release employment assistance at CareerForce Locations where project or associated staff have offices;

- Access and referrals to all CareerForce Location services, including Resource Room assistance, workshops, assessments and training opportunities;
- Referrals to external education and community-based organizations; and
- Employment retention and follow-up assistance.

4. Coordination and Networking Activities and Goals:

- a. DEED staff assigned to this project are responsible for coordinating reentry activities with DOC staff, CareerForce location partners, education agencies and community-based organizations to assist the formerly incarcerated obtain and retain employment. Staff will coordinate activities with the following:
 - DOC Reentry Unit Staff
 - DOC Transition Coordinators
 - Community Corrections Agents
 - CareerForce Location Partners
 - Veterans Employment Program Staff
 - Education and Community-Based Organizations
- b. DEED staff will participate in ongoing meetings as agreed by DEED and DOC staff, including quarterly meetings with DOC Transition Coordinators.
- c. DEED may train additional staff to provide the pre-release and post-release services under this Agreement.

5. Capacity Building Activities and Goals:

- a. DEED staff assigned to this project will participate in training activities to build their capacity in assisting ex-offenders. DEED staff assigned to this project must complete a formal Admittance Authorization application, which includes a criminal background check and formal training prior to the start of work. DOC will provide and cover the costs associated with the criminal background check and formal training.
- b. DEED staff assigned to these activities will develop and disseminate materials and information to strengthen the capacity of CareerForce Location staff in locations across the state. Best practices in assisting the formerly incarcerated to find and retain employment will be promoted to CareerForce Location staff statewide.
- c. DEED staff assigned to this project must be familiar and comply with all applicable DOC policies and facility requirements while performing services under this Agreement. DOC will inform DEED of any updates to its policies.
- d. DEED will work collaboratively with DOC and/or community partners to plan and implement strategies for continued employment services.

6. Performance Measures:

- a. DEED and DOC must comply with MN. Stat. Ch. 13 with regards to the sharing of data. DEED will provide monthly reports with summary data to DOC to report the employment outcomes of program participants who have signed Consent to Release Private Data Wage Detail and/or who provide this information to contract-specific DEED staff.

Outcome data includes, but is not limited to:

- Training Evaluation Form, which sample form is attached and incorporated into this Agreement as Attachment 2. DEED staff will administer the Training Evaluation Form as applicable for pre-release classes/activities as part of established best practices under the program. DEED will collect and analyze the resulting data for program performance and reporting purposes.
 - The number of individuals voluntarily providing information ("self-reporting") who obtained employment, type of employment (part-time or full-time), and their wage upon obtaining employment.
 - The number of individuals self-reporting who retained employment for six (6) months after placement and their wage at six (6) months. Such contact with contract-specific DEED staff shall be at the participant's initiation and discretion.
 - Number of self-reporting individuals who were terminated or left employment and the reason.
 - Other measures as mutually decided by the Agencies as agreed to in writing and within the term and conditions of this Agreement.
- b. Enhance general employment-related information sharing between DOC and DEED staff assigned to this project, such as how individuals can access CareerForce services, contact information for local CareerForce locations, and details regarding available employment programs and resources.

7. Curriculum Outline:

DEED will provide instructor-led training sessions at participating DOC facilities. Training duration will range from approximately 4 to 7 hours depending on facility space, operational considerations, and classroom availability. While delivery timelines may vary across facilities, program fidelity will be maintained by ensuring foundational workforce readiness components are delivered consistently statewide. DEED and DOC will collaborate to align scheduling, participant selection, classroom logistics, and security protocols.

Core Curriculum (Delivered at Every Facility)

Skills Identification and Employment Planning

Participants will engage in structured reflection to identify existing skills, prior work experiences, certifications, and competencies developed through education or incarceration. Instruction will focus on connecting transferable skills to viable career pathways, establishing employment goals, and recognizing potential barriers with strategies to overcome them. DEED staff will also provide current CareerForce information and guidance on accessing job search assistance, training resources, and supportive services immediately upon release. Participants will receive clear instructions on how to locate their nearest CareerForce center, what services are available, and how to engage with staff for continued job search and placement support following release.

Resumes, Cover Letters, and Professional References

DEED staff will provide instruction on developing professional resumes that effectively communicate skills, experiences, and accomplishments. Training will include resume formatting, writing

accomplishment statements, tailoring application materials to specific positions, developing professional references, and constructing effective cover letters. Participants will understand how resumes should evolve alongside their career progression.

Applications, Networking, and Job Search Strategies

Participants will learn how to organize their job search and maintain accountability throughout the employment process. Instruction will reflect current labor market practices and evolving recruitment methods to ensure participants are prepared to compete in a technology-driven hiring environment, which includes but is not limited to:

- Completing employment applications
- Maintaining records of employer contacts
- Incorporating job search activities into a structured schedule
- Leveraging networking opportunities
- Preparing required employment documentation
- Utilizing social media platforms appropriately to support professional job search efforts, including building a positive digital presence and engaging with employers professionally
- Understanding the responsible and ethical use of artificial intelligence (“AI”) tools to assist with resume development, interview preparation, and job search activities while ensuring submitted materials accurately reflect participant qualifications
- Recognizing the importance of digital professionalism, including how online behavior and public profiles may influence hiring decisions

A successful job search requires organization, consistency, preparation, and the ability to effectively navigate modern digital tools that increasingly shape employer recruitment practices.

Interview Preparation and Employer Engagement

Participants will be prepared to successfully navigate the interview process through instruction on common interview questions, researching employers, professional presentation, behavioral interview strategies, and post-interview follow-up practices.

Addressing Criminal Background with Confidence

Participants will receive guidance on how to discuss justice involvement honestly while emphasizing growth, accountability, and readiness for employment, helping increase employer confidence and improve hiring outcomes.

Expanded Curriculum Components will be provided as time allows.

Expected Outcomes/Goals:

- Develop a clear employment plan
- Understand skills and career pathways
- Possess professional job search tools

- Be prepared to engage employers
- Know how to connect with their local CareerForce location upon release to receive additional job placement assistance, career counseling, training referrals, and ongoing workforce support.

Exhibit 2 to FY26 Interagency Agreement

Training Evaluation Form

Location of Training_____

Trainer_____

On behalf of the Partners for Reentry Opportunities in Workforce Development team we would like to thank you for participating in these job search sessions and congratulate you on your completion of the classes. In order to continue with future successful classes, please check your level of agreement with the statements listed below and provide feedback on the last four questions.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
The objectives of the training were clearly defined.	☐	☐	☐	☐	☐
Participation and interaction were encouraged.	☐	☐	☐	☐	☐
The topics covered were relevant to me.	☐	☐	☐	☐	☐
The content was organized and easy to follow.	☐	☐	☐	☐	☐
The training manual was helpful.	☐	☐	☐	☐	☐
This training experience will be useful for my job search upon release.	☐	☐	☐	☐	☐
The trainer was knowledgeable about the training topics.	☐	☐	☐	☐	☐
The trainer was well prepared.	☐	☐	☐	☐	☐
The time allotted for the training was sufficient.	☐	☐	☐	☐	☐

What sections of the training do you think will be most useful for you?

What did you like most about this training?

What did you like the least about this training?

How could this training be improved?



16A.15-16C.05 Reporting Form

(Based on Minnesota Statutes Sections 16A.15 and 16C.05)

Department of Correction

Division of Reentry

SWIFT Contract # 286147

Vendor Name DEED

Select ONE (1) of the following:

- ☒ Professional/Technical Contract – Submit One (1) Fully Executed Copy with the Contract/Amendment when routing to OSP for approval, retain a copy with the contract file, and list it in the quarterly report to OSP.
- ☐ Professional/Technical Delegated – Retain executed copy with the contract file and list it in the quarterly report to OSP.
- ☐ Professional/Technical Annual Plans – Retain executed copy with the contract file and list it in the quarterly report to OSP.
- ☐ Acquisitions (Goods & General Services) – Retain executed copy with the contract file and list it in the quarterly report to OSP.
- ☐ Grants – Retain executed copy with the contract file and list it in the quarterly report to OSP.

I. NO OBLIGATION INCURRED PRIOR TO ENCUMBRANCE OR CONTRACT EXECUTION

(Minn. Stat. §§ 16A.15, subd. 3 and 16C.05, subd. 2)*

I certify that work has not started as of 03/24/26 and **will not begin until this contract is fully executed.**

Person Responsible: Malinda Steffan Date: 03/24/26

II. OBLIGATION INCURRED PRIOR TO ENCUMBRANCE (Minn. Stat. § 16A.15, subd. 3)*

Total Contract or Amendment Amount \$ _____ Obligation Date: _____ (when work started)

Nature of Contract/Scope of Work:

Reason why obligation was incurred before contract was encumbered:

What corrective action will be taken to prevent the problem from happening in the future?

(1) Person Responsible (Printed Name and Signature) _____ Date: _____ (3) Agency Head or Formal Delegate _____ Date: _____

(2) Agency Accounting Director Date: _____



III. OBLIGATION INCURRED PRIOR TO CONTRACT EXECUTION (Minn. Stat. § 16C.05, subd. 2)*

Work on this contract started as of _

Nature of Contract/Scope of Work:

Reason why contract was not fully executed prior to begin date:

What corrective action will be taken to prevent the problem from happening in the future?

(1) Person Responsible (Printed Name and Signature)

Date: _

(2) Agency Head or Formal Delegate

Date:



16A.15-16C Memo, page 2

Minnesota Statutes Section 16A.15, subdivision 3 (emphasis added)

Allotment and encumbrance

(a) A payment may not be made without prior obligation. An obligation may not be incurred against any fund, allotment, or appropriation unless the commissioner [of finance] has certified a sufficient unencumbered balance or the accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet it..... An expenditure or obligation authorized or incurred in violation of this chapter is invalid and ineligible for payment until made valid. A payment made in violation of this chapter is illegal. An employee authorizing or making the payment, or taking part in it, and a person receiving any part of the payment, are jointly and severally liable to the state for the amount paid or received. If an employee knowingly incurs an obligation or authorizes or makes an expenditure in violation of this chapter or takes part in the violation, the violation is just cause for the employee's removal by the appointing authority or by the governor if an appointing authority other than the governor fails to do so. A claim presented against an appropriation without prior allotment or encumbrance may be made valid on investment, review, and approval by the commissioner [of finance], if the services, materials, or supplies to be paid for were actually furnished in good faith without collusion and without intent to defraud.

Minnesota Statutes Section 16C.05, subdivision 2 (emphasis added)

Creation and validity of contracts

(a) **A contract is not valid and the state is not bound by it and no agency, without the prior written approval of the commissioner granted pursuant to subdivision 2a, may authorize work to begin on it unless:**

- (1) it has first been executed by the head of the agency or a delegate who is a party to the contract;
- (2) it has been approved by the commissioner [of administration]; and
- (3) the accounting system shows an encumbrance for the amount of the contract liability.

(b) the combined contract and amendments must not exceed five years, unless otherwise provided by law. The term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state.



16A.15-16C.05 Reporting Form

(Based on Minnesota Statutes Sections 16A.15 and 16C.05)

Department of Corrections

Division of ReEntry

SWIFT Contract # 286147

Vendor Name DEED

Select ONE (1) of the following:

- ☒ Professional/Technical Contract – Submit One (1) Fully Executed Copy with the Contract/Amendment when routing to OSP for approval, retain a copy with the contract file, and list it in the quarterly report to OSP.
- ☐ Professional/Technical Delegated – Retain executed copy with the contract file and list it in the quarterly report to OSP.
- ☐ Professional/Technical Annual Plans – Retain executed copy with the contract file and list it in the quarterly report to OSP.
- ☐ Acquisitions (Goods & General Services) – Retain executed copy with the contract file and list it in the quarterly report to OSP.
- ☐ Grants – Retain executed copy with the contract file and list it in the quarterly report to OSP.

I. NO OBLIGATION INCURRED PRIOR TO ENCUMBRANCE OR CONTRACT EXECUTION

(Minn. Stat. §§ 16A.15, subd. 3 and 16C.05, subd. 2)*

I certify that work has not started as of 06/25/26 and **will not begin until this contract is fully executed.**

Person Responsible: Malinda Steffan Date: 06/25/26

II. OBLIGATION INCURRED PRIOR TO ENCUMBRANCE (Minn. Stat. § 16A.15, subd. 3)*

Total Contract or Amendment Amount \$ _____ Obligation Date: _____(when work started)

Nature of Contract/Scope of Work:

Reason why obligation was incurred before contract was encumbered:

What corrective action will be taken to prevent the problem from happening in the future?

(1) Person Responsible (Printed Name and Signature) _____ Date: _____ (3) Agency Head or Formal Delegate _____ Date: _____

_____ Date: _____
(2) Agency Accounting Director



III. OBLIGATION INCURRED PRIOR TO CONTRACT EXECUTION (Minn. Stat. § 16C.05, subd. 2)*

Work on this contract started as of _

Nature of Contract/Scope of Work:

Reason why contract was not fully executed prior to begin date:

What corrective action will be taken to prevent the problem from happening in the future?

(1) Person Responsible (Printed Name and Signature)

Date: _

(2) Agency Head or Formal Delegate

Date:



16A.15-16C Memo, page 2

Minnesota Statutes Section 16A.15, subdivision 3 (emphasis added)

Allotment and encumbrance

(a) A payment may not be made without prior obligation. An obligation may not be incurred against any fund, allotment, or appropriation unless the commissioner [of finance] has certified a sufficient unencumbered balance or the accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet it. . . . An expenditure or obligation authorized or incurred in violation of this chapter is invalid and ineligible for payment until made valid. A payment made in violation of this chapter is illegal. An employee authorizing or making the payment, or taking part in it, and a person receiving any part of the payment, are jointly and severally liable to the state for the amount paid or received. If an employee knowingly incurs an obligation or authorizes or makes an expenditure in violation of this chapter or takes part in the violation, the violation is just cause for the employee's removal by the appointing authority or by the governor if an appointing authority other than the governor fails to do so. A claim presented against an appropriation without prior allotment or encumbrance may be made valid on investment, review, and approval by the commissioner [of finance], if the services, materials, or supplies to be paid for were actually furnished in good faith without collusion and without intent to defraud.

Minnesota Statutes Section 16C.05, subdivision 2 (emphasis added)

Creation and validity of contracts

(a) **A contract is not valid and the state is not bound by it and no agency, without the prior written approval of the commissioner granted pursuant to subdivision 2a, may authorize work to begin on it unless:**

- (1) it has first been executed by the head of the agency or a delegate who is a party to the contract;
- (2) it has been approved by the commissioner [of administration]; and
- (3) the accounting system shows an encumbrance for the amount of the contract liability.

(b) the combined contract and amendments must not exceed five years, unless otherwise provided by law. The term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state.

Certificate Of Completion

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Status: Completed

Subject: Complete: DEED IA Amend 1 286147.docx

Source Envelope:

Document Pages: 19

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Janeen Oien

AutoNav: Enabled

658 Cedar St

Envelopeld Stamping: Enabled

St. Paul, MN 55155

Time Zone: (UTC-06:00) Central Time (US & Canada)

Janeen.Oien@state.mn.us

IP Address: 151.111.138.49

Record Tracking

Status: Original

Holder: Janeen Oien

Location: DocuSign

6/30/2026 12:05:29 PM

Janeen.Oien@state.mn.us

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Amber Brown

amber.brown@state.mn.us

Buyer 2

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Amber Brown
754ECC52D421497...

Signature Adoption: Pre-selected Style

Using IP Address: 151.111.138.49

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Electronic Record and Signature Disclosure:

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Jeanna Fortney

jeanna.fortney@state.mn.us

Director, CareerForce

Security Level: Email, Account Authentication
(None)

Signed by:

Jeanna Fortney
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Signature Adoption: Pre-selected Style

Using IP Address: 156.99.30.174

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Signed: 7/7/2026 4:00:38 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Paul Schnell

paul.schnell@state.mn.us

Commissioner

MN Department of Corrections

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Paul Schnell
10BCAE2272D1476...

Signature Adoption: Pre-selected Style

Using IP Address: 151.111.138.6

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Viewed: 7/8/2026 10:10:55 AM

Signed: 7/8/2026 10:11:06 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Malinda Steffan malinda.steffan@state.mn.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/30/2026 12:09:35 PM Viewed: 7/1/2026 7:17:39 AM
Amanda Haspert amanda.haspert@state.mn.us Department of Administration Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/8/2026 10:11:09 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	7/13/2026 2:14:59 PM
Payment Events	Status	Timestamps



AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2026-207

WHEREAS, the State of Minnesota, **Department of Corrections**, has an interagency agreement identified as **2026-207 (SWIFT 290055, PO 3-181165)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Office and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

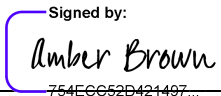
Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until ~~September 30, 2026~~ **December 31, 2026**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect. The Original Interagency Agreement, and any previous amendments, are incorporated into this amendment by reference.

Approved:

1. State Encumbrance Verification

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

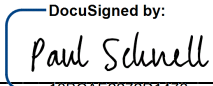
Signed  Signed by:
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Date July 13, 2026

SWIFT Contract: 290055

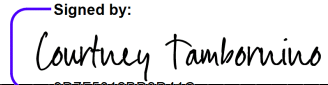
SWIFT PO: 3-181165

2. Requesting Agency

Signed  DocuSigned by:
10BCAE2272D1476...

Date July 15, 2026

3. Management Analysis and Development

Signed  Signed by:
9D7F5012B03D41C...

Date July 16, 2026



MAD Project Number: 2026-207

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Department of Corrections**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached proposal, which is incorporated and made part of this agreement.

2. Contacts:

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

Management Analysis and Development: **Matt Williams**

Requesting Agency: **Laurie Jandro**

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay MAD as follows:

Up to **1,328** hours at a rate of **\$185.00** per hour as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$245,680**.

The Requesting Agency will pay MAD for services performed within 30 days of receipt of invoices submitted by MAD. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by MAD in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

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

5. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **September 30, 2026**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or MAD at any time with thirty (30) days written notice to the other party. In this event, MAD shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is **Safia Khan**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, MAD is authorized to enter into this agreement.

9. Amendments:

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

10. State Audit:

The books, records, documents, and accounting practices and procedures of MAD relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

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

Approved:

1. State Encumbrance Verification

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

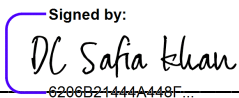
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Date May 11, 2026

SWIFT Contract: __290055__

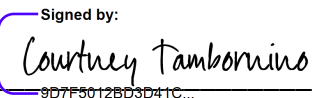
SWIFT PO: _3-181165__

2. Requesting Agency

Signed  Signed by:
6286B21444A448F...

Date May 11, 2026

3. Management Analysis and Development

Signed  Signed by:
9D7F5012BD3D41C...

Date 5/11/2026