



## **Self-Service Kiosks Addendum for Deputy Registrars (DRs)**

The below requirements are necessary when a Deputy Registrar (DR) submits a self-service kiosk request to the Minnesota Department of Public Safety (DPS), Division of Vehicle Services (DVS) under [Minnesota Statutes, section 168.0135, Subd. 2\(b\)](#). State statutes set additional requirements for participating in the self-service kiosk project. This addendum clarifies some of those requirements and establishes additional parameters for participation.

- This addendum does not supersede any other contracts between the State and the vendor, Intellectual Technology Inc. (ITI).
- Only active, open and approved DR locations are eligible to participate in the self-service kiosk project.
- DPS is not responsible for self-service kiosk fee disbursement and will not provide opinions on fee-sharing agreements or arrangements set up between DRs.
- DPS will not resolve disputes between DRs regarding self-service kiosks. DRs are responsible for managing and resolving their own disputes and disagreements, including any costs associated with dispute resolution. However, as stated below, DPS will assist DRs by facilitating conversations between DRs as appropriate to assist with dispute resolution.
- [Minnesota Rules, Chapter. 7406.0300](#) sets out geographic requirements for DR office locations.
  - The following [link](#) is a tool for determining location distance within a specified radius.
- An impacted DR is an existing DR that has a self-service kiosk placed within its existing geographic boundaries.
- An impacted DR can choose to participate in fee-sharing or attest to non-participation.
  - An impacted DR that participates in fee-sharing is considered a participating DR.
  - An impacted DR that attests to non-participation in the self-service kiosk program is considered a non-participating DR.
  - An impacted DR that does not respond to a written request from the Lead DR to sign the kiosk addendum within 30 days of the written request will be considered a non-participating DR. Refusal to sign an addendum request within 30 days will not prevent a kiosk application from being submitted to and reviewed by the Commissioner.
- Filing fees charged under [Minn. Stat. § 168.33, Subd. 7](#), for transactions completed using self-service kiosks, may be shared between participating DRs.
- This addendum must be reviewed and signed by each impacted DR and non-participating DR annually to continue kiosk use. The signed addendum will be maintained by DPS with the current signed DR agreement.
- DRs are responsible for maintaining their own written copies of this addendum and any and all related written agreements between DRs and kiosk hosts and/or, ITI. These agreements may include but are not limited to non-participation attestations, fee-sharing and tax agreements, and distribution agreements. These are examples of written agreements DRs are responsible to maintain and not an exhaustive list.
- This addendum will be reviewed by DPS and participating DRs and updated annually.
  - Annual review of this addendum includes consideration of concerns and/or suggestions for modifications to the addendum language. Discussions between DRs and DPS-DVS leadership



and staff will be held to during the review period to address possible modifications. Review discussions are open to all applicable parties.

- The annual review period for the addendum will take place within the 90 days prior to the expiration of the kiosk addendum. Topics for review should be submitted to the DVS DR Liaison Team prior to the 90 day review period. Topics for review must be related to the addendum language and within the scope of the self-service kiosk business.
- DRs must provide DPS with a list of current DR contacts, including name, role and responsibility for self-service kiosk related questions and the DR liaison with ITI.
- The Commissioner of DPS must review and approve self-service kiosk requests before a kiosk is placed in a location. Once the request is approved the Commissioner directs ITI to place a self-service kiosk in the requesting DRs Service area.

### **On-Premise Self-Service Kiosks**

- On-premise self-service kiosk is defined as a self-service kiosk placed on the owned, leased, or rented property of the currently operating and approved DR office or building.
- Other than the terms set forth in this addendum, on-premise self-service kiosks are managed solely between the DR and ITI agreement.
- On-premise kiosks are not required to participate in fee-sharing with other impacted DR offices.

### **Off-Premise Self-Service Kiosks**

- Off-Premise Self-Service Kiosk is defined as a self-service kiosk that is not placed on the property of a currently operating and approved DR location.
- Other than the terms set forth in this addendum, off-premise self-service kiosks are managed solely by the agreement between the DR ITI agreement, and the kiosk host.
- If the off-premise self-service kiosk is placed in a location that overlaps the geographic boundaries of an existing DR office as set forth in [Minn. R. 7406.0300](#), the DR requesting the self-service kiosk assumes the role of the Lead DR.
- The off-premise location of a self-service kiosk is the kiosk host, for ex., Cub Foods or Mall of America.
- Lead DR Responsibilities:
  - If the DR located closest to the off-premise self-service kiosk does not want to participate as the Lead DR, then the next closest DR will have the opportunity to take the Lead DR role.
  - Obtain signatures from all impacted DRs. An impacted DR must either attest in writing to participate or non-participation. Signatures of impacted DRs that are participating in fee-sharing and impacted DRs that attest to non-participation must be attached to this addendum.
  - Determine with other participating DRs how fees are shared amongst participating DRs.
  - Establish the bank account for the off-premise kiosk. This can be the same bank account used by the Lead DR for other Minnesota Drive System (MNDRIVE) transactions. If it is a separate account, the DR needs to work with Minnesota Management and Budget (MMB) and MNDRIVE for the configuration. The solution to sweep from a separate account will be available on or before August 1<sup>st</sup>, 2023.



- Facilitate fee disbursement to participating DRs, including consultation with ITI regarding whether the fee-sharing and distribution arrangement between DRs will necessitate an amendment to the DR/ITI contract.
  - List DR name and contact information on the self-service kiosk machine as required by [Minn. Stat. § 168.0135, Subd. 1\(a\)\(5\)](#).
  - Review and update the self-service kiosks addendum for its impacted DRs with DPS annually. A self-service kiosk addendum expires one year from the date of approval by DPS. The reviewed and updated addendum is due to DPS 30 days prior to the expiration date.
  - Facilitate the resolution of disputes or disagreements between participating and impacted DRs.
    - If the Lead DR is not able to resolve disputes between participating and impacted DRs DVS is willing to meet with all parties and facilitate a conversation in an attempt to come to a resolution.
- If an impacted DR attests to non-participation, fees must not be shared with that impacted DR.
  - ITI, must approve the location for an off-premise self-service kiosk. This approval process is determined and managed solely by ITI. Once an off-premise location is approved by ITI the proposed location must also be approved by the Commissioner under [Minn. Stat. § 168.0135, Subd. 2\(b\)](#).

**Lead DR Office Details:**

Lead DR Office Name: _____ Office address: _____ _____	Lead DR Office Phone #: _____ Lead DR Contact Mobile #: _____
Lead DR Contact First Name: _____ Lead DR Contact Last Name: _____	Lead DR Contact Email: _____
<b>Attestation: By signing below the lead DR contact and its signatory attest that he/she/they have read, understand and agree to the requirements and responsibilities set forth in this addendum, specifically the responsibilities of the lead DR, and agree to take on these responsibilities. Specifically, the lead DR understands that DVS is not responsible for fee sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between the DR, vendor, and/or kiosk host.</b>	
Lead DR Contact signature: _____ Date: _____	



**Self-Service Kiosk Location Details**

- **If the self-service kiosk is located on-premise at a DR, include the DR location address and details below.**
- **If the self-service kiosk is located off-premise, include the kiosk host location and details below.**

DR or Kiosk Host Name: _____	DR or Kiosk Host Contact
Kiosk Location (DR or Host location) Address: _____ _____	First Name: _____ Last Name: _____
DR or Kiosk Host Office Phone #: _____	DR or Kiosk Host Fax #: _____
DR or Kiosk Host Mobile Phone #: _____	DR or Kiosk Host Email: _____
<p><b>Attestation: By signing below, a DR contact, on behalf of the DR with an on-premise kiosk, or a kiosk host contact, on behalf of the kiosk host, attests that he/she/they have read, understand, and agree to the requirements and responsibilities set forth in this addendum. Specifically, the DR understands that DVS is not responsible for fee sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between the DR, vendor, and/or kiosk host.</b></p>	
DR Contact or Kiosk Host Contact Signature: _____ Date: _____	

**Financial Flow**

- “Fee-sharing” is defined as the agreement between a Lead DR and impacted DRs who agreed to participate in the off-premise self-service kiosk project.
- “Fee-disbursement” is defined as the agreement or arrangement between a Lead DR, participating DRs and ITI that determines how filing fees are disbursed to participating DRs and a Lead DR.
  - The lead DR will receive 10% of the total filing fees produced from this kiosk.
  - The remaining 90% of the filing fees will be distributed evenly among all participating DRs, including the Lead DR. Rounding corrections will be distributed to the Lead DR.
- ITI is the vendor responsible for the collection and timely distribution and deposit of all funds to the lead DR. Funds collected and distributed by ITI include the required taxes and fees and the ITI transaction fee. ITI will distribute the required taxes and fees to the lead DRs bank account. ITI shall distribute collected fees as follows:
  - LexisNexis (LN) pushes fees to DR.
  - DR prepares a sweep and marks it ready to sweep.
  - MNDRIVE sweeps fees into State account from the lead DR bank account.

**Financial Flow Example (Timing may vary)**

- Customer completes renewal at kiosk **(day 1)**.
- Money collected by (LN) **(day 1)**.
- LN sends confirmation email to the lead DR by 12am and sends money to ITI and DR **(day 2)**.
- The lead DR sees funds pending or settled in bank account **(day 3)**.
- The lead DR reconciles in MNDRIVE and marks ready to sweep. **(day 3)**.
- MNDRIVE sweeps DR account or MMB reconciles funds with DR **(day 4)**.



**Impacted DR Office Details and Signatures**

\*Add DR detail and signature boxes as necessary if more than 3 participating and impacted DRs are involved.

<b>Is the DR participating in fee-sharing (participating DR) or not (non-participating DR)? (Check one)</b>	
Participating DR: <input type="checkbox"/> <b>OR</b> Non-Participating DR: <input type="checkbox"/>	
DR #1 Office Name: _____	Distance from Kiosk Location: (miles): _____
DR #1 Office Address: _____	DR #1 Office Phone #: _____
DR #1 Contact Name: _____	DR Email: _____
DR #1 Contact Mobile #: _____	DR #1 Fax Number: _____
<b>Attestation: By signing below the DR contact, on behalf of the DR, agrees to the requirements and responsibilities set forth in the addendum above to participate in the self-service kiosk project authorized under Minn. Stat. § 168.0135 either as a participating DR or as a non-participating DR. The DR understands that DVS is not responsible for fee-sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between the DR, vendor, and/or kiosk host.</b>	
DR #1 Signature: _____	Date: _____

**DPS Commissioner Approval**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Send completed Addendum Submission:** [DeputySupportProcedures.DPS@state.mn.us](mailto:DeputySupportProcedures.DPS@state.mn.us)



**Impacted DR Office Details and Signature**

<b>Is the DR participating in fee-sharing (participating DR) or not (non-participating DR)? (Check one)</b>	
Participating DR: <input type="checkbox"/> <b>OR</b> Non-Participating DR: <input type="checkbox"/>	
DR #2 Office Name: _____	Distance from Kiosk Location: (miles): _____
DR #2 Office Address: _____	DR #2 Office Phone #: _____
DR #2 Contact Name: _____	DR Email: _____
DR #2 Contact Mobile #: _____	DR #2 Fax Number: _____
<b>Attestation: By signing below the DR contact, on behalf of the DR, agrees to the requirements and responsibilities set forth in the addendum above to participate in the self-service kiosk project authorized under Minn. Stat.§ 168.0135 either as a participating DR or as a non-participating DR. The DR understands that DVS is not responsible for fee-sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between DR, vendor, and/or kiosk host.</b>	
DR #2 Signature: _____	Date: _____

**Impacted DR Office Details and Signature**

<b>Is the DR participating in fee-sharing (participating DR) or not (non-participating DR)? (Check one)</b>	
Participating DR: <input type="checkbox"/> <b>OR</b> Non-Participating DR: <input type="checkbox"/>	
DR #3 Office Name: _____	Distance from Kiosk Location: (miles): _____
DR #3 Office Address: _____	DR #3 Office Phone #: _____
DR #3 Contact Name: _____	DR Email: _____
DR #3 Contact Mobile #: _____	DR #3 Fax Number: _____
<b>Attestation: By signing below the DR Contact, on behalf of the DR, agrees to the requirements and responsibilities set forth in the addendum above to participate in the self-service kiosk project authorized under Minn. Stat.§ 168.0135 either as a participating DR or as a non-participating DR. The DR understands that DVS is not responsible for fee-sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between the DR, vendor, and/or kiosk host.</b>	
DR #3 Signature: _____	Date: _____



**Impacted DR Office Details and Signature**

<b>Is the DR participating in fee-sharing (participating DR) or not (non-participating DR)? (Check one)</b>	
Participating DR: <input type="checkbox"/> <b>OR</b> Non-Participating DR: <input type="checkbox"/>	
DR #4 Office Name: _____	Distance from Kiosk Location: (miles): _____
DR #4 Office Address: _____	DR #4 Office Phone #: _____
DR #4 Contact Name: _____	DR Email: _____
DR #4 Contact Mobile #: _____	DR #4 Fax Number: _____
<b>Attestation: By signing below the DR Contact, on behalf of the DR, agrees to the requirements and responsibilities set forth in the addendum above to participate in the self-service kiosk project authorized under Minn. Stat. § 168.0135 either as a participating DR or as a non-participating DR. The DR understands that DVS is not responsible for fee-sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between the DR, vendor, and/or kiosk host.</b>	
DR #4 Signature: _____	Date: _____



<b>Is the DR participating in fee-sharing (participating DR) or not (non-participating DR)? (Check one)</b>	
Participating DR: <input type="checkbox"/> <b>OR</b> Non-Participating DR: <input type="checkbox"/>	
DR # Office Name: _____	Distance from Kiosk Location: (miles): _____
DR # Office Address: _____	DR # Office Phone #: _____
DR # Contact Name: _____	DR Email: _____
DR # Contact Mobile #: _____	DR # Fax Number: _____
<b>Attestation: By signing below the DR Contact, on behalf of the DR, agrees to the requirements and responsibilities set forth in the addendum above to participate in the self-service kiosk project authorized under Minn. Stat. § 168.0135 either as a participating DR or as a non-participating DR. The DR understands that DVS is not responsible for fee-sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between the DR, vendor, and/or kiosk host.</b>	
DR # Signature: _____	Date: ____/____/____

<b>Is the DR participating in fee-sharing (participating DR) or not (non-participating DR)? (Check one)</b>	
Participating DR: <input type="checkbox"/> <b>OR</b> Non-Participating DR: <input type="checkbox"/>	
DR # Office Name: _____	Distance from Kiosk Location: (miles): _____
DR # Office Address: _____	DR # Office Phone #: _____
DR # Contact Name: _____	DR Email: _____
DR # Contact Mobile #: _____	DR # Fax Number: _____
<b>Attestation: By signing below the DR Contact, on behalf of the DR, agrees to the requirements and responsibilities set forth in the addendum above to participate in the self-service kiosk project authorized under Minn. Stat. § 168.0135 either as a participating DR or as a non-participating DR. The DR understands that DVS is not responsible for fee-sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between the DR, vendor, and/or kiosk host.</b>	
DR # Signature: _____	Date: ____/____/____