

**m1 OFFICE OF
HIGHER EDUCATION**

October 15, 2019

Senator Paul Anderson, Chair
Higher Education Finance and Policy Committee
95 University Avenue W
Minnesota Senate Bldg, Room 2103
St. Paul, Minnesota 55155

Representative Connie Bernardy, Chair
Higher Education Policy and Finance Division
369 State Office Building
St. Paul, Minnesota 55155

Senator Greg Clausen, Ranking Minority Member
Higher Education Finance and Policy Committee
95 University Avenue W.
Minnesota Senate Bldg, Room 2233
St. Paul, Minnesota 55155

Representative Bud Nornes, Ranking Minority Member
Higher Education Policy and Finance Division
281 State Office Building
St. Paul, Minnesota 55155

Dear Senators and Representatives:

In accordance with Minnesota State Statues, Section 15.0395, please find attached a report containing interagency agreements or service-level agreements with another agency if the cumulative value of those agreements is more than \$100,000 in the previous fiscal year and transfers of appropriations between accounts within or between agencies if the cumulative value of the transfers is more than \$100,000 in the previous year.

If you have any questions regarding this report, please contact Nekey Oliver, Minnesota Office of Higher Education, at (651) 259-3964 or nekey.oliver@state.mn.us.

Sincerely,



Dennis W. Olson
Commissioner

Attachments

Cc: Hannah Grunewald, Senate Fiscal Analysis
Ken Savary, House Fiscal Analysis

Office of Higher Education (OHE)

FY 2019 Transfers

October 15, 2019

| TRANSFER FROM | | | | | TRANSFER TO | | | | | Purpose of Transfer | Legal Authority for Transfer |
|---------------------|------------------------|-----------------------|--|---------------------|--------------------|-----------------------|----------------------|-----------------------------------|--------------------|---|------------------------------|
| Transfer Out Agency | Transfer Out Fund Name | Transfer Out AppropID | Transfer Out AppropID Name | Transfer Out Amt | Transfer In Agency | Transfer In Fund Name | Transfer In AppropID | Transfer In AppropID Name | Transfer In Amount | | |
| OHE | Loan Capital Fund | E608000 | Loan Capital Fund Administration | (8,291) | MMB | General Fund | B421003 | SEGIP Opt Out FY19 | 8,291 | SEGIP Opt Out FY19 | 171 004 01 042 |
| OHE | General Fund | E601723 | Dual Training Competency grant | (2,000,000) | OHE | Special Revenue Fund | E602750 | Dual Training Special Acct | 2,000,000 | transfer funds to special revenue account created for Dual Training | MS.136A.246 |
| OHE | Speical Revenue Fund | E602750 | Dual Training Special Acct | (60,000) | OHE | Special Revenue Fund | E602751 | Dual Training Admin | 60,000 | transfer funds to special revenue account created for Dual Training Admin | MS.136A.246 |
| OHE | General Fund | E601431 | Grants to Teacher Candidates | (15,000) | OHE | General Fund | E601432 | Teacher Candidate Admin | 15,000 | transfer funds to Teacher Candidate Admin account | 171 005 02 050 |
| OHE | General Fund | E601437 | Teacher Shortage Loan Forgiveness | (200,000) | OHE | Special Revenue Fund | E602740 | Teacher Shortage Loan Forgiveness | 200,000 | transfer funds to special revenue account created for Teacher Shortage | 18 207 002 008 |
| OHE | General Fund | E602740 | Teacher Shortage Loan Forgiveness | (6,000) | OHE | Special Revenue Fund | E602741 | Teacher Shortage Administration | 6,000 | transfer funds to special revenue account created for Teacher Shortage Admin | 18 207 006 031 |
| OHE | General Fund | E601438 | Agriculture Loan Forgiveness | (50,000) | OHE | Special Revenue Fund | E602030 | Agricultural Loan Forgiveness | 50,000 | transfer funds to special revenue account created for Agricultural Loan Forgiveness | 18 207 008 033 |
| OHE | General Fund | E601439 | Aviation Loan Forgiveness | (25,000) | OHE | Special Revenue Fund | E602050 | Aviation Loan Forgiveness | 25,000 | transfer funds to special revenue account created for Aviation Loan Forgiveness | 18 207 009 034 |
| OHE | General Fund | E601705 | Spinal Cord & Traumatic Brain Injury grant | (2,910,000) | OHE | Special Revenue Fund | E602710 | Spinal Cord & Brain Injury | 2,910,000 | transfer funds to special revenue account created for Spinal Cord & Brain Injury | 18 207 004 01B |
| OHE | General Fund | E601705 | Spinal Cord & Traumatic Brain Injury grant | (90,000) | OHE | Special Revenue Fund | E602711 | Spinal Cord & Brain Injury Adm | 90,000 | transfer funds to special rev account created for Spinal Cord & Brain Injury Adm | 18 207 004 01B |
| OHE | General Fund | E601432 | Teacher Candidate Admin | (52,500) | OHE | Special Revenue Fund | E601431 | Grants to Teacher Candidates | 52,500 | transfer funds from Teacher Candidate Admin account back to programing acct | 171 005 02 050 |
| OHE | General Fund | E601432 | Teacher Candidate Admin | (100) | OHE | Special Revenue Fund | E601431 | Grants to Teacher Candidates | 100 | transfer funds from Teacher Candidate Admin account back to programing acct | 171 005 02 050 |
| OHE | General Fund | E601436 | Large Animal Vet Loan Forgiveness | (375,000) | OHE | Special Revenue Fund | E602436 | Large Animal Vet Loan Forgiveness | 375,000 | transfer funds to special revenue account created for Large Animal Vet Loan | 18 207 007 032 |
| OHE | General Fund | E601408 | American Indian Scholarship | (192,229) | OHE | General Fund | E601421 | Interstate Reciprocity | 192,229 | transfer funds for Interstate Reciprocity | 17 089 01 02 040 |
| OHE | General Fund | E601408 | American Indian Scholarship | (81,000) | OHE | General Fund | E601604 | Get Ready | 81,000 | transfer funds for Get Ready programming | 17 089 01 02 040 |
| OHE | General Fund | E601423 | MNSCU Two Year Public College | (1,367,966) | OHE | General Fund | E601411 | State Grant Program | 1,367,966 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601421 | Interstate Tuition Reciprocity | (5,264,035) | OHE | General Fund | E601411 | State Grant Program | 5,264,035 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601409 | Tribal College Grants | (47,190) | OHE | General Fund | E601411 | State Grant Program | 47,190 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601423 | MNSCU Two Year Public College | (68,210) | OHE | General Fund | E601411 | State Grant Program | 68,210 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601425 | MNSCU Two Year Admn | (52,530) | OHE | General Fund | E601411 | State Grant Program | 52,530 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601431 | Grants to Teacher Candidates | (5,038) | OHE | General Fund | E601411 | State Grant Program | 5,038 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601432 | Teacher Candidate Admin | (5,339) | OHE | General Fund | E601411 | State Grant Program | 5,339 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601708 | Sexual Violence Prevention | (87,000) | OHE | General Fund | E601411 | State Grant Program | 87,000 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601709 | Sexual Prev Outreach | (75,000) | OHE | General Fund | E601411 | State Grant Program | 75,000 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601726 | Concurrent Enrollment Existing | (40,218) | OHE | General Fund | E601411 | State Grant Program | 40,218 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601000 | Agency Administration Gen | (80,000) | OHE | General Fund | E601411 | State Grant Program | 80,000 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601416 | Saftey Officers Survivors | (41,736) | OHE | General Fund | E601411 | State Grant Program | 41,736 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601602 | Student Parent Information | (20,000) | OHE | General Fund | E601411 | State Grant Program | 20,000 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601440 | Intellectual & Developmental | (16,866) | OHE | General Fund | E601411 | State Grant Program | 16,866 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601412 | Child Care Grants | (883,000) | OHE | General Fund | E601411 | State Grant Program | 883,000 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| OHE | General Fund | E601408 | American Indian Scholarship | (238,771) | OHE | General Fund | E601411 | State Grant Program | 238,771 | Transfer funds to State Grant Program | 17 089 01 02 040 |
| TOTAL | | | | (14,358,019) | | | | | 14,358,019 | | |

Office of Higher Education (OHE)

FY 2019 Interagency Agreements and Service Level Agreements

October 15, 2019

| Agency | Amount | Legal Authority | Purpose | Effective Date | Duration |
|-------------------|---------------------|------------------|---|----------------|----------|
| ADMIN | \$ 1,200 | MS 471.59 | OES will support OHE with sustainability choices and implementation | 7/1/2018 | FY 2019 |
| ADMIN | \$ 1,000 | MS 471.59 | Admin is fiscal agent for Governor's Council MLK Jr statewide celebration | 1/14/2019 | FY 2019 |
| ADMIN | \$ 3,000 | MS 471.59 | Admin will provide HR services for OHE (SmART services) | 7/1/2018 | FY 2019 |
| DEED | \$ 5,766 | MS 268.19 | DEED to provide employment/wage data to OHE | 1/1/2019 | FY 2019 |
| Governor's Office | \$ 69,800 | MS 471.59 | Governor's Office provides policy advisors and other services to OHE | 7/1/2018 | FY 2019 |
| Labor & Industry | \$ 200,000 | 17 089 01 02 023 | Labor & Industry will develop Dual Competency standards | 7/1/2018 | FY 2019 |
| MDE | \$ 1,393,482 | MS 471.59 | OHE will Provide servises for Statewide Longitudinal Data System | 7/1/2018 | FY 2019 |
| MDE | \$ 10,000 | MS 471.59 | OHE will Provide servises for Early Childhood Longitudinal Data System | 7/1/2018 | FY 2019 |
| MDH | \$ 375,000 | MS 471.59 | MDH will administer the Large Animal Veterinary Loan Forginvess Program | 7/1/2018 | FY 2019 |
| MDVA | \$ 2,382,621 | MS.197.791 3B | OHE Administers the MN GI Bill Program | 7/1/2018 | FY 2019 |
| MIAC | \$ 5,000 | MS 471.59 | OHE will contribute towards Governor's Minnesota Tribal Youth Gathering | 7/27/2018 | FY 2019 |
| MMB | \$ 3,254 | MS 471.59 | MMB provides statewide recruiter services to OHE | 7/1/2018 | FY 2019 |
| MMB | \$ 5,000 | MS 471.59 | MMB Provides Enterprise Training and Development to OHE | 7/1/2018 | FY 2019 |
| MMB | \$ 19,600 | MS 471.59 | MMB Provides Management Analysis and Development for OHE | 7/1/2018 | FY 2019 |
| MN.IT Services | \$ 2,871,945 | M.S. 16E.016 | Service Level Agreement - MN.IT provides enterprise IT services to OHE | 7/1/2018 | FY 2019 |
| MN.IT Services | \$ 350,000 | M.S. 16E.21 | Project to address and modernize IT applications and technology at OHE | 7/1/2018 | FY 2019 |
| MNSCU | \$ 283,100 | MS 471.59 | MNSCU will provide staffing and support for MN Reconnect program | 7/1/2018 | FY 2019 |
| | | | | | |
| Lottery | \$ - | MS 471.59 | OHE will provide necessary resources for continuity of operations if required | 3/21/2018 | FY 2019 |
| MDE | \$ - | MS 471.59 | MDE will provide necessary resources for continuity of operations if required | 7/1/2018 | FY 2019 |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | \$ 7,979,768 | | | | |

Adm

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 16B.04 and 471.59, this is an agreement between the Department of Administration (Admin) and the Office of Higher Education (OHE)

1. Services to be Performed:

Admin's Office of Enterprise Sustainability (OES) will support state agencies by helping them to make choices that will improve sustainability outcomes through the implementation of best practices in their agency, provide agencies the assistance needed to reduce greenhouse gas emissions and water usage, increase energy efficiency and recycling, and to better coordinate sustainability efforts across state government. In order to provide transparency, OES is working to develop a State Government Sustainability Reporting Tool that will help agencies track and report their sustainability data.

2. Authorized Agents:

The following persons will be the primary contacts and authorized agent for all matters concerning this agreement:

Admin: Erin Campbell, Assistant Commissioner, or her successor, Room 200, 50 Sherburne Ave., St. Paul, MN 55155, (651) 201-2561

OHE: Winnie Sullivan, Deputy Commissioner, 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108, (651) 259-3922

3. Consideration and terms of Payment

In consideration for sustainability services provided, OHE agrees to contribute as follows:

- Enter an appropriation transfer in SWIFT using the following accounting codes:
Fund 2001, FinDeptID G021ADMN, Approp ID G027203
- If assistance is needed, please contact Rachel Douglas (Rachel.Douglas@state.mn.us or 651.201.2531).
- Please transfer the following amounts no later than August 1st of each fiscal year:
FY 2018: \$1,500 FY2019: \$1,200 Total for the biennium: \$2,700

4. Terms of Agreement

This agreement is effective July 1, 2017 and shall remain in effect until June 30, 2019.

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.

Approved:

Department of Administration

Office of Higher Education

| | |
|--------------------------------------|-----------------------------------|
| By: <u>Erin M Campbell</u> | By: <u>Winnie Sullivan</u> |
| Title: <u>Assistant Commissioner</u> | Title: <u>Deputy Commissioner</u> |
| Date: <u>7.18.17</u> | Date: <u>July 18, 2017</u> |

Adm

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Administration, serving as fiscal agent for the Governor's Council on the Martin Luther King, Jr. Holiday and Office of Higher Education.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* January 14, 2019 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, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

Contributing towards the cost of the Governor's Council on the Dr. Martin Luther King, Jr. Statewide Holiday Celebration. The event is scheduled on January 21st, 2019.

3 Consideration and Payment

The Department of Administration, acting as fiscal agent, will invoice Office of Higher Education in the amount of \$1,000.00.

The total obligation of under this agreement will not exceed \$1,000.00.

4 Conditions of Payment

All services provided by the Governor's Council on the Martin Luther King, Jr. Holiday under this agreement must be performed to Office of Higher Education's satisfaction, as determined at the sole discretion of Office of Higher Education's Authorized Representative.

5 Authorized Representative

Department of Administration's Authorized Representative is Lenora Madigan, Deputy Commissioner, or his/her successor.

Officer of Higher Education's Authorized Representative is Dennis Olson, Commissioner.

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 Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Charles A. [Signature]

Date: 12/21/18

2. Office of Higher Education

By: Thomas Smith [Signature]
(With delegated authority)

Title: Acting CFO

Date: 1/22/2019

3. Department of Administration

By: [Signature]
(with delegated authority)

Title: Deputy Comm.

Date: 1.31.19



Adm

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

The Department of Administration's Small Agency Resource Team (SmART) seeks to improve the efficiency and effectiveness of financial and human resources services for small agencies, boards, and councils. SmART enables administrative efficiency by sharing the specialized resources and expertise of a larger administrative organization. SmART's services enable customer agencies to better focus on their core business.

This agreement is between the Minnesota Department of Administration Human Resources (Admin) and the Minnesota Office of Higher Education (Agency).

Agreement

1. Term of Agreement

1.1 *Effective date:* July 1, 2018.

1.2 *Expiration date:* June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever comes first.

2. Scope of Work

Admin will provide human resource services to the Agency as described in Exhibits A and B which are attached and incorporated into this agreement. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities as delineated in Exhibits A and B.

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

3. Authorized Representative

Admin's Authorized Representative is Angela Steward-Randle, Human Resources Director, 3rd floor, Centennial Building, 658 Cedar Street, St. Paul, MN, or her successor.

The Agency's Authorized Representative is Winnie Sullivan, Deputy Commissioner, 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108, or their successor.

4. Consideration and Payment

The cost for services covered by this agreement in FY19 is \$3,000. Admin will invoice the Agency quarterly, in an equal amount each quarter, for the services outlined in this agreement and subsequent attachments. The Agency will approve invoices and make timely payments to Admin for the agreed upon services outlined in this agreement.

5. Amendments

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature delegations identified in Exhibit A, must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement or their successors in office. Changes to the signature delegations in Exhibit A must be acknowledged with a revised Exhibit A signed by the Minnesota Office of Higher Education Authorized Representative or by another written communication (memo, email, etc.).

6. Government Data Practices

Admin and the Agency 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 30 days' written notice to the other party.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Thomas Spill
Date: 7-7-18 Contract PO
150300 5412

2. Minnesota Office of Higher Education (Agency)

By: Winnie Sullivan
Winnie Sullivan, Deputy
Commissioner
Signed: Winnie Sullivan
Date: 7-1-2018

3. Department of Administration (Admin)

By: Angela Steward-Randle
Angela Steward-Randle, Director of
Human Resources
Signed: Angela Steward-Randle
Date: 11-19-2018

EXHIBIT A to Interagency Agreement between the Department of Administration Human Resources (Admin) and Minnesota Office of Higher Education (Agency)

Admin will provide the Agency the following human resource services that will help the Agency operate effectively:

Classification and Compensation

- Review position descriptions, determine appropriate classification, 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 outside of Agency delegation of authority.
- The Agency 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.

Timely review of classification and compensation requests depends on Admin receiving complete and accurate information from supervisors and managers. Admin is not responsible for processing information if it has not received a written request.

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

File Maintenance and Storage

- Maintain copies of audit (job classification) and compensation documentation.

Recruitment and Selection

- Post vacancies in accordance with HR/LR Policies.

**EXHIBIT B to Interagency Agreement between the Department of Administration Human Resources (Admin)
and Minnesota Office of Higher Education (Agency)**

SERVICE LEVEL AGREEMENT

Admin SmART Human Resources Responsibilities

Admin (SmART program) will provide the following level of service:

- Vacancies will be posted within three business days of receipt of a request to fill (if the position does not need to be allocated or the allocation changed).
- Positions requiring initial allocation will be allocated within two weeks of the receipt of a complete position description, organizational chart, and request memo.
- Positions requiring reallocation will be audited within six weeks of the receipt of a complete position description, organizational chart, and request memo.
- Requests for Compensation above the Agency's delegation limits will be reviewed and responded to within 24 hours after receipt of the Compensation Worksheet and supporting documentation.

Admin SmART will do our best to adhere to the timelines listed above based on staffing levels and volume of work.

Agency Responsibilities

Management of the Agency is responsible for the actions of the organization's employees, including unethical, violent, or harassing behavior and failure to follow state policies and procedures except where specifically stated.

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

Classification

- All positions have position descriptions that are updated at least every three years.
- 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.

5766⁰⁰

Contract
#157392

DEED Data Sharing Agreement: Office of Higher Education – Tuition Reciprocity project (DSA-OHE-TR-2019 Renewal)

Minnesota Department of Employment and Economic Development Data Sharing Agreement

PO
B22 5593

This agreement is between the Minnesota Department of Employment and Economic Development ("DEED") and the Minnesota Office of Higher Education ("OHE").

DEED

Purpose of Agreement

OHE has initiated a research project in order to analyze employment, residency, and wage outcomes for Tuition Reciprocity program participants. In order to determine these outcomes, OHE requires employment and wage data from DEED.

Recitals

1. Under Minn. Stat. § 116J.035 subd. 6 DEED is empowered to enter into income contracts.
2. Under Minn. Stat. § 268.19 Unemployment Insurance (UI) data is designated as private data on an individual and nonpublic data not on individuals.
3. Under Minn. Stat. § 268.19 the Office of Higher Education (OHE) is permitted to access Unemployment Insurance data without the consent of data subjects for the purposes of supporting program improvement, system evaluation, and research initiatives including the Statewide Longitudinal Education Data System.
4. DEED represents that it is duly qualified and agrees to provide the services described in this contract.

General Provisions

DEED agrees to use reasonable efforts to ensure that the data provided is accurate. OHE acknowledges that the information provided by DEED under the terms of this agreement may contain inaccuracies because of errors made by employers in their reports to DEED, inaccurate input of data, software/computer problems or other causes whether known or unknown. DEED shall not be responsible or liable for any errors contained in such data.

Contract

1 Term of Contract

Effective date: January 1st, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

Expiration date: Dec 31st, 2020 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Duties (See Appendix for details)

OHE will, in general:

- Be solely responsible for ensuring annual participant input files are uploaded via secure WebDAV folders established by DEED.
 - OHE will provide the initial input file of approximately seventy-five thousand participant completers.
 - OHE will provide input files on an annual basis by September 30th of each year. Any input files submitted after that date will not be processed.
- Ensure that submitted records of participant completer SSNs are provided in the format and field order specified by DEED. All input files will contain: SSN, last name, first name, cohort ID, proxy ID, Term Sequence, completion date.
- Provide single point of contact to DEED for technical questions.
- Compensate DEED for the production of all reports produced under this agreement.
- Safeguard all private DEED data in compliance with the Minnesota Government Data Practices Act, all other applicable federal and state laws, and the terms of this agreement.
- Maintain a copy of this agreement as a part of the OHE data analysis project documentation.
- Provide DEED with a copy of any report produced with the use of this data.

DEED will, in general:

- Create and maintain a secure network encrypted folder for the purpose of transmission of secure data.
- Develop code to match the most recent 40 quarters of wage data from participant completion date quarter, dependent upon completion dates and wage/employment data availability.
- Create two annual output reports of matched data (including an error file, a summary file, and a wage/employment match file).
- Provide a matched data file within 45 days of receipt of input file from September 30th each year of contract.
- Provide limited technical assistance on the use of wage data.
- Destroy all data provided by OHE no less than 90 days after providing OHE with a matched data file.

3 Payment

OHE will compensate DEED for all products and services to be performed under this contract.

DEED will invoice OHE electronically for \$5,766 for development/maintenance/support costs and all matched file reports upon execution of this agreement. Payment is due within 30 days of invoice date.

Invoices will be sent to:

Accounts Payable
Minnesota Office of Higher Education
1450 Energy Park Dr.
Suite 350
St. Paul, MN 55108
Ar.ohe@state.mn.us

4 Authorized Representatives

DEED's Authorized Representative is Blake Chaffee, DEED Deputy Commissioner and Chief Operating Officer, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, 651-259-7115, blake.chaffee@state.mn.us or his successor.

OHE's Authorized Representative is Thomas Sanford, Ph.D., Finance and Accountability Manager, Minnesota Office of Higher Education, 651.259.3960, thomas.sanford@state.mn.us, or his successor.

5 Amendments, Waiver, and Contract Complete

5.1 Amendments

Any amendment to this contract 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 contract, or their successors in office.

5.2 Waiver

If DEED fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

5.3 Contract Complete

This contract contains all negotiations and agreements between DEED and OHE. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

6 Liability

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

7 Government Data Practices

- A. OHE acknowledges that under this Agreement it will have access to private DEED data, including but not limited to Unemployment Insurance data classified as private data on individuals or nonpublic data not on individuals under Minn. Stat. 268.19. OHE is responsible for maintaining the confidentiality, security, and protection of all DEED data, as well as the compliance of OHE agents, employees, and assignees with the terms of this agreement and any applicable state and federal laws (including 20 CFR 603.9, Minn. Stat. Ch. 13, and any current or future state or federal guidelines on data handling).
- B. OHE agrees to defend, indemnify, and hold DEED and its employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from an act or omission (including without limitation professional errors or omissions) of OHE or its agents, employees, or assignees.
- C. OHE agrees to release data derived from DEED data only in the form of "summary data" as defined in Minn. Stat. Ch. 13. OHE agrees that its reports, summaries, compilations, articles, or any document or series of documents capable of publication or other dissemination will not contain any not public data as defined by Minn. Stat. Ch. 13 or any other applicable state and federal laws.
- D. OHE agrees not to share any private data and information provided by DEED with any third party. If OHE receives a request to release private DEED data provided under this agreement, it will notify DEED immediately and allow DEED to provide instructions as to whether the release of data to the requesting party is permitted.
- E. OHE will store and process information, regardless of format, in such a way that prevents unauthorized access, including remote access, and ensures only authorized personnel have access to the computer systems in which the data is stored.
- F. Only OHE agents, employees, and assignees that require the data in the official performance of their job duties will be granted access to private DEED data; all DEED data will be kept in the strictest confidence and will be made available to OHE project team members on a "need-to-know" basis.
- G. OHE agents, employees, and assignees that may come into contact with DEED data will be informed of the terms of this agreement, the sensitive nature of the information, the applicable federal and state confidentiality requirements, the sanctions specified by law for unauthorized disclosure of information, and other proper handling and safeguard procedures. These individuals or groups of individuals will be instructed as to the consequences of improper use and will be required to attest in writing that they understand the policies and procedures regarding confidentiality of the data they receive from DEED.
- H. If OHE becomes aware of a privacy or security incident regarding any DEED data, OHE will immediately report the event to DEED. Notwithstanding anything to the contrary in this Agreement, OHE shall be solely responsible to reasonably mitigate any harmful effects resulting from any privacy or security incident involving any DEED data it maintains. For purposes of this sub-section, "security incident" means the successful unauthorized access, use, disclosure, modification or destruction of data or interference with system operations in an information system. For purposes of this sub-section, "privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and/or federal privacy requirements in federal laws, rules and regulations. This includes, but is not limited to, improper or unauthorized use or disclosure of not public data, improper or unauthorized access to or alteration of public data, and incidents in which the confidentiality of the data maintained by DEED has been breached.

- I. OHE must make all commercially reasonable efforts to protect and secure DEED data related to this Agreement. OHE will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all cloud computing or hosting services ("Policy"). OHE's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT"). For purposes of this section, "cloud computing" has the meaning defined by the U.S. Department of Commerce, NIST Special Publication 800-145. OHE will make its Policy available to DEED on a confidential, need-to-know basis, along with other related information reasonably requested by DEED regarding OHE's security practices and policies.
- J. OHE must sanitize or destroy all DEED, excluding summary data, within ninety days following the completion, termination, cancellation, or nonrenewal of this Agreement. OHE shall certify in writing the sanitization and/or destruction of the data. Any such sanitization or destruction will be at OHE's sole cost and expense.
- K. Any transmissions of private data will use a secure method and encrypt all personally identifiable information during receipt, transmission, storage, maintenance, and use.

8 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the DEED Authorized Representative.

9 Audit

OHE data handling and security processes and procedures are subject to audit as they pertain to this agreement.

10 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

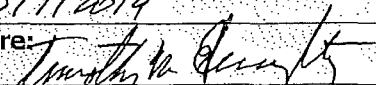
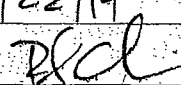
Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

12 Responsible Party Contract defined within this DSA agreement.

| | |
|--|--|
| OHE - Project Manager/Lead with Principle: Client Delivery Responsibility | DEED - Data Sharing Agreement (DSA) contract Authority |
| Authority: Thomas Sanford, Ph.D. | Authority: Ed Seel |
| Title: Finance and Accountability Manager | Title: DEED Data Practices Coordinator |
| Date: | Date: |
| Address: Minnesota Office of Higher Education www.ohe.state.mn.us | Address: Minnesota Department of Employment and Economic Development 1st National Bank Building, 332 Minnesota Street Suite E200, St. Paul MN 55101-1351 |
| Email: thomas.sanford@state.mn.us | Email: ed.seel@state.mn.us |
| Phone: 651.259.3960 | Phone: 651.259.7293 |

| |
|--|
| OHE - Technical Data Lead |
| Project Responsibilities: Process DEED provided datasets for Minnesota Office of Higher Education Tuition Reciprocity data analysis reporting objectives |
| Technical Representative Name: Joseph Valasek |
| Title: Business Analyst MN.IT @ OHE |
| Address: 1450 Energy Park Drive, Suite 350 Saint Paul, MN 55108 651-259-3945 Joseph.Valasek@state.mn.us |

13 Contract Signatures

| Client | Service Provider |
|---|---|
| Minnesota Office of Higher Education (OHE) | DEED |
| Delegated Executive Authority: Tim Geraghty | Delegated Executive Authority: Blake Chaffee |
| Title: Chief Financial Officer | Title: Deputy Commissioner Chief Operating Officer Department of Employment and Economic Development |
| Date: 5/7/2019 | Date: 4/22/19 |
| Signature:  | Signature:  |

Appendix:

2019 Renewal: DSA Renewal is for calendar years 2019, 2020. Input file Due date is Sept. 30th in 2019 & 2020 per OHE-TR client request to provide additional time to gather input file data. **Data input and output remain the same as defined in the original 2016 DSA appendix section as shown below:**

| Report Schedules and Timelines: | | | | |
|---------------------------------|----------------|---------------------------------|--|---------------------|
| Report # | Input File Due | Due Date for Report results | Quarters to be processed, if available | # of Data Quarters |
| 4 | 9/30/2019 | 45 days from Input file receipt | 10 years from completion date (new) | 40 Quarters of Data |
| | | | 1 Year from Previously submitted SSN's | 4 Quarters of Data |
| 5 | 9/30/2020 | 45 days from Input file receipt | 10 years from completion date (new) | 40 Quarters of Data |
| | | | 1 Year from Previously submitted SSN's | 4 Quarters of Data |

Project Description and cost estimate basis

"Cost estimate covers an Annual report request through DEED's Data Sharing Agreement (DSA) for two calendar years 2019, and 2020 of student participant data as two independent flat file reports containing wage, hours, Employers NAICS industry codes and NAICS Descriptions matches to exited Participant SSNs. The Office of Higher Education (OHE) Tuition Reciprocity project is intended to analyze Higher Education Graduate Employment outcomes to improve program services and outcomes and determine values of education, tuition, and tuition assistance programs where applicable. Total records submitted per input file for data match is anticipated to be 75,000 exited participant records based on completion dates.

- Input file for Report 4: OHE-TR Program Participants exiting in fiscal year 2016 and 2017
- Input file for Report 5: OHE-TR Program Participants exiting in fiscal year 2018 and 2019

A new WebDAV folder and Account will also be established for the data analysis and used to post the Wage/Employment match report data OUTPUT files which will be processed annually within 45 days from input file submission. This process is schedule to occur for years 2019, 2020 as specified in the DSA agreement contract which is anticipated to be renewed at the expiration of the active DSA.

Participant/student input files will contain: (SSN, Last name, First Name, Cohort ID, Proxy ID, Program Term Sequence, Program Exit Date) in this specific field order. DEED will add the most recent quarters of wage data for all matching SSNs up to 40 quarters of data (If data is available, which is highly depended on completion date provided)—Note that DEED is only required to maintain seven years of the most current wage data and cannot guarantee data match results beyond 28 current quarters of data. Wage data will include (year, quarter, wages earned and hours worked, NAICS number, NAICS Descriptions). SSN, Last and First names will be removed from matched data set leaving: (Cohort ID, Proxy ID, Term Sequence, Completion date, Year, Quarter, Wages, Hours Worked, NAICS Code, NAICS Descriptions). Matched data set will be provide for OHE evaluation via the Secure WebDAV folder established for OHE for the purpose of providing data for analysis and reporting. Output Summary data file will also be provided: (Cohort ID, Count # of records in input file, Count # of records that matched, Count # of records that did not match, Count # of Error records) for use by Evaluator to insure analysis and calculated percentages are accurate.

An Error File will be generated and place in the input file WebDAV folder as an error-file.csv and this file can be used to help identify SSN and Name issues with records for OHE that could be used to correct errors and allow errored SSN records to be resent during the next file input schedule by client. This file will contain all records where SSN's are missing, SSN's are bad (i.e.. all Zeros, SSN's less than 9 digit, etc.), SSN's do not match last names provided. Record errors will be appended with Error reason in Error File.

Note that the .CSV file format will preserve any leading zeros in the SSN, however saving the file as a Microsoft Excel .xls/.xlsx will strip leading zeros off any data cell that it associate as a non-text number format which can produce SSN errors on a record match or also affect other non SSN data where leading zeros may be used. Common errors with matching SSN's include: Improperly formatted SSN, Last name changes with or without hyphens due to recent marriage etc., or Typo errors introduced by employer, employee, participant, advisors/admissions clerk, etc. Client can attempt to correct Missing or Bad SSN errors, and can attempt to use previous last name of participant and resubmit records in next reporting cycle if they wish to attempt to gain a match on these error records. DEED cannot assist in correcting error records beyond indicating the type of error identified for the specific record.

Input and output file will be in Tab Delimited formats and save as a CSV file type. Leading zeros should be used where applicable, no comma, dashes, or other grouping dividers should be used."

GOVERNOR



STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is by and between the OFFICE OF THE GOVERNOR and the DEPARTMENT OF HIGHER EDUCATION (agency).

Services

The OFFICE OF THE GOVERNOR agrees to provide:

- Policy advisors, communications specialists, diversity and inclusion specialists, constituent services caseworkers, and legal staff to work closely with each agency head and/or designees to support the work of both the agency and the Governor's Office related to each issue area as well as Federal affairs work to represent the funding and policy interests of the various state agencies in the nation's capital.

The Governor's Office will provide administrative and personnel oversight, with agencies having access to the staff as needed to achieve its goals.

Term of Agreement

Effective date: July 01, 2018

Expiration date: June 30, 2019

Consideration and Payment

Cabinet agencies will contribute funds to be used for salaries, fringe benefits, and operating expenses to help support work related to federal affairs, legislative and cabinet affairs staff, communications, constituent services, and legal staff.

The total obligation for the agency is \$69,800.00 for the fiscal year ending June 30, 2019. Fiscal year payment should be processed by July 15, 2018. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

Conditions of Payment

All services provided by the Office of the Governor under this agreement must be performed to the satisfaction of the agency's Commissioner.

Authorized Representative

The Office of the Governor's Authorized Representative is Amanda Simpson, Director of Operations. The agency's Authorized Representative is the Commissioner.

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.

Liability

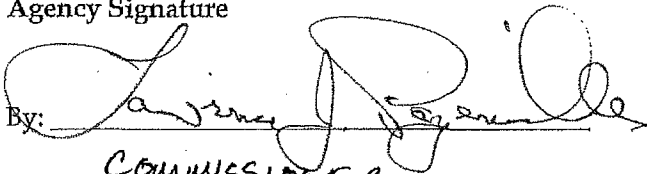
Each party will be responsible for its own acts and behavior and the results thereof.

Termination

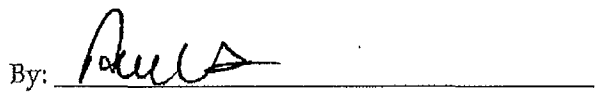
Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

AUTHORIZED SIGNATURES

Agency Signature

By:  _____
Title: COMMISSIONER
Date: 6/13/18

Office of the Governor Signature

By:  _____
Title: Dir of Operations
Date: 6/13/18

Lorber

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Laws 2017, Chapter XX, article xx, sec. x, subd.Xx, this agreement is between the Minnesota Departments of Higher Education and Labor & Industry.

Agreement

1 Term of Agreement

1.1 *Effective date:* July 1, 2017 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, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The Minnesota Office of Higher Education is directed by statute to transfer to the commissioner of labor and industry \$200,000 per year for identification of competence standards for dual training to effectuate the purposes of Minnesota Statute 175.45.

3 Consideration and Payment

The Office of Higher Education will transfer \$200,000.00 upon execution of Interagency Agreement, but not later than July 31, 2017.

The Office of Higher Education will transfer \$200,000.00 for fiscal year 2019 on or about July 15, 2018, not later than July 31, 2018.

The total obligation of this interagency agreement is \$400,000.00.

4 Conditions of Payment

Please enter an appropriation transfer in SWIFT to accounting string:
Fund – 1000 FinDeptID – B421000 AppropID – B421003

5 Authorized Representative

Minnesota Department of Labor & Industry's Authorized Representative is Kristy Swanson, Chief Fiscal Officer, 443 Lafayette Road N, St. Paul MN 55155 (651)284-5528], or his/her successor.

The Office of Higher Education's Authorized Representative is Timothy M. Geraghty, Chief Fiscal Officer, 1450 Energy Park Dr, St. Paul, MN 55108 (651)259-3650), or his/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. Minnesota Department of Labor & Industry

By: [Signature]
Title: CFO
Date: 6/29/17

2. Minnesota Office of Higher Education

By: [Signature]
Title: CFO
Date: 7/24/2017

Edac

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Education and Office of Higher Education.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* Upon execution, the last date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 *Expiration date:* September 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The Office of Higher Education (OHE) will provide the following services listed below to the MN Department of Education (MDE). The itemized list of tasks and corresponding timelines for this project are attached and incorporated into this interagency agreement as Attachment A.

- 2.1 OHE will provide MDE with existing Communications staff across the College and Career and Early Learning Priority Areas for the federal Statewide Longitudinal Data System (SLDS) grant.
 - a. For year 1, a 0.25 full time employee (FTE) for Early Learning will be provided.
 - b. For years 2-4, a 0.5 FTE for both Early Learning and College and Career will be provided.
- 2.2 OHE communications staff will produce 9 videos and 4 training modules that all must be in an Accessible format.
 - a. All videos and training modules must meet the accessibility requirements outlined in clauses 9-12. OHE will work with MDE staff to review and finalize the videos and training modules.
 - b. OHE shall submit drafts of all videos and training modules to MDE's Accessibility liaison to ensure accessibility standards are met. OHE will edit videos and training modules, if needed, based on liaison's report of findings. All drafts must be in HTML5 format. Flash will not be accepted.
- 2.3 OHE will also be responsible for Project One of the College and Career priority area, which will create a data use training and technical assistance network. The project outcome will be a network of regional experts who provide training and support to Statewide Longitudinal Education Data System (SLEDS) users.
- 2.4 OHE will hire six 0.5 FTE regional education analyst positions or contract for the positions in years 2-4, one position in each of the six economic planning regions (NW, NE, Central, 7-County Metro, SW, and SE) throughout Minnesota that will perform the duties listed in Attachment A.
- 2.5 OHE will modify the SIMON database for storing dual credit data.
 - a. One OHE program staff will manage dual enrollment data collection in all four years of the grant.
 - b. OHE IT staff will modify the SIMON database in years two and three.

- 2.6 OHE will provide MDE with an annualized progress report that includes all fiscal activity for each budget period of the grant (approximately October 1 to September 30 of each year), to assist with the annual progress reporting that is required under the federal SLDS grant.
- 2.7 OHE will document progress as required under the grant using tools agreeable to OHE and MDE's Authorized Representatives and will be stored on the SLEDS SharePoint site using the following timelines:
- a. Quarter 1 will cover October 1-December 31 of each calendar year. Quarter 1 progress report will be due to MDE's Authorized Representative no later than January 31 of each calendar year. NOTE: The reporting for the first year of this agreement will begin with Quarter 2.
 - b. Quarter 2 will cover January 1-March 31 of each calendar year. Quarter 2 progress report will be due to MDE's Authorized Representative no later than April 30 of each calendar year.
 - c. Quarter 3 will cover April 1-June 30 of each calendar year. Quarter 3 progress report will be due to MDE's Authorized Representative no later than July 31 of each calendar year.
 - d. Quarter 4 will cover July 1-September 30 of each calendar year. Quarter 4 progress report will be due to MDE's Authorized Representative no later than October 31 of each calendar year.

3 Consideration and Payment

3.1 Consideration. See attachment B for budget costs by year that is attached and incorporated into this agreement. MDE will pay for all services performed by OHE under this agreement as follows:

3.1.1 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an amount not to exceed \$36,380.00 for work done from execution of this agreement through September 30, 2016. Final state FY16 invoice is due no later than July 31, 2016 for work done up to and including June 30, 2016.

3.1.2 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an amount not to exceed \$455,800.00 for work done from October 1, 2016 through September 30, 2017. Final state FY17 invoice is due no later than July 31, 2017 for work done up to and including June 30, 2017.

3.1.3 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an amount not to exceed \$464,051.00 for work done from October 1, 2017 through September 30, 2018. Final state FY18 invoice is due no later than July 31, 2018 for work done up to and including June 30, 2018.

3.1.4 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an amount not to exceed \$437,251.00 for work done from October 1, 2018 through September 30, 2019. Final invoice is due no later than October 31, 2019.

3.1.5 Travel Expenses. (\$0.00) Reimbursements for travel and subsistence expenses actually and necessarily incurred by OHE as a result of this Agreement are not anticipated.

3.1.6 Federal Funds. Payments under this contract will be made from federal funds obtained by the State through CFDA number 84.372. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by MDE to OHE. In the event of any such termination, OHE shall be entitled to payment determined on a pro rata

basis for services satisfactorily performed to the extent that federal funds are available. OHE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by OHE's failure to comply with federal requirements.

3.1.7 Federal grant recipients, sub-recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", October 1, 2009.

3.1.8 In order for indirect costs to be an allowable expense, OHE must provide MDE with a copy of their current federal cognizant agency approved restricted rate by July 1 of each calendar year.

3.1.9 OHE may submit invoices monthly but no later than quarterly using the same timelines listed in section 2.7. Unspent funds from prior federal fiscal year(s) will not be carried forward to the new federal fiscal year(s).

3.1.10 The total obligation of MDE for all compensation and reimbursements to OHE under this agreement will not exceed \$1,393,482.00.

4 Conditions of Payment

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

4.2 Invoice Package Submittal. OHE must submit the signed invoices and all required supporting documentation, for review and payment, to MDE's Accounts Payable Department. MDE will pay OHE within 30 days after invoice has been received and approved by MDE's Authorized Representative. MDE will pay OHE after OHE presents itemized invoices for the services actually performed and MDE's Authorized Representative accepts the invoiced services.

4.2.1 Invoices must include the following information: MDE's Authorized Representative's name, the Purchase Order (PO) and Contract number, dates of service, itemized expenses with original receipts (if applicable), and corresponding amounts. The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Contract number. The preferred method of obtaining an invoice is by email.

Submit invoices via email to Accounts Payable:

MN Department of Education
Accounts Payable Department
MDE.AccountsPayable@state.mn.us

Should an invoice need to be submitted via U.S. Mail, please use the following address:

MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

5 Authorized Representative

MDE's Authorized Representative is Kara Arzamendia, Data Analytics Supervisor, 1500 Highway 36 West, Roseville, MN 55113, #651-582-8599, or his/her successor.

OHE's Authorized Representative is Meredith Fergus, Fiscal Policy & Research, 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108, 651-259-3963, or his/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.

- 9. Accessibility Standards** OHE shall comply with the Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:
<http://mn.gov/mn/it/programs/accessibility/>

- 10. Plain Language.** OHE must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, OHE will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

11. 3251.05 Video Captioning

Subdivision 1. Requirement. A person may not in the ordinary course of business distribute a prerecorded videocassette tape or similar audio-visual material to a videotape seller or videotape service provider unless it is open-captioned or closed-captioned for the deaf and hard of hearing. For purposes of this section, "videotape seller" and "videotape service provider" have the meanings given them in section 3251.01.

Subdivision 2. Enforcement. A person who violates this section is subject to the penalties and remedies provided in section 8.31, except subdivision 3a.

Subdivision 3. Application. This section applies to prerecorded videocassette tapes or similar audio-visual material that:

- (1) is primarily produced for sale to educational institutions, training facilities, state or local government agencies, or medical facilities; and
- (2) is released or rereleased on or after June 1, 1997, and more than 500 copies are produced in the

release or rerelease; or

(3) is produced by a governmental entity for educational purposes.

History: 1995 c 143 s 1

12. **Other Provisions:** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- Use only print-quality department logo. Request a copy from Linda.Hildebrandt@state.mn.us
- Copy must follow latest edition of the AP (Associated Press) Stylebook.
- Copy must be free of typographical and grammatical errors.
- Font size will be, minimally, 12 pt. Times Roman, 11 pt. Arial, or comparable size.
- Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
- Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.

Please direct questions regarding printed material to the Authorized Representative for this Agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jennifer A. Buey

Date: Dec. 21, 2015

SWIFT Contract # 104424 tied to Po# 3000012269

2. MN Office of Higher Education (OHE)

By: Timothy M. Heasler
(With delegated authority)

Title: CFO

Date: 1/5/2016

3. MN Department of Education (MDE)

By: Adrienne E. Kuehl
(with delegated authority)

Title: Agency Finance Dir.

Date: 1/6/15

Attachment A

Itemized list of tasks with corresponding timelines. MDE's Authorized Representative will oversee all activities for this project.

| 1 | College and Career Readiness Priority Area | Start Date | End Date |
|--------|--|------------|------------|
| 1.1 | Regional Education Analysts (REA) | | |
| 1.1.1 | Create position descriptions and hire six REAs. OHE Responsible party: M. Fergus and J. Fox | 1/1/2016 | 9/30/2016 |
| 1.1.2 | Identify partnering organizations to house REAs. OHE Responsible party: M. Fergus and J. Fox | 1/1/2016 | 9/30/2016 |
| 1.1.3 | Train six REAs. OHE Responsible party: M. Fergus and J. Fox | 10/1/2016 | 12/31/2016 |
| 1.1.4 | Formulate strategic plan for labor market and education resources data integration. OHE Responsible party: M. Fergus and J. Fox | 10/1/2016 | 4/1/2017 |
| 1.1.5 | Establish outreach plan including identification of key stakeholders, for each of the six regions. OHE Responsible party: M. Fergus and J. Fox, REAs | 10/1/2016 | 4/1/2017 |
| 1.1.6 | Conduct initial regional analysis to determine needs for training and research products in specific to regions. OHE Responsible party: M. Fergus and J. Fox, REAs | 4/1/2017 | 9/30/2017 |
| 1.1.7 | Provide Year 2 targeted outreach. Develop partnerships and relationships with all K12 organizations, postsecondary institutions, and workforce centers in each of the 6 regions to conduct a needs assessment and implementation of research plan. OHE Responsible party: M. Fergus and J. Fox, REAs | 4/1/2017 | 9/30/2017 |
| 1.1.8 | Design, and develop initial training modules, interpretive guides, and videos. All items must be in an Accessible format. OHE Responsible party: M. Fergus and J. Fox, REAs | 4/1/2017 | 9/30/2017 |
| 1.1.9 | Training modules, interpretive guides, and videos must be submitted to MDB's Accessibility Liaison to ensure all items meet Accessibility standards. MDE Responsible Parties: Kim Wee and Courtney Petrosky | 6/1/2017 | 9/30/2017 |
| 1.1.10 | Deliver initial training modules, interpretive guides, and videos to the SLEDS public analytics website. OHE Responsible party: M. Fergus and J. Fox, REAs | 6/1/2017 | 9/30/2017 |
| 1.1.11 | Solicit feedback from regional stakeholders regarding effectiveness of initial training modules, interpretive guides, and videos and identify needed enhancements and additions. OHE Responsible party: M. Fergus and J. Fox, REAs | 6/1/2017 | 9/30/2017 |
| 1.1.12 | Based on user feedback, design, develop, and deliver updates to initial training modules, interpretive guides, and videos including regional specific products, trainings, analyses and publication materials. All items must be in an Accessible format. OHE Responsible party: M. Fergus and J. Fox, REAs | 10/1/2017 | 9/30/2018 |

| | | | |
|------------|--|-----------|-----------|
| 1.1.13 | Provide Year 3 targeted outreach. Revisit the implementation plan and develop a research and data analysis plan for Year 3. Gather feedback on changes or edits to existing reports. OHE Responsible party: M. Fergus and J. Fox, REAs | 10/1/2017 | 9/30/2018 |
| 1.1.14 | Solicit feedback from regional stakeholders regarding effectiveness of Year 3 outreach activities and products and identify needed enhancements and additions. OHE Responsible party: M. Fergus and J. Fox, REAs | 10/1/2017 | 9/30/2018 |
| 1.1.15 | Based on user feedback, design, develop, and deliver updates to existing training modules and videos as well as additional regional specific products, trainings, analyses and publication materials. All end products must be submitted to MDE's Accessibility Liaison to ensure all end products meet Accessibility standards. OHE & MDE Responsible parties: M. Fergus (OHE) and J. Fox (OHE), REAs, Kim Wee (MDE) & Courtney Petrosky (MDE) | 10/1/2017 | 9/30/2018 |
| 1.1.16 | Provide Year 4 targeted outreach. Revisit the implementation plan and develop a research and data analysis plan for Year 4. Gather feedback on changes or edits to existing reports. OHE Responsible party: M. Fergus and J. Fox, REAs | 10/1/2018 | 9/30/2019 |
| 2.0 | Dual Credit Data Collection | | |
| 2.1 | Amend current data sharing agreement with the colleges and establish new data requirements to support expansion of data collection and reporting regarding dual credit course enrollment and completion. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE) | 1/1/2016 | 8/1/2016 |
| 2.2 | Identify and define needed data elements to expand existing data collected on dual credit enrollments. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE) | 1/1/2016 | 3/30/2016 |
| 2.3 | Expand current public reporting both statewide and high school to include currently collected measures of dual credit activity. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE) | 1/1/2016 | 9/30/2017 |
| 2.4 | Define requirements and design interface, processes, and technical requirements for expanding the collection. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE) | 4/1/2016 | 9/30/2016 |
| 2.5 | Develop, test, and implement interfaces and processes for data collection. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE) | 4/1/2016 | 9/30/2016 |
| 2.6 | Complete data collection and cleaning. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE) | 10/1/2016 | 6/1/2017 |
| 2.7 | Complete validation and transfer data to SLEDS loading. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE) | 7/1/2017 | 9/30/2017 |

| | | | |
|------------|---|-------------------|-----------------|
| 2.8 | Load the expanded data collection. OHE & MDE Responsible Parties: M. Fergus (OHE) and MDE MN.IT | 11/1/2017 | 12/1/2017 |
| 2.9 | Engage stakeholders to identify requirements for enhancements to existing reports and new reports regarding dual credit. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE) | 10/1/2016 | 9/30/2019 |
| 2.10 | Design, develop and test reports for statewide reporting. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE) | 9/30/2017 | 3/1/2018 |
| 2.11 | Release statewide reports and communicate with stakeholders regarding content of reports. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE) | 6/1/2018 | 9/30/2019 |
| 2.12 | Design, develop and test reports for MN high schools and colleges. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE) | 9/30/2017 | 3/1/2018 |
| 2.13 | Release high school and college-level reports and communicate with stakeholders regarding content of reports. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE) | 6/1/2018 | 9/30/2019 |
| 3 | Early Learning Priority Area | Start Date | End Date |
| 3.1 | Create video tutorials | | |
| 3.1.1 | Design and develop Early Childhood Longitudinal Data System (ECLDS) video plans and create scripts for the website. All end products must be submitted to MDE's Accessibility Liaison to ensure all end products meet Accessibility standards. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE), Kim Wee (MDE MN.IT), & Courtney Petrosky (MDE MN.IT) | 1/1/2016 | 8/1/2016 |
| 3.1.2 | Identify community and partner volunteers for reviewing video scripts and content testing, test video and update video plans based on feedback, and implement video on the website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 4/1/2016 | 1/1/2017 |
| 3.1.3 | Design and develop plans and scripts for a video describing the goals and objectives of ECLDS. Videos are created and on the website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 2/1/2016 | 2/1/2017 |
| 3.1.4 | Identify community and partner volunteers for reviewing video scripts and content, testing, test video and update video plans based on feedback, and implement video on the website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 4/1/2016 | 1/1/2017 |

| | | | |
|--|---|----------|-----------|
| 3.1.5 | Identify 6 contributing programs to ECLDS and establish schedule for development, testing, and implementation of videos on the website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 4/1/2016 | 1/1/2017 |
| 3.1.6 | Design and develop the first set of 3 videos describing contributing programs to ECLDS. Videos are created and on the website. All videos must pass Accessibility requirements before videos can be posted to website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 7/1/2016 | 3/31/2017 |
| 3.1.7 | Identify community and partner volunteers for reviewing video scripts and content, testing, test videos and update video plans based on feedback, and implement videos on the website. All videos must pass Accessibility requirements before videos can be posted to website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 4/1/2016 | 6/30/2016 |
| 3.1.8 | Design and develop the second set of 3 videos describing contributing programs to ECLDS. All videos must pass Accessibility requirements. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 6/1/2017 | 3/31/2018 |
| 3.1.9 | Identify community and partner volunteers for reviewing video scripts and content, testing, test videos and update video plans based on feedback, and implement videos on the website. All videos must pass Accessibility requirements before videos can be posted to website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 4/1/2017 | 5/31/2017 |
| 3.1.10 | Obtain feedback on video uses through focus groups, online surveys, or feedback from conference presentations will be obtained and reported to stakeholder groups. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 8/1/2016 | 9/30/2019 |
| List of products created and their estimated timelines for delivery | | | |
| Access and Use Video | | 1/1/2016 | 8/1/2016 |
| Goals and Objectives Video | | 2/1/2016 | 1/1/2017 |
| Program/Topical Video | | 2/1/2016 | 1/1/2017 |
| Program/Topical Video | | 1/1/2018 | 9/1/2018 |
| Program/Topical Video | | 1/1/2018 | 9/1/2018 |
| Program/Topical Video | | 1/1/2018 | 9/1/2018 |

Attachment B

Budget Breakdown by year.

| OHE across projects 1 and 3 (EC proj 2) | Year 1 | Year 2 | Year 3 | Year 4 |
|---|--------------------|---------------------|---------------------|---------------------|
| Regional Education Analysts | | \$366,120.00 | \$371,871.00 | \$374,571.00 |
| OHE IT | | \$27,000.00 | \$27,000.00 | |
| IT professional contracts | \$2,500.00 | | \$2,500.00 | |
| OHE Communications | \$27,000.00 | \$55,800.00 | \$55,800.00 | \$55,800.00 |
| OHE program staff | \$6,880.00 | \$6,880.00 | \$6,880.00 | \$6,880.00 |
| | \$36,380.00 | \$455,800.00 | \$464,051.00 | \$437,251.00 |

Total project cost is not to exceed \$1,393,482.00.

104424
Educ

AMENDMENT #3 COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2©, 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 it is presented to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

| | |
|---|--|
| Agency: MN Dept. of Education | Name of Contractor: Office of Higher Education |
| Current contract term: 1/6/16 to 9/30/19 | Project Identification: SWIFT contract #104424 (SLDS project) |

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 section 16C. 03, subdivision 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.

Complete Appropriate Box(es) for the amendment submitted.

| |
|--|
| 1. <input type="checkbox"/> Amendment to the end date of the contract |
| Proposed New End Date: |
| Why is it necessary to amend the end date? |

| |
|---|
| 2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only |
| 2a. If cost is amended, insert amount of original contract AND amount of each amendment below: \$1,393,482.00 (original total) \$10,300.00 (amendment #1 increase) \$200.00 (amendment #3 increase) \$1,403,982.00 (new grand total) |
| 2b. Describe the amendment: Amendment #2 is being done to allow travel expenses to be claimed by OHE under this interagency agreement. |

| |
|---|
| 3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract |
| Describe the changes that are being made: |

| | | | |
|-------------------------------------|-----------------------|------------------------------|-----------------------|
| Contract Start Date: | <u>Jan. 6, 2016</u> | Total Contract Amount: | <u>\$1,403,982.00</u> |
| Original Contract Expiration Date: | <u>Sept. 30, 2019</u> | Original Contract: | <u>\$1,393,482.00</u> |
| Current Contract Expiration Date: | <u>NA</u> | Previous Amendment(s) Total: | <u>\$10,300.00</u> |
| Requested Contract Expiration Date: | <u>NA</u> | This Amendment: | <u>\$200.00</u> |

This interagency agreement amendment #3 is by and between the State of Minnesota, through its Commissioner of Department of Education (MDE) and Commissioner of Office of Higher Education (OHE).

Recitals

1. MDE has an interagency agreement with OHE identified as SWIFT Contract Number 104424 ("Original Interagency Agreement") to provide OHE Communication staff to assist with the Statewide Longitudinal Data System project (SLDS).
2. Amendment #3 is being done to allow travel expenses to be claimed by OHE.
3. MDE and OHE are willing to amend the Original Interagency Agreement as stated below.

Interagency Agreement Amendment #3

In this Amendment #3, changes to pre-existing Contract language will use strike through for deletions and underlining for insertions.

REVISION 1. Clause 3. "Consideration and Payment" is amended as follows:

3.1 Consideration. See attachment B-2 B-3 for estimated budget costs by year that is attached and incorporated into this agreement. MDE will pay for all services performed by OHE under this agreement as follows:

3.1.1 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an amount not to exceed **\$36,380.00** for work done from execution of this agreement through September 30, 2016. Final state FY16 invoice is due no later than July 31, 2016 for work done up to and including June 30, 2016.

3.1.2 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an estimated amount not to exceed **\$203,952.00** for work done from October 1, 2016 through September 30, 2017. Final state FY17 invoice is due no later than July 31, 2017 for work done up to and including June 30, 2017.

3.1.3 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an estimated amount not to exceed **\$726,199.00** for work done from October 1, 2017 through September 30, 2018. Final state FY18 invoice is due no later than July 31, 2018 for work done up to and including June 30, 2018.

3.1.4 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an estimated amount not to exceed **\$437,251.00** for work done from October 1, 2018 through September 30, 2019. Final invoice is due no later than October 31, 2019.

3.1.5 Travel Expenses. ~~(\$0.00)~~ \$200.00 Reimbursements for travel and subsistence expenses actually and necessarily incurred by OHE as a result of this Agreement are ~~not~~ anticipated. OHE will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget found at <http://mn.gov/mmb/employee-relations/labor-relations/Labor/commissioners-plan.jsp> which is incorporated into this Interagency Agreement by reference. OHE will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

3.1.6 Federal Funds. Payments under this contract will be made from federal funds obtained by the State through CFDA number 84.372. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by MDE to OHE. In the event of any such termination, OHE shall be entitled to payment determined on a pro rata basis for services satisfactorily performed to the extent that federal funds are available. OHE is responsible for compliance with all federal requirements imposed

on these funds and accepts full financial responsibility for any requirements imposed by OHE's failure to comply with federal requirements.

3.1.7 In order for indirect costs to be an allowable expense, OHE must provide MDE with a copy of their current federal cognizant agency approved restricted rate that must be submitted no later than July 1 of each calendar year.

3.1.8 OHE may submit invoices monthly but no later than quarterly with the progress reports using the same timelines listed in section 2.7. At the discretion and prior approval of MDE's Authorized Representative, unspent funds from prior fiscal years may be allowed to move forward with written permission.

3.1.9 The total obligation of MDE for all compensation and reimbursements to OHE under this agreement will not exceed ~~\$1,403,782.00~~ **\$1,403,982.00**.

REVISION 2: Clause 4.2.1, "Conditions of Payment" is amended as follows:

4.2.1 Invoices must include the following information: MDE's Authorized Representative's name, the Purchase Order (PO) and Contract number, dates of service, itemized expenses with original receipts (if applicable), and corresponding amounts. Departure and arrival times, locations traveled to and from, with a breakdown of each travel expenses should be clearly listed on the invoice(s). The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Contract number. The preferred method of obtaining an invoice is by email.

Submit invoices via email to Accounts Payable:

MN Department of Education
Accounts Payable Department
MDE.AccountsPayable@state.mn.us

Should an invoice need to be submitted via U.S. Mail, please use the following address:

MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

REVISION 3: Clause 5, "Authorized Representative" is amended as follows:

5 Authorized Representative

MDE's Authorized Representative is ~~Anita Larson Kara Arzamendi~~, Data Analytics Supervisor, 1500 Highway 36 West, Roseville, MN 55113, ~~#651-582-8361 #651-582-8599~~, or his/her successor.

OHE's Authorized Representative is Meredith Fergus, Fiscal Policy & Research, 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108, 651-259-3963, or his/her successor.

Signature page to follow

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Joseph A. Fieckner

Date: March 25, 2019

SWIFT Contract No. 104424 tied to PO #3000016056

3. MN Dept. of Education (MDE)

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: [Signature]
(with delegated authority)

Title: Principal

Date: 3/26/19

2. MN Office of Higher Education (OHE)

By: [Signature]
(with delegated authority)

Title: Acting CFO

Date: 3-25-19

Distribution:
MDE
OHE
State's Authorized Representative - Photo

Attachment B-2 B-3

Estimated Budget Breakdown by year

| | Year 1 | Year 2 | Year 3 | Year 4 |
|---|-------------|--------------|--------------|--------------|
| OHE across projects 1 and 3 (EC proj 2) | | \$147,096.00 | \$590,895.00 | \$374,571.00 |
| Regional Education Analysts | | \$0.00 | \$54,000.00 | |
| OHE IT | | | \$2,500.00 | |
| IT professional contracts | \$2,500.00 | | \$2,500.00 | |
| OHE Communications | \$27,000.00 | \$40,541.00 | \$71,059.00 | \$55,800.00 |
| Outreach materials package | | \$10,300.00 | | |
| OHE program staff | \$6,880.00 | \$6,015.00 | \$7,745.00 | \$6,880.00 |
| Travel expenses | | | | \$200.00 |
| TOTAL | \$36,380.00 | \$203,952.00 | \$726,199.00 | \$437,251.00 |
| | | | | \$437,451.00 |

Total project cost is not to exceed ~~\$1,403,782.00~~ \$1,403,982.00.

AMENDMENT #1 COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2©, 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 it is presented to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

| | |
|--|---|
| Agency: MN Dept. of Education | Name of Contractor: Office of Higher Education |
| Current contract term: 1/6/16 to 9/30/19 | Project Identification: SWIFT contract #104424 (SLDS project) |

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 section 16C. 03, subdivision 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.

Complete Appropriate Box(es) for the amendment submitted.

| |
|--|
| 1. <input type="checkbox"/> Amendment to the end date of the contract |
| Proposed New End Date: |
| Why is it necessary to amend the end date? |
| |

| |
|--|
| 2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only |
| 2a. If cost is amended, insert amount of original contract AND amount of each amendment below: \$1,393,482.00 (original total) \$10,300.00 (increase for amendment #1) \$1,403,782.00 (new grand total) |
| 2b. Describe the amendment: Amendment #1 is being done to add an additional \$10,300 and duties to buy additional package of materials for outreach to users of the Early Childhood Longitudinal Data Systems (ECLDS). |

| |
|---|
| 3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract |
| Describe the changes that are being made: |
| |

| | | | |
|-------------------------------------|-----------------------|------------------------------|-----------------------|
| Contract Start Date: | <u>Jan. 6, 2016</u> | Total Contract Amount: | <u>\$1,403,782.00</u> |
| Original Contract Expiration Date: | <u>Sept. 30, 2019</u> | Original Contract: | <u>\$1,393,482.00</u> |
| Current Contract Expiration Date: | <u>NA</u> | Previous Amendment(s) Total: | <u>\$0.00</u> |
| Requested Contract Expiration Date: | <u>NA</u> | This Amendment: | <u>\$10,300.00</u> |

This interagency agreement amendment #1 is by and between the State of Minnesota, through its Commissioner of Department of Education (MDE) and Commissioner of Office of Higher Education (OHE).

Recitals

1. MDE has an interagency agreement with OHE identified as SWIFT Contract Number 104424 ("Original Interagency Agreement") to provide OHE Communication staff to assist with the Statewide Longitudinal Data System project (SLDS).
2. Amendment #1 is being done to add an additional \$10,300.00 for outreach materials and supplies.
3. MDE and OHE are willing to amend the Original Interagency Agreement as stated below.

Interagency Agreement Amendment #1

In this Amendment #1, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

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

The Office of Higher Education (OHE) will provide the following services listed below to the MN Department of Education (MDE). The itemized list of tasks and corresponding timelines for this project are attached and incorporated into this interagency agreement as Attachment A-1.

2.8 OHE Communications staff will produce a package of materials for conducting outreach to users of the Early Childhood Longitudinal Data Systems (ECLDS). This package will contain distributable materials including rack cards, infographics, and business cards.

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

3.1 Consideration. See attachment B-1 for budget costs by year that is attached and incorporated into this agreement. MDE will pay for all services performed by OHE under this agreement as follows:

3.1.1 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an amount not to exceed ~~\$36,380.00~~ for work done from execution of this agreement through September 30, 2016. Final state FY16 invoice is due no later than July 31, 2016 for work done up to and including June 30, 2016.

3.1.2 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an amount not to exceed ~~\$455,800.00~~ \$466,100.00 for work done from October 1, 2016 through September 30, 2017. Final state FY17 invoice is due no later than July 31, 2017 for work done up to and including June 30, 2017.

3.1.3 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an amount not to exceed ~~\$464,051.00~~ for work done from October 1, 2017 through September 30, 2018. Final state FY18 invoice is due no later than July 31, 2018 for work done up to and including June 30, 2018.

3.1.4 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an amount not to exceed ~~\$437,251.00~~ for work done from October 1, 2018 through September 30, 2019. Final invoice is due no later than October 31, 2019.

3.1.5 Travel Expenses. (\$0.00) Reimbursements for travel and subsistence expenses actually and necessarily incurred by OHE as a result of this Agreement are not anticipated.

3.1.6 Federal Funds. Payments under this contract will be made from federal funds obtained by the State through CFDA number 84.372. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by MDE to OHE. In the event of any such termination,

OHE shall be entitled to payment determined on a pro rata basis for services satisfactorily performed to the extent that federal funds are available. OHE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by OHE's failure to comply with federal requirements.

3.1.7 Federal grant recipients, sub-recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", October 1, 2009.

3.1.87 In order for indirect costs to be an allowable expense, OHE must provide MDE with a copy of their current federal cognizant agency approved restricted rate that must be submitted no later than July 1 of each calendar year.

3.1.98 OHE may submit invoices monthly but no later than quarterly with the progress reports using the same timelines listed in section 2.7. Unspent funds from prior fiscal year(s) will **not** be carried forward to the new fiscal year(s).

3.1.409 The total obligation of MDE for all compensation and reimbursements to OHE under this agreement will not exceed ~~\$1,393,982.00~~ **\$1,403,782.00**.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Glenn A. Bury

Date: Jan 4, 2017

SWIFT Contract No. 104424 tied to PO #3000012269

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: Adrienne E. [Signature]

(with delegated authority)
Title: Agency Financial Director

Date: 1/5/17

2. MN Office of Higher Education (OHE)

By: Timothy M. Healy
(with delegated authority)

Title: CEO

Date: 1/4/2017

Distribution:
MDE
OHE
State's Authorized Representative - Photo Copy

Attachment A-1

Itemized list of tasks with corresponding timelines. MDE's Authorized Representative will oversee all activities for this project.

| 1 | College and Career Readiness Priority Area | Start Date | End Date |
|------------|---|-------------------|-----------------|
| 1.1 | Regional Education Analysts (REA) | | |
| 1.1.1 | Create position descriptions and hire six REAs. OHE Responsible party: M. Fergus and J. Fox | 1/1/2016 | 9/30/2016 |
| 1.1.2 | Identify partnering organizations to house REAs. OHE Responsible party: M. Fergus and J. Fox | 1/1/2016 | 9/30/2016 |
| 1.1.3 | Train six REAs. OHE Responsible party: M. Fergus and J. Fox | 10/1/2016 | 12/31/2016 |
| 1.1.4 | Formulate strategic plan for labor market and education resources data integration. OHE Responsible party: M. Fergus and J. Fox | 10/1/2016 | 4/1/2017 |
| 1.1.5 | Establish outreach plan including identification of key stakeholders, for each of the six regions. OHE Responsible party: M. Fergus and J. Fox, REAs | 10/1/2016 | 4/1/2017 |
| 1.1.6 | Conduct initial regional analysis to determine needs for training and research products in specific to regions. OHE Responsible party: M. Fergus and J. Fox, REAs | 4/1/2017 | 9/30/2017 |
| 1.1.7 | Provide Year 2 targeted outreach. Develop partnerships and relationships with all K12 organizations, postsecondary institutions, and workforce centers in each of the 6 regions to conduct a needs assessment and implementation of research plan. OHE Responsible party: M. Fergus and J. Fox, REAs | 4/1/2017 | 9/30/2017 |
| 1.1.8 | Design, and develop initial training modules, interpretive guides, and videos. All items must be in an Accessible format. OHE Responsible party: M. Fergus and J. Fox, REAs | 4/1/2017 | 9/30/2017 |
| 1.1.9 | Training modules, interpretive guides, and videos must be submitted to MDE's Accessibility Liaison to ensure all items meet Accessibility standards. MDE Responsible Parties: Kim Wee and Courtney Petrosky | 6/1/2017 | 9/30/2017 |
| 1.1.10 | Deliver initial training modules, interpretive guides, and videos to the SLEDS public analytics website. OHE Responsible party: M. Fergus and J. Fox, REAs | 6/1/2017 | 9/30/2017 |
| 1.1.11 | Solicit feedback from regional stakeholders regarding effectiveness of initial training modules, interpretive guides, and videos and identify needed enhancements and additions. OHE Responsible party: M. Fergus and J. Fox, REAs | 6/1/2017 | 9/30/2017 |
| 1.1.12 | Based on user feedback, design, develop, and deliver updates to initial training modules, interpretive guides, and videos including regional specific products, trainings, analyses and publication materials. All items must in an Accessible format. OHE Responsible party: M. Fergus and J. Fox, REAs | 10/1/2017 | 9/30/2018 |
| 1.1.13 | Provide Year 3 targeted outreach. Revisit the implementation plan and develop a research and data analysis plan for Year 3. Gather feedback on changes or edits to existing reports. OHE Responsible party: M. Fergus and J. Fox, REAs | 10/1/2017 | 9/30/2018 |

| | | | |
|------------|--|-----------|-----------|
| 1.1.14 | Solicit feedback from regional stakeholders regarding effectiveness of Year 3 outreach activities and products and identify needed enhancements and additions. OHE Responsible party: M. Fergus and J. Fox, REAs | 10/1/2017 | 9/30/2018 |
| 1.1.15 | Based on user feedback, design, develop, and deliver updates to existing training modules and videos as well as additional regional specific products, trainings, analyses and publication materials. All end products must be submitted to MDE's Accessibility Liaison to ensure all end products meet Accessibility standards. OHE & MDE Responsible parties: M. Fergus (OHE) and J. Fox (OHE), REAs, Kim Wee (MDE) & Courtney Petrosky (MDE) | 10/1/2017 | 9/30/2018 |
| 1.1.16 | Provide Year 4 targeted outreach. Revisit the implementation plan and develop a research and data analysis plan for Year 4. Gather feedback on changes or edits to existing reports. OHE Responsible party: M. Fergus and J. Fox, REAs | 10/1/2018 | 9/30/2019 |
| 2.0 | Dual Credit Data Collection | | |
| 2.1 | Amend current data sharing agreement with the colleges and establish new data requirements to support expansion of data collection and reporting regarding dual credit course enrollment and completion. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE) | 1/1/2016 | 8/1/2016 |
| 2.2 | Identify and define needed data elements to expand existing data collected on dual credit enrollments. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE) | 1/1/2016 | 3/30/2016 |
| 2.3 | Expand current public reporting both statewide and high school to include currently collected measures of dual credit activity. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE) | 1/1/2016 | 9/30/2017 |
| 2.4 | Define requirements and design interface, processes, and technical requirements for expanding the collection. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE) | 4/1/2016 | 9/30/2016 |
| 2.5 | Develop, test, and implement interfaces and processes for data collection. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE) | 4/1/2016 | 9/30/2016 |
| 2.6 | Complete data collection and cleaning. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE) | 10/1/2016 | 6/1/2017 |
| 2.7 | Complete validation and transfer data to SLEDS loading. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE) | 7/1/2017 | 9/30/2017 |
| 2.8 | Load the expanded data collection. OHE & MDE Responsible Parties: M. Fergus (OHE) and MDE MN.IT | 11/1/2017 | 12/1/2017 |

| | | | |
|------------|---|-------------------|-----------------|
| 2.9 | Engage stakeholders to identify requirements for enhancements to existing reports and new reports regarding dual credit. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE) | 10/1/2016 | 9/30/2019 |
| 2.10 | Design, develop and test reports for statewide reporting. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE) | 9/30/2017 | 3/1/2018 |
| 2.11 | Release statewide reports and communicate with stakeholders regarding content of reports. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE) | 6/1/2018 | 9/30/2019 |
| 2.12 | Design, develop and test reports for MN high schools and colleges. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE) | 9/30/2017 | 3/1/2018 |
| 2.13 | Release high school and college-level reports and communicate with stakeholders regarding content of reports. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE) | 6/1/2018 | 9/30/2019 |
| 3 | Early Learning Priority Area | Start Date | End Date |
| 3.1 | Create video tutorials | | |
| 3.1.1 | Design and develop Early Childhood Longitudinal Data System (ECLDS) video plans and create scripts for the website. All end products must be submitted to MDE's Accessibility Liaison to ensure all end products meet Accessibility standards. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE), Kim Wee (MDE MN.IT), & Courtney Petrosky (MDE MN.IT) | 1/1/2016 | 8/1/2016 |
| 3.1.2 | Identify community and partner volunteers for reviewing video scripts and content testing, test video and update video plans based on feedback, and implement video on the website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 4/1/2016 | 1/1/2017 |
| 3.1.3 | Design and develop plans and scripts for a video describing the goals and objectives of ECLDS. Videos are created and on the website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 2/1/2016 | 2/1/2017 |
| 3.1.4 | Identify community and partner volunteers for reviewing video scripts and content, testing, test video and update video plans based on feedback, and implement video on the website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 4/1/2016 | 1/1/2017 |
| 3.1.5 | Identify 6 contributing programs to ECLDS and establish schedule for development, testing, and implementation of videos on the website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 4/1/2016 | 1/1/2017 |
| 3.1.6 | Design and develop the first set of 3 videos describing contributing programs to ECLDS. Videos are created and on the website. All videos must pass Accessibility requirements before videos can be posted to website. | 7/1/2016 | 3/31/2017 |

| | | | |
|--------|---|---------------------|------------------|
| | OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | | |
| 3.1.7 | Identify community and partner volunteers for reviewing video scripts and content, testing, test videos and update video plans based on feedback, and implement videos on the website. All videos must pass Accessibility requirements before videos can be posted to website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 4/1/2016 | 6/30/2016 |
| 3.1.8 | Design and develop the second set of 3 videos describing contributing programs to ECLDS. All videos must pass Accessibility requirements. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 6/1/2017 | 3/31/2018 |
| 3.1.9 | Identify community and partner volunteers for reviewing video scripts and content, testing, test videos and update video plans based on feedback, and implement videos on the website. All videos must pass Accessibility requirements before videos can be posted to website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 4/1/2017 | 5/31/2017 |
| 3.1.10 | Obtain feedback on video uses through focus groups, online surveys, or feedback from conference presentations will be obtained and reported to stakeholder groups. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), J. Fox (OHE) | 8/1/2016 | 9/30/2019 |
| 3.1.11 | <u>Design and print distributable materials to support user outreach for the ECLDS. These will include rack cards, two infographics, and business cards for distribution.</u> | <u>January 2017</u> | <u>6/30/2017</u> |

List of products created and their estimated timelines for delivery

| | | |
|-------------------------------|------------------|------------------|
| Access and Use Video | 1/1/2016 | 8/1/2016 |
| Goals and Objectives Video | 2/1/2016 | 1/1/2017 |
| Program/Topical Video | 2/1/2016 | 1/1/2017 |
| Program/Topical Video | 1/1/2018 | 9/1/2018 |
| Program/Topical Video | 1/1/2018 | 9/1/2018 |
| Program/Topical Video | 1/1/2018 | 9/1/2018 |
| <u>Distributables package</u> | <u>12/1/2016</u> | <u>6/30/2017</u> |

Attachment B-1

Budget Breakdown by year.

| OHE across projects 1 and 3 (EC proj 2) | Year 1 | Year 2 | Year 3 | Year 4 |
|---|-------------|-------------------------|--------------|--------------|
| Regional Education Analysts | | \$366,120.00 | \$371,871.00 | \$374,571.00 |
| OHE IT | | \$27,000.00 | \$27,000.00 | |
| IT professional contracts | \$2,500.00 | | \$2,500.00 | |
| OHE Communications | \$27,000.00 | \$55,800.00 | \$55,800.00 | \$55,800.00 |
| Outreach material package | | \$10,300.00 | | |
| OHE program staff | \$6,880.00 | \$6,880.00 | \$6,880.00 | \$6,880.00 |
| | | \$455,800.00 | | |
| | \$36,380.00 | \$466,100.00 | \$464,051.00 | \$437,251.00 |

Total project cost is not to exceed ~~\$1,393,482.00~~ \$1,403,782.00.

**AMENDMENT #2 COVER SHEET
STANDARD AMENDMENTS**
(Minn. Stat. §§ 16C.05, subd. 2©, 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 it is presented to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

| | |
|---|--|
| Agency: MN Dept. of Education | Name of Contractor: Office of Higher Education |
| Current contract term: 1/6/16 to 9/30/19 | Project Identification: SWIFT contract #104424 (SLDS project) |

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 section 16C. 03, subdivision 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.

Complete Appropriate Box(es) for the amendment submitted.

| |
|--|
| 1. <input type="checkbox"/> Amendment to the end date of the contract |
| Proposed New End Date: |
| Why is it necessary to amend the end date? |

| |
|---|
| 2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only |
| 2a. If cost is amended, insert amount of original contract AND amount of each amendment below: \$1,393,482.00 (original total) \$10,300.00 (amendment #1 increase) \$200.00 (amendment #3 increase) \$1,403,982.00 (new grand total) |
| 2b. Describe the amendment: Amendment #2 is being done to allow travel expenses to be claimed by OHE under this interagency agreement. |

| |
|---|
| 3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract |
| Describe the changes that are being made: |

| | | | |
|-------------------------------------|-----------------------|------------------------------|-----------------------|
| Contract Start Date: | <u>Jan. 6, 2016</u> | Total Contract Amount: | <u>\$1,403,982.00</u> |
| Original Contract Expiration Date: | <u>Sept. 30, 2019</u> | Original Contract: | <u>\$1,393,482.00</u> |
| Current Contract Expiration Date: | <u>NA</u> | Previous Amendment(s) Total: | <u>\$10,300.00</u> |
| Requested Contract Expiration Date: | <u>NA</u> | This Amendment: | <u>\$200.00</u> |

This interagency agreement amendment #3 is by and between the State of Minnesota, through its Commissioner of Department of Education (MDE) and Commissioner of Office of Higher Education (OHE).

Recitals

1. MDE has an interagency agreement with OHE identified as SWIFT Contract Number 104424 ("Original Interagency Agreement") to provide OHE Communication staff to assist with the Statewide Longitudinal Data System project (SLDS).
2. Amendment #3 is being done to allow travel expenses to be claimed by OHE.
3. MDE and OHE are willing to amend the Original Interagency Agreement as stated below.

Interagency Agreement Amendment #3

In this Amendment #3, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 3, "Consideration and Payment" is amended as follows:

3.1 Consideration. See attachment B-2 B-3 for estimated budget costs by year that is attached and incorporated into this agreement. MDE will pay for all services performed by OHE under this agreement as follows:

3.1.1 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an amount not to exceed **\$36,380.00** for work done from execution of this agreement through September 30, 2016. Final state FY16 invoice is due no later than July 31, 2016 for work done up to and including June 30, 2016.

3.1.2 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an estimated amount not to exceed **\$203,952.00** for work done from October 1, 2016 through September 30, 2017. Final state FY17 invoice is due no later than July 31, 2017 for work done up to and including June 30, 2017.

3.1.3 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an estimated amount not to exceed **\$726,199.00** for work done from October 1, 2017 through September 30, 2018. Final state FY18 invoice is due no later than July 31, 2018 for work done up to and including June 30, 2018.

3.1.4 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an estimated amount not to exceed **\$437,251.00** for work done from October 1, 2018 through September 30, 2019. Final invoice is due no later than October 31, 2019.

3.1.5 Travel Expenses. ~~(\$0.00)~~ **\$200.00** Reimbursements for travel and subsistence expenses actually and necessarily incurred by OHE as a result of this Agreement are ~~not~~ anticipated. OHE will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget found at <http://mn.gov/mmb/employee-relations/labor-relations/Labor/commissioners-plan.jsp> which is incorporated into this Interagency Agreement by reference. OHE will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

3.1.6 Federal Funds. Payments under this contract will be made from federal funds obtained by the State through CFDA number 84.372. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by MDE to OHE. In the event of any such termination, OHE shall be entitled to payment determined on a pro rata basis for services satisfactorily performed to the extent that federal funds are available. OHE is responsible for compliance with all federal requirements imposed

on these funds and accepts full financial responsibility for any requirements imposed by OHE's failure to comply with federal requirements.

3.1.7 In order for indirect costs to be an allowable expense, OHE must provide MDE with a copy of their current federal cognizant agency approved restricted rate that must be submitted no later than July 1 of each calendar year.

3.1.8 OHE may submit invoices monthly but no later than quarterly with the progress reports using the same timelines listed in section 2.7. At the discretion and prior approval of MDE's Authorized Representative, unspent funds from prior fiscal years may be allowed to move forward with written permission.

3.1.9 The total obligation of MDE for all compensation and reimbursements to OHE under this agreement will not exceed ~~\$1,403,782.00~~ \$1,403,982.00.

REVISION 2. Clause 4.2.1. "**Conditions of Payment**" is amended as follows:

4.2.1 Invoices must include the following information: MDE's Authorized Representative's name, the Purchase Order (PO) and Contract number, dates of service, itemized expenses with original receipts (if applicable), and corresponding amounts. Departure and arrival times, locations traveled to and from, with a breakdown of each travel expenses should be clearly listed on the invoice(s). The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Contract number. The preferred method of obtaining an invoice is by email.

Submit invoices via email to Accounts Payable:

MN Department of Education
Accounts Payable Department
MDE.AccountsPayable@state.mn.us

Should an invoice need to be submitted via U.S. Mail, please use the following address:

MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

REVISION 3. Clause 5. "**Authorized Representative**" is amended as follows:

5 Authorized Representative

MDE's Authorized Representative is Anita Larson ~~Kara Arzamendia~~, Data Analytics Supervisor, 1500 Highway 36 West, Roseville, MN 55113, ~~#651-582-8361~~ #651-582-8599, or his/her successor.

OHE's Authorized Representative is Meredith Fergus, Fiscal Policy & Research, 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108, 651-259-3963, or his/her successor.

Signature page to follow

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jennifer A. Fleckner

Date: March 25, 2019

SWIFT Contract No. 104424 tied to PO #3000016056

3. MN Dept. of Education (MDE)

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: [Signature]
(with delegated authority)

Title: Principal

Date: 3/26/19

2. MN Office of Higher Education (OHE)

By: [Signature]
(with delegated authority)

Title: Asst. CFO

Date: 3-25-19

Distribution:
MDE
OHE
State's Authorized Representative - Photo

Educ



STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This interagency agreement is between the Minnesota Department of Education (MDE) whose business address is 1500 Highway 36 West, Roseville, MN 55113 and the Office of Higher Education (OHE) whose business address is 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* June 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

- 2.1 The Office of Higher Education (OHE) will obtain a vendor to design web graphics for the six-chapter web story titled "Value of early learning" with corresponding narrative for the Early Childhood Longitudinal Data System (ECLS) project.
 - a. Content storyboard provided will be a collaboration between OHE and MDE.
- 2.3 OHE will obtain the vendor(s) to create the narrative and web graphics for the six-chapter web story under the State of Minnesota procurement process and will adhere to Authority of Local Purchases rules.
- 2.4 MDE and OHE will jointly share ownership of this web story and narrative.
- 2.5 The six-chapter web story graphics and narrative must meet all State of Minnesota accessibility requirements listed under clause 9 of this interagency agreement.
- 2.6 The OHE selected vendor(s) must submit all end products to MDE's accessibility liaison, Kim Wee at Kim.Wee@state.mn.us, for accessibility testing. Accessibility testing must be successfully completed before end products can be accepted.
 - a. If accessibility testing is unsuccessful, selected vendor(s) must fix the areas and resubmit for accessibility testing within two weeks of receiving accessibility findings.
 - b. If needed this task will be repeated until all end products successfully pass accessibility testing.
- 2.7 The final graphic file format must be a .png file format.

3 Consideration and Payment

- 3.1 MDE will reimburse OHE for service expenses actually incurred for an amount not to exceed \$10,000.00.
- 3.2 *Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed \$0.00;

provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated in to this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

3.3 OHE must submit invoices for payment, using the format set forth in section 4.3.

3.4 The total obligation of MDE for all compensation and reimbursements to OHE under this Agreement will not exceed \$10,000.00.

4 Conditions of Payment

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

4.2 MDE will promptly pay all valid obligations under this Interagency Agreement as required by Minnesota Statutes §16A.124. MDE will make undisputed payments no later than 30 days after receiving OHE's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MDE will notify OHE within 10 days of discovering the error. After MDE receives the corrected invoice, MDE will pay OHE within 30 days of receipt of such invoice.

4.3 OHE must submit invoices monthly for work completed during the prior month, which are due no later than the end of the month to Accounts Payable. State Fiscal Year (FY) 18 final invoice is due no later than July 21, 2018. State FY19 final invoice is due no later than January 21, 2019. Invoices should include the following information:

- i. MDE's Authorized Representative's name
- ii. The Purchase Order (PO) and Agreement number
- iii. Dates of service with description of work completed
- iv. The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Agreement number.
- v. The preferred method of obtaining an invoice from a vendor is by email.

Submit invoices via email to Accounts Payable:

MN Department of Education

Accounts Payable Department

MDE.AccountsPayable@state.mn.us

- vi. **Should an invoice need to be submitted via U.S. Mail, please use the following address:**

MN Department of Education

Attn: Accounts Payable Department

1500 Highway 36 West

Roseville, MN 55113-4266

5 Authorized Representative

MDE's Authorized Representative is Kara Arzamendia, Data Analytics Supervisor, 1500 Highway 36 West, Roseville, MN 55113, 651-582-8599, Kara.Arzamendia@state.mn.us or her/his successor.

OHE's Authorized Representative is Fiorella Gallia, Communication Specialist, 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108, 651-259-3971, Fiorella.Gallia@state.mn.us or her/his 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.

9 Accessibility Standards OHE and the selected vendor(s) agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: <http://mn.gov/mnit/programs/policies/accessibility/>

A. Contact the MDE Accessibility Liaison, Kim Wee at Kim.We@state.mn.us for specific guidance on creating content that meets our accessibility requirements.

10 Other Provisions The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- A. Use only print-quality department logo. Request a copy from the MDE Communication Office at mde.contactus@state.mn.us
- B. Copy must follow latest edition of the AP (Associated Press) Stylebook.
- C. Video content must be open or closed captioned.
- D. Copy must be free of typographical and grammatical errors.
- E. Font size will be, minimally, 12 pt. Times Roman, 11 pt. Calibri, or comparable size.
- F. Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
- G. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
- H. Please direct questions regarding printed material to the Authorized Representative for this Interagency Agreement.

- 1.1 **Plain Language** Contractor must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
- A. Use language commonly understood by the public;
 - B. Write in short and complete sentences;
 - C. Present information in a format that is easy-to-find and easy-to-understand; and
 - D. Clearly state directions and deadlines to the audience.

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

Signed: Annika A. Fleckoer

Date: May 7, 2018

SWIFT contract number: 141517 tied to
PO # 3000017951

2. Office of Higher Education (OHE)

By: Timothy M. Herd
(With delegated authority)

Title: CFO

Date: 5/10/2018

3. Department of Education (MDE)

By: [Signature]
(With delegated authority)

Title: Superintendent

Date: 5/14/18

Health
MDH

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement is by and between the Minnesota Department of Health ("MDH") and the Minnesota Office of Higher Education ("OHE").

Recitals

WHEREAS, pursuant to Minnesota Statutes section 136A.01, subdivision 2, OHE was established to provide, among other things, necessary state level administration of postsecondary financial aid programs, including accounting, auditing, and disbursing state and federal financial aid funds, and reporting on financial aid programs to the governor and the legislature; and

WHEREAS, pursuant to Minnesota Statutes section 136A.1795, subdivision 2, and as part of its mission to oversee postsecondary financial aid programs, OHE is tasked with establishing and administering a loan forgiveness program for large animal veterinarians who agree to practice in designated rural areas that are underserved and work full time in a practice that is at least fifty percent involved with the care of food animals; and

WHEREAS, pursuant to the Laws of Minnesota 2017, chapter 89, article 3, section 3, the Commissioner of OHE may select a maximum of five applicants each year for participation in the loan forgiveness program, within the limits of available funding; and

WHEREAS, pursuant to the Laws of Minnesota 2017, chapter 89, article 2, section 2, the legislature appropriated \$375,000 in fiscal year 2018 and \$375,000 in fiscal year 2019 for the purpose of funding the large animal veterinarian loan forgiveness program; and

WHEREAS, pursuant to Minnesota Statutes section 144.1501, MDH manages and administers a large-scale student loan forgiveness program that forgives qualifying student loans for Minnesota's advanced dental therapists, dental therapists, dentists, mental health professionals, medical residents, midlevel practitioners, nurses, nurse-midwives, nurse practitioners, pharmacists, physicians, physician assistants, and public health nurses; and

WHEREAS, in the interest of achieving maximum efficiency by leveraging MDH's considerable expertise in managing and administering other loan forgiveness programs, both OHE and MDH have agreed that MDH should assume responsibility for the large animal veterinary loan forgiveness program; and

WHEREAS, pursuant to Minnesota Statutes section 144.074, MDH is empowered to receive and accept money, property, or services from any person, agency, or other source for any public health purpose within the scope of statutory authority; and

WHEREAS, pursuant to Minnesota Statutes section 144.0742, MDH is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed public health services; and

WHEREAS, pursuant to Minnesota Statutes section 471.59, subdivision 1, MDH and OHE are empowered to jointly and cooperatively exercise their common powers and are authorized to provide for

the exercise of these powers by entering into this Interagency Agreement; and, finally

WHEREAS, the totality of Minnesota's contracting law and related policies enable OHE and MDH to enter into an agreement in which OHE delegates administration of

NOW, THEREFORE, the parties consent to be bound by the following:

Agreement

1 Term of Agreement

1.1 *Effective date*: November 15, 2017, 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, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MDH will administer the Veterinarian Loan Forgiveness Program for large animal veterinarians consistent with Minnesota Statutes section 136A.1795. See Exhibit A, consisting of the statute governing the Large Animal Veterinarian Loan Forgiveness Program, which is attached and incorporated into the Agreement.

3 Consideration and Payment

OHE will transfer \$375,000 to MDH each year by December 29th.

The total obligation of OHE for all compensation and reimbursements to MDH under this Agreement will not exceed \$375,000.

4 Conditions of Payment

All services provided by MDH under this Agreement must be performed to the satisfaction of OHE, as determined at the sole discretion of OHE's Authorized Representative, or his successor.

Transfer of funds will be made to the following SWIFT accounting string:

Fund: 2000 FinDept: H1239838 ApprID: H12F09J Project: H12HF09F

5 Authorized Representative

OHE's Authorized Representative is Timothy M. Geraghty, Chief Fiscal Officer, 1450 Energy Park Drive, St. Paul, MN 55108 (651) 259-3950, or his successor.

MDH's Authorized Representative is Will Wilson, Supervisor, Office of Rural Health and Primary Care, PO Box 64882, St. Paul, MN 55164-0882 (651) 201-3842, or his 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. STATE ENCUMBRANCE VERIFICATION

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

Signed:

[Signature]

Date:

11-7-2017

3. Minnesota Office of Higher Education

By:

[Signature]
(with delegated authority)

Title:

CFO

Date:

11/7/2017

2. Minnesota Department of Health

By:

[Signature]
(With delegated authority)

Title:

Accounting Supervisor Principal

Date:

11/7/17

EXHIBIT A

1

MINNESOTA STATUTES 2016

136A.1795

136A.1795 LARGE ANIMAL VETERINARIAN LOAN FORGIVENESS PROGRAM.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Veterinarian" means an individual who has been awarded a doctor of veterinary medicine degree from the College of Veterinary Medicine, University of Minnesota.

(c) "Designated rural area" means an area in Minnesota outside the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington, excluding the cities of Duluth, Mankato, Moorhead, Rochester, and St. Cloud.

(d) "Emergency circumstances" means those conditions that make it impossible for the participant to fulfill the service commitment, including death, total and permanent disability, or temporary disability lasting more than two years.

(e) "Qualified educational loan" means a government, commercial, or foundation loan for actual costs paid for tuition, reasonable education expenses, and reasonable living expenses related to the education of a veterinarian.

Subd. 2. **Establishment; administration.** (a) The commissioner shall establish and administer a loan forgiveness program for large animal veterinarians who:

- (1) agree to practice in designated rural areas that are considered underserved; and
 - (2) work full time in a practice that is at least 50 percent involved with the care of food animals.
- (b) Appropriations made to the program do not cancel and are available until expended.

Subd. 3. **Eligibility.** (a) To be eligible to participate in the loan forgiveness program, an individual must:

(1) be a veterinarian who has been awarded a veterinary medicine degree within three years of submitting an application under this section, or be enrolled in the veterinarian degree program and making satisfactory progress in the College of Veterinary Medicine, University of Minnesota; and

(2) submit an application to the commissioner in the form and manner prescribed by the commissioner.

(b) An applicant selected to participate must sign a contract agreeing to complete a five-year service obligation to practice as required under subdivision 2, paragraph (a).

Subd. 4. **Loan forgiveness.** (a) The commissioner may select a maximum of five applicants each year for participation in the loan forgiveness program, within the limits of available funding. Applicants are responsible for securing their own qualified educational loans.

(b) The commissioner must select participants based on their suitability for practice serving the designated rural area, as indicated by experience or training. The commissioner must give preference to applicants closest to completing their training.

(c) The commissioner must make annual disbursements directly to the participant of \$15,000 or the balance of the participant's qualifying educational loans, whichever is less, for each year that a participant meets the service obligation required under subdivision 3, paragraph (b), up to a maximum of five years.

(d) Before receiving loan repayment disbursements and as requested, the participant must complete and return to the commissioner an affidavit of practice form provided by the commissioner verifying that the

participant is practicing as required under subdivision 2, paragraph (a). The participant must provide the commissioner with verification that the full amount of loan repayment disbursement received by the participant has been applied toward the designated loans. After each disbursement, verification must be received by the commissioner and approved before the next loan repayment disbursement is made.

(e) Participants who move their practice remain eligible for loan repayment as long as they practice as required under subdivision 2, paragraph (a).

Subd. 5. Penalty for nonfulfillment. If a participant does not fulfill the required minimum commitment of service required under subdivision 3, paragraph (b), the commissioner must collect from the participant the total amount paid to the participant under the loan forgiveness program plus interest at a rate established according to section 270C.40. The commissioner must deposit the money collected in the state general fund. The commissioner must allow waivers of all or part of the money owed the commissioner as a result of a nonfulfillment penalty if emergency circumstances prevented fulfillment of the service obligation.

Subd. 6. Rules. The commissioner may adopt rules to implement this section.

History: 2009 c 95 art 2 s 23; 2013 c 99 art 2 s 29; 2014 c 149 s 29-32

Health

MDH

AMENDMENT NUMBER 1
 STATE OF MINNESOTA
 INTERAGENCY AGREEMENT
 BY AND BETWEEN:
 THE MINNESOTA DEPARTMENT OF HEALTH ("MDH") AND
 THE MINNESOTA OFFICE OF HIGHER EDUCATION ("OHE");

| | | | |
|-------------------------------------|----------------------|------------------------------|----------------------|
| Contract Start Date: | <u>Nov. 7, 2017</u> | Total Contract Amount: | <u>\$ 375,000.00</u> |
| Original Contract Expiration Date: | <u>June 7, 2019</u> | Original Contract: | <u>\$ 375,000.00</u> |
| Current Contract Expiration Date: | <u>June 7, 2019</u> | Previous Amendment(s) Total: | <u>\$ 0.00</u> |
| Requested Contract Expiration Date: | <u>June 7, 2022]</u> | This Amendment: | <u>\$ 0.00</u> |

This Amendment is to that Interagency Agreement, effective November 7, 2017, between MDH and OHE.

Recitals

1. MDH and OHE have entered into an Interagency Agreement under which MDH assumed responsibility, on behalf of OHE, for managing the large animal veterinary loan forgiveness program pursuant to Minnesota Statutes Section 136A.1795, Subdivision 2 (the "Original Agreement").
2. After further discussions between the Agencies, OHE agreed to take over administration of the large animal veterinary loan forgiveness program.
3. As a part of the new arrangement, MDH will administer and complete the existing recipient contracts, and OHE will begin administering the program for new recipients going forward.
4. MDH and OHE are willing to amend the Original Agreement as stated below.

Amendment

In this Amendment, changes to pre-existing language in the Interagency Agreement 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:* November 15, 2017, 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, 2019~~22~~, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2. "Scope of Work" is amended as follows:

MDH will administer the Veterinarian Loan Forgiveness Program for large animal veterinarians consistent with Minnesota Statutes section 136A.1795. See Exhibit A, consisting of the statute governing the Large Animal Veterinarian Loan Forgiveness Program, which is attached and incorporated into the Agreement.

MDH will continue to administer payment of loan repayment disbursements and monitoring of program compliance as described in Minnesota Statutes section 136A.1795 Subd. 4 for all participants selected prior to Fiscal Year 2019.

In the event of non-fulfillment of the required minimum commitment of service or other contractual obligations by a program recipient, MDH will inform OHE, and OHE will enforce any penalty, as defined in Minnesota Statutes

**AMENDMENT COVER SHEET
STANDARD AMENDMENTS
(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 it is presented to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

| | |
|--|---|
| Agency: MINNESOTA DEPARTMENT OF HEALTH (MDH) | Name of Contractor: MINNESOTA OFFICE OF HIGHER EDUCATION (OHE) |
| Current contract term: November 15, 2017 – June 30, 2019 | Project Identification: |

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 section 16C. 03, subdivision 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.

Complete Appropriate Box(es) for the amendment submitted.

| |
|---|
| 1. <input checked="" type="checkbox"/> Amendment to the end date of the contract |
| Proposed New End Date: |
| Why is it necessary to amend the end date? MDH will administer the large animal veterinarian loan forgiveness program for all awarded participants prior to FY 2019. The end of their contract period is will be June 30, 2022. |

| |
|---|
| 2. <input type="checkbox"/> Amend Duties and Cost <input checked="" type="checkbox"/> Amend Duties Only |
| 2a. If cost is amended, insert amount of original contract AND amount of each amendment below: |
| |
| 2b. Describe the amendment: Transferring the administration of the program to OHE for FY 2019 going forward. |
| |

| |
|---|
| 3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract |
| Describe the changes that are being made: |
| |

section 136A.17 Subd 5. Any funds unspent as a result of a participant's non-fulfillment shall be transferred back to OHE.

Any remaining funds not paid to eligible participants or collected by MDH by June 30, 2027 shall be transferred back to OHE.

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

OHE will transfer \$375,000 to MDH each year by ~~December 29th.~~

The total obligation of OHE for all compensation and reimbursements to MDH under this Agreement will not exceed \$375,000.

REVISION 4. Clause 5 "Authorized Representatives" is amended as follows:

OHE's Authorized Representative is ~~Timothy M. Geraghty~~ Winnie Sullivan, Chief Fiscal Officer Deputy Commissioner, 1450 Energy Park Drive, St. Paul, MN 55108 (651) 259-395022, or his her successor.

MDH's Authorized Representative is Will Wilson, Supervisor, Office of Rural Health and Primary Care, PO Box 64882, St. Paul, MN 55164-0882 (651) 201-3842, or his successor.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect, and are incorporated by reference into this Amendment.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]
Date: No Money Involved
SWIFT Contract No. _____

3. Minnesota Office of Higher Education

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: [Signature]
(with delegated authority)
Title: Deputy Commissioner
Date: 1/11/19

2. Minnesota Department of Health

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Title: Accounting Supervisor Principal
Date: 1/7/19

APPENDIX A

1

MINNESOTA STATUTES 2016

136A.1795

136A.1795 LARGE ANIMAL VETERINARIAN LOAN FORGIVENESS PROGRAM.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Veterinarian" means an individual who has been awarded a doctor of veterinary medicine degree from the College of Veterinary Medicine, University of Minnesota.

(c) "Designated rural area" means an area in Minnesota outside the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington, excluding the cities of Duluth, Mankato, Moorhead, Rochester, and St. Cloud.

(d) "Emergency circumstances" means those conditions that make it impossible for the participant to fulfill the service commitment, including death, total and permanent disability, or temporary disability lasting more than two years.

(e) "Qualified educational loan" means a government, commercial, or foundation loan for actual costs paid for tuition, reasonable education expenses, and reasonable living expenses related to the education of a veterinarian.

Subd. 2. **Establishment; administration.** (a) The commissioner shall establish and administer a loan forgiveness program for large animal veterinarians who:

- (1) agree to practice in designated rural areas that are considered underserved; and
- (2) work full time in a practice that is at least 50 percent involved with the care of food animals.

(b) Appropriations made to the program do not cancel and are available until expended.

Subd. 3. **Eligibility.** (a) To be eligible to participate in the loan forgiveness program, an individual must:

(1) be a veterinarian who has been awarded a veterinary medicine degree within three years of submitting an application under this section, or be enrolled in the veterinarian degree program and making satisfactory progress in the College of Veterinary Medicine, University of Minnesota; and

(2) submit an application to the commissioner in the form and manner prescribed by the commissioner.

(b) An applicant selected to participate must sign a contract agreeing to complete a five-year service obligation to practice as required under subdivision 2, paragraph (a).

Subd. 4. **Loan forgiveness.** (a) The commissioner may select a maximum of five applicants each year for participation in the loan forgiveness program, within the limits of available funding. Applicants are responsible for securing their own qualified educational loans.

(b) The commissioner must select participants based on their suitability for practice serving the designated rural area, as indicated by experience or training. The commissioner must give preference to applicants closest to completing their training.

(c) The commissioner must make annual disbursements directly to the participant of \$15,000 or the balance of the participant's qualifying educational loans, whichever is less, for each year that a participant meets the service obligation required under subdivision 3, paragraph (b), up to a maximum of five years.

(d) Before receiving loan repayment disbursements and as requested, the participant must complete and return to the commissioner an affidavit of practice form provided by the commissioner verifying that the

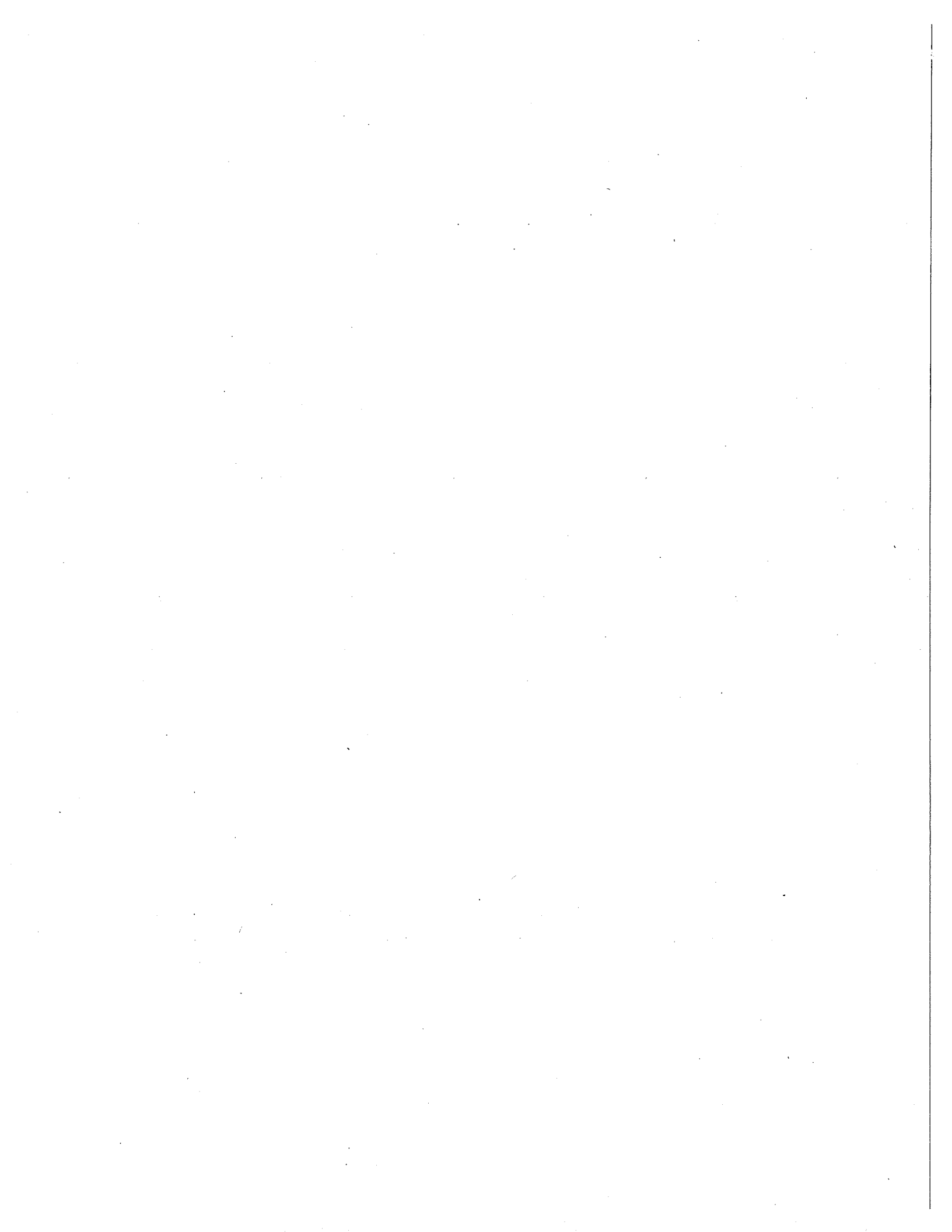
participant is practicing as required under subdivision 2, paragraph (a). The participant must provide the commissioner with verification that the full amount of loan repayment disbursement received by the participant has been applied toward the designated loans. After each disbursement, verification must be received by the commissioner and approved before the next loan repayment disbursement is made.

(e) Participants who move their practice remain eligible for loan repayment as long as they practice as required under subdivision 2, paragraph (a).

Subd. 5. Penalty for nonfulfillment. If a participant does not fulfill the required minimum commitment of service required under subdivision 3, paragraph (b), the commissioner must collect from the participant the total amount paid to the participant under the loan forgiveness program plus interest at a rate established according to section 270C.40. The commissioner must deposit the money collected in the state general fund. The commissioner must allow waivers of all or part of the money owed the commissioner as a result of a nonfulfillment penalty if emergency circumstances prevented fulfillment of the service obligation.

Subd. 6. Rules. The commissioner may adopt rules to implement this section.

History: 2009 c 95 art 2 s 23; 2013 c 99 art 2 s 29; 2014 c 149 s 29-32



**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Veterans Affairs (MDVA) and the Minnesota Office of Higher Education (OHE). The purpose of this agreement is to provide delegation authority to OHE from MDVA to assist in administering the Minnesota GI Bill program as provided under Minnesota Statutes, §197.791, Subd 3(b).

Agreement

1 Term of Agreement

- 1.1 *Effective date:* July 1, 2018, 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, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

- 2.1 The OHE shall award and administer grants to eligible veterans or the eligible spouses and children of veterans as provided under Minnesota Statutes, section 197.791 Minnesota GI Bill Program.
- 2.2 MDVA and OHE shall comply with the requirements specified in Exhibit A, Data Sharing Agreement Addendum, which is attached and incorporated into this Agreement.

3 Consideration and Payment

- 3.1 The OHE shall submit an invoice by July 11, 2018 and the MDVA shall issue a lump sum transfer of appropriation in the amount of \$2,400,000 on or before July 25, 2018. The allocation is as follows:
 - 3.1.1 Of this appropriation, no more than \$100,000 may be used for the administrative costs of operating this program. Accounting String E6010000 E601476 Fund 1000
 - 3.1.2 Of this appropriation, \$2,300,000 shall be available to eligible veterans or the eligible spouses and children of veterans as provided under Minnesota Statute, section 197.791 Minnesota GI Bill Program. Accounting String E6010000 E601475 Fund 1000
- 3.2 If the appropriation is insufficient, the OHE shall provide supporting data to the MDVA for a formal request to increase the fiscal year 2018 open appropriation.

4 Conditions of Payment

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

5 Authorized Representative

- 5.1 MDVA's Authorized Representative is David Bellefeuille, Director - Education and Employment, 20 West 12th Street, 2nd Floor, St Paul, MN 55155, (651)757-1564, or his successor.
- 5.2 OHE's Authorized Representative is Tim Geraghty, 1450 Energy Park Dr. Suite 350, St Paul, MN

55108, (651)259-3950, or his successor.

6 Amendments and Assignments

6.1 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.

6.2 OHE or MDVA may not assign its obligations or interest under this agreement to another agency.

7 Liability

OHE and MDVA agree that they are responsible for their own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party to this addendum or preceding Interagency Agreement and the results thereof. The liability of a state agency is governed by the provisions of the Minnesota Torts Claims Act, Minn. Stat. § 3.732 and 3.736, *et. seq.*, and other applicable law.

8 Termination

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

APPROVED:


1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 

Date: 5/21/18

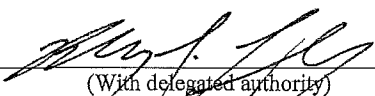
3. Office of Higher Education

By: 
(with delegated authority)

Title: Accounting Manager

Date: 6/15/2018

2. Minnesota Department of Veterans Affairs

By: 
(With delegated authority)

Title: Deputy Commissioner, MDVA

Date: 5/22/18

EXHIBIT A

**STATE OF MINNESOTA
DATA SHARING AGREEMENT ADDENDUM BETWEEN
THE MINNESOTA OFFICE OF HIGHER EDUCATION
AND
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

This Data Sharing Agreement Addendum ("Addendum") is attached to and made part of the preceding Interagency Agreement between the **Minnesota Office of Higher Education (OHE)** and **Minnesota Department of Veterans Affairs (MDVA)**. The purpose of this addendum is to share data between two state agencies, OHE and MDVA, in a manner consistent with applicable federal and state laws. The data will be used by staff at OHE and MDVA to aid in the application and maintenance of the Minnesota GI Bill for current and future Minnesota Veterans and their families.

1. MDVA is designated as the administrative agency of the Minnesota GI Bill in accordance with and Minn. Stat. §197.791. MDVA has delegated their authority to OHE to assist in administering the Minnesota GI Bill by executing the preceding Interagency Agreement with OHE as permitted and required in section Minn. Stat. §197.791, Sub. 3(b).
2. OHE is designated as the administrative agency for carrying out the purposes and terms of sections Minn. Stat. §136A.15 to Minn. Stat. §136A.1702. OHE has accepted the delegation of authority granted by MDVA to assist in administering the Minnesota GI Bill by executing the preceding Interagency Agreement with MDVA as permitted and required in section Minn. Stat. §197.791, Sub. 3(b).
3. The purpose of the MN GI Bill program is to provide postsecondary financial assistance for eligible Minnesota Veterans and to the children and spouses of deceased and severely disabled Minnesota Veterans. MDVA and OHE has state and/or federal legal authority to conduct these functions.
4. OHE is a state educational authority under 34 C.F.R. § 99.31(a)(3)(iv). OHE, in accordance with Minn. Stat. §136A.05 must cooperate with and supply information in order to carry out and perform its duties which have been delegated by MDVA under Minn. Stat. §197.791.
5. Data to be shared by OHE to MDVA under this agreement is limited to :
 - a. Individual applicant demographic information to include: name, date of birth, social security number, and address/contact information;
 - b. Amount of GI Bill payment made to each individual receiving such payment (not to include any other financial aid payment information); and
 - c. Name of the institution receiving GI Bill payment made to each individual receiving such payment;
 - d. A summary report containing the number of applications received and number of applicants awarded by type of eligible student;
 - e. A summary report containing the aggregate GI Bill payment amount paid to each institution by institution name.

The data and reports shared by OHE must be provided weekly to the MDVA authorized representative/designee.

6. All data shared pursuant to this agreement will only be transmitted by a secured method that is agreed to by OHE and MDVA.
7. OHE and MDVA will retain the data shared pursuant to this addendum and preceding Interagency Agreement in a secure manner consistent with the provisions of this addendum.

8. OHE and MDVA agrees to comply with all applicable federal and state laws, statutes, and rules with respect to the protection of privacy, security and dissemination of the shared data. Nothing in this addendum or preceding Interagency Agreement may be construed to allow either party to maintain, use, disclose or share information in a manner not allowed by federal or state laws. OHE and MDVA understands that personally identifiable information maintained by either party to the addendum or preceding Interagency Agreement is subject to the privacy and confidentiality provisions of federal and state statutes, rules and regulations, including, but not limited to, the Family Education Rights and Privacy Act (20 U.S.C 1232g); related federal regulations (34 C.F.R. Part 99); the Minnesota Government Data Practices Act, Minnesota Statutes 13.01 *et seq*; and federal laws and regulations regarding students with disabilities (20 U.S.C. §1417 (c); 34 C.F.R. 300.32, 34 C.F.R. §§ 300.610-300.627)).
9. OHE and MDVA certifies that all persons having access to any data shared or created under this addendum or preceding Interagency Agreement will be informed of the sensitive nature of the information and will be trained in the proper data handling and safeguard procedures.
10. All employees, contractors and agents of OHE or MDVA will comply with all applicable federal and state laws with respect to the data shared under this addendum or preceding Interagency Agreement. Nothing in this paragraph authorizes sharing data provided under this addendum or preceding Interagency Agreement with any other entity that is not a party to this addendum or preceding Interagency Agreement.
11. OHE and MDVA will only disclose data in a manner and form for reporting purposes as described under the preceding Interagency Agreement. MDVA and OHE may not disclose this data in any form to other parties other than one identified in this addendum or the preceding Interagency Agreement.
12. Each party is responsible for the destruction of data shared pursuant to this addendum that is in their possession in accordance with that party's approved records retention schedule and all applicable federal and state laws, statutes, and rules.
13. OHE or MDVA may not assign its obligations or interest under this addendum or preceding Interagency Agreement to another agency.
14. OHE and MDVA represent that they are authorized to bind to the terms of this addendum, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way.

MN Indian Counsel

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Minnesota Office of Higher Education and Minnesota Indian Affairs Council.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* April 15th 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
1.2 *Expiration date:* August 7th 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

Contributing towards the cost of the Governor's Minnesota Tribal Youth Gathering event. The Governor's Minnesota Tribal Youth Gathering event is scheduled to take place on Friday July 27th, 2018 from 8 a.m. - 4:15 p.m. at the University of Minnesota-St. Paul.

3 Consideration and Payment

Minnesota Indian Affairs Council will invoice Office of Higher Education in the amount of \$5000.

The total obligation of Minnesota Office of Higher Education for all compensation and reimbursements to Minnesota Indian Affairs Council under this agreement will not exceed \$5000.

4 Conditions of Payment

All services provided by Minnesota Indian Affairs Council under this agreement must be performed to the Minnesota Office of Higher Education's satisfaction, as determined at the sole discretion of the Minnesota Office of Higher Education's Authorized Representative.

5 Authorized Representative

Minnesota Office of Higher Education's Authorized Representative is Timothy M. Geraghty, CFO, 1450 Energy Park Drive, Ste 350, St. Paul MN 55155 (651) 259-3950, or his/her successor.

Minnesota Indian Affairs Council's Authorized Representative is Dennis W. Olson Jr., Executive Director, 161 Saint Anthony Ave, Ste 919 Saint Paul, MN 55103 (651)539-2202.

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 Minn. Stat. §§ 16A.15 and 16C.05

Signed: [Signature]

Date: 3/20/18

PO 4973

2. Minnesota Office of Higher Education

By: [Signature]

(With delegated authority)

Title: CFO

Date: 4/11/2018

3. Minnesota Indian Affairs Council

By: [Signature]

(With delegated authority)

Title: Chairman

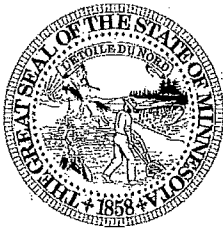
Date: 4/11/18

By: [Signature]

(With delegated authority)

Title: Executive Director

Date: 4/11/18



State of Minnesota

The Governor's Minnesota Tribal Youth Gathering Steering Team
75 Rev. Dr. Martin Luther King Jr. Blvd • Saint Paul, Minnesota, 55155

March 4, 2018

Dear Commissioner Pogemiller:

On behalf of the Governor's Minnesota Tribal Youth Gathering Steering Team, we are writing to ask for your partnership, support, and participation in the first ever Minnesota Tribal Youth Gathering, which will bring together and build a platform for Native youth leaders doing positive work for their communities. Minnesota's event will be the first state Tribal Youth Gathering in the nation and is an exciting opportunity to recognize and celebrate Native youth.

The Minnesota Tribal Youth Gathering, scheduled for July 2018, will be hosted by the Office of Governor Mark Dayton and the Governor's Minnesota Tribal Youth Gathering Steering Team. The Steering Team consists of 20 Native youth delegates from 10 Minnesota Tribes, tribal liaisons from state agencies, and people working with and for Native American communities. The Minnesota Tribal Youth Gathering will invite Native youth from across the state to come to St. Paul to share the positive work they do in their communities every day, and participate in high-level dialogues with public and private leaders to help shape the policies and work that affect Native youth. This year we anticipate that the event will host between 250 and 500 Native youth.

As Native youth members of the Steering Team and leaders of the Fundraising Committee, we are asking for your support for this Gathering because we want the opportunity to bring all Native Youth in Minnesota together to share our collective voices. The Minnesota Tribal Youth Gathering will provide us with the opportunity to become stronger, smarter, and more independent by showing that our voices are important and we can make positive change together. It is also important for us to remain in touch with our culture and to be reminded of our values.

We need your support to make this event a great success! We would appreciate your financial contribution of between \$2,000 and \$5,000. All contributions are welcome and will be recognized in the event program.

Pidamaya/Miigwech (Thank you) for your partnership, support, and participation in this amazing event.

Sincerely,

Handwritten signature of Sara Coulter.

Sara Coulter
Minnesota Tribal Youth Gathering
Steering Team Delegate

Handwritten signature of Maddison Van Cleve.

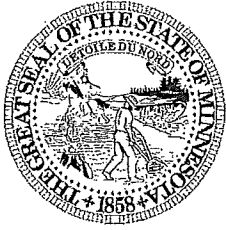
Maddison Van Cleve
Minnesota Tribal Youth Gathering
Steering Team Delegate

Handwritten signature of Vanessa Goodthunder.

Vanessa Goodthunder
Minnesota Tribal Youth Gathering
Co-Chair, Lower Sioux Indian Community

Handwritten signature of Kate Perushek.

Kate Perushek
Minnesota Tribal Youth Gathering
Co-Chair, Governor's Office



State of Minnesota

The Governor's Minnesota Tribal Youth Gathering Steering Team
75 Rev. Dr. Martin Luther King Jr. Blvd • Saint Paul, Minnesota, 55155

ORDER SHEET: State Agencies

Name of Agency:

Agency Code:

Contact Name/Title:

Complete Address:

Phone:

Email:

_____ \$5,000 Eagle/Wambdi/Migizi Sponsorship

_____ \$4,000 Turtle/Keya/Mikinaak Sponsorship

_____ \$3,000 Bear/Mato/Makwa Sponsorship

_____ \$2,000 Wolf/ Šun̄ktok̄ca/Ma'iingan Sponsorship

_____ Other Contribution

The Minnesota Indian Affairs Council (MIAC) is acting as fiscal agent for the Minnesota Tribal Youth Gathering. Please submit this form to Executive Director Dennis Olson at dennis.w.olson@state.mn.us and MIAC will follow up with a SWIFT invoice to facilitate payment.

TRANSFERRED
FY19 FUNDS

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement is between the Office of MN.IT Services ("MNIT") and the Minnesota Office of Higher Education ("AGENCY").

Recitals

The Legislative Advisory Commission has approved the use of the funds transferred by this agreement for work specified in the underlying Information Technology project described below.

1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This project is one phase of an overall modernization and upgrade plan to address technology obsolescence within the AGENCY's application systems. This Phase of the modernization plan will allow for some systems to be updated to align with enterprise standards and to improve efficiencies, data quality, security, transparency, accessibility, and supportability, and to ensure that they align with the AGENCY's strategic goals.

Background: The AGENCY has specialized IT applications used on a regular basis to carry out its mission to students with financial aid programs and provide information to help them gain access to postsecondary education. The AGENCY also serves as the state's clearinghouse for data, research, and analysis on postsecondary enrollment, financial aid, finance, and trends. Many of the applications used for these functions are in legacy languages, on obsolete hardware, do not meet current security requirements, and are on unsupported operating systems/platforms.

3 Consideration and Payment

The AGENCY agrees to contribute \$350,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools ("SWIFT") system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.

4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

5 Authorized Representatives

The AGENCY'S Authorized Representative is Tim Geraghty, Chief Financial Officer, by phone at 651-259-3950, or by email Tim.geraghty@state.mn.us, or their successor.

MNIT's Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6 Amendments

Any amendment to this agreement must be in writing and will be effective upon approval and execution by the parties.

7 Liability

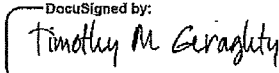
Each party is responsible for its own acts and behavior and the results thereof.

8 Termination

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

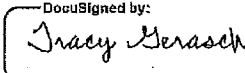
Signatures:

1. Minnesota Office of Higher Education
(With delegated authority)

By: 
DocuSigned by:
07DF1084D89C4C8...
Title: Chief Financial Officer

Date: 6/25/2019

2. Office of MN.IT Services
(With delegated authority)

By: 
DocuSigned by:
58BF08075AF6441...
Title: Procurement Director

Date: 6/25/2019

Certificate Of Completion

| | |
|--|--|
| Envelope Id: 4EFD6CDE884F488BADC208537FE101E8 | Status: Completed |
| Subject: Please DocuSign: FY20 Odyssey Fund Interagency Agreement (Higher Education) | |
| Source Envelope: | |
| Document Pages: 2 | Signatures: 2 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | Tracy Gerasch |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | Minnesota IT Services - Centennial Office Building |
| | 658 Cedar Street |
| | Saint Paul, MN 55155 |
| | Tracy.Gerasch@state.mn.us |
| | IP Address: 156.99.66.17 |

Record Tracking

| | | |
|--------------------------------------|--|--------------------|
| Status: Original | Holder: Tracy Gerasch | Location: DocuSign |
| 6/25/2019 3:11:42 PM | Tracy.Gerasch@state.mn.us | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Carahsoft OBO State of Minnesota Na2 | Location: DocuSign |

Signer Events

| Signer Events | Signature | Timestamp |
|---|---|---|
| Timothy M Geraghty tim.geraghty@state.mn.us Chief Financial Officer Security Level: Email, Account Authentication (None) | <p>DocuSigned by: <i>Timothy M Geraghty</i> 07DF1084D89C4C6...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.47.125.57</p> | <p>Sent: 6/25/2019 3:13:43 PM Viewed: 6/25/2019 3:23:23 PM Signed: 6/25/2019 3:25:28 PM</p> |

Electronic Record and Signature Disclosure:
Accepted: 6/25/2019 3:23:23 PM
ID: d8e3192d-27a3-4a31-9239-796167db2d00

| | | |
|---|--|---|
| Tracy Gerasch tracy.gerasch@state.mn.us Procurement Director Office of MNIT Services Security Level: Email, Account Authentication (None) | <p>DocuSigned by: <i>Tracy Gerasch</i> 58BF08075AF8441...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 156.99.66.17</p> | <p>Sent: 6/25/2019 3:25:30 PM Viewed: 6/25/2019 3:27:36 PM Signed: 6/25/2019 3:27:56 PM</p> |
|---|--|---|

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**

Lynette Podritz
 lynette.podritz@state.mn.us
 Contract Manager
 Office of MNIT Services
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 6/25/2019 3:27:58 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 6/25/2019 3:27:58 PM |
| Certified Delivered | Security Checked | 6/25/2019 3:27:58 PM |
| Signing Complete | Security Checked | 6/25/2019 3:27:58 PM |
| Completed | Security Checked | 6/25/2019 3:27:58 PM |

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO State of Minnesota Na2 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO State of Minnesota Na2:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: amy.luckmann@state.mn.us

To advise Carahsoft OBO State of Minnesota Na2 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at amy.luckmann@state.mn.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO State of Minnesota Na2

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to amy.luckmann@state.mn.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO State of Minnesota Na2

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to amy.luckmann@state.mn.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO State of Minnesota Na2 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO State of Minnesota Na2 during the course of your relationship with Carahsoft OBO State of Minnesota Na2.

MAD
MMB

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 43A.09 and 471.59, this is an agreement between Minnesota Management & Budget and the Office of Higher Education.

1. Services to be Performed:

The statewide recruiting unit will provide expertise and guidance to cabinet-level agencies in the filling of higher-level positions within the executive branch.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For OHE: Winnie Sullivan, Deputy Commissioner, or her successor, 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108.

2. Consideration and Terms of Payment:

In consideration for executive recruiting services provided, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST: \$3,254

Enter a FY19 appropriation transfer in SWIFT to accounting string:
Fund – 2001, FinDeptID – G1010000, ApprID – G100102

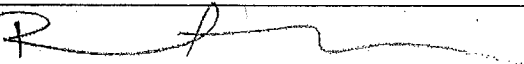
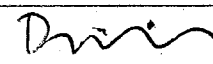
3. Term of Agreement:

This agreement is effective July 1, 2018, and shall remain in effect until June 30, 2019.

4. Amendments:

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

Approved:

| 1. Agency Signature | 2. Minnesota Management & Budget |
|---|--|
| By:  | By:  |
| Title: Accounting Manager | Title: CFO |
| Date: 8/2/2018 | Date: 8/3/18 |

MMB

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 43A.21 and 471.59, this is an agreement between Minnesota Management and Budget and Office of Higher Education.

1. Services to be Performed:

MMB will design and implement training and development programs for executive branch employees to promote individual, group, and agency efficiency and effectiveness. The programs will include but are not limited to mandatory training and development requirements.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For OHE: Winnie Sullivan, Deputy Commissioner, or her successor, 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108.

2. Consideration and Terms of Payment:

In consideration for the services provided, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST for FY 19= \$5,000

You will receive a quarterly invoice from MMB for 25% of this amount, beginning August 2018. Each quarterly invoice shall be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 20, 2018, and shall remain in effect until June 30, 2019.

4. Amendments:

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

Approved:

| | |
|--|----------------------------------|
| 1. Agency Signature | 2. Minnesota Management & Budget |
| By: <i>Thomas Sanford, Ph.D.</i> | By: <i>Trina</i> |
| Title: <i>Finance & Accountability Manager</i> | Title: <i>CEO</i> |
| Date: <i>7/19/18</i> | Date: <i>8/3/18</i> |

MMB



MAD Project Number: 2019-181 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Office of Higher Education

MAD Contact: Barbara Tuckner

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

| | | |
|--|------------------------------|---|
| Agency: <u>MOHE</u> | Fiscal Year: <u>2019</u> | Vendor Number: ID G100000000, Location 001 |
| Total Amount of Contract: \$19,600.00 | Amount of Contract First FY: | |
| Commodity Code: 80101500 | Commodity Code: | Commodity Code: |
| Object Code: | Object Code: | Object Code: |
| Amount: <u>\$19,600⁰⁰</u> | Amount: | Amount: |

| Accounting Distribution 1: | Accounting Distribution 2: | Accounting Distribution 3: |
|----------------------------|----------------------------|----------------------------|
| Fund: | Fund: | Fund: |
| Appr: | Appr: | Appr: |
| Org/Sub: | Org/Sub: | Org/Sub: |
| Rept Catg: | Rept Catg: | Rept Catg: |
| Amount: <u>*19600</u> | Amount: | Amount: |

Processing Information: (Some entries may not apply.)

Begin Date: 5-13-19

End Date: 12-31-19

Contract: 156896 4-30-19 CAP
Number/Date/Entry Initials

Order: 55824-30-19 CAP
Number/Date/Signatures

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

This is an agreement between the Office of Higher Education (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project 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: Barbara Tuckner Requesting Agency: Winnie Sullivan

3. Consideration and Terms of Payment:

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

Up to 140 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$19,600.00.

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

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

4. Condition of Payment:

All services provided by the Division 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:

This agreement is effective May 13, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representatives:

The Requesting Agency's authorized representatives for the purposes of this agreement are Winnie Sullivan. This person shall have final authority for accepting the Division'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, the Division 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 the Division 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. Requesting Agency | 2. Management Analysis and Development |
|-----------------------------------|--|
| By: <i>Winnie Sullivan</i> | By: <i>Renda E. Rapp</i> |
| Title: <i>Deputy Commissioner</i> | Title: <i>Business Manager</i> |
| Date: <i>April 29, 2019</i> | Date: <i>April 29, 2019</i> |



**MANAGEMENT
AND BUDGET**
MANAGEMENT ANALYSIS
AND DEVELOPMENT

Proposal

Office of Higher Education—Organization Re-design
April 22, 2019

Proposal prepared by:
Barbara Tuckner
651-259-3811
barbara.tuckner@state.mn.us

Enterprise Director, Management Analysis and Development (MAD)

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

MAD is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

The Office of Higher Education's (OHE) primary role is to coordinate policy between the state's public, private non-profit, and for-profit colleges and universities operating in the state. In the past few years the agency has refreshed its strategic plan and is ready to restructure parts of the organization to drive higher levels of collaboration, role clarity, and effectiveness in service of OHE's mission.

MAD has been asked to facilitate a series of sessions that will yield an organization re-design for OHE. An internal change team identified by OHE's commissioner will develop the re-design and identify support needed for those units most impacted by the change.

Products

The following elements would be delivered to OHE as a result of this project:

- A statement of a desired end-state the re-design will help shape.
- A draft of an organization re-design.
- A change plan that details support that may be needed given the re-design.
- Customized change support as change

Activities, Timeline, and Project Costs

The overall timeline for the project would be May 1, 2019 (or when the interagency agreement is signed) through December 31, 2019. If the interagency agreement is not signed by April 30, 2019, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

| Activities | Hours |
|--|-------|
| Meet with OHE commissioner and deputy commissioner to confirm project outcomes, clarify approach, and identify internal change team members to help drive the process. Compile approach notes and communications accordingly. | 4 |
| Design, facilitate, and compile notes from a two-hour work session with the internal change team to clarify the need to change the current structure, and identify the desired end-state. | 10 |
| Design, facilitate, and compile notes from two four-hour work sessions with the internal change team to re-design OHE in alignment with the desired end-state. | 40 |
| Design, facilitate, and compile a change plan from a three-hour work session with the internal change team that details unit and organization-wide communication and transition support necessary given the new design. Prepare communication documents as needed. | 15 |
| Support transitional change efforts as needed. Support may include activities to re-orient teams, identify roles under the new structure, review processes for effectiveness, and conduct one-on-one coaching. | 50 |

| Activities | Hours |
|--|-----------------|
| Subtotal | 119 |
| Project management, including client communication (18%) | 21 |
| Total hours | 140 |
| Total costs: (140 hours times \$140) | \$19,600 |

Clients and Consultants

The primary client contact would be Winnie Sullivan. The MAD project lead would be Barbara Tuckner; other MAD consultants may also provide services to the client.

Client Responsibilities

1. Provide internal strategy planning documents to the consultant.
2. Schedule meetings with the internal change team and other staff as needed.
3. Schedule meeting space for work sessions.
4. Commit to the work plan project and communicate progress to staff continuously.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget—approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

MN SCU
 1437628
 131569 V# 0000215893
 2040
 PO 5066

STATE OF MINNESOTA
 AMENDMENT #1 for Contract # ~~131569~~ 143262

| | | | |
|-------------------------------------|------------------------|------------------------------|------------------|
| Contract Start Date: | <u>August 15, 2017</u> | Total Contract Amount: | <u>\$607,600</u> |
| Original Contract Expiration Date: | <u>June 30, 2018</u> | Original Contract: | <u>\$324,500</u> |
| Current Contract Expiration Date: | <u>June 30, 2018</u> | Previous Amendment(s) Total: | <u>\$0</u> |
| Requested Contract Expiration Date: | <u>June 30, 2020</u> | This Amendment: | <u>\$283,100</u> |

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Office of Higher Education ("State") and Minnesota State Colleges and Universities ("Minnesota State").

Recitals

1. The State has a Contract with Minnesota State College and Universities identified SWIFT **CONTRACT NUMBER ~~131569~~ 143262** ("Original Contract") to provide staffing and support for a new financial aid program, MN Reconnect which serves adults aged 25-44 who have dropped out of college to return and complete a certificate or associate degree.
2. The agreement is being amended in order for Minnesota State to provide the State additional support for two additional years as described in the Original Contract.
3. The State and the Grantee are willing to amend the Original Contract as stated below.

Contract Amendment

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

1 Term of Agreement

- 1.1 **Effective date:** August 15, 2017 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, 2018~~ June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2. "Scope of Work" is amended as follows:

2 Scope of Work

Project Overview

Approximately 36% of high school graduates who enroll in college do not complete a credential (21,000 students each year). These students are now working adults with some college credits, likely some debt but no postsecondary certificate or degree. Among all 25-44 year olds in Minnesota, approximately 10% (143,000) have earned some college credits, but no certificate or degree. In recent years, a number of initiatives have attempted to encourage certificate and degree completion among adult learners, specifically those students with some credits but no credential. The program structures have varied from financial assistance to degree completion programs. Many of these efforts have shown promising results but Minnesota has been unable to sustain and scale these efforts statewide.

To ensure success and sustainability in increasing educational attainment levels among adult learners, the four barriers Minnesota must overcome are financial aid sufficiency, outreach, student services, and wrap-

around supports.

Funding from the Lumina Foundation

OHE and Minnesota State Colleges & Universities partnered to submit a request for funding to the Lumina Foundation in March 2017 to fund a new program called the Minnesota State Returning Scholars MN Reconnect program. Minnesota State Returning Scholars MN Reconnect targets former students aged 25-44 who have completed 50%15 or more credits of a certificate or degree program in order to facilitate re-enrollment in college and certificate/degree completion. The program has four components: targeted outreach and re-enrollment, system navigation and support, targeted financial assistance/information, and program evaluation. Lumina Foundation approved funding for Minnesota's proposal in June 2017 for the period July 2017-June 2018. Funding for future years is contingent upon OHE and Minnesota State securing matching funds. This interagency agreement, and subsequent amendment, covers the period July 2017-June 2018 June 2020.

Scope of Work July 2017-June 2018

The July 2017-June 2018 time period comprises the ramp-up period for the Minnesota State Returning Scholars MN Reconnect program. Work to be completed during this time period encompasses the following duties and deliverables:

1. Advisory Committee

Minnesota State will take the lead in the formation of an Advisory Committee beginning in September 2017, including member recruitment, charter development, and serving on/staffing the Advisory Committee. The Advisory Committee will develop final eligibility requirements, determine if eligibility criteria can be adapted to directly address disparities in enrollment and completion by race/ethnicity, identify pilot institutions, and other project needs as identified by Minnesota State and OHE project staff.

Deliverables: Advisory Committee Charter, Advisory Committee membership list, Advisory Committee activities report (due each invoice period)

Requirements: Advisory Committee will meet at a minimum twice between August 1, 2017 and December 31, 2017 and twice between January 1, 2018 and June 30, 2018.

2. Program Design

Minnesota State will develop the final program design encompassing targeted outreach and re-enrollment, system navigation and student services with support from OHE.

Deliverables: Program Design activities report

3. Outreach

In order to re-enroll targeted prospective students, Minnesota State will develop automated outreach strategies. Activities in this area include:

- IT/research support for identifying prospective students for targeted outreach
- Development of a communications plan for personalized outreach to prospective students announcing their eligibility to become a Returning Scholar (postcard, emails, phone contact), and
- Assistance with design Design of a re-enrollment website tailored to Returning Scholars MN Reconnect.

Deliverables: Report of identification of prospective students, Communications plan, Website design

4. Program staffing

Minnesota State will develop a staffing plan in collaboration with campus partners. Staffing will include System/Site Coordination and Navigators.

System/Site Coordination: The Site Coordination role will be staffed by employees of Minnesota State. This position will support the project by coordinating with colleges and OHE, assist OHE in obtaining state matching funds, solicit private matching funds and in-kind donations, manage the ~~Returning~~ Scholars MN Reconnect communications and outreach process, assist campuses with advising, technical assistance and communications, staff the Advisory Committee, and assist OHE with needs related to project evaluation.

Navigators: The Navigator role will be staffed by Minnesota State or the partnering colleges. This position will support the project by doing outreach and initializing contact with prospective applicants, serve as the institutional point person, assist the student in navigating the institutional systems needed for their success, check-in with the student and provide advising, collaborate with Academic Advisors, work with the student to determine needs and to connect the student to resources and community services required to successfully complete their program (e.g. SNAP, Child Care, WIC, MFIP/TANF, Transportation assistance, Emergency housing/housing assistance, food shelves), develop relationships with community and life resources/organizations, and develop additional online resources to facilitate scalability of the program statewide in support of post-grant sustainability.

5. Evaluation Planning

Minnesota State will assist in OHE in the formation of the program evaluation design and execution plan.

6. Securing Emergency Assistance and Institutional Incentive Funding

Minnesota State will assist institutional partners in designing emergency assistance strategies for the targeted population and identifying potential institutional incentives for targeted students as described in the proposal (Attachment 2).

7. Securing State Matching Funds

Minnesota State will assist OHE in securing state matching funds and legislative authority for the program as described in the proposal (Attachment 2).

Requirements: Minnesota State will deliver testimony at the Legislature in support of OHE's funding proposal, if requested by OHE.

8. Reporting

Minnesota State will assist OHE in submitting required reporting to the Lumina Foundation in compliance with conditions of the grant.

Scope of Work July 2018-December 2019

The July 2018-June 2020 time period comprises first and second year of the MN Reconnect program. Work to be completed during this time period encompasses the following duties and deliverables:

9. Program Startup and Management

Minnesota State will oversee program startup, funding for colleges, and assist colleges in implementing the program as designed to meet targeted outreach and re-enrollment, system navigation and student services. This includes managing activities for a Community of Practice for Adult Learners across a variety of Minnesota institutions to learn about, develop and adapt programs and policies to better meet adult learner needs. OHE will provide staff support as requested by Minnesota State.

Deliverables: First Year Program activities report, Communities of Practice for Adult Learners report

10. Outreach

In order to re-enroll targeted prospective students, Minnesota State will develop outreach strategies. Activities in this area include:

- IT/research support for identifying prospective students for targeted outreach
- Strategies for outreach to prospective students announcing their eligibility for MN Reconnect,
- Identification of barriers to re-enrollment and completion for adult learners and strategies for overcoming identified barriers, and
- Advising OHE on policy and programs related to Adult learners, specifically around issues of access, retention, completion and financial aid.

Deliverables: Annual Program activities report

11. Program staffing

Minnesota State will develop a staffing plan in collaboration with campus partners. Staffing will include System/Site Coordination and Navigators.

System/Site Coordination: The Site Coordination role will be staffed by employees of Minnesota State. This position will support the project by coordinating with colleges and OHE, assist OHE in obtaining state matching funds, solicit private matching funds and in-kind donations, assist OHE in managing the MN Reconnect communications and outreach process, assist campuses with advising, technical assistance and communications, manage the project team made up of campus and OHE staff, and assist OHE with needs related to project evaluation.

Navigators: The Navigator role will be staffed by the partnering colleges. This position will support the project by doing outreach and initializing contact with prospective applicants, serve as the institutional point person, assist the student in navigating the institutional systems needed for their success, check-in with the student and provide advising, collaborate with Academic Advisors, work with the student to determine needs and to connect the student to resources and community services required to successfully complete their program (e.g. SNAP, Child Care, WIC, MFIP/TANF, Transportation assistance, Emergency housing/housing assistance, food shelves), develop relationships with community and life resources/organizations, and develop additional online resources to facilitate scalability of the program statewide in support of post-grant sustainability.

12. Evaluation Planning

Minnesota State will assist in OHE in the formation of the program evaluation design and execution plan.

13. Securing Emergency Assistance and Institutional Incentive Funding

Minnesota State will assist institutional partners in designing emergency assistance strategies for the targeted population and identifying potential institutional incentives for targeted students as described in

the proposal (Attachment 2).

14. Securing State Matching Funds

Minnesota State will assist OHE in securing state matching funds and legislative authority for the program as described in the proposal (Attachment 2).

Requirements: Minnesota State will deliver testimony at the Legislature in support of OHE's funding proposal, if requested by OHE and not in conflict with Minnesota State Board of Trustee legislative priorities.

15. Reporting

Minnesota State will assist OHE in submitting required reporting to the Lumina Foundation in compliance with conditions of the grant.

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

3 Consideration and Payment

Minnesota State will invoice OHE for work completed as follows:

1. Advisory Committee

Minnesota State will be compensated for travel/mileage paid for advisory committee, direct meeting costs, parking, and catering for working meetings. Total expenses for the Advisory Committee expenses shall not exceed ~~\$5,000~~ 0 between August 1, 2017-December 31, 2017, and ~~\$5,000~~ 3,000 between January 1, 2018-June 30, 2018, and ~~\$5,000~~ 0 between July 1, 2018-June 30, 2020.

2. Program Design

Minnesota State will not be compensated by OHE for work related to program design.

3. Outreach

Minnesota State will be compensated for Outreach expenses up to ~~\$25,000~~ 0 between August 1, 2017-December 31, 2017 and up to an additional ~~\$50,000~~ 0 between January 1, 2018-June 30, 2018.

4. Program staffing

a. System/Site Coordination: Minnesota State will be compensated for site coordination including salary and fringe benefits, and related expenses. Expenses in this area shall not exceed ~~\$69,500~~ 157,500 between January 1, 2018-~~June 30, 2018~~ June 30, 2020.

b. Navigators: Minnesota State will be compensated for navigator services including salary and fringe benefits, and related expenses. Expenses in this area shall not exceed ~~\$170,000~~ \$442,100 between January 1, 2018-~~June 30, 2018~~ June 30, 2020.

5. Evaluation Planning

Minnesota State will not be compensated by OHE for work related to evaluation planning.

6. Securing Emergency Assistance and Institutional Incentive Funding

Minnesota State will not be compensated by OHE for work related to securing emergency assistance and institutional incentive funding.

7. *Securing State Matching Funds*

Minnesota State will not be compensated by OHE for work related to securing state matching funds.

8. *Reporting*

Minnesota State will not be compensated by OHE for work related to required reporting to the Lumina Foundation in compliance with conditions of the grant.

At a minimum, Minnesota State will submit invoices to OHE for work performed for the period ending December 31, 2017 and ~~June 30, 2018~~ June 30, 2020. Minnesota State may choose to submit invoices more frequently, not to exceed once per month. Minnesota State can invoice OHE for college staffing costs ~~up to 10% of the obligation per payment period~~ upon execution of contract. Minnesota State is required to submit invoices to document staffing costs.

The total obligation of OHE for all compensation and reimbursements to Minnesota State under this agreement will not exceed ~~\$324,500~~ 607,600 as described above and shown in Attachment 1.

Revision 4. Clause 4. "Conditions of Payment" is amended as follows:

4 Conditions of Payment

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

Payments under this agreement will be made from private funds obtained by OHE from the Lumina Foundation grant #10136. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by OHE to Minnesota State. In the event of any such termination, Minnesota State shall be entitled to payment determined on a pro rata basis for services satisfactorily performed to the extent that funds are available.

Payments under this Agreement will be during ~~two~~ three payment periods. Period one is August 1 to December 31, 2017. Period 2 is January 1 to June 30, 2018. Period 3 is July 1, 2018 to June 30, 2020. These payment periods correspond to availability of funds from the Lumina Foundation.

Revision 5. Clause 5. "Authorized Representative" is amended as follows:

5 Authorized Representative

Minnesota State's Authorized Representative is ~~Mary Rotheild, Senior System Director, Workforce Development~~ Paul Shepherd, System Director for Student Development and Student Services, Student Affairs, Minnesota State Colleges and Universities, 30 7th Street East, Suite 350, Saint Paul, MN 55101, 651.201.1672, mary.rotheild@minnstate.edu, or his/her successor.

OHE's Authorized Representative is Meredith Fergus, Manager Financial Aid Research / SLEDS Coordinator, Minnesota Office of Higher Education, 1450 Energy Park Drive #350, Saint Paul, MN 55108, 651-259-3963, meredith.fergus@state.mn.us, or his/her successor.

The Original Contract and any previous amendments are incorporated into this amendment by reference.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

2. MINNESOTA OFFICE OF HIGHER EDUCATION

By: _____
(With delegated authority)

Title: Chief Financial Officer

Date: _____

3. MINNESOTA STATE COLLEGES & UNIVERSITIES

By: _____
(With delegated authority)

Title: _____

Date: _____

Attachment 1
Authorized Compensation and Reimbursements

| Work | Period 1: August 1 to December 31, 2017 | Period 2: January 1 to June 30, 2018 | <u>Period 3: July 1, 2018 to June 30, 2020</u> |
|--|---|--|--|
| Advisory Committee | \$5,000 <u>0</u> | \$5,000 <u>3,000</u> | \$5,000 |
| Program Design | \$0 | \$0 | \$0 |
| Outreach | \$25,000 <u>0</u> | \$50,000 <u>0</u> | \$0 |
| Program Staffing: System/Site Coordination | \$0 | \$69,500 | \$88,000 |
| Program Staffing: Navigators | \$0 | \$170,000 | \$272,100 |
| Evaluation Planning | \$0 | \$0 | \$0 |
| Securing Emergency Assistance and Institutional Incentive Funding | \$0 | \$0 | \$0 |
| Securing State Matching Funds | \$0 | \$0 | \$0 |
| Reporting | \$0 | \$0 | \$0 |
| Total Obligation | \$30,000 <u>0</u> | \$294,500 <u>242,500</u> | <u>\$365,100</u> |

Scanned

PO 5064
0000215893

STATE OF MINNESOTA
AMENDMENT #2 for Contract # 131569 143262

| | | | |
|-------------------------------------|------------------------|------------------------------|------------------|
| Contract Start Date: | <u>August 15, 2017</u> | Total Contract Amount: | <u>\$642,600</u> |
| Original Contract Expiration Date: | <u>June 30, 2018</u> | Original Contract: | <u>\$324,500</u> |
| Current Contract Expiration Date: | <u>June 30, 2020</u> | Previous Amendment(s) Total: | <u>\$283,100</u> |
| Requested Contract Expiration Date: | <u>June 30, 2020</u> | This Amendment: | <u>\$35,000</u> |

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Office of Higher Education ("State") and Minnesota State Colleges and Universities ("Minnesota State").

Recitals

1. The State has a Contract with Minnesota State College and Universities identified SWIFT **CONTRACT NUMBER 131569 143262** ("Original Contract") to provide staffing and support for a new financial aid program, MN Reconnect which serves adults aged 25-44 who have dropped out of college to return and complete a certificate or associate degree.
2. The agreement is being amended in order for Minnesota State to provide the State additional support for two additional years as described in the Original Contract.
3. The State and the Grantee are willing to amend the Original Contract as stated below.

Contract Amendment

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

1 Term of Agreement

- 1.1 *Effective date:* August 15, 2017 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, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

2 Consideration and Payment

Minnesota State will invoice OHE for work completed as follows:

1. *Advisory Committee*
Minnesota State will be compensated for travel/mileage paid for advisory committee, direct meeting costs, parking, and catering for working meetings. Total expenses for the Advisory Committee expenses shall not exceed \$0 between August 1, 2017-December 31, 2017, \$3,000 between January 1, 2018-June 30, 2018, and \$5,000 between July 1, 2018-June 30, 2020.
2. *Program Design*
Minnesota State will not be compensated by OHE for work related to program design.
3. *Outreach*
Minnesota State will be compensated for Outreach expenses up to \$0 between August 1, 2017-

December 31, 2017 and up to an additional \$0 between January 1, 2018-June 30, 2018. Minnesota State may be compensated up to \$35,000 (\$8,750 per college) for outreach expenses incurred by the college between August 1, 2017 and June 30, 2020.

4. *Program staffing*

- a. *System/Site Coordination:* Minnesota State will be compensated for site coordination including salary and fringe benefits, and related expenses. Expenses in this area shall not exceed \$157,500 between January 1, 2018- June 30, 2020.
- b. *Navigators:* Minnesota State will be compensated for navigator services including salary and fringe benefits, and related expenses. Expenses in this area shall not exceed \$442,100 between January 1, 2018- June 30, 2020.

5. *Evaluation Planning*

Minnesota State will not be compensated by OHE for work related to evaluation planning.

6. *Securing Emergency Assistance and Institutional Incentive Funding*

Minnesota State will not be compensated by OHE for work related to securing emergency assistance and institutional incentive funding.

7. *Securing State Matching Funds*

Minnesota State will not be compensated by OHE for work related to securing state matching funds.

8. *Reporting*

Minnesota State will not be compensated by OHE for work related to required reporting to the Lumina Foundation in compliance with conditions of the grant.

At a minimum, Minnesota State will submit invoices to OHE for work performed for the period ending December 31, 2017 and June 30, 2020. Minnesota State may choose to submit invoices more frequently, not to exceed once per month. Minnesota State can invoice OHE for college staffing costs upon execution of contract. Minnesota State is required to submit invoices to document staffing-all costs.

The total obligation of OHE for all compensation and reimbursements to Minnesota State under this agreement will not exceed ~~\$607,600~~ \$642,600 as described above and shown in Attachment 1.

The Original Contract and any previous amendments are incorporated into this amendment by reference.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 8-7-18

2. MINNESOTA OFFICE OF HIGHER EDUCATION

By: [Signature]
(With delegated authority)

Title: Chief Financial Officer Accounting Manager

Date: 08/07/2018

3. MINNESOTA STATE COLLEGES & UNIVERSITIES

By: [Signature]
(With delegated authority)

Title: Senior Vice Chancellor

Date: 8/2/18

Attachment 1
Authorized Compensation and Reimbursements

| Work | Period 1: August 1 to December 31, 2017 | Period 2: January 1 to June 30, 2018 | <u>Period 3: July 1, 2018 to June 30, 2020</u> |
|--|---|--|--|
| Advisory Committee | \$0 | \$3,000 | \$5,000 |
| Program Design | \$0 | \$0 | \$0 |
| Outreach | \$0 | \$0 <u>10,000</u> | \$0 <u>25,000</u> |
| Program Staffing: System/Site Coordination | \$0 | \$69,500 | \$88,000 |
| Program Staffing: Navigators | \$0 | \$170,000 | \$272,100 |
| Evaluation Planning | \$0 | \$0 | \$0 |
| Securing Emergency Assistance and Institutional Incentive Funding | \$0 | \$0 | \$0 |
| Securing State Matching Funds | \$0 | \$0 | \$0 |
| Reporting | \$0 | \$0 | \$0 |
| Total Obligation | \$0 | \$242,500 <u>252,500</u> | \$365,100 <u>390,100</u> |

Edw/c

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the **Minnesota Department of Education (MDE)**, 1500 Highway 36 West Roseville, MN 55113, and the **Minnesota Office of Higher Education (OHE)**, 1400 Energy Park Drive, Suite 350, St. Paul, Minnesota 55108.

Agreement

1. Term of Agreement

- 1.1 **Effective date:** Upon execution, the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Expiration date:** June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first

2. Scope of Work

This document represents an agreement between MDE and OHE for the purpose of fulfilling Executive Order 15-14 directing implementation of the Minnesota Continuity of Government Plan at either agency's office. Specifically, this agreement represents the Continuity of Operations Plan (COOP), for the continuation of state essential functions under all circumstances if an emergency arises for either state agency.

2.1. Either agency, MDE or OHE, will:

- 2.1.1. Provide contacts available twenty-four (24) hours per day, seven days per week, to arrange either state agency access to space at the other state agency's office after hours, on weekends, or on holidays in the event of a disaster.
 - 2.1.1.1. MDE has approximately 30-40 staff that would need accommodations and OHE has approximately 10-15 staff that would need accommodations.
- 2.1.2. Accept a phone call from mutually agreed upon person(s) listed as Authorized Representative(s) for either state agency as an official notification/declaration of an emergency.
- 2.1.3. Provide access to training and/or conference rooms at either MDE, located at 1500 Highway 36 West, Roseville, MN 55113, or OHE located at 1400 Energy Park Drive, Suite 350, St. Paul, Minnesota 55108 within 24 hour of a declared disaster.
 - 2.1.3.1. The summary information on MDE's available spaces is indicated in Attachment A, which is attached and incorporated into this agreement.
 - 2.1.3.2. The building layout for OHE is indicated in Attachment B, which is attached and incorporated into this agreement.
- 2.1.4. Provide access to respective MDE or OHE agency staff to non-public areas of the building upon completion of applicable security agreements for building access badges.
- 2.1.5. Coordinate between MDE and OHE to conduct a building familiarization walk-through at MDE and OHE within 90 days of the execution of this agreement and upon notification of and approval from both agencies authorized representatives.
- 2.1.6. Coordinate with MDE and OHE to conduct up to two 12-hour training exercises at both agencies each year in order to test this business continuity plan. The parties' authorized representatives and/or delegated representatives will coordinate the training exercises in order to minimize disruption to both agencies.
- 2.1.7. Agencies may test their ability to utilize the network connectivity with 30-day notification of and approval from either agencies' authorized representative(s) to schedule the use of these rooms.
- 2.1.8. OHE may conduct up to two 12-hour training exercises at MDE each year in order to test the OHE business continuity plan. The parties' authorized representatives and/or delegated representatives will coordinate the training exercises in order to minimize disruption to MDE and

adequately test the OHE plan.

- 2.1.9. MDE may conduct up to two 12-hour training exercises at OHE each year in order to test the MDE business continuity plan. The parties' authorized representatives and/or delegated representatives will coordinate the training exercises in order to minimize disruption to OHE and adequately test the MDE plan.

3. Secondary Plan

In the event the disaster impacts both agencies' offices space, support services at MDE will first be dedicated to MDE's operations and priorities and OHE will first be dedicated to OHE's operations and priorities. Assistance to OHE will be provided when MDE operational needs have been met and resources become available to provide access to OHE.

4. Internet Access and MN.IT Services

4.1 OHE will supply and support its own devices, workstations, and equipment while at MDE. To enable the site, OHE will require:

4.1.1 Wired, throttled VLAN connectivity (at least 10MB/s constant bandwidth) for approximately 10-15 on site staff, including assistance in configuring VPN services. MDE wireless network access and passcodes provided as available.

4.1.2 OHE will contract with MN.IT as needed for any additional Information Technology (IT) services.

4.2 MDE will supply and support its own devices, workstations, and equipment while at OHE. To enable the site, MDE will require:

4.2.1 Adequate wired internet connectivity (at least 10MB/s constant bandwidth) for approximately 30 staff, including assistance in configuring VPN services.

4.2.2 MDE will contract with MN.IT, as needed for Information Technology (IT) services.

4.3 Additional specifications are contained in the MN.IT Services SLA and Continuity Plan documents by reference.

5. Consideration and Payment

5.1 The consideration for this agreement is not monetary; instead it is the mutual promises of the parties contained herein. In the event of an actual business disruption incident requiring either agency to use the space at the other agency's location identified in **Attachments A & B**, which are attached and incorporated into this agreement, each agency will be responsible for managing its own costs.

5.2 Nothing in this agreement obligates the other party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby, except as expressly provided in this agreement. Reasonable costs associated with activation related to employee labor, contracted vendors (i.e. telecommunications, cabling, furniture configurations, video conferencing, equipment purchases to meet REQUESTING AGENCY needs, etc.) will be borne by the REQUESTING AGENCY.

5.3 Should it become necessary to occupy MDE space for a period of time exceeding thirty (30) days, MDE and OHE authorized representatives will discuss costs that may be involved with continued use of MDE assets. Should costs be incurred by MDE, an amendment to this agreement would be required.

5.4 Should it become necessary to occupy OHE space for a period of time exceeding thirty (30) days, OHE and MDE authorized representatives will discuss costs that may be involved with continued use of OHE assets. Should costs be incurred by OHE, an amendment to this agreement would be required.

6. Authorized Representatives

The following persons will be contact(s) for all matters concerning this agreement. If any of the identified contacts or their contact information changes during the course of this agreement, notification must be

provided to the other agency within one working day.

| | | | |
|--|--|---|--|
| | Minnesota Department of Education | Minnesota Office of Higher Education | MN.IT |
| Authorized Representatives and Primary Contacts: | Charlene Briner, or her successor Deputy Commissioner Work: 651-582-1145 Cell: 952-456-1282 Charlene.Briner@state.mn.us | Timothy Geraghty, or his successor Chief Financial Officer Work: 651-259-3950 Cell: 651-319-1035 Home: 651-459-6790 Timothy.Geraghty@state.mn.us | Matthew Poret, or his successor Chief Information Officer Work: 651-582-8804 Cell: 651-271-8443 Matthew.Poret@state.mn.us |
| Authorized Representatives and Primary Contacts: | Denise Anderson, or her successor Chief Financial Officer Work: (651) 582-8560 Cell: 651-208-0748 Denise.Anderson@state.mn.us | Diane O'Connor, or her successor Deputy Commissioner Work: 651-259-3922 Cell: 612-718-4312 Diane.OConnor@state.mn.us | James Kauth, or his successor MN.IT Operations Supervisor Work: 651-582-8533 Cell: 612-202-9740 James.Kauth@state.mn.us |

7. 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.

8. Liability

Both agencies' employees shall adhere to all statewide policies and procedures as published by and available on Minnesota Management and Budget's website. OHE employees shall adhere to MDE's Emergency Action Plan, Attachment C, which is attached and incorporated into this agreement. MDE will provide OHE the most current Emergency Action Plan upon its implementation. Each party will be responsible for its own acts and behavior and the results thereof.

9. 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.

Signed: Jennifer A. Bury

Date: Sept. 9, 2016

SWIFT contract # 115064

3. MINNESOTA DEPARTMENT OF EDUCATION

By: [Signature]
(with delegated authority)

Title: Agency Finance Director

Date: 9/13/16

2. MINNESOTA OFFICE OF HIGHER EDUCATION

By: [Signature]
(With delegated authority)

Title: CFD

Date: 9/9/2016

Attachment A
MDE's general building information

Continuity of Operations Plan (COOP) for both MDE and OHE

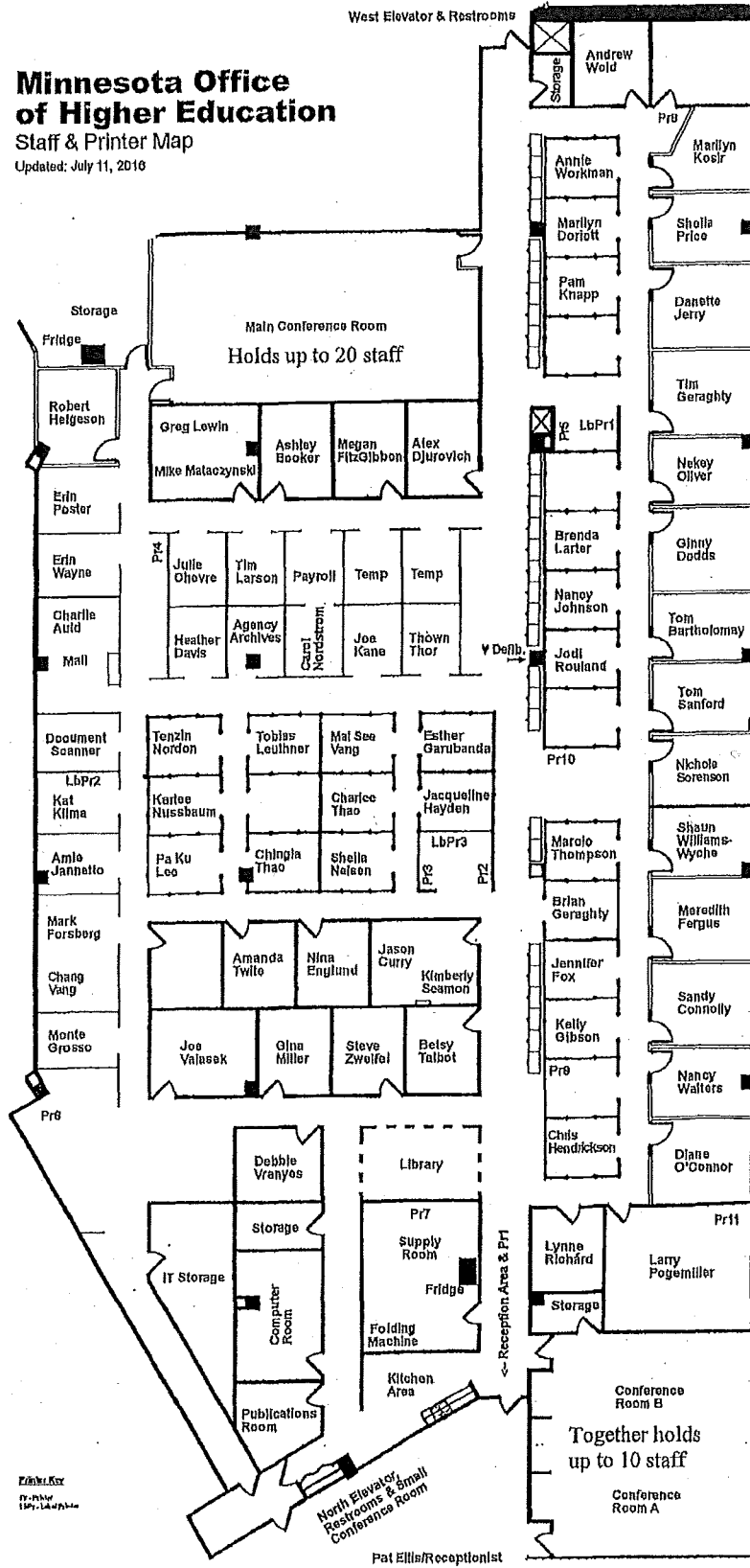
| Type of Service | Configuration | Equipment Needed | Restrictions | MDE Contact |
|--|---|---|--|---|
| Conference Room | Capacity for up to 25 people | Table, Phone, Screen Projector | | MDE Authorized Representative(s) |
| Conference Room | Capacity up to 12 people | Table, White Board | | MDE Authorized Representative(s) |
| Room | Capacity for at least 18 employees with work stations | | MDE will assist in providing a designated workroom. | MDE Authorized Representative(s) |
| Room | Capacity for up to 5 employees with work stations | | MDE will assist in providing a designated workroom. | MDE Authorized Representative(s) |
| Training lab with 12 – 14 workstations | Training Labs with 12-14 Workstations | Training Labs H-2 or H-3 (either holds up to 14 workstations) | Use of MDE training Labs may be scheduled in increments of up to three continuous days. Previously scheduled MDE events shall not be supplanted. | MDE Authorized Representative(s) and, Director of Communications Division |
| Parking | Space for 25 vehicles | Parking Passes | OHE Employees may park in spots reserved for visitors. OHE Employees should not use staff parking spaces. | MDE Authorized Representative(s) and, Security (parking passes) |
| Building Access | | Security Passes | OHE Employees must have OHE State Identification to obtain a Security Pass. Security passes may only be used by the person assigned to the pass. | MDE Authorized Representative(s) and, HR (building pass) |

Minnesota Office of Higher Education

Staff & Printer Map

Updated: July 11, 2016

Attachment B OHE's Office Layout



Attachment C

MDE's Emergency Action Plan

Introduction

This plan is designed to provide guidelines for responding to emergencies within the Department of Education (MDE). Remember, not all emergencies fall within the parameters of a defined plan; sometimes individual judgment will be your best guide. Your preparedness, awareness and self-discipline are keys to an orderly and safe emergency response. This plan is designed to provide the employees of MDE with the basic principles and procedures that should be used in the event of an emergency. The plan will provide:

- A chain of command to disseminate information and coordinate authority in time of emergency.
- The mechanism for training selected personnel in emergency procedures.
- An organized routine for evacuating all or part of the building.
- A list of alternative ideas and procedures to assist in the orderly handling of emergencies.

General Duties of Emergency Personnel

Security Officers

- Provide continuity of emergency administration within MDE.
- Primary authority for emergencies requiring medical, fire, or other assistance not contained within the individual units, divisions or buildings.

Building Emergency Director, Human Resources

- Primary authority for developing and maintaining the MDE building emergency plan, procedures and communications network.
- Primary authority for fire safety and evacuation requirements of the MDE building.
- Primary authority for issuing emergency and emergency-related information to MDE staff.

Building Emergency Coordinator: Tammy Funk, Human Resources

- Ensure that Emergency Monitor positions are always filled.
- Schedule meetings of Emergency Monitors and relay information pertaining to emergency routines or special instructions.
- Ensure that the testing and checking of emergency equipment is completed according to building safety regulations.
- Address issues related to emergency procedures for persons with disabilities by ensuring that employees have the opportunity to inform the agency of any special needs they may have.
- Ensure that the Emergency Action Plan is kept current and distributed to all employees.

- Ensure that Evacuation Route Maps are kept current and posted within MDE.
- Schedule periodic practice drills for evacuation and relocation procedures.
- Assist the Building Emergency Director in emergency situations.

Emergency Monitors

- Serve as a contact person for their area in the event of an emergency. Attached to this plan is a current list of Emergency Monitors.
- Assist the Security Officers during medical emergencies by keeping the immediate area clear of onlookers.
- Help to maintain clear aisles and stairwells during regular working hours as well as period of emergency.
- Keep employees in their area informed of safety procedures.
- Maintain an up-to-date roster of the employees they are responsible for and be able to account for those employees during an emergency.
- Identify and inform staff of evacuation routes and relocation areas. Designate a meeting site for employees.
- Be aware of persons with disabilities in their area and ensure they have designated "Buddies" and a plan for evacuation/relocation.
- Assist with evacuation/relocation procedures by ensuring all individuals in their assigned area have safely evacuated/relocated.
- Communicate any issues with evacuation/relocation procedures to the Building Emergency Coordinators.

"Buddies" for Persons with Disabilities

- Employees with disabilities will make the determination about how they want to be evacuated and will select two "buddies" to provide assistance to them during an emergency.
- Employees with disabilities and their "buddies" should form a plan to meet in a specific area of the workplace for all emergencies to eliminate lost time spent looking for each other before actually evacuating the area.

Employees

- Respond to emergency situations in a calm and orderly fashion.
- Familiarize yourself with the location of all exits from the building. Evacuation Routes are posted in various locations throughout the building and posted in the Operations Manual on the Intranet website.
- Move as quickly as possible to the pre-assigned meeting site during evacuation or relocation.

Emergency Procedures

Medical

If the situation is life threatening, designate someone in the area to call 911 (9-911) immediately. Send someone to the Main Lobby to guide the emergency personnel to the location of the emergency.

If the situation is not life threatening, call the Lobby desk at 651-582-8625 and provide the following details:

- The exact location in the building where the medical emergency is taking place.
- The symptoms of the victim.
- Your name and call back number.
- Any other requested information.

The Security Officer will determine whether emergency personnel need to be notified and will notify Human Resources of the emergency.

Support the victim's medical needs.

- For injury, do not move the victim; try to keep the victim still.
- For the locations of the nearest first aid kits refer to the signs posted by the storage cabinets.

If the emergency is due to a workplace injury, a First Report of Injury must be completed by the supervisor and forwarded to the Workers' Compensation Coordinator.

Severe Weather Warnings

Notice of weather-related threats (e.g., tornadoes, severe storms or blizzards), will usually be initiated by the National Weather Service (NWS). Both the NWS and local radio broadcasts are monitored by the Security Officers, the Building Emergency Director and Coordinators, and designated Emergency Monitors.

- The Building Emergency Director will assign designated Emergency Monitors to monitor weather conditions.
- Once they become aware of severe weather conditions they are to stay tuned to the emergency weather radios to be aware of current conditions and be prepared to assist in the relocation of staff.
- The Building Emergency Director is responsible for determining the need for relocation of all employees and visitors to safe areas. This decision will be communicated by an urgent e-mail message sent to all agency employees.
- Once an emergency warning to relocate is issued within the building, the Emergency Monitors are responsible for ensuring that this warning is communicated to staff and conference room participants located in their designated area.
 - The Security Officers are responsible for notifying staff and visitors in Conference Center B.
- Employees should proceed to an interior area of the building. Suggested areas in each part of the building are interior offices; conference rooms; restrooms; corridors and enclosed stairwells.
- In the EAST BUILDING on the lower level, the southern wall area (towards the front of the building) and the hallway areas by Conference Room J-1 would be the most protected.
- In the WEST BUILDING the Kitchen, Wellness Center, Sick Room, Distribution Center would be the most protected areas.
- In CONFERENCECENTER A, the hallway area near Conference Room 12, Kitchen, Wellness Center, Sick Room and Distribution Center or the conference rooms that do not have windows.
- In CONFERENCE CENTER B, the lobby area away from the entrance doors, or conference rooms that do not have windows would be the most protected areas.

- Due to the possibility of flying glass or debris, the atrium areas should be avoided. Elevators should not be used because of possible power outages.
- When the weather threat has passed, the Building Emergency Director or a Department Emergency Coordinator will issue the "all clear" and normal operations may resume.
- In the case of winter storms, all employees are asked to monitor WCCO Radio, 830 AM.
- The closure of state offices will be announced on the radio prior to shift start times.
- Closure after the start of the shift will be announced by the Building Emergency Director.
- Emergency Monitors should ensure that deaf employees are made aware of the closure of state offices (e.g., ensure that deaf employees have made arrangements with their supervisor, "buddies," relatives or friends to be contacted through the use of the Minnesota Relay Service at (800) 627-3529 or some other means).

Bomb Threat

If you receive a bomb threat, ask questions and attempt to determine:

- The location of the bomb.
- Time set for detonation.
- A description of the bomb.
- What type of explosive it is.
- Why the bomb was placed.
- Who placed the bomb (ask for the person's name or group).

Pay attention to:

- Background noises such as music, people talking, cars or trucks, airplane, children or babies, machine noise, typing, etc.
- Voice of the caller to help identify gender, age, whether under the influence of drugs or alcohol, etc.
- Once you have received a threat immediately call the Main Lobby Security Officer at 651-582-8625, or Conference Center B Security Officer at 651-582-8516 to report the information you have obtained.
- If necessary, the Building Emergency Director will determine the need to evacuate the building. This determination will be communicated by an e-mail message to all employees to immediately evacuate the building.

Fire

If you see fire or smoke and no alarm has been sounded, immediately call the Lobby desk at 651-582-8625 and report the location and nature of the fire. The Security Officer will then initiate the fire alarm.

When the building fire alarm sounds, follow these procedures.

- Immediately evacuate via the nearest emergency exit. Do not use elevators. Do not try to return to your office.
- Close all doors.
- Emergency Monitors are to assist with evacuation and ensure that all individuals in their assigned area have safely evacuated.

- "Buddies" are to ensure that employees with disabilities are aware of the emergency and will provide assistance to them in evacuating the building.
- The Building Emergency Director or Coordinator will issue an all-clear when informed by the fire department.

Building Security

Building Security Officers are available during the following hours:

Monday through Friday, 6 a.m.- 6 p.m.

Main Lobby Security Officer: 651-582-8625

Conference Center A Security Officer: 651-582-8762

Conference Center B Security Officer: 651-582-8516

MN Lottery

INTERAGENCY AGREEMENT FOR WORK AREA

This document represents an agreement between the Office of Higher Education, hereinafter referred to as the PROVIDING AGENCY and the Minnesota State Lottery, hereinafter referred to as the REQUESTING AGENCY for the purpose of setting forth terms and conditions that apply to providing training and/or conference rooms for use as work area recovery.

1. **RESPONSIBILITIES OF THE PARTIES:** The two parties recognize that the implementation of any agreed upon activity will depend upon the interests and availability of spaces and other resources. The work areas will be available to the REQUESTING AGENCY until other more permanent work areas can be identified and setup.

A. The PROVIDING AGENCY agrees to provide access to training rooms, conference rooms, computer labs and equipment resources if available including: workstations and computers and network access, in the building located at 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108-5227, as available in the event of a major interruption for continuity of operations and work area recovery within 24 hours after the REQUESTING AGENCY declares a disaster. The REQUESTING AGENCY declares a disaster for the divisions within REQUESTING AGENCY, as follows:

Minnesota State Lottery Payroll Staff

B. For the purposes of this agreement, a disaster or major work interruption is defined as any interruption that would render the Minnesota State Lottery headquarters facility unusable for an extended period of time, disrupts typical normal operations, and hinders the ability of the Department to deliver critical priority services to the state.

2. **CONTACTS:** PROVIDING AGENCY shall appoint contact personnel who will accept a phone call from a mutually agreed-upon person from the REQUESTING AGENCY as an official notification/declaration of a disaster. The person calling will provide their name, phone number and the nature of the incident. PROVIDING AGENCY agrees to have contact staff available 24 hours/day, seven days/week. The following persons will be the primary contact(s) for all matters concerning this agreement.

| PROVIDING AGENCY | REQUESTING AGENCY |
|---|---|
| Tim Geraghty, Chief Financial Officer 651-259-3950 (Work) 651-319-1035 (Cell) 612-642-0675 (Fax) | Carrie Nelson, Security Analyst 651-635-8256 (Work) 651-635-8255 (Guard Station) 651-592-3849 (Cell) |
| (Name/title) (Work) (Home) (Cell) | Anton Townie, CISO 651-635-8212 (Work) 651-635-8255 (Guard Station) 651-785-6425 (Cell) |

- a. The PROVIDING AGENCY representative will then begin preparing the site(s) for the REQUESTING AGENCY with guidance from the REQUESTING AGENCY.
- b. The PROVIDING AGENCY shall provide access to REQUESTING AGENCY staff to non-public areas of the building upon completion of applicable information security confidentiality agreements.
- c. To the extent feasible, the PROVIDING AGENCY shall provide support to the REQUESTING AGENCY.
- d. In the event the disaster impacts both the PROVIDING AGENCY and the REQUESTING AGENCY, space and support services will be dedicated first to the PROVIDING AGENCY operations and priorities. Assistance to the REQUESTING AGENCY will be provided when PROVIDING AGENCY operational needs have been met and resources become available.

3. EFFECTIVE DATES: This agreement is effective upon the date it is signed by both parties and will automatically renew on July 1 of every year, unless one of the parties indicates by written notice to the other parties not less than thirty (30) days prior to July 1 that it does not intend to renew.
4. INTERAGENCY AGREEMENT AUTHORIZATION: Pursuant to Minnesota Statutes 1992, Section 471.59, Sections 16B.48, subd. 2(7), REQUESTING and PROVIDING AGENCIES are authorized to enter into interagency agreements.
5. 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.
6. CANCELATION: The parties may cancel this agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.
7. FACILITIES AND SERVICES TO BE PROVIDED: The PROVIDING AGENCY shall provide the following at the Work Area Recovery Site:
 - A. Room Needs:
 - Capacity for up to 2 persons (numbers will vary based on location of incident)
 - Conference room space
 - B. Security Needs: PROVIDING AGENCY will work with the REQUESTING AGENCY to meet their security needs
 - C. Technology and Support Needs:
 - VOIP phones if available
 - #1 PC
 - Access to various printer / fax / copier models
 - Access to SWIFT application
 - Electrical capacity for personal computers and printers.
 - Allow cellular phone use.
 - D. General Needs:
 - Access to the areas of the building where the alternate work areas are located, and will provide badges or door keys to the REQUESTING AGENCY to secure/lock the work area provided.
 - Will allow only REQUESTING AGENCY authorized personnel into work areas designated for use by the REQUESTING AGENCY.
 - Provide access to restroom and cafeteria
 - Access to available parking
 - To the extent feasible and so as not to disrupt normal business functions, the PROVIDING INSTITUTION may provide any other available public or non-restricted work areas and operational support the REQUESTING AGENCY(S) may need during the disaster.
 - E. Other Needs and Considerations:
8. TESTING: The PROVIDING INSTITUTION, as mutually agreed with the REQUESTING AGENCY, shall allow for one test—up to six (6) hours in duration to perform test recovery per year. If more test time is needed, the PROVIDING INSTITUTION will try to accommodate the request. The PROVIDING INSTITUTION will require 30 day notification for use of the conference room(s) or other space in room(s) that at a time in when the room(s) are available to be scheduled for testing by the REQUESTING AGENCY.
9. COSTS: The consideration for this agreement is not monetary; instead it is the mutual promises of the parties contained herein. Each institution will be responsible for managing its own costs. Nothing in this MOU obligates the other party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby, except as expressly provided in this

MOU. Reasonable costs associated with activation and on-going operational expenses related to employee labor, contracted vendors (i.e. telecommunications, cabling, furniture configurations, video conferencing, equipment purchases to meet REQUESTING AGENCY(S) needs, etc.) will be borne by the REQUESTING AGENCY.

10. **LIABILITY:** Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDING INSTITUTION and the REQUESTING AGENCY's liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.736, and other applicable law.

11. **GENERAL TERMS:**

- A. To the extent that the implementation of any agreed upon activity requires an additional commitment of resources, personnel, equipment and/or supplies a supplementary agreement must be negotiated and approved by the two parties in writing, as an addendum to this MOU, before work on any of the projects can commence.
- B. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedure, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees or agents. Nothing in this MOU is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agencies or representatives of any other party.
- C. Neither party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the express written approval of the other party of this MOU.
- D. Neither the PROVIDING INSTITUTION nor the REQUESTING AGENCY shall, in connection with this MOU, discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, or sexual orientation.

SIGNATURES: IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed intending to be bound thereby APPROVED:

PROVIDING AGENCY
(OHE) STATE OF MINNESOTA

REQUESTING AGENCY
(Colony) STATE OF MINNESOTA

By Timothy M. Houghton
Authorized PROVIDING Representative

By Robert France
Authorized REQUESTING Representative

Title CFO

Title CEO

Date 3/21/2018

Date 03/15/2018



Comprehensive IT Service Level Agreement

in Direct Support of the Office of Higher Education
Business Operations

Effective Date: January 14, 2014

Table of Contents

Comprehensive IT Service Level Agreement

| | |
|---|-----|
| Introduction | 1 |
| Section One | 3 |
| Service Agreement | 5 |
| Section Two | 15 |
| Service Operations | 17 |
| Agency Service Operations Details | 23 |
| Section Three | 26 |
| Standard IT Services | 28 |
| Agency Standard IT Services Details | 68 |
| Section Four | 74 |
| Applications | 76 |
| Section Five | 83 |
| Projects and Initiatives | 85 |
| Agency Projects and Initiatives Details | 89 |
| Section Six | 91 |
| Service Financial Information | 93 |
| Service Costing Details | 98 |
| Section Seven | 103 |
| Information Security | 105 |
| Section Eight | 108 |
| Force Majeure and Performance Details | 110 |
| Appendix A | 111 |
| Related Information | 113 |
| Appendix B | 114 |
| Definitions | 116 |
| Appendix C | 123 |
| Standard IT Service Descriptions | 125 |
| Appendix D | 126 |
| Enabling IT Services | 128 |

Introduction

Service Level Agreement

A service level agreement is a negotiated agreement that records the common understanding about services, priorities, responsibilities, guarantees and warranties between two parties, where one is the customer and the other is the service provider. The purpose of the Comprehensive IT Service Level Agreement (Agreement or SLA) is to spell out the relationship and expectations of the consolidated executive branch IT organization – the Office of MN.IT Services – and each of its individual executive branch agency customers.

Documenting a Cooperative Relationship

The SLA is, by nature and intent, the articulation of a vital cooperative relationship between information technology and the state government business that it serves. It is a living document that serves as a tool for defining expectations, roles and responsibilities, processes and procedures that will help the very diverse and complex executive branch function successfully within a centralized IT environment.

The goal of this document is to:

- Define services in terms that make sense to the customers
- Match the dollars, currently budgeted by the state agency for information technology with the services currently received from MN.IT Services
- Identify the processes by which agency business leadership can, with help from MN.IT Services, make business decisions and set priorities for information technology
- Clarify roles so that agencies know what IT delivers and who does what
- Quantify metrics and accountability so that agency business leadership knows that the documented expectations are being met.

To reinforce the nature of this Agreement as a planning tool and a covenant between two entities that co-exist under the jurisdiction of the executive branch and the leadership of the Governor of Minnesota, this Agreement is a document that requires neither a signature nor a “lock” on its content.

While the Agreement documents a set of expectations and warranties by which the individual agency customers can measure MN.IT’s service performance, it is also – more importantly - a vital planning tool for the agencies to set priorities and work with MN.IT Services in order to establish services and systems that have a high business value and meet the ever- changing program needs of the agency and its citizen customers.

For MN.IT Services, this document represents an opportunity to articulate and confirm its understanding of agency needs and expectations. It also serves as a baseline by which MN.IT can normalize and standardize roles, service levels, budgets, processes and procedures among its agency-based offices. It also allows the organization to identify centers of excellence, investment priorities, gaps and issues, and opportunities for leveraging resources and economies of scale.

In sum, this Agreement serves as the primary tool for an ongoing cooperative relationship that promises effective information technology management and enhanced government innovation to meet complex agency business needs in the decades ahead.

Substantiating Documentation

MN.IT Services intends to use five documents as the foundation for the direction of the State's IT program and the parameters of the Agency's goals and service management practices:

- This comprehensive Agreement focuses on the “nuts and bolts” of agency expectations and service accountability.
- The [State of Minnesota Information and Telecommunications Systems and Services Master Plan](#) that articulates the higher-level business goals and ambitions for technology at the State.
- [The Agency Centralized IT Reference Model](#) that sets the foundational direction for agency-based service delivery and customer relationships and facilitates MN.IT Services' ability to deliver consistent IT services and maintain accountability and responsiveness to all agencies, regardless of the diversity of business, resources and physical location.
- The [Minnesota IT Governance Framework](#), that outlines the governance processes by which IT direction and priorities are set and how agencies participate and provide input.
- The [MN.IT Services Tactical Plan](#), which details the goals and milestones of a multi-project effort to optimize IT services and maximize efficiencies in order to better service its customers.



Section 1: Service Agreement

Copyright (c) 2012 Minnesota Office of MN.IT Services. Please distribute with caution; this document may contain not public data under Minnesota Statutes chapter 13, including possible security information pursuant to Minnesota Statutes section 13.37, and is also copyright protected. Upon receiving a third-party request, including those pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), immediately contact MN.IT Services.

Office of Higher Education Service Agreement

Introduction

The aim of this Agreement is to provide a basis for close co-operation between the Office of MN.IT Services (MN.IT) and Office of Higher Education (Agency), for support services to be provided by MN.IT to the Agency, thereby ensuring timely, cost effective and efficient support services are available to Agency end users.

The primary objective of this document is to define the service delivery items that will govern the relationship between MN.IT and the Agency. The SLA documents the required business facing information technology (IT) services that support the existing Agency business processes at the existing service levels. This SLA determines the IT service delivery performance baseline from which any desired future changes will be negotiated.

This SLA, and all appendices which are incorporated herein by reference, supersede in their entirety any previous agreements between the Office of MN.IT Services and the Agency relating to Laws of Minnesota 2011, First Special Session chapter 10, article 4 (the IT Consolidation Act). This SLA is authorized by and implements the requirements set forth in the IT Consolidation Act. This SLA is intended to serve as a transitional agreement delineating the parties' responsibilities until superseded by future amendments.

For purposes of this SLA, "information technology" is defined as the acquisition, storage, communication, and processing of information by computers, telecommunications, applications and other software. This information includes, but is not limited to business data, voice, images, and video. IT provides businesses with business process automation, productivity tools and information delivery services to help execute the business strategy. Specific components of IT include, but are not limited to, all enterprise and agency-specific (unique) applications (business application software and related technical support services), system software, networks, databases, telecommunications, data centers, mainframes, servers, desktops and monitors/laptops/mobile computing devices, output devices such as printers, electronic mail, office systems, reporting, and other standard software tools, helpdesk, upgrades, security and continuity, and maintenance and support of these systems.

The success of this SLA and the cooperative relationship created is dependent on each party understanding and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

Objectives of Service Level Agreements

- To create an environment that is conducive to a cooperative relationship between MN.IT and the Agency to ensure the effective support of end users who conduct state government business
- To document the responsibilities of all parties taking part in the Agreement
- To ensure that the Agency achieves the provision of a high quality of service for end users with the support of MN.IT
- To define the start of the Agreement and the process for reviewing and amending the SLA
- To define in detail the services to be delivered by MN.IT and the level of service and anticipated costs that can be expected by the Agency, thereby reducing the risk of misunderstandings
- To provide a common understanding of service requirements/capabilities and of the principles involved in the measurement of service levels/objectives
- To provide the parties to the SLA a single, easily referenced document that addresses the objectives as listed above

Agreeing Parties

The Office of MN.IT Services (MN.IT)

Office of Higher Education

(Agency)

Agreement Schedule

Start Date: July 1, 2012

Review Process

This Agreement will be reviewed no less frequently than annually on a mutually agreed upon date, by the Agency and MN.IT. The review will include an evaluation of the services provided and service levels required by the Agency as of the date of the review. To the extent reasonably necessary to meet the business needs of the Agency, the parties to this SLA agree to use best efforts to amend the SLA to change and update the Agreement to reflect the Agency's business needs.

Contact Details

The following contacts are responsible for the monitoring and maintenance of this Agreement. Please refer to Section 2 for how to make operational requests.

| | Name | Phone | Email address |
|--------------------------------|----------------|--------------|----------------------------|
| Agency Primary Contact: | Diane O'Connor | 651/259-3922 | diane.oconnor@state.mn.us |
| MN.IT Services Contact: | Matthew Porett | 651/582-8804 | matthew.porett@state.mn.us |

Responsibilities

MN.IT and the Agency will establish a cooperative relationship to achieve efficiencies and improve the delivery of technology services in state government and to citizens, in which MN.IT will act as the IT service provider and the Agency will act as the customer.

In consideration of the mutual promises set forth in this SLA, MN.IT and the Agency agree to all terms in this SLA, including as follows:

In conjunction with state agencies and others stakeholders, MN.IT will establish and maintain a formal governance process (Minnesota IT Governance Framework) that includes agency business participation and incorporates agency input into overall IT strategy and direction.

All Agency-based IT-related employees are accountable to the Agency-based chief information officer (CIO) and, through the Agency-based CIO, report to the State CIO or designee. All Agency-based IT-related employees are MN.IT employees, but the Agency will continue to provide a portion of the support services, as agreed upon and as needed. (Hereinafter Agency-based IT-related employees are referred to as Agency-based MN.IT employees.)

MN.IT reserves and may exercise, during the term of the SLA, the right to assume the salary and other costs, provision of support services and administrative responsibility for Agency-based MN.IT employees for the purposes of complying with the IT Consolidation Act and improving Agency IT services, reassigned roles and/or service consolidation. It is anticipated that some of these changes will commence in fiscal year 2013.

MN.IT's oversight authority includes, but is not limited to, IT-related planning activities, budget management, purchasing, policy development, policy implementation, and direction of Agency-based MN.IT employees. MN.IT's oversight authority does not extend to the non-IT portions of the Agency's business operations.

Pursuant to Minnesota Statutes section 16E.016, MN.IT has the authority and is responsible for the provisioning, improvement, and development of all Agency IT systems and services as directed and delegated by MN.IT to the Agency-based CIO. In performing these duties, MN.IT will take into consideration all of the Agency's concerns and requests, as reasonably required to address the Agency's business needs.

All IT-related funds remain under the control of the Agency for accounting and administrative purposes, and MN.IT will direct and delegate authority for the management of those funds to the Agency-based CIO. All IT-related resources, regardless of funding source, constitute the Agency budget for IT (IT Budget). The Agency's total IT Budget includes, but is not limited to, budgets/funds for: Agency-based MN.IT employee salaries and fringe benefits; IT-related hardware, software, equipment, and asset maintenance; IT-related space rental, maintenance, and utilities; and IT-related professional internal and external services and all other IT-related contracts. The IT Budget includes, but is not limited to, the resources supporting the Agency IT-related activity or service components in all Agency divisions or units. The IT Budget will be considered to constitute the full and complete Agency budget for all IT activity at the Agency. The IT Budget does not include Agency resources that are outside the IT Budget.

MN.IT, through the Agency-based CIO and in consultation with the Agency, and the Agency chief financial officer (CFO), agrees to manage existing Agency-based IT resources consistent with this SLA. MN.IT intends to comply with all legal restrictions and requirements on those resources, if any.

MN.IT Services Roles and Responsibilities

MN.IT will exercise all authority and responsibilities in a manner that assures the best interests of the State and the Agency it serves while meeting the intent of the IT Consolidation Act as interpreted by the State CIO.

MN.IT is responsible for:

- Managing all IT strategic planning and establishing the State's IT direction in the form of policies, standards, guidelines and directives.
- Developing and determining delivery strategies for all executive branch state agency IT activity and services consistent with the Minnesota IT Governance Framework.
- Managing IT resource deployment at the executive branch level based on strategic planning, service delivery strategies, Agency and executive branch business needs and legal restrictions and requirements on IT resources and IT resource funding.
- Performing human resources services for the Agency-based MN.IT employees. MN.IT Human Resources (HR) has authority with regard to IT related employment including, but not limited to, transactions, classification, compensation, staffing, labor relations,

unemployment, workforce planning, recruitment, training & development, and safety & MN.IT HR will work closely with the agency based HR offices on employment matters that were pending prior to this SLA.

- Delegating appropriate authority to the Agency-based CIO and providing direction and guidance to the Agency-based CIO in Agency IT business operations including, but not limited to, IT-related planning, budgets, purchasing, service strategy, policy development and implementation, and personnel management of Agency-based MN.IT employees.
- Determining responsibility, role, and compensation for the Agency-based CIO; creating a position description, completing performance appraisals of the Agency-based CIO and implementing performance-related measures including performance management, in consultation with the Agency.
- Providing guidance on the roles and responsibilities of MN.IT, the Agency-based CIO and the Agency related to the management and responses to data requests made under Minnesota Statutes chapter 13 for Agency data or information that resides on MN.IT-managed technology equipment. Agency data or information that resides on MN.IT-managed technology equipment is subject to Minnesota Statutes chapter 13 and MN.IT will comply accordingly.
- Promptly notify Agency, through the Agency-based CIO, of a known or suspected IT security breach of Agency's not public data. MN.IT will work with Agency to comply with notice and regulatory requirements under Minnesota Statutes chapter 13 and other applicable state and federal laws, rules and regulations. MN.IT and Agency-based CIO will work to identify the deficiency that led to the breach and to correct, mitigate and remediate the deficiency, which may require additional resources. Additional details regarding the requirements and coordination of IT security data breaches are included in the Enterprise Information Security Incident Management Standard (available on the MN.IT website).
- Working with Agency-based CIO and Agency regarding implementation of a MN.IT employee training program to satisfy applicable federal and state requirements for Agency data access and handling, if any. Additional details regarding the requirements and coordination of data training are included in the Enterprise Information Security Training and Awareness Standard (available on the MN.IT website).
- Implementing and maintaining appropriate IT internal controls for all IT-related business in accordance with MN.IT, Agency, and MMB policies, standards, and guidance. MN.IT is not responsible for maintaining internal controls for Agency non-IT related business.
- MN.IT, through the Agency-based CIO, intends to and will work in good faith with Agency to comply with all applicable state and federal laws, rules and regulations. MN.IT intends to and will work with Agency to comply with the additional Agency-specific legal and/or regulatory requirements located in Appendix A. If the Agency is not in compliance at the time of transition (July-August 2012) then additional resources may be required to bring Agency into compliance.

The Agency-based Chief Information Officer Roles and Responsibilities

The Agency-based CIO represents MN.IT at the Agency and has delegated oversight over all Agency-based MN.IT resources and employees. The Agency-based CIO has the authority and responsibility to:

- Manage the centralized reporting structure for all Agency-based MN.IT employees in consultation with the Agency and under the direction of MN.IT.
- Manage the Agency IT Budget, including the determination of service delivery strategies for IT services.
- Hire and manage Agency-based MN.IT employees, in coordination with human resources personnel, including, but not limited to, managing the work direction, selection, evaluation, reallocation, promotion, recognition, and coaching; administering disciplinary actions when necessary; and responding to any disputes or grievances filed by MN.IT employees.
- Manage and approve all IT purchasing consistent with Minnesota Statutes Chapter 16C and other applicable laws, and in consultation with the Agency.
- Represent the Agency's strategic IT direction, planning, business needs and priorities to MN.IT.
- Comply with and implement at the Agency all MN.IT IT policies, standards, guidelines, direction, strategies, and decisions.
- Comply with and implement at the Agency all Agency policies, standards, guidelines, direction, strategies, and decisions, unless in conflict with MN.IT IT policies, standards, guidelines, direction, strategies, and decisions.
- Report directly to and be held accountable by MN.IT for IT operational direction including, but not limited to, IT-related planning activities, budget management, purchasing, policy development, policy implementation and management of Agency-based MN.IT employees.
- Manage the oversight and authority for Agency IT-related activities - including, but not limited to, performance and functionality of Agency IT systems and applications - in a manner that supports statewide direction and policies established by MN.IT; enables appropriate technology, methodology, and industry best practices as directed by MN.IT; and advances the vision, mission, goals, and business needs of the Agency.
- Assist Agencies, as requested, with the prompt fulfillment of requests made pursuant to Minnesota Statutes chapter 13 for Agency data or information that resides on MN.IT-managed technology equipment. The responsibilities of MN.IT, the Agency-based CIO, and the Agency related to these requests are further delineated in MN.IT's data practices requests guidance document (issued Jan 3, 2012, revised April 3, 2012).
- Notify MN.IT of a known or suspected IT security breach of Agency's not public data, and promptly notify Agency of a known or suspected IT security breach of Agency's

not public data. Agency-based CIO will work with MN.IT and Agency to comply with notice and regulatory requirements under Minnesota Statutes chapter 13 and other applicable state and federal laws, rules and regulations. Agency-based CIO will work with MN.IT to identify the deficiency that led to the breach and to correct, mitigate and remediate the deficiency. Additional details regarding the requirements and coordination of IT security data breaches are included in the Enterprise Information Security Incident Management Standard (available on the MN.IT website).

- Consult and coordinate with MN.IT and the Agency regarding implementation of a MN.IT employee training program to satisfy applicable federal and state requirements for Agency data access and handling, if any. Additional details regarding the requirements and coordination of data training are included in the Enterprise Information Security Training and Awareness Standard (available on the MN.IT website).
- Work in good faith with MN.IT and Agency to comply with all applicable state and federal laws, rules and regulations. Additional Agency-specific legal or regulatory requirements may be located in Appendix A.

All Agency-based CIO decisions made and discretion exercised pertaining to this SLA are subject to the authority of MN.IT.

The Agency Roles and Responsibilities

In matters related to this SLA, the Agency is responsible for the following:

- Maintaining the Agency-based CIO in a role within the Agency that directly communicates with the Commissioner, Deputy Commissioner, or equivalent incumbent.
- Including the Agency-based CIO as a regular attendee of Agency executive team meetings to provide IT-related reports and ensure that the MN.IT IT strategy supports the business needs of the Agency.
- Communicating with the Agency-based CIO regarding all important Agency IT developments.
- Affording the Agency-based CIO with the authority appropriate to an Agency employee that will enable the Agency-based CIO to manage the IT Budget on the Agency's behalf in cooperation with Agency. This includes, but is not limited to, Agency IT purchasing authority.
- Determining and communicating new service requirements to the Agency-based CIO based on program needs, including, but not limited to, changes in service volumes and IT projects, identifying funds for new services, and initiating a change to this SLA and/or the IT Budget, as prescribed by the SLA and this Section.
- Providing input to the State CIO on performance appraisals and performance management for the Agency-based CIO.
- Continuing to perform all financial accounting services for the Agency's total IT

Budget, including, but not limited to, providing the Agency-based CIO with regular financial reporting sufficient to plan, manage and commit funding for Agency IT services, as well as fiscal operations and functions related to the Agency-based CIO and Agency-based MN.IT employees.

- Agency-based HR offices retain responsibility for any legal matters involving an Agency-based MN.IT employee initiated prior to this SLA, and will work closely with MN.IT HR.
- Continuing to perform a portion of the other administrative services, including responding to data requests under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and legislative functions, as needed and agreed upon by the parties to this SLA.
- As the “responsible authority” for Agency data or information, the Agency must respond to requests made pursuant to Minnesota Statutes chapter 13 for Agency data or information that resides on MN.IT-managed technology equipment. The responsibilities of MN.IT, the Agency-based CIO, and the Agency related to these requests are further delineated in MN.IT’s data practices requests guidance document (issued Jan 3, 2012, revised April 3, 2012).
- Notifying Agency-based CIO of any suspected or known IT security breach of Agency’s not public data. Agency will work with MN.IT to comply with notice and regulatory requirements under Minnesota Statutes chapter 13 and other applicable state and federal laws, rules and regulations. Agency is responsible for providing any required notifications under Minnesota Statutes section 13.055 and other applicable state and federal laws, rules and regulations. Additional details regarding the requirements and coordination of IT security data breaches are included in the Enterprise Information Security Incident Management Standard (available on the MN.IT website).
- Working with Agency-based CIO and MN.IT regarding implementation of a MN.IT employee training program to satisfy applicable federal and state requirements for Agency data access and handling, if any. Additional details regarding the requirements and coordination of data training are included in the Enterprise Information Security Training and Awareness Standard (available on the MN.IT website).
- Working in good faith with MN.IT and the Agency-based CIO to comply with all applicable state and federal laws, rules and regulations. Additional Agency-specific legal or regulatory requirements may be located in Appendix A. If the Agency is not in compliance at the time of transition (July-August 2012) then additional resources may be required to bring the Agency into compliance.

Acceptance, Amendments, and Termination

MN.IT's provision of services under this SLA and the Agency's use of those services constitutes acceptance by both parties of all terms in this SLA.

Any amendment to this Section 1, Appendix A, or Appendix B, or termination of this SLA, must be in writing and will not be effective until it has been approved by the State CIO and the Agency Primary Contact identified above. Either party may request an amendment to this Section in writing, with full documentation of purpose and justification.

To make a change to the IT Budget, the Agency's CFO must provide notice, and a reason for the change, to MN.IT's CFO and the Agency-based CIO, and MN.IT's CFO will consult with MMB. A change to the IT Budget may also require a change to the SLA.

Except for Section 1 and Appendices A and B, any other changes to the SLA, including service levels, must be in writing and will not be effective until approved by the State CIO, or designee, and the Agency Primary Contact identified above, or designee. The State CIO, or designee, and the Agency Primary Contact identified above, or designee, may agree to establish a more efficient process to change the SLA (other than Section 1 and Appendices A and B) but all changes must be in writing. A change in service levels may also require a change to the IT Budget, which must follow the process in the preceding paragraph.

Dispute Resolution

The parties agree to cooperate with each other in the performance of the duties and responsibilities under this SLA. Each party to this SLA will make every effort to avoid disputes by clearly documenting communications and engage the applicable chain of command, as necessary. If the parties are unable to reach an agreement with respect to any dispute related to the services, terms and provisions of this SLA, the Agency's Primary Contact and the State's CIO will meet to determine further action.

Liability

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions, including lack of funding, of that party or its agents, employees or representatives acting within the scope of their duties. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for any claim or suit when none would otherwise exist. This provision shall survive the termination of this Agreement.

Additional Provisions

The terms of this SLA are not meant to supersede or violate any applicable bargaining unit contracts, state laws, or federal laws. If any provision of this SLA is determined to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this SLA shall remain in full force and effect.

Law to Govern

This Agreement shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

Assignment

Neither MN.IT nor the Agency shall assign or transfer any rights or obligations under this SLA without the prior written consent of the other party. This provision must not be construed to limit MN.IT's ability to use third party contractors or products to meet its obligations under this SLA.



Section 2: Service Operations

Copyright (c) 2012 Minnesota Office of MN.IT Services. Please distribute with caution; this document may contain not public data under Minnesota Statutes chapter 13, including possible security information pursuant to Minnesota Statutes section 13.37, and is also copyright protected. Upon receiving a third-party request, including those pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), immediately contact MN.IT Services.

Service Operations

Customer Service

Customer Relations

Agency-based MN.IT Chief Information Officer (CIO)

The Agency-based CIO has been and will continue to be an integral part of the Agency management team and the primary agency partner for the development of IT plans and the manager of IT solutions that meet the Agency's business needs. Working with Agency business leaders, MN.IT's Agency-based CIO will plan, design, create and maintain IT solutions and work with the Agency to meet service levels, budgets and priorities.

Specifically, the MN.IT Agency-based CIO:

- Leads technology planning, needs assessment, design, and procurement of IT for the Agency
- Partners with Agency business leaders to design create and maintain applications to meet business requirements
- Manages delivery and ongoing operational support of IT at the Agency level
- Provides and reviews with Agency leadership all service level reporting.

MN.IT Services Account Team

Each MN.IT customer also has a designated Account Team for those services that are provided centrally by MN.IT Services. The Account Team is comprised of a primary and backup Account Manager to work with the Agency-based CIO on provisioning and sourcing the central services the Agency needs.

Specifically, the Account Manager:

- Provides consultation; needs assessment; analysis and design of cost-effective centrally provided solutions to meet business needs
- Leverages the full resources of MN.IT's technical expertise to deliver centrally provided solutions to Agency business needs and/or to source them from private partners
- Develops proposals and service agreements for utility and other MN.IT centrally provided services
- Provides service level reporting and reviews, jointly with the Agency-based CIO, on utility and other MN.IT centrally provided services.

The Agency-based CIO and Account Manager are integral parts of the MN.IT team working to bring the Agency the best technology to meet the Agency's needs at the best price performance possible.

Service Level Reporting

Reporting

Recurring service performance reports will be run against the service level targets defined in Section 4. This performance report will be in the form of a monthly IT dashboard with the following attributes:

- Availability
- Capacity
- Service Support
- Recoverability

Reviews

Service reviews will be conducted on a quarterly basis and facilitated by the Agency-based CIO through the service level management process.

Requesting Support for MN.IT Services

While every Agency-based office currently manages individual processes and procedures for the support of Agency-based IT services, MN.IT Services, in this document, sets forth standards for service management based on the standard for current centrally delivered services. These standards apply to all service desks, regardless of location, unless otherwise noted.

Following the standards in this section, are the processes and exceptions that are currently in effect at the Agency.

Agency-based CIOs, as a group, are working to define common service management processes that will bring all MN.IT services into alignment with enterprise-wide standards in the future. This SLA will be amended by the Agency-based CIO as changes are made to the specific procedures at the Agency.

MN.IT Service Desk

The MN.IT Service Desk acts as the central point of contact for all IT services. It is the focal point for reporting all service incidents and for all service requests. The MN.IT Service Desk is a skilled, 24x7 on-site operation that performs the first line support for all IT services, fulfilling a large percentage of incidents and requests without escalation.

Definitions

Incident: An incident is any event which is not part of the standard operation of service and which causes, or may cause, an interruption or a reduction in the quality of that IT service.

Service Request: A user request for support, delivery, information, advice, documentation, or a standard change. Service requests are not service disruptions.

Service Desk Activity

Ownership, monitoring, and tracking of all incidents and requests: 100% logging of incidents/ requests; request managed throughout their lifecycle.

Customer-facing first level support for all services: Response to all submitted incidents & requests through incoming calls, email, online and system monitoring alerts in a prompt & efficient manner; provision of customer status.

Escalation: Intensify the response to the incident or request; Coordinate handoff to second-line or third-party support groups, if necessary.

Communications: Communication of planned and unplanned service outages.

Critical Success Factors

The purpose for and criteria for measuring the success of the Service Desk include:

- **Maintaining IT service quality** –as documented in individual Service Level Agreements
- **Maintaining customer satisfaction** – per customer survey metrics
- **Resolving incidents within established service times** – See Service Level Objectives in table below
- **Fulfilling requests within established service times** – See Service Level Objectives in table below

Prioritization

All incidents and service requests will be assessed and assigned a priority based on two criteria: **urgency** and **impact**. Priority drives the incident resolution and request fulfillment process and associated procedures.

| Priority Level | Definition | Incident Management and Request Fulfillment Service Objectives |
|----------------|---|--|
| Critical-1 | Any incident that has “massive impact,” and is highly visible, impacts a significant number of users, a major agency, application or service and has no redundancy or alternate path. | 2 Hours (24x7) |
| High-2 | Any incident that impacts a significant number of users, a major agency application or service, but has redundancy, or an alternate path or bypass. | 8 Hours (24x7) |
| Medium-3 | Any incident that impacts a limited number of users with a resource or service down or degraded. | 2 Business Days* |
| Low-4 | Any incident that impacts a small number or a single user in which a resource or non-critical service is down or degraded and a deferred fix or maintenance is acceptable. | 5 Business Days* |

*Business Day = Monday – Friday 8:00 AM – 5:00 PM

Critical-1 Procedures

The MN.IT Service Desk follows Critical-1 escalation and notification procedures 24 hours a day, seven days a week, 365 days a year.

A master incident ticket serves as the source document throughout the event and this ticket number is referenced in all updates regarding the incident.

| Stages | Activity | Agency Communications | Notification Objectives |
|--|--|--|---|
| Critical-1 Incident is identified | Agency is notified that a Critical-1 incident is in progress | Email sent to Critical-1 distribution list Service Desk ACD (Automated Call Distributor) is updated | Within 20 minutes of Critical incident being identified |

| | | | |
|---|--|--|---|
| During a Critical-1 Incident | The Service Desk updates Agency regularly while the Critical-1 incident is occurring | Email to the Critical-1 distribution list Service Desk ACD message updated | Every hour, on the hour or as pertinent information becomes available |
| Critical-1 Incident is resolved | Agency is notified of resolution | Email to the Critical-1 distribution list Service Desk ACD message updated. | Within 10 minutes of resolution |
| After-Action Analysis and Agency follow-up | Problem Management holds an after-action meeting within 3 business days to review the root cause and define process improvements that can mitigate or prevent future occurrences | A Root Cause Analysis (RCA) report is emailed to the Critical-1 distribution list. | Within 2 business days of the after-action meeting. |

MN.IT Central Service Desk Contact Information

(See following pages for information on the Agency-based MN.IT Service Desk)

| | |
|------------------------------|--|
| Business Hours | 24 x 7 x 365 |
| Contact Name | MN.IT Service Desk |
| Phone Number | 651-297-1111 |
| Email Address | Service.Desk@state.mn.us |
| Web Site and Service Catalog | www.MN.gov/oet |

Scheduled Maintenance and Changes for MN.IT Services

To ensure the stability, service levels, and availability of services, MN.IT Services uses *change windows* to implement planned changes and maintenance that carry a risk of or are known to impact a service. Requests for maintenance or changes are planned, reviewed, authorized, scheduled and controlled to occur during these windows in order to ensure that they are successful and fully completed within the scheduled change window.

Each request for maintenance or change is:

- **Planned** to ensure prior testing, where possible, proper time estimates, successful change validation testing, and allowance for time to back out the change if problems cannot be resolved.

- **Reviewed** to ensure the plan is appropriate, complete and doesn't conflict with other changes.
- **Authorized** after having had proper levels of approvals, risk assessments, and plans.
- **Scheduled** to avoid conflicts with other changes, mitigate risks and minimize disruption to business.
- **Controlled** to ensure proper process, resources, and execution.
- **Logged/tracked** to ensure that changes are documented in order to facilitate review and control.

Following these procedures ensures the highest success rate with appropriate risk, and minimizes the potential for any interruption in service. In the event the authorized work cannot be successfully completed in the scheduled window, it will be backed out, the service / technology infrastructure will be returned to the previous baseline, the cause for failure will be determined, an implementation plan will be updated, and the change will be authorized for a subsequent window.

Scheduled Maintenance / Change Windows

MN.IT will provide Agency a 5-day advance notice of Scheduled Maintenance. All prescheduled systems maintenance, unless otherwise agreed upon in advance by Service Operations, shall be during the time specified in the scheduled maintenance/change window as follows:

Monday thru Friday: 2:00AM to 6:00AM

Saturday: 2:00 AM to 12:00 PM (NOON)

The service unavailability for scheduled maintenance windows is excluded from uptime (availability) calculations. The maintenance is performed during the time specified in the scheduled maintenance/change window.

Emergency Maintenance and Changes

Emergency changes are typically to resolve an ongoing service outage or degradation or address an emerging security vulnerability, in which case the risks and potential business impact are so high that it is not prudent to wait for the next regularly scheduled change window.

Under certain unforeseen circumstances, MN.IT may need to perform emergency maintenance or changes, such as security patch installation or hardware replacement. If MN.IT is unable to provide customers with advanced notice in cases of emergency maintenance, MN.IT will provide after-the-fact follow-up for the event.

Office of Higher Education Service Operations Details

MN.IT @ Office of Higher Education Service Desk

The MN.IT@ Office of Higher Education Service Desk has the following exceptions to the standards identified in Section 2: Service Operations.

General Information

A formal Service Desk is not available at the Office of Higher Education. The functions associated with a Service Desk are provided cooperatively by all MN.IT @ Office of Higher Education employees. The primary contacts for incidents are Greg Haux and Debbie Vranyses. Incidents may be reported to them in person, by phone or through email. Incidents may also be reported to any member of the IT staff on those occasions when both Greg Haux and Debbie Vranyses are unavailable,

Contact Information

| | |
|------------------------------|---|
| Service Desk Name | MN.IT @ Office of Higher Education |
| Business Hours | Monday through Friday: 7:30 AM to 4:30 PM |
| Contact Name | Greg Haux |
| Phone Number | 651/259-3946 |
| Email Address | ITS.OHE@state.mn.us |
| Web Site and Service Catalog | NA |

Prioritization

MN.IT@ Office of Higher Education Service Desk uses the following prioritization criteria:

| Priority Level | Definition | Incident Management and Request Fulfillment Service Level Objectives |
|----------------|---|--|
| Critical-1 | Any incident that has a massive and highly visible impact on a significant number of agency staff or customers and for which there is no redundancy or satisfactory alternate path. | Two hours within the business day |
| High-2 | Any incident that impacts a significant number of users or customers but which has redundancy or a satisfactory alternate path. | Eight hours within a business day |
| Medium-3 | Any incident that impacts a limited number of users when the resource or service is down or degraded. | 2 business days |
| Low-4 | Any incident that impacts a small number of agency staff or customers when a resource or service is down or degraded and a deferred fix or maintenance is acceptable. | 5 business days |

Critical-1 Procedures

MN.IT@ Office of Higher Education Service Desk uses the following Critical-1 Procedures:

| Stages | Activity | Agency Communications | Notification Objectives |
|---|--|--|--|
| Critical-1 Incident is identified | Agency staff is notified that a Critical-1 incident is in progress | By email or in person | Within half an hour of Critical incident being identified |
| During a Critical-1 Incident | Staff is updated regularly while the incident is occurring | By email or in person | Every hour or as pertinent information becomes available |
| Critical-1 Incident is resolved | Staff is notified of resolution | By email or in person | Within 20 minutes of resolution |
| After-Action Analysis and Agency follow-up | An after-action problem management meeting is held within 3 business days of the event to review the root cause and examine process improvements that can mitigate or prevent future occurrences | A summary of the problem management findings is sent to the agency deputy commissioner | Within two business days of the problem management meeting |

Scheduled Maintenance / Change Windows

All prescheduled systems maintenance, unless otherwise agreed upon in advance by Service Operations, shall be during the time specified in the scheduled maintenance/change window as follows:

Monday thru Friday: Maintenance may be performed between midnight and 7:30 AM in the morning and between 5:00 PM and midnight in the evening.

Saturday: Standard maintenance may be performed at anytime on Saturday.

Sunday:

The service unavailability for scheduled maintenance windows is excluded from uptime (availability) calculations. The maintenance is performed during the time specified in the scheduled maintenance/change window.



Section 3: Standard IT Services

Copyright (c) 2012 Minnesota Office of MN.IT Service. Please distribute with caution; this document may contain not public data under Minnesota Statutes chapter 13, including possible security information pursuant to Minnesota Statutes section 13.37, and is also copyright protected. Upon receiving a third-party request, including those pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), immediately contact MN.IT Services.

Standard IT Services

Introduction

MN.IT Services provides a wide range of technology solutions to agencies. These solutions can be grouped into four broad categories:

1. **Standard IT Services**
Information technology solutions that facilitate day-to-day agency business operations. Examples include email, web sites, and telephone service. ***These services are listed in this section.***
2. **Agency Applications**
Information technology solutions and Agency business applications that support Agency specific business requirements and related Agency business programs. These services are listed in Section 4.
3. **Projects and Initiatives**
Services that deliver a specific outcome. These services are listed in Section 5.
4. **Enabling IT Services**
IT solutions that enable the delivery of Standard IT Services and Business Services. Examples include local area networks, firewalls, and help desk services. These services are listed in Appendix D.

Standard IT Services

This section provides an overview of each **Standard IT Service** area and sets specific expectations regarding the performance parameters, delivery, and support of each service. The following Standard IT Services are described in detail on the following pages:

- **Connectivity and Mobility** - wireless access within state locations, virtual private network (VPN) access to state networks, and cellular service plans and devices.
- **Enterprise Unified Communications and Collaboration** - email accounts, email archiving, BlackBerry, ActiveSync, SharePoint, instant messaging, audio/video/net conferencing.
- **Facility Services** - audio-visual equipment and design services for conference rooms, training facilities, and laboratory areas.
- **Minnesota Geospatial Information Office (MnGeo)** – geospatial coordination services and geospatial professional services.

- **Security Services** – security program management, user identity management, access control, auditing, password policies, forensics, incident management and IT service continuity. All security enabling services are embedded in business services as mandated by state security policies, standards and compliance.
- **Voice Services** - "classic" and voice over IP (VOIP) telephones, long distance, toll free numbers, calling cards, and other telephone-related services.
- **Web Management** - web server management, content delivery and migration, user interface design, information architecture, accessibility, Minnesota Geospatial Information Office (MnGeo) and search.
- **Workstation Management** - operating systems, hardware, software, accessories, peripherals, and security services related to desktop and laptop computers.

Support Hours and Service Availability

MN.IT Services' definition of service levels are designed to give agencies clear expectations for the quality of the services MN.IT provides. The following service documentation outlines the standard service levels for each MN.IT Standard Service, with exceptions noted for any anomalies at the individual agency level. These anomalies will be based on available resources and/or particular Agency business needs that have been identified by the Agency. The documented service levels and exceptions as described in this section reflect the "as is" level of service for Standard IT Services.

The support hours and level of service availability associated with each service are typically indicators of how critical the service is to agencies. In addition, the complexity and configuration of specific Standard IT Services will vary with each implementation. In most cases, the cost of a service is directly related to the level of service availability and reflects the resources necessary to achieve the desired level of service. Delivering a high level of support and availability requires that all resources associated with the service are available at equal levels. For example, a web hosting service depends on many factors including staffing hours, electrical power, networking, hardware, and software. If any one of these items is only available 99% of the time, then the overall service availability cannot exceed 99%. Different service availability levels can be described as follows:

- 99.9% - Maximum of 8 hours, 45 minutes of downtime per year. This level requires 24 x 7 staffing, "High Availability" (HA) system design, and redundant components.
- 99.5% - Maximum of 43 hours, 48 minutes of downtime per year. This level requires having staff "on call," spare parts, and/or maintenance contracts for parts delivery.
- 99.0% - Maximum of 87 hours 36 minutes of downtime per year. This level requires having staff "on call," well-defined system recovery procedures, and business hour staffing.

- Measuring a service availability level is very different from measuring reliability. A particular piece of equipment may operate 99.9% of the time - until it fails. If it takes 48 hours to implement a replacement when it fails, the service availability metric cannot exceed 99.5%.

In some cases, MN.IT Services contracts with external vendors to deliver services. The service metrics and availability for the contracted services reflect the reported and/or measured capabilities provided by the vendor.

In all cases, MN.IT staff provides support for contracted Standard IT Services. Agencies can call the MN.IT Service Desk 24 hours a day, seven days a week. The support hours for individual Standard IT Services may vary (and are listed in the following sections).

Depending on the stated service availability level, MN.IT staff may record the service request, but the information presented for each of these service areas sets a baseline level of expectations for service delivery.

When individual MN.IT services are mapped to specific Agency business requirements and Agency capabilities, the service metrics and key deliverables may be modified.

Connectivity and Mobility

Service Description Overview

MN.IT's Connectivity and Mobility services consist of 1) wireless access; 2) VPN remote access; and 3) cellular service plans and devices. This section provides a high-level description of these services.

- **Wireless access:** Allows laptops, tablets and other wireless capable devices to access MN.IT-managed wireless networks operating within State locations. This service can provide connections that are temporary ("guest" access for visitors while on-site) or can be subscribed for regular wireless network access. Guest wireless is configured for public internet access. Subscribed regular wireless access can be public internet access or connected to an internal (non-public) secure network.
- **VPN Remote Access:** A virtual private network (VPN) is a network that uses an internet based connection, to provide remote end users with secure access to their organization's network. A VPN user typically experiences the central network in a manner that is identical to being connected directly to the central network (e.g., access to files share and printers).
- **Cellular Service Plans and Devices:** MN.IT Services provide a number of cellular-based services to end users. Mobile devices range in size and weight and come in a number of form factors including cell phones, smart phones, tablets and pagers. Also included in this category are mobile "hotspots" which create a small area of Wi-Fi coverage off a cellular network connection, thus allowing nearby Wi-Fi devices to connect to the internet.

Service Metrics

Support Hours

- **Wireless Access:** normal business hours
- **VPN Remote Access:** 24 x 7 x 365
- **Cellular Service Plans and Devices:** normal business hours

Service Availability

Wireless Access

Service availability for Wireless Access is 99.9% and excludes time to perform routine or scheduled maintenance. Wireless Access service availability is calculated as follows:

$\frac{[\text{Applicable days in calendar month} \times 24 \times 60] \text{ minus } [\text{Minutes of outage in calendar month}]}{\text{Applicable days in calendar month} \times 24 \times 60} \times 100$

Applicable days in calendar month x 24 x 60

Scheduled downtime means those times where MN.IT Services notifies agencies of periods of Downtime for Scheduled Maintenance at least five days prior to the commencement of such Downtime. There will be no more than fifteen hours of Scheduled Downtime for Wireless Access per calendar year, and no more than two hours per month. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Downtime period is a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Scheduled Downtime will be announced every month and be available to agencies. If a Scheduled Downtime conflicts with other activities/operations of a Agency, the Agency can request an alternate date for the Scheduled Downtime thru the MN.IT Service Desk. MN.IT Services will work with agencies to find a date that balances the needs/priorities of all.

VPN Remote Access

Service availability for Virtual Private Network (VPN) remote access is 99.9% and excludes time to perform scheduled maintenance. VPN remote access service availability is calculated as follows:

$$\frac{[\text{Applicable days in calendar month} \times 24 \times 60] \text{ minus } [\text{Minutes of outage in calendar month}]}{\text{Applicable days in calendar month} \times 24 \times 60} \times 100$$

$$\text{Applicable days in calendar month} \times 24 \times 60$$

Scheduled Downtime means those times where MN.IT Services notifies agencies of periods of Downtime for Scheduled Maintenance at least five days prior to the commencement of such Downtime. There will be no more than fifteen hours of Scheduled Downtime for VPN per calendar year, and no more than two hours per month. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Downtime Period is a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Scheduled Downtime will be announced every month and be available to agencies. If a Scheduled Downtime conflicts with other activities/operations of a agency, the agency can request an alternate date for the Scheduled Downtime thru the MN.IT Service Desk. MN.IT Services will work with agencies to find a date that balances the needs/priorities of all.

Incident Response Levels

The incident response levels associated with Connectivity and Mobility services match those identified in the Service Desk “Incident Management Quick Reference.” The following table lists examples of service incidents and the priority levels associated with them.

Table 1: Incident Response Levels for Connectivity and Mobility

| Level | Example |
|----------------------|--|
| Priority 4: Low | <ul style="list-style-type: none"> • Wireless Access – implement wireless access in a new location • VPN Remote Access – software installation and/or token replacement • Cellular Service Plans and devices – new device order |
| Priority 3: Medium | <ul style="list-style-type: none"> • Wireless Access – wireless access for an individual user is non-functional • VPN Remote Access – VPN access for an individual user is non-functional • Cellular Service Plans and devices – replacement device order |
| Priority 2: High | <ul style="list-style-type: none"> • Wireless Access – access for a group of users is non-functional • VPN Remote Access – VPN service is non-functional for multiple users • Cellular Service Plans and devices – localized service outage |
| Priority 1: Critical | <ul style="list-style-type: none"> • Wireless Access - access for a large group of users is non-functional • VPN Remote Access – VPN service is non-functional for all users • Cellular Service Plans and devices – widespread service outage |

Service Level Objectives

The table below contain the Service Level Objectives for services within Connectivity and Mobility.

Table 2: Service Level Objectives for Wireless Access

| Metric | Definition | Threshold |
|-----------------------|---|---|
| Service Availability | Measures the wireless infrastructure service availability | 99.9% availability* *not including Downtime for scheduled maintenance |
| Customer Satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys |
| Support Resolution | Measures the speed of incident resolution by MN.IT Services | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |
| Service Response | Measures the speed of request resolution by MN.IT Services | 30 minutes for “guest” access; 2 business days for all other requests |

Table 3: Service Level Objectives for VPN Remote Access

| Metric | Definition | Threshold |
|-----------------------|---|---|
| Service Availability | Measures the VPN Remote Access service availability | 99.9% availability* *not including Downtime for scheduled maintenance |
| Customer Satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys |
| Support Resolution | Measures the speed of incident resolution by MN.IT Services | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |
| Service Response | Measures the speed of request resolution by MN.IT Services | 2 business days |

Table 4: Service Level Objectives for Cellular Service Plans and Devices

| Metric | Definition | Threshold |
|-----------------------|---|---|
| Customer Satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys |
| Support Resolution | Measures the speed of incident resolution by MN.IT Services | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |
| Service Response | Measures the speed of request resolution by MN.IT Services | 5 to 7 business days after Purchase Order (PO) creation |

Reporting

Reports for Connectivity and Mobility services are created monthly and made available to agencies. Specific reporting deliverables are listed below:

Wireless Access

- **Service Availability (monthly):** Percent of service availability for the month
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months

VPN Remote Access

- **Service Availability (monthly):** Percent of service availability for the month
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months

Cellular Service Plans and Devices

- **Number of devices (monthly):** Number of cellular devices within the business

Enterprise Unified Communications and Collaboration

Service Description Overview

Enterprise Unified Communication and Collaboration (EUCC) services delivered by MN.IT Services contain four distinct service offerings:

- EUCC Email
- EUCC SharePoint (Web Collaboration)
- EUCC Instant Messaging
- Audio, Video and Net Conferencing

A high-level description of these services is included here.

EUCC Email

- **Email Service:** EUCC Email is a single Enterprise Email and calendaring system that integrates existing state directories to preserve a single sign-on authentication. The EUCC Email service provides a “Standard” mailbox storage size of 5 Gigabytes (GB) per user.
- **BlackBerry Gateway:** Support the interface to the email system which utilizes the BlackBerry gateway.
- **Email Storage:** Agencies can increase the standard mailbox storage size to 25 GB on a per-user basis, by changing the mailbox type from “Standard” to “Executive” (thus providing 20 GB of additional storage to the standard mailbox). Changing the mailbox type will result in additional storage fees. The user is responsible for managing his/her mailbox within the assigned mailbox storage maximum.
- **Email Archiving:** Email archiving is the management and long-term storage of important emails - including attachments - independent from an individual user’s mailbox. Depending on specific business and legal requirements for data retention, each Agency may choose to utilize the archiving service differently.

EUCC SharePoint

- **Collaboration:** EUCC SharePoint provides a flexible, web-based solution that includes tools and services to help users manage information, collaborate effectively, share documents, search for information, define workflow process, and develop custom applications.
- **Integration:** The EUCC SharePoint environment leverages the state’s infrastructure of co-located Domain Controllers to provide all users with integrated single sign-on, cross-organization information sharing, and full Microsoft Office connectivity.
- **Administration:** Agencies receive full Administrator control of their Site Collections.

- Secure Access: SharePoint web applications deliver content via 128-bit SSL encryption.
- “Connect” site collections are intended for cross-organizational sites composed of users from multiple organizations.
- “Inside” site collections are intended for intranet sites governed by a single organization.
- “People” sites provide My Sites functionality for all SharePoint users.
- Site Collections: The EUCC SharePoint service can provide both “Standard” 100 GB and “Extra Large” 400 GB site collections on the “Inside” and “Connect” web applications. Personal sites (My Sites) are supported with a storage limit up to 7 GB/user.
- Storage: Agencies are allocated 500 MB per user, aggregated across the Agency’s organization. Additional storage is available for a fee.

EUCC Instant Messaging

- Instant Messaging: Instant Messaging (IM) is a growing communications method for short, “bursty” conversations which are too time-consuming for email. Instant Messaging enables users within organizations and across organizations to communicate in a faster, more real-time conversation, thus enhancing efficiency. EUCC IM also has the ability to facilitate person-to-person or group audio, video and net conferences. These conference functions use the audio components of PCs and can be enhanced with USB video cameras and audio headsets. As an added benefit, instant messaging is tightly integrated with EUCC Email which allows users to determine the “presence” of other users. Presence indicates a person’s availability to establish communication (away, available, busy, in a meeting, etc.)
- Instant Messaging Federation: Instant messaging federation enables separate Office Communications Server installations to communicate with each other. All federated communications are encrypted between the IM systems using access proxy servers. MN.IT Services has no control over encryption after messages are passed to the federated partner’s network.

Audio, Video and Net Conferencing

- Audio Conferencing: An audio conference account with MN.IT provides agencies with access to a suite of conferencing solutions. This service includes options that allow the participants to dial-in to a designated central number or be a part of Operator-Assisted calls. Audio conferences can be reservation-less (agencies are given a permanent conference code that can be used at any time) or reserved; reservation-less conferencing is the typical user tool, whereas reserved conferences are generally for large and/or high-profile events. Toll, toll-free, dial-in and dial-out calling options are also available, as are recording, transcription and other advanced services.
- Video Conferencing: Video conferencing services are supported by MN.IT at several operational levels:

- Video Conference Room Support Services: MN.IT staff work collaboratively with the Agency to support their conference planning, connection set-up and participant training (to provide basic operational support during calls such as positioning cameras, or muting microphones).
- Desktop Video Client Accounts can be installed on PCs and some mobile devices and registered to MN.IT infrastructure to enable person to person calls, person to video conference room calls, or group (multi-site) calls.
- Video Conference Network Services help agencies deploy and operate rooms or PC clients with a suite of video conferencing network services including Quality of Service (QoS) network management, statewide dialing plan, conference scheduling systems, bridging, event recording, and streaming options.
- Net Conferencing: A net conference account with MN.IT provides agencies with access to a set of conferencing solutions that support a wide variety of use cases, event configurations and needs. Net conferencing accounts are available in two ways: by subscription, or by per-minute usage. The per-minute usage capability is part of the contracted audio conferencing service.
 - Subscription services provide access to specialized net conferencing environments to support meetings, training, large events, and technical support needs, with presenter and participant options tailored to unique requirements of the different situations.
 - Per-minute usage services are used only for the meeting tools, which tend to be more than adequate for the typical user who does not run or stage training, large events or do technical support for end-users.

During a net conference of any type, audio usage charges may also apply if using the integrated audio services available with the net conference account. Recording and editing functions are also available.

Note: EUCC Instant Messaging also provides net conferencing services. See EUCC Instant Messaging within this document for additional information.

Service Metrics

Support Hours

Support hours for EUCC Email, EUCC SharePoint and EUCC Instant Messaging services are provided 24 x 7 x 365.

Support hours for Audio, Video and Net Conferencing services are provided during normal business hours.

Service Availability

Service availability for all Enterprise Unified Communication and Collaboration services is 99.9%. This excludes time to perform routine or scheduled maintenance. EUCC service availability is calculated as follows:

$$\frac{[\text{Applicable days in calendar month} \times 24 \times 60] \text{ minus } [\text{Minutes of outage in calendar month}]}{\text{Applicable days in calendar month} \times 24 \times 60} \times 100$$

Scheduled downtime means those times where MN.IT Services notifies agencies of periods of Downtime for Scheduled Maintenance at least five days prior to the commencement of such Downtime. There will be no more than fifteen hours of Scheduled Downtime per calendar year, and no more than two hours per month. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Downtime period is a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Scheduled Downtime will be announced every month and be available to agencies. If a Scheduled Downtime conflicts with other activities/operations of an agency, the Agency can request an alternate date for the Scheduled Downtime thru the Service Desk. MN.IT services will work with agencies to find a date that balances the needs/priorities of all.

Service availability is focused on the following elements within each EUCC service area.

- EUCC Email: Service availability includes Outlook Web Application (OWA), the full Outlook Client, Microsoft ActiveSync service and BlackBerry services.
- EUCC SharePoint: Service availability includes one or more SharePoint site collections. Agencies select their own site collection administrators who in turn define and delegate the specific features and permissions available to their users. Most SharePoint Standard and Enterprise features are available for use within site collections. Some EUCC SharePoint features and functionality must be enabled through a change request process managed by MN.IT Services. Details about individual EUCC SharePoint features are contained in the “EUCC SharePoint Service Description” document.
- EUCC Instant Messaging: Service availability includes Communicator Web Access, the Microsoft Lync Instant Messaging client.
- Audio, Video and Net Conferencing: Service availability includes audio conferencing, video conference network infrastructure and net conferencing.

Incident Response Levels

The incident response levels associated with Enterprise Unified Communication and Collaboration services match those identified in the Service Desk “Incident Management Quick

Reference.” The following table lists examples of service incidents and the priority levels associated with them.

Table 5: Incident Response Levels for Enterprise Unified Communication and Collaboration

| Level | Example |
|----------------------|--|
| Priority 4: Low | <ul style="list-style-type: none"> • EUCC Email – Delegation assignment; Free/busy not updating • EUCC SharePoint – Alert notification not working for individual users • EUCC Instant Messaging – audio and video hardware issue for individual users • Audio, Video and Net Conferencing – software incompatibility on individual user workstation |
| Priority 3: Medium | <ul style="list-style-type: none"> • EUCC Email – Mobile device not sending/receiving messages; user cannot login • EUCC SharePoint – Individual user cannot access SharePoint site. • EUCC Instant Messaging – IM, desktop sharing, presence or login not working for individual users • Audio, Video and Net Conferencing – Cannot start audio, video, or net conference |
| Priority 2: High | <ul style="list-style-type: none"> • EUCC Email – access or functionality for a group of users is non-functional • EUCC SharePoint – access or functionality for a group of users is non-functional • EUCC Instant Messaging – access or functionality for a group of users is non-functional • Audio, Video and Net Conferencing – access or functionality for a group of users is non-functional |
| Priority 1: Critical | <ul style="list-style-type: none"> • EUCC Email – access for a large group of users is non-functional • EUCC SharePoint – access for a large group of users is non-functional • EUCC Instant Messaging – access for a large group of users is non-functional • Audio, Video and Net Conferencing – access for a large group of users is non-functional |

Service Level Objectives

The tables below contain the Service Level Objectives for the specified EUCC services.

Table 6: Service Level Objectives for EUCC Email Services

| Metric | Definition | Threshold |
|----------------------|---|--|
| Service Availability | Measures service availability. Combined with other metrics, gives an end-to-end view of EUCC as a managed service | 99.9% availability* *not including Downtime for scheduled maintenance |

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

| Metric | Definition | Threshold |
|---|--|--|
| Customer Satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys |
| Support Resolution | Measures the speed of incident resolution by the MN.IT Service Desk | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |
| Service Response | Measures the speed of request resolution by the MN.IT Service Desk | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis. |
| BlackBerry device - disable/wipe requests | In the event a BlackBerry device is lost or stolen, it can be disabled and remotely "wiped". | Escalated cases will be done within 1 hour of request; all others are completed in 1 business day. |
| Mail Flow | Measures the amount of time it takes to deliver a synthetically generated message | 90% of messages received in less than 90 seconds |

Table 7: Service Level Objectives for EUCC SharePoint Services

| Metric | Definition | Threshold |
|-----------------------|---|--|
| Service Availability | Measures service availability. Combined with other metrics, gives an end-to-end view of EUCC as a managed service | 99.9% availability* *not including Downtime for scheduled maintenance |
| Customer Satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys |
| Support Resolution | Measures the speed of incident resolution by the MN.IT Service Desk | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |
| Service Response | Measures the speed of request resolution by the MN.IT Service Desk | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis. |

| Metric | Definition | Threshold |
|--------------------------------|---|--|
| SharePoint Site Access request | Determined by automated monitoring that attempts to render SharePoint sites every minute. | Customers have continuous access to all SharePoint sites for which they have appropriate permissions. Does not include scheduled downtime within pre-established maintenance windows |

Table 8: Service Level Objectives for EUCC Instant Messaging Services

| Metric | Definition | Threshold |
|-----------------------|---|--|
| Service Availability | Measures service availability. Combined with other metrics, gives an end-to-end view of EUCC as a managed service | 99.9% availability* *not including Downtime for scheduled maintenance |
| Customer Satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys |
| Support Resolution | Measures the speed of incident resolution by the MN.IT Service Desk | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |
| Service Response | Measures the speed of request resolution by the MN.IT Service Desk | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis. |

Table 9: Service Level Objectives for Audio, Video and Net Conferencing Services

| Metric | Definition | Threshold |
|-----------------------|---|---|
| Service Availability | Measures service availability. | 99.9% availability* *not including Downtime for scheduled maintenance |
| Customer Satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys |
| Support Resolution | Measures the speed of incident resolution by the MN.IT Service Desk | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |
| Service Response | Measures the speed of request resolution by the MN.IT Service Desk | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. |

| Metric | Definition | Threshold |
|--------|------------|--|
| | | Requests can be escalated on a case-by-case basis. |

Reporting

Reports for EUCC services are created monthly and made available to agencies. Specific reporting deliverables are listed below:

EUCC Email

- **Service Availability (monthly):** Percent of service availability for the month.
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months.
- **Percentage of Spam and Virus detected:** Percent of email from the internet which are rejected because they contained spam or a virus.
- **Number of Mailboxes:** Total number of mailboxes in EUCC Email.
- **Number of BlackBerry devices:** Total number of BlackBerry devices connecting to EUCC Email.
- **Number of ActiveSync devices:** Total number of ActiveSync devices connecting to EUCC Email.
- **Email Volume (total):** Total number of emails received from the internet.
- **Email Volume (spam/virus rejected):** Total number of emails rejected from the internet because they contained spam or a virus.

EUCC SharePoint

- **Service Availability (monthly):** Percent of service availability for the month.
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months.

EUCC Instant Messaging

- **Service Availability (monthly):** Percent of service availability for the month.
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months.

Audio, Video and Net Conferencing

- **Service Availability (monthly):** Percent of service availability for the month.
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months.

Facility Services

Service Description Overview

MN.IT Service's portfolio of Facility Information Technology Services (FIT Services) supports business requirements for the provisioning and management of IT equipment and services in areas such as:

- Common areas – including reception areas, lobbies, elevator areas and hallways
- Conference rooms – including specialized meeting spaces such as board rooms, collaboration spaces, video conference rooms, press conference rooms or demonstration areas
- Training rooms and laboratory areas

FIT Services are focused on:

Facility IT Operations - MN.IT staff supports hardware, software, network, security, and programming features of audio-visual (A/V) technology used to meet Agency business requirements.

Facility IT Design and Development - MN.IT staff works collaboratively with Agency business units and/or vendor-partners to analyze needs, goals, and budget in order to define the best facility IT solutions for the Agency.

In support of its services, MN.IT will develop and maintain Minnesota standards and vendor contracts for A/V products in major categories that can be used when selecting the facility's IT products. MN.IT will also maintain professional service contracts with vendors that specialize in design and development of A/V systems.

Service Metrics

Support Hours

FIT Service Support is provided during normal business hours.

Service Availability

Due to the wide variety of service components, FIT Service availability is not measured on an overall basis. Availability metrics are defined for individual FIT components based upon Agency business requirements.

Incident Response Levels

The incident response levels associated with FIT Services match those identified in the Service Desk "Incident Management Quick Reference." The following table lists examples of service incidents and the priority levels associated with them.

Table 10: Incident Response Level Examples for FIT Services

| Level | Example |
|----------------------|--|
| Priority 4: Low | <ul style="list-style-type: none"> The service is not operational for one or more users outside of the hours of availability. |
| Priority 3: Medium | <ul style="list-style-type: none"> A major function of the service is reported as non-operational during Downtime Period. Enhancement requests |
| Priority 2: High | <ul style="list-style-type: none"> A minor function of service is not operational for one or more users (who can continue to use other service functions). A user has questions about the service functionality or needs assistance in using the service. A user needs administrative assistance. |
| Priority 1: Critical | <ul style="list-style-type: none"> The service is not operational for multiple users during scheduled availability. A major function of the service is not operational for multiple users during the hours that the service is scheduled for availability. |

Service Level Objectives

The tables below contain the Service Level Objectives for the FIT Operational Services.

Table 11: Service Level Objectives for FIT Operations Service

| Metric | Definition | Threshold |
|-----------------------|---|---|
| Service Availability | Measures service availability. <i>*Does not include downtime for scheduled maintenance</i> | Does not apply |
| Customer Satisfaction | Measures how the customer perceives the value. | 80% positive approval rating through customer surveys |
| Support Resolution | Measures the speed of incident response by the Service Desk. | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |

Table 12: Service Level Objectives for FIT Design and Development Services

| Metric | Threshold | Definition |
|-----------------------|---|---|
| Service Response | 2 business days | Measures the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff. |
| Customer Satisfaction | 80% positive approval rating through customer surveys | Measures how the customer perceives the value |

Reporting

MN.IT staff for FIT services will develop and support a FIT service reporting process that reflects the needs and resources of the Agency.

Reporting for FIT Design and Development will include:

- Project Hours: Project hours completed and project hours remaining.
- Project Deliverables: Project management tracking via deliverable reporting.
- Project Status/Schedule: Overall project management status and schedule adherence.

Minnesota Geospatial Information Office (MnGeo)

Service Description Overview

The MnGeo Services delivered by MN.IT Services consist of two distinct offerings:

- Geospatial Coordination Services
- Geospatial Professional Services

The sections below provide a high-level description of these services.

Geospatial Coordination Services

As specified in legislation and supported by a legislative appropriation, MnGeo provides coordination services that support the development, implementation and use of geospatial technology in Minnesota. Guided by state agencies, other government and non-government stakeholders, its coordination activities focus on six core activities: community outreach, communications, geospatial data and technology coordination, data and web services, training and technical guidance

Geospatial Professional Services

For more than 30 years – first as LMIC, MnGeo has offered a diverse set of GIS professional services on a fee-for-service basis. MnGeo staff work closely with its clients to define a suitable scope for the service, identify tasks and deliverables, create and refine a work plan and budget, execute and manage the defined effort to completion. Typically client needs require a mix of project design, database development, applications development, spatial analysis and map production. Efforts vary in length and complexity, with some taking a few hours and costing little and others extending over several years and involving significant expenditures. Core geospatial services include providing assistance for developing business requirements, designing solutions, system development/implementation and system operations/maintenance. Professional map printing is also available for existing content.

Service Metrics

Support Hours

MnGeo provides geospatial support during normal business hours..

Service Availability

Service availability describes the time professional services are available to the Agency. Service availability for professional services varies with staffing levels and project commitments. MN.IT provides clear and timely information on when professional services staff are available.

Incident Response Levels

The incident response levels associated with Security Services match those identified in the Service Desk “Incident Management Quick Reference.” The following table lists examples of service incidents and the priority levels associated with them.

Table 13: Incident Response Levels for MnGeo Services

| Level | Example |
|----------------------|--|
| Priority 4: Low | <ul style="list-style-type: none"> • The service is not operational for one or more users outside of the hours of availability |
| Priority 3: Medium | <ul style="list-style-type: none"> • A major function of the service is reported as non-operational during Downtime Period • Enhancement requests |
| Priority 2: High | <ul style="list-style-type: none"> • A minor function of the service is not operational for one or more users (who can continue to use other application functions) • A user has questions about the service functionality or needs assistance in using the service • A user needs administrative assistance |
| Priority 1: Critical | <ul style="list-style-type: none"> • The service is not operational for multiple users during scheduled availability • A major function of the service is not operational for multiple users during the hours that the service is scheduled for availability • Security Services has identified a breach of a critical system |

Service Level Objectives

Service Level Objectives are focused on the following elements within each Security Service area. The tables below contain the Service Level Objectives for the specified Security Services.

Table 14: Service Level Objectives for MnGeo Services

| Metric | Definition | Threshold |
|-----------------------|--|---|
| Customer Satisfaction | Measure how the customer perceives the value | 80% positive approval rating through customer surveys |
| Service Response | Measure the speed of incident response by the MN.IT Service Desk | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |
| Service Request | Measure the maximum time required to respond to a request. | Typical – 1 business day Critical – 4 hours |

Table 15: Service Level Objectives for MnGeo Services

| Metric | Definition | Threshold |
|-----------------------|---|---|
| Support Resolution | Measure the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff | Target: Next business day |
| Customer Satisfaction | Measure how the customer perceives the value | 80% positive approval rating through customer surveys |

Reporting

MN.IT MnGeo Services creates reports that meet business requirements. Reports generated from MnGeo Services are made available to customers quarterly.

MnGeo Project Coordination/Professional Services

- **Project Hours:** Project hours completed and project hours remaining
- **Project Deliverables:** Project management tracking via deliverable reporting
- **Project Status/Schedule:** Overall project management status and schedule adherence

Security Services

Service Description Overview

The Security Services delivered by MN.IT Services contain five distinct service offerings:

- Information Security Program Management
- Access Control to Systems
- Security Incident Response and Forensics
- Security Awareness and Training
- IT Service Continuity

The sections below provide a high-level description of these services.

Information Security Program Management

The State of Minnesota recognizes that information is a critical asset. How information is managed, controlled, and protected has a significant impact on the delivery of state services and is vital to maintaining the trust of those that provide data to the State and/or use state programs. Information assets held in trust by the State must be protected from unauthorized disclosure, theft, loss, destruction, and alteration. Information assets must be available when needed, particularly during emergencies and times of crisis.

It is for this reason that Minnesota Statutes chapter 16E requires the State Chief Information Officer (State CIO) to develop cyber security policies, standards, and guidelines for the executive branch. Minnesota Statutes also give the State CIO authority to install and administer security systems for use by all.

Key service tasks include:

- Align security program activities and staff with a generally accepted best practice framework
- Oversee the creation and maintenance of information security policies, standards, procedures, and guidelines
- Create and maintain strategic and tactical plans
- Coordinate the movement of plans, policies, standards, and other authoritative documents through a governance process
- Track information security risk key performance indicators
- Disseminate security metrics and risk information to executives and other managers for decision making
- Coordinate security efforts with local government entities and other branches of government

Access Control to Systems

Access Control to Systems manages the identities for users and devices, and controls access to system resources based on these identities, while ensuring users and devices have access to only those systems for which they are properly authenticated and authorized to access.

Key service tasks include:

- Maintain identities by resetting passwords, adding/removing user accounts, verifying access to information, etc.
- Enforce password policies ensuring password strength is adequate
- Manage access to information resources and data, e.g. segregation of duties
- Manage privileged accounts that can bypass security so systems are secure
- Manage encryption keys and security certificates to provide trust for transactions and websites

Security Incident Response and Forensics

Security Incident Response and Forensics are professional services that utilize multiple tools to resolve the Agency business issues below. Security Incident Management is a process to stop unwanted activity, limit damage, and prevent recurrence of security events. Computer forensics is a standardized process to determine the cause, scope, and impact of incidents and limit damage that may be used in legal or human resource actions.

Issues addressed by these services include the following:

- Agency-Specific Incidents
- Denial of Service
- Security Policy Violations
- Malware
- Physical Loss/Theft/Damage
- Unauthorized Access
- Unauthorized Alteration/Destruction
- Unauthorized Disclosure

Security Training and Awareness

Information security and awareness provides employees at all levels with relevant security information and training to lessen the number of security incidents.

MN.IT Services can provide training and support in the following areas:

- Generalized Security and Awareness
- Customized Security Awareness and Training for unique requirements
- Online training for SANS Securing the Human

IT Service Continuity

By Governor's Executive Order, MN.IT Services has overall responsibility for the state's enterprise continuity of operations program, policies and standards; and each state agency is required to develop and maintain a continuity of operations plan. Continuity of operations planning is the process of identifying, mitigating and responding to a service or technology interruption.

MN.IT Services IT Service Continuity provides:

- A standard that establishes planning requirements for all executive branch agencies
- Planning templates, guidance documents, and training materials
- Responsibility for loss of technology
- A secure continuity of operations planning tool for the storage and maintenance of continuity plans and data.

IT Service Continuity includes those activities performed daily to maintain service, consistency, operational resilience and recoverability of services due to a loss of personnel, facility, supply chain or technology.

Service Metrics

Support Hours

Support for Information Security Program Management is provided during normal business hours

Support for Access Control to Systems services is provided 24 x 7 x 365.

Support for Security Incident Response and Forensics is provided 24 x 7 x 365.

Support for Security Awareness and Training is provided during normal business hours.

Support for IT Service Continuity is provided during normal business hours

Emergency procedures are in place to provide services during interruptions occurring outside of normal business hours.

Service Availability

Service availability describes the time professional services are available to the Agency.

Service availability for professional services varies with staffing levels and project commitments. MN.IT provides clear and timely information on when professional services staff are available.

Incident Response Levels

The incident response levels associated with Security Services match those identified in the Service Desk "Incident Management Quick Reference." The following table lists examples of service incidents and the priority levels associated with them.

Table 16: Incident Response Levels for Security Services

| Level | Example |
|----------------------|--|
| Priority 4: Low | <ul style="list-style-type: none"> • The service is not operational for one or more users outside of the hours of availability |
| Priority 3: Medium | <ul style="list-style-type: none"> • A major function of the service is reported as non-operational during Downtime Period • Enhancement requests |
| Priority 2: High | <ul style="list-style-type: none"> • A minor function of the service is not operational for one or more users (who can continue to use other application functions) • A user has questions about the service functionality or needs assistance in using the service • A user needs administrative assistance |
| Priority 1: Critical | <ul style="list-style-type: none"> • The service is not operational for multiple users during scheduled availability • A major function of the service is not operational for multiple users during the hours that the service is scheduled for availability • Security Services has identified a breach of a critical system |

Service Level Objectives

Service Level Objectives are focused on the following elements within each Security Service area. The tables below contain the Service Level Objectives for the specified Security Services.

Table 17: Service Level Objectives for Information Security Program Management Service

| Metric | Definition | Threshold |
|-----------------------|---|---|
| Support Resolution | Measure the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff | 2 business days |
| Customer Satisfaction | Measure how the customer perceives the value | 80% positive approval rating through customer surveys |

Table 18: Service Level Objectives for Access Control to Systems Service

| Metric | Definition | Threshold |
|-----------------------|--|---|
| Customer Satisfaction | Measure how the customer perceives the value | 80% positive approval rating through customer surveys |
| Service Response | Measure the speed of incident response by the MN.IT Service Desk | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |
| Service Request | Measure the maximum time required to respond to a request. | Typical – 1 business day Critical – 4 hours |

Table 19: Service Level Objectives for Security Incident Response and Forensics Service

| Metric | Definition | Threshold |
|-----------------------|---|---|
| Service Response | Measure the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff | Target: Next business day Typical: 4 hours |
| Customer Satisfaction | Measure how the customer perceives the value | 80% positive approval rating through customer surveys |

Table 20: Service Level Objectives for Security Awareness and Training Service

| Metric | Definition | Threshold |
|-----------------------|---|---|
| Support Resolution | Measure the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff | 2 business days |
| Customer Satisfaction | Measure how the customer perceives the value | 80% positive approval rating through customer surveys |

Table 21: Service Level Objectives for IT Service Continuity Service

| Metric | Definition | Threshold |
|-----------------------|---|---|
| Support Resolution | Measure the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff | 2 business days |
| Customer Satisfaction | Measure how the customer perceives the value | 80% positive approval rating through customer surveys |

Reporting

MN.IT Security Services creates reports that meet business requirements. Reports generated from Security Services are classified as nonpublic and must be handled as such.

- Information Security Program Management: The MN.IT IT Standards and Risk Management Division will assess risk by compiling and reporting metrics for all security services. Details of each service metric and reporting are in the Information Security Program Management Service Description.
- Access Control to Systems: reports for Access Control metrics are created and made available to authorized Agency representatives.
- Security Incident Response and Forensics: Security Incident and Forensic reports are created to satisfy specific inquiry requirements and available to authorized Agency representatives upon request.
- Security Awareness and Training: Security Awareness and Training reports can be created to satisfy specific requirements upon request.
- IT Service Continuity: Reports regarding continuity of operations planning can be created to satisfy specific inquiry requirements and are available to authorized Agency representatives upon request
- IT Service Continuity Standard reports regarding IT Service Continuity planning are provided to authorized Agency representatives upon request.

Voice Services

Service Description Overview

Voice Services consist of the following service categories and are provisioned in one of three ways – through MN.IT infrastructure or through telephone companies or other providers:

- **Dial tone services** provide connections to the public switched telephone network (PSTN). Telephone equipment is provided by MN.IT Services to agencies. Dial tone services include:
 - Classic Voice – telephone lines and telephone numbers of various types, analog or digital circuits, 911 access services and long distance services, contracted through third-party telephone companies.
 - Private Branch Exchange Systems (PBXs) of various types, including Enterprise IP Telephony (IPT) and individual premise-based systems that are analog, digital or IP-enabled.
- **Voice-related applications or services**, including but not limited to:
 - Voicemail – automatic phone messaging and simple menus that answer or direct incoming phone calls.
 - Contact/call center infrastructure that supports telephone call queuing, monitoring and reports for agents that interact with inbound and outbound callers using voice and/or web chat.
 - Interactive voice response (IVR) – menus that answer incoming telephone calls to provide information (optionally connected to external computer systems), transfer calls to call centers based on caller input, and perform other sophisticated functions.
 - Value-added applications for Enterprise IPT – call recording, quality monitoring, workforce management, mobility support and notification/alerting.
 - Over-the-phone interpretation services in which the end user interacts with a limited English proficiency (LEP) citizen by accessing an interpreter for any language.
 - e-Fax services – inbound and outbound fax that provides individual fax telephone numbers for users and can replace the need for fax machines.

Service Metrics

Support Hours

Support hours for Dial Tone Services are:

- **Classic Voice** – normal business hours
- **Private Branch Exchange Systems (PBXs)** – 24 x 7 x 365

Support hours for Voice-related applications or services:

- **Voicemail** – 24 x 7 x 365
- **Contact/call center infrastructure** – 24 x 7 x 365
- **Interactive voice response (IVR)** – normal business hours
- **Over-the-phone interpretation services** – normal business hours
- **e-Fax services** – 24 x 7 x 365

Service Availability

Service availability represents the percentage of time that a service is running and available to the end-user. The Service Availability metric is derived for each Agency endpoint as a measure of the uptime. Uptime is the time period during which the Service Element at the Agency endpoint and the shared infrastructure is fully functional. Service Availability is calculated as a percentage as shown in the formula below.

$$\frac{[\text{Applicable days in calendar month} \times 24 \times 60] \text{ minus } [\text{Minutes of outage in calendar month}]}{\text{Applicable days in calendar month} \times 24 \times 60} \times 100$$

When a service is interrupted, Outage is calculated from the time of entering Service Desk incident ticket to the time the ticket is resolved. Downtime Period is a period of ten consecutive minutes of Downtime. Intermittent downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Service interruption for scheduled maintenance, called Scheduled Downtime, is excluded from the Availability calculation. Scheduled maintenance means those instances when MN.IT notifies the Agency at least five days prior to the commencement of such Scheduled Downtime. The Agency may request the MN.IT Service Desk to reschedule the maintenance if the date and time announced in the notification are not acceptable. MN.IT will work with all agencies to find a suitable date and time for the scheduled maintenance. There will be no more than fifteen hours of Scheduled Downtime per calendar year, and no more than two hours per month. Scheduled Downtime reports will be available to agencies every month.

Incident Response Levels

The incident response levels associated with Voice services match those identified in the Service Desk “Incident Management Quick Reference.” The following table lists examples of service incidents and the priority levels associated with them.

Table 22: Incident Response Levels for Voice Services

| Level | Example |
|--------------------|--|
| Priority 4: Low | <ul style="list-style-type: none"> • Dial Tone Services – minor incidents that do not affect overall functionality • Voice Related Services – minor incidents that do not affect overall functionality |
| Priority 3: Medium | <ul style="list-style-type: none"> • Dial Tone Services – telephone service for individual user is non-functional • Voice Related Services – a service for an individual user is non-functional |

| Level | Example |
|----------------------|--|
| Priority 2: High | <ul style="list-style-type: none"> • Dial Tone Services – telephone services for a group of users is non-functional • Voice Related Services – a service is non-functional for multiple users |
| Priority 1: Critical | <ul style="list-style-type: none"> • Dial Tone Services – telephone services for a large group of users is non-functional • Voice Related Services – a service is non-functional for all users |

Service Level Objectives

The tables below contain the Service Level Objectives for Voice Services.

Table 23: Service Level Objectives for Dial Tone Services

| Metric | Definition | Threshold |
|---|--|---|
| Service Availability – Classic Voice | Measures the availability for MN.IT Enterprise Classic Voice services. | 99.9% availability* *not including Downtime for scheduled maintenance |
| Service Availability – PBX | Measures the availability for MN.IT Enterprise IPT services. | 99.9% availability* *not including Downtime for scheduled maintenance |
| Customer satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys |
| Average time to resolve an incident | Measures the speed of incident resolution by MN.IT Services | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |
| Average time to fulfill a move, add, change request for Classic Voice services | Measures the speed of request resolution by MN.IT Services | 5 business days |
| Average time to fulfill a move, add, change request for PBX services | Measures the speed of request resolution by MN.IT Services | 5 business days |
| Average time to fulfill a new implementation request for Classic Voice services | Measures the speed of request resolution by MN.IT Services | 12 business days |
| Average time to fulfill a new implementation request for PBX | Measures the speed of request resolution by MN.IT Services | 90 business days |

| Metric | Definition | Threshold |
|------------------|---|---------------------------|
| services | | |
| PBX Call Quality | See service definition for more information | Mean Opinion Score 4 to 5 |

Table 24: Service Level Objectives for Voice Related Services

| Metric | Definition | Threshold |
|--|---|---|
| Service availability | Measures the availability for MN.IT Enterprise services. | 99.9% availability* *not including downtime for scheduled maintenance |
| Customer satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys |
| Support Resolution | Measures the speed of incident resolution by MN.IT Services | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |
| Average time to fulfill a move, add, change request for Voice-Related services | Measures the speed of request resolution by MN.IT Services | 5 business days |
| New service implementation response time | Measures the time necessary to respond to a typical inquiry | 2 business days |

Reporting

Online information will be available on a website with secure login that contains the metrics appropriate to services purchased by the Agency. Service reports will also be available on the secure website.

Web Management

Service Description Overview

Web Management services delivered by MN.IT Services consist of services related to the management of web servers, website design, and mechanisms to manage web content. The sections below provide a high-level description of these Web Management services:

- Web Server Management
- Website Design
- Content Management

Web Server Management

- **Static Web Hosting:** Static web hosting provides storage and delivery of manually updated websites. The service gives agencies a secure, reliable web presence with a specific domain name and covers the processes involved in establishing and maintaining a new static website.
- **Dynamic Web Hosting:** Dynamic web hosting provides a website that delivers real-time, query-based web content. Websites are created using web content management (WCM) tools that are easier to build and maintain than static websites, ensure compliance with web standards, and standardize navigational tools for users. WCM hosting offers a full portal tool suite, including content management, consistent look-and-feel templates and policies, decentralized content creation and posting, agency personalization, and a customized search interface.
- **Website Management Operations:** The delivery of both static and dynamic web hosting services depends on a robust, highly-available infrastructure. MN.IT staff maintains this infrastructure using best practices for equipment maintenance, redundancy, data integrity, security, alerts, and logging.

Website Design

- **User Interface Design:** MN.IT's professional web design staff helps organizations develop a consistent, intuitive, professional browsing experience from a customer-centric perspective. Specific capabilities may include: logo development for fresh agency branding, customer-oriented site navigation and taxonomies, advanced search and metadata development, graphics design, and meeting facilitation for the requirements gathering process.
- **Accessibility:** MN.IT provides assistance with meeting the compliance requirements of both Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level, as well as ADA sections on access to information on state government websites

- **Information Architecture:** Website design services may include information architecture definition related to the integration of visual design, taxonomy development, keywords, naming conventions, and find-ability.

Web Content Management

- **Training:** MN.IT's web hosting and design services may require Agencies to learn new skills to manage/maintain their web content. Typically, MN.IT provides separate training for web content managers and content contributors.
- **Migration Services:** When moving from one hosting platform and/or web technology to another, MN.IT provides tools and techniques for efficiently migrating web content. Depending on the quality of the code, source and destination hosting platforms, migration services may be automated.

Service Metrics

Support Hours

Support for web server management services is provided 24 x 7 x 365.

Support for Web Management (WM) professional services (design and content management) is provided during normal business hours.

Service Availability

Service availability describes the time the system is running and available to the Agency. Service availability for web server management is 99.9% and excludes time to perform routine or scheduled maintenance. Web hosting service availability is calculated as follows:

$$\frac{[\text{Applicable days in calendar month} \times 24 \times 60] \text{ minus } [\text{Minutes of outage in calendar month}]}{\text{Applicable days in calendar month} \times 24 \times 60} \times 100$$

Service availability for Web Management professional services varies with staffing levels and project commitments. MN.IT provides clear and timely information on when professional services staff are available.

Scheduled downtime means those times where MN.IT notifies agencies of periods of Downtime for Scheduled Maintenance at least five days prior to the commencement of such Downtime. There will be no more than fifteen hours of Scheduled Downtime per calendar year, and no more than two hours per month. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Downtime period is a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Scheduled Downtime will be announced every month and be available to agencies. If a Scheduled Downtime conflicts with other activities/operations of an Agency, the Agency can

request an alternate date for the Scheduled Downtime thru the service desk. MN.IT will work with all agencies to find a date that balances the needs/priorities of all.

Incident Response Levels

The incident response levels associated with Web Management services match those identified in the Service Desk “Incident Management Quick Reference.” The following table lists examples of service incidents and the priority levels associated with them.

Table 25: Incident Response Levels for Web Server Management

| Level | Example |
|----------------------|---|
| Priority 4: Low | <ul style="list-style-type: none"> The hosting service is not operational for one or more users outside of the hours of availability |
| Priority 3: Medium | <ul style="list-style-type: none"> A major function of the hosting service is reported as non-operational during Downtime Period Enhancement requests |
| Priority 2: High | <ul style="list-style-type: none"> A minor function of the hosting service is not operational for one or more users (who can continue to use other application functions) A user has questions about the hosting service functionality or needs assistance in using the service A user needs administrative assistance |
| Priority 1: Critical | <ul style="list-style-type: none"> The hosted website is not operational for multiple users during scheduled availability A major function of the hosting service is not operational for multiple users during the hours that the service is scheduled for availability |

Service Level Objectives

The table below contains the Service Level Objectives for Web Management services.

Table 26: Service Level Objectives for Web Server Management

| Metric | Definition | Threshold |
|-----------------------|---|---|
| Service Availability | Measures service availability. *Does not include downtime for scheduled maintenance | 99.9% availability* |
| Customer Satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys |
| Support Resolution | Measures the speed of incident response by the Service Desk | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |

| Metric | Definition | Threshold |
|-----------------|--|--|
| Server Response | Measures the maximum time before the web server generates a response. **Does not include network latency | 0.5 seconds** |
| Content Change | Measures the maximum time required to make a content change. | Typical – 1 business day Critical – 4 hours |

Table 27: Service Level Objectives for Web Design and Content Management

| Metric | Definition | Threshold |
|-----------------------|---|---|
| Support Resolution | Measures the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff. | 2 business days |
| Customer Satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys |

Reporting

Reports for Web Management services are created monthly and made available to agencies. Specific reporting deliverables are listed below:

Static Hosting

- **Hits:** Unique page impressions
- **Data Storage:** Amount of stored data, measured in gigabytes
- **Bandwidth:** Amount of network bandwidth consumed, measured in gigabytes/month
- **Service Availability (monthly):** Percent of service availability for the month
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months

Dynamic Hosting

- **Hits:** Unique page impressions
- **Data Storage:** Amount of stored data, measured in gigabytes
- **Bandwidth:** Amount of network bandwidth consumed, measured in gigabytes/month
- **Content Items:** Number of items that can be delivered as dynamic content
- **Service Availability (monthly):** Percent of service availability for the month
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months

Professional Services

- **Project Hours:** Project hours completed and project hours remaining
- **Project Deliverables:** Project management tracking via deliverable reporting
- **Project Status/Schedule:** Overall project management status and schedule adherence

Workstation Management

Service Description Overview

Workstation management is comprised of: 1) operating systems; 2) hardware; 3) software; 4) accessories and peripherals; and 5) security. This section provides a high-level description of the services which comprise Workstation Management delivered by MN.IT Services.

- **Operating Systems:** Microsoft Windows client operating system is the primary supported operating system. Limited support for Mac OS 10.x is also available.
- **Hardware:** A standard laptop, desktop and/or virtual desktop interface device for end users to complete their work. Advanced options within each hardware class may be available, to provide additional computing power (e.g., processor, memory).
- **Software:** Workstations will have “standard” software (e.g., Microsoft Office) installed for end users to complete their work. Beyond what is provided in standard, some end users will require “additional” software which consists of common requested software (e.g., Microsoft Visio) and unique “one-off” software.
- **Accessories and peripherals:** A black and white printer will be made available to all end users and a color printer to those who require one. For those with business needs, specialized and/or accessibility equipment such as audio recording devices, digital cameras, scanners, and screen readers can be purchased on an as needed basis.
- **Security:** Workstations will be configured to install updates and patches on a regular basis, be protected by up-to-date anti-virus software, as well as a local firewall and encryption running on the client operating system.

Service Metrics

Support Hours

Support for Workstation Management services is provided during normal business hours.

Service Availability

Service availability describes the percentage of time that the service is running and available to the end user. Service availability for Workstation Management supporting infrastructure is 99.9%. Workstation Management supporting infrastructure includes access to file shares; print servers; critical Windows client patches; and definition updates for anti-virus and anti-malware products. There is no Service Availability metric for end user workstations or workstation accessories and peripherals.

Workstation Management supporting infrastructure service availability is calculated as follows:

$$\frac{[\text{Applicable days in calendar month} \times 24 \times 60] \text{ minus } [\text{Minutes of outage in calendar month}]}{\text{Applicable days in calendar month} \times 24 \times 60} \times 100$$

Scheduled downtime means those times where MN.IT Services notifies agencies of periods of Downtime for Scheduled Maintenance at least five days prior to the commencement of such Downtime. There will be no more than fifteen hours of Scheduled Downtime for Workstation Management per calendar year, and no more than two hours per month. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Downtime period is a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Scheduled Downtime will be announced every month and the schedule will be available to agencies. If a Scheduled Downtime conflicts with other activities/operations of the Agency, the Agency can request an alternate date for the Scheduled Downtime through the MN.IT Service Desk. MN.IT Services will work with agencies to find a date that balances the needs/priorities of all.

Incident Response Levels

The incident response levels associated with Workstation Management services match those identified in the Service Desk “Incident Management Quick Reference.” The following table lists examples of service incidents and the priority levels associated with them.

Table 28: Incident Response Levels for Workstation Management

| Level | Example |
|----------------------|---|
| Priority 4: Low | <ul style="list-style-type: none"> • Troubleshooting of one-off “additional” software • Troubleshooting of accessories and peripherals |
| Priority 3: Medium | <ul style="list-style-type: none"> • A workstation hardware failure or software error • Troubleshooting of commonly requested “additional” software |
| Priority 2: High | <ul style="list-style-type: none"> • A major function of the Workstation Management supporting infrastructure, such as a file or print server unavailable to end users |
| Priority 1: Critical | <ul style="list-style-type: none"> • Workstation virus or malware outbreak |

Service Level Objectives

The table below contain the Service Level Objectives for Workstation Management.

Table 29: Service Level Objectives for Workstation Management Services

| Metric | Definition | Threshold |
|---|--|--|
| Supporting infrastructure availability | Measures service availability of supporting infrastructure (e.g., file shares and print servers, critical Windows client patches). | 99.9% availability* *not including Downtime for scheduled maintenance |
| Customer satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys |
| Support Resolution | Measures the speed of incident resolution by MN.IT Services | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours |
| Service Response | Measures the speed of request resolution by MN.IT Services | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis. |
| Average time to fulfill Workstation deployment and replacement requests | Measures the speed of fulfilling requests to deploy or replace a workstation ** If workstation and/or resources demands exceed supply, delivery of hardware may impact expected delivery times. | Up to 10 workstations – 10 business days from receipt of hardware** Greater than 10 workstations – delivery time varies** |
| Average time to fulfill additional "one-off" software requests | Measures the speed of one-off software installation request resolution by MN.IT Services | 5 to 10 business days |
| Critical Windows client patches | Measures the number of workstations receiving timely critical patches/updates. | 80% of workstations updated within 7 days |

Reporting

Reports for Workstation Management services are created monthly and made available to agencies. Specific reporting deliverables are listed below:

- **Laptops:** Total number of laptop computers being supported
- **Desktops:** Total number of desktop computers being supported
- **Total Workstations:** Total number of workstations (e.g., laptop/desktop) being supported
- **User accounts:** Total number of domain user accounts being managed
- **Printers:** Total number of network and local printers/multi-function devices being supported

Virus and malware infections detected:Total number of virus and malware infections detected

Operating system by version: Total number of workstations with a specific operating system version (e.g., Windows XP, Windows 7 Professional, and Windows 7 Enterprise)

Office of Higher Education Standard IT Services Details

General Information

MN.IT @ Office of Higher Education staff are normally available Monday through Friday between 7:30 AM and 4:30 PM, excluding state holidays. IT staff are generally not on call during off hours though a best effort to address critical incidents during off hours will be made.

Availability data for service provided by MN.IT @ Office of Higher Education will be collected beginning on July 1, 2012. A summary report will be supplied to the agency deputy commissioner on a quarterly basis or upon request. A customer satisfaction survey of agency staff will be performed annually.

Normal Work Hours

Monday through Friday: 7:00 AM to 5:00 PM

Service Metrics

If service level objectives differ from the standards in Section 3, the differences are noted below. If an Agency Threshold is blank, the Standard Threshold applies.

If this section is blank, then all Section 3 Standard Thresholds apply.

Table 3: Service Level Objectives for VPN Remote Access

| Metric | Definition | Standard Threshold | Agency Threshold |
|-----------------------|---|---|--|
| Service Availability | Measures the VPN Remote Access service availability | 99.9% availability* *not including Downtime for scheduled maintenance | 99% availability during normal working hours and 98% during non-work hours, not including downtime for scheduled maintenance |
| Customer satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys | |
| Support Resolution | Measures the speed of Incident resolution by MN.IT Services | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours | |
| Service Request | Measures the speed of service response by MN.IT Services | 2 business days | |

EUCC SharePoint services is not provided to Office of Higher Education.

EUCC Instant Messaging Services is not provided to Office of Higher Education.

Audio, Video and Net Conferencing Services is not provided to Office of Higher Education.

Table 11: Service Level Objectives for FIT Operations Services

| Metric | Definition | Standard Threshold | Agency Threshold |
|-----------------------|--|---|---|
| Service Availability | Measures service availability. *Does not include downtime for scheduled maintenance | Does not apply | SmartBoard and computer in the main conference room are available 99.5% of normal working hours. This does not include the time it takes for the SmartBoard to be serviced by vendor. |
| Customer Satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys | |
| Support Resolution | Measures the speed of Incident resolution by MN.IT Services | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours | |

FIT Design and Development Services is not provided to Office of Higher Education.

Security Awareness and Training Services is not provided to Office of Higher Education.

Table 23: Service Level Objectives for Dial Tone Services

| Metric | Definition | Standard Threshold | Agency Threshold |
|---|--|---|------------------|
| Service Availability - Classic Voice | Measures service availability for Classic Voice services | 99.9% availability* *not including Downtime for scheduled maintenance | Not applicable |
| Service Availability - PBX | Measures service availability for IPT services | 99.9% availability* *not including Downtime for scheduled maintenance | |
| Customer Satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys | |
| Support Resolution | Measures the speed of Incident resolution by MN.IT Services | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours | |
| Service Response for changing Classic Voice | Measures the speed of service response to move, add or change services by MN.IT Services | 5 business days | Not applicable |
| Service Response for changing PBX | Measures the speed of service response to move, add or change services by MN.IT Services | 5 business days | |
| Service Response for New Classic Voice implementation | Measures the speed of service response by MN.IT Services | 12 business days | Not applicable |
| Service Response for New PBX implementation | Measures the speed of service response by MN.IT Services | 90 business days | |
| PBX Call Quality | See service definition for more information | Mean Opinion Score 4 to 5 | |

Table 26: Service Level Objectives for Web Server Management

| Metric | Definition | Standard Threshold | Agency Threshold |
|-----------------------|---|---|--|
| Service Availability | Measures service availability. | 99.9% availability* *not including Downtime for scheduled maintenance | 99% availability during normal working hours and 98% during non-work hours, not including downtime for scheduled maintenance |
| Customer satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys | |
| Support Resolution | Measures the speed of Incident resolution by MN.IT Services | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours | |
| Server Response | Measures the maximum time before the web server generates a response. | 0.5 seconds **Does not include network latency | Server response time is currently not measured and will not be included summary statistics |
| Content Change | Measures the maximum time required to respond to a request. | Typical - 1 business day Critical - 4 hours | |

Table 29: Service Level Objectives for Workstation Management Services

| Metric | Definition | Standard Threshold | Agency Threshold |
|---|--|--|---|
| Supporting Infrastructure availability | Measures service availability of supporting infrastructure (e.g., file shares and print servers, critical Windows client patches). | 99.9% availability* *not including Downtime for scheduled maintenance | 99% availability during normal working hours. Does not include downtime for scheduled maintenance. |
| Customer Satisfaction | Measures how the customer perceives the value | 80% positive approval rating through customer surveys | |
| Support Resolution | Measures the speed of Incident resolution by MN.IT Services | Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours | A temporary replacement computer will be available within 4 hours when a staff workstation becomes inoperable. Replacement or repair can take up to 5 days. |
| Service Response | Measures the speed of service response by MN.IT Services | All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis. | |
| Service Response for Workstation deployment and replacement | Measures the speed of service response by MN.IT Services. ** If workstation and/or resources demands exceed supply, delivery of hardware may impact | Up to 10 workstations - 10 business days from receipt of hardware. ** Greater than 10 Work-stations -delivery time varies. | |
| Service Response for "One-off" Software Installation | Measures the speed of service response by MN.IT Services | 5 to 10 business days | |
| Critical Windows Client Patches | Measures the number of workstations receiving timely critical | 80% of workstations updated within 7 days | |



Section 4: Agency Applications

Copyright (c) 2012 Minnesota Office of MN.IT Services. Please distribute with caution; this document may contain not public data under Minnesota Statutes chapter 13, including possible security information pursuant to Minnesota Statutes section 13.37, and is also copyright protected. Upon receiving a third-party request, including those pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), immediately contact MN.IT Services.

Office of Higher Education Applications

Introduction

The Office of Higher Education applications section describes the collection of applications that support the agency’s business processes. In this context, an “application” is software that functions by means of computers to accomplish useful work.

MN.IT Services staff support thousands of different applications enterprise-wide, ranging from Parking Lot Systems to Vendor Management Systems to Web Content Management Systems. These applications may be composed of dedicated hardware and highly customized software, or may be vendor purchased “commodity” products. This section describes these applications, who supports them, how they work, and the relative priority to business users.

The details for each application can vary greatly, so the following standard information has been gathered for each major application in order to facilitate effective analysis and accountability:

- **Business Division:** Primary unit within the agency structure that uses the application
- **Business Purpose:** The logical grouping of applications in support of a Business Purpose or Business Function. Applications will be sorted under each Business Purpose. For example, 10 unique applications are grouped together to provide the features and functions needed to support “License Renewal”.
- **Application Name:** How agency staff commonly refer to the application
- **Description:** Description of application
- **Contact:** Business person within the agency that should be contacted for business requirements and additional information about the application
- **Attended Hours of Operation:** Times when the application is available for use and attended by MN.IT staff.
- **Hours of Operation Currently Met:** Indicator of whether or not the Hours of Operation are being achieved with the current level of infrastructure (staff, equipment, contracts, etc.)
- **Recovery Time Objective (RTO):** The maximum period of time available for recovering an application before there is a significant impact on the agency. Possible RTO periods for the purposes of this document are as follows:

- | | |
|-------------------------------|---------------------|
| • Immediate (no downtime) | • 8 Hours |
| • 24 Hours | • 48 Hours |
| • 72 Hours | • 4 Days |
| • 5 Days | • 1 Week (7 Days) |
| • 2 Weeks (14 Days) | • 3 Weeks (21 Days) |
| • 4 Weeks (28 Days) | • TBD |
| • N/A (will not be recovered) | |

- **RTO Achievable:** Indicator of whether or not the RTO can be achieved with the current level of infrastructure in the event of a disaster
- **Criticality:** Impact if the application becomes unavailable because of an unplanned service incident. The criticality levels are as follows:
 - o 1 (Critical) = any incident that has “massive impact” and is highly visible, impacts a significant number of users, a major agency, application or service and has no redundancy or alternate path.
 - o 2 (High) = any incident that impacts a significant number of users, a major agency application or service, but has redundancy, or an alternate path or bypass.
 - o 3 (Medium) = any incident that impacts a limited number of users with a resource or service down or degraded.
 - o 4 (Low) = any incident that impacts a small number or a single user in which a resource or non-critical service is down or degraded and a deferred fix or maintenance is acceptable.
- **Availability Service Level %:** Service availability describes the time the system is running and available to the business customer. Availability Service Level is calculated as follows:

Applicable days in calendar month x 24 x 60 minus [Minutes of outage in calendar month]

Applicable days in calendar month x 24 x 60

x100

Typical service availability levels can be characterized as follows:

- o 99.9% - Maximum of 8 hours, 45 minutes of downtime per year. This level requires 24 x 7 staffing, “High Availability” (HA) system design, and redundant components.
- o 99.5% - Maximum of 43 hours, 48 minutes of downtime per year. This level requires having staff “on call”, spare parts, and/or maintenance contracts for parts delivery.
- o 99.0% - Maximum of 87 hours 36 minutes of downtime per year. This level requires having staff “on call”, well-defined system recovery procedures, and business hour staffing.
- **Regulatory Compliance Service Requirements:** Listing of any external or internal compliance requirements that govern the application. Examples include: HIPAA, JCAHO, IRS Publication 1075, etc.
- **Information Classification Service Requirements:** Indicator of information classification associated with the application. When multiple classifications apply, the highest classification is applied. Information Classifications are as follows:
 - o A = Confidential or Protected Nonpublic
 - o B = Private or Nonpublic
 - o C = Public

The information provided for each Agency application is presented “as is,” meaning that the data has been provided by the Agency-based CIO to reflect current capabilities and characteristics based on available data. As metrics change and/or more application information is available, changes will be incorporated into this document.

Business Division:

Business Purpose: Education - Post secondary

Application Name: **G.I. Bill Scholarship**

Contact: Terry Schmit

Application ID **1947**

Descriptor: Scholarship for Minnesota residents who served in the military and are attending Minnesotan post-secondary institutions

Attended Hours of Operation:

Monday - Friday 8 AM - 4:30 PM

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 99.7

Sunday

Holiday

Recovery Time Objective (RTO): 1 Week (7 Days)

RTO achievable?: Yes Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Application Name: **GRIP**

Contact: Terry Schmit

Application ID **1948**

Descriptor: Student loan consolidation program for health care professionals.

Attended Hours of Operation:

Monday - Friday 8 AM - 4:30 PM

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 99.7

Sunday

Holiday

Recovery Time Objective (RTO): 1 Week (7 Days)

RTO achievable?: Yes Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Business Division:

Business Purpose: Education - Post secondary

Application Name: Indian Scholarship **Contact:** Terry Schmit

Application ID 1949

Descriptor: Scholarship for Minnesota residents with Native American ancestry who are attending Minnesotan post-secondary institutions.

Attended Hours of Operation:

| | | |
|--------------------------------|------------------------------------|------|
| Monday - Friday 8 AM - 4:30 PM | Hours of Operation currently met?: | Yes |
| Saturday | Availability Service Levels %: | 99.7 |
| Sunday | | |
| Holiday | | |

Recovery Time Objective (RTO): 1 Week (7 Days) **RTO achievable?:** Yes **Criticality:** Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Application Name: Interstate Tuition Reciprocity (ITR) **Contact:** Terry Schmit

Application ID 1950

Descriptor: ITR allows students from Minnesota to pay reduced tuition at selected public colleges in North Dakota, South Dakota and Wisconsin.

Attended Hours of Operation:

| | | |
|--------------------------------|------------------------------------|------|
| Monday - Friday 8 AM - 4:30 PM | Hours of Operation currently met?: | Yes |
| Saturday | Availability Service Levels %: | 99.7 |
| Sunday | | |
| Holiday | | |

Recovery Time Objective (RTO): 1 Week (7 Days) **RTO achievable?:** Yes **Criticality:** Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Business Division:

Business Purpose: Education - Post secondary

Application Name: OHE Web Sites

Contact: Terry Schmit

Application ID 1951

Descriptor: Provide infrastructure, database and programming support for agency web sites including www.ohe.state.mn.us and www.getreadyforcollege.org.

Attended Hours of Operation:

Monday - Friday C 7:30 AM - 4:30 PM

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: Met, 99.4 %

Sunday

Holiday

Recovery Time Objective (RTO): 2 Weeks (14 Days)

RTO achievable?: Yes

Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Application Name: SELF Defaulters

Contact: Terry Schmit

Application ID 1952

Descriptor: Application to help collect past due amounts from borrowers that have defaulted on a SELF student loan.

Attended Hours of Operation:

Monday - Friday 8 AM - 4:30 PM

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 99.7

Sunday

Holiday

Recovery Time Objective (RTO): 1 Week (7 Days)

RTO achievable?: Yes

Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Business Division:

Business Purpose: Education - Post secondary

Application Name: State Grant

Contact: Terry Schmit

Application ID 1953

Descriptor: Need based grants for Minnesota residents attending Minnesotan post-secondary institutions.

Attended Hours of Operation:

Monday - Friday 8 AM - 4:30 PM

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 99.7

Sunday

Holiday

Recovery Time Objective (RTO): 1 Week (7 Days)

RTO achievable?: Yes **Criticality:** Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Application Name: Student Record Database

Contact: Terry Schmit

Application ID 1954

Descriptor: Provide infrastructure, database and programming support for Student Enrollment and the Degrees Conferred databases. This data is used for the interagency SLEDS project.

Attended Hours of Operation:

Monday - Friday 8 AM - 4:30 PM

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 99.7

Sunday

Holiday

Recovery Time Objective (RTO): 4 Weeks (28 Days)

RTO achievable?: Yes **Criticality:** Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Business Division:

Business Purpose: Education - Post secondary

Application Name: Summer Academic Enrichment

Contact: Terry Schmit

Application ID 1955

Descriptor: Provide stipends on a first-come, first-serve basis, to cover all or a portion of the direct cost for students in grades 3-11 to attend eligible summer academic enrichment programs.

Attended Hours of Operation:

Monday - Friday 8 AM - 4:30 PM

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 99.7

Sunday

Holiday

Recovery Time Objective (RTO): 1 Week (7 Days)

RTO achievable?: Yes **Criticality:** Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Application Name: Summer Transition

Contact: Terry Schmit

Application ID 1956

Descriptor: Need based grant for recent high school graduates to take remedial coursework before the start of their freshman year.

Attended Hours of Operation:

Monday - Friday 8 AM - 4:30 PM

Hours of Operation currently met?: Yes

Saturday

Availability Service Levels %: 99.7

Sunday

Holiday

Recovery Time Objective (RTO): 1 Week (7 Days)

RTO achievable?: Yes **Criticality:** Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:



Section 5: Projects and Initiatives

Copyright (c) 2012 Minnesota Office of MN.IT Services. Please distribute with caution; this document may contain not public data under Minnesota Statutes chapter 13, including possible security information pursuant to Minnesota Statutes section 13.37, and is also copyright protected. Upon receiving a third-party request, including those pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), immediately contact MN.IT Services.

Projects and Initiatives

Managing Project Resources and Project Priorities

Historically, most agencies have had a pool of discretionary technology funds to use throughout a budget year for IT initiatives that include the following types:

- **New applications/systems:** The design and building of business applications and tools that perform functions and processes for state programs.
- **Enhancements and changes:** Changes, enhancements and upgrades to existing applications or systems due to changing business needs and/or changing technologies.
- **Ad hoc IT requests:** IT business analysis that does not rise to the definition of a project, but requires some information technology subject matter expertise.

Within its available resources, Agency business leadership has, prior to IT consolidation, been able to manage project resources and priorities on an ongoing basis, based on their business needs and priorities.

The Agency will continue to have that same discretion within this SLA.

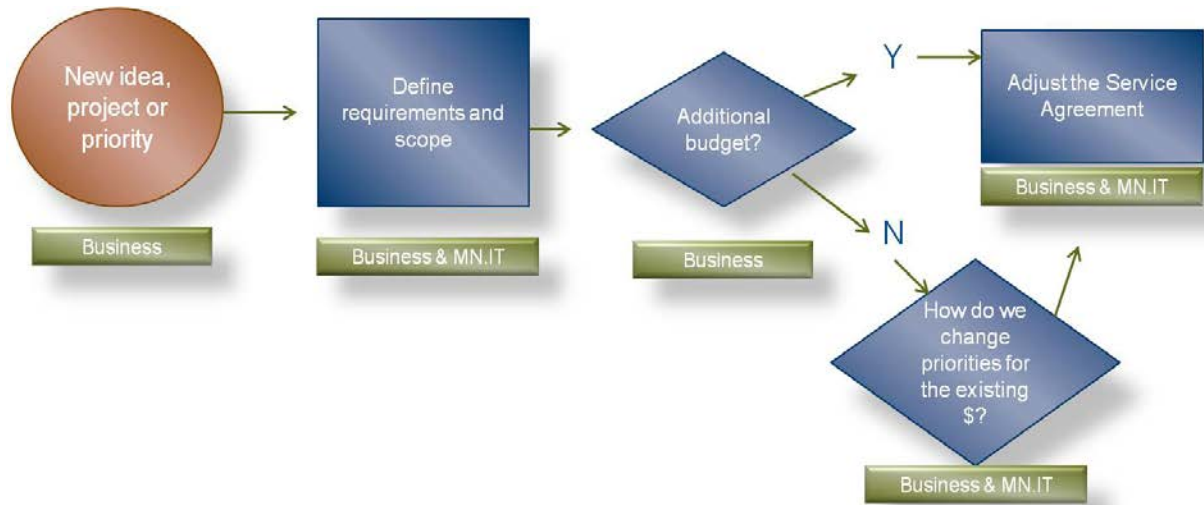
Under the terms of this SLA, the management of IT project resources and project priorities is an iterative process throughout the fiscal year, managed through a cooperative relationship between MN.IT Services and Agency business leadership.

Section 6 of this SLA outlines the portion of the Agency's total technology budget that is currently allocated to projects and initiatives. From this pool of identified funding, the Agency-based CIO will work in consultation with Agency business leadership to set priorities, manage a project portfolio as described above, and regularly report on portfolio status. Should priorities change or should circumstances arise that change available resources, the decision on how resources should be allocated and projects changed is a business decision made by Agency business leadership in consultation with the Agency-based CIO.

When a new initiative is proposed, the Agency business unit and the Agency-based CIO determine the availability of resources within the existing discretionary resource pool described in Section 6. This analysis may result in the need for an Agency executive leadership decision to adjust portfolio priorities or it may require the identification of funding beyond the available resource pool. In such cases, the Agency business unit and Agency-based CIO work to analyze the change's impact on the project portfolio, identify and allocate resources for the proposed project, and amend Section 6 of the SLA as necessary.

The diagram below summarizes the ongoing process by which MN.IT will work with Agency business to reprioritize IT projects and initiatives covered in this section in order to meet the Agency's highest priorities. See Section 1 for IT budget changes ("Acceptance, Amendments,

and Termination”). A more detailed budget change process is being developed and will be distributed when it is complete.



Types of Project and Initiatives

New Applications / Systems

It is not unusual for issues, concerns, challenges or priorities to emerge that require the development of a new application or system within a given fiscal year. Examples might include new legislative requirements, a policy change, or the need to replace a legacy system.

In the case of a new application or system, the Agency-based CIO will work with the appropriate Agency business units to identify the need, requirements, scope, budget, and schedule for a new project, based upon its alignment and contribution to the Agency’s strategies and objectives.

If necessary, the Agency-based CIO will assign project management or business analysis resources to conduct the discovery process that will provide the details necessary for an executive leadership decision on whether to proceed.

With executive leadership approval, the Agency-based CIO will add the project request to the queue as appropriate and assign the appropriate resources to work with the Agency business unit.

Enhancements and Changes

Existing applications and systems often require regular enhancements and changes that keep them current with new technologies, security improvements, and changing business requirements. Although most enhancements and change projects may not be as large, costly

and complex as new system development, they consume significant resources and require the same level of project management discipline as new projects.

The process to analyze the requirements of an enhancement or change project, to assess the project's impact on the project portfolio, and the financial requirements mirror the processes for new projects.

Ad hoc Requests for a Short-term Effort

There will be times when Agency business leadership determine the need for a technical resource for short-term activities or initiatives that do not rise to the level of a formal project. Examples of technical resources that may be needed to augment existing staff include business analysts, network designers, programmers, developers, or architects.

To meet this need, the Agency business unit will work with the Agency-based CIO to determine the best approach for acquiring the appropriate resources. The Agency-based CIO will then facilitate the contracting process utilizing the appropriate procurement process, depending on the resource, i.e., contracting with MN.IT Services, ASAP-IT, or one of the other state contracting mechanisms.

Project Management and Oversight Processes

MN.IT Services provides professional project managers to lead projects from initiation through execution in a manner that meets the priorities of Agency business leadership and the policies and standards of the State for project and portfolio management.

In delivering this service, the assigned project manager will be responsible for the following activities:

- Prepare the project charter, project plan, and project status documents
- Plan tasks, identify resource needs
- Perform project risk management
- Assign planned tasks to staff and contractors assigned to the project
- Monitor progress and regularly report status
- Lead project change management and communications
- Log and track project issues
- Facilitate project-related decision-making
- Cooperate with Agency business unit to facilitate a smooth transition to operational support
- Coordinate with MN.IT Services' Information Standards and Security Risk Management Division to ensure compliance with project management policies, state architecture, accessibility, security and procurement standards, and statutory requirements. The policies are located on the MN.IT website [http://mn.gov/oet/policies-and-standards/\(Policies and Standards\)](http://mn.gov/oet/policies-and-standards/(Policies and Standards))
- Manage the project budget

Project Management Policy and Statutory Compliance

In addition to project and program management for Agency-based IT projects, MN.IT Services' Enterprise Project Portfolio Management Division provides services that verify and review the application of project management best practices, policy, and statutory compliance for all Agency-based IT projects. As part of this oversight function, the Enterprise Project Portfolio Management Division meets with the Agency's project manager to determine the appropriate level of oversight required by policy and statutes. The Enterprise Project Portfolio Management Division also assists the project manager with acquiring resources to perform required risk management and project audit activities as needed for projects that meet the thresholds for this requirement.

Requesting Projects and Initiatives

The following pages describe the process by which Agency business units and/or leadership request project and initiatives services or changes at the Agency.

In FY2013, MN.IT Services will be developing a standard process for all project and service requests regardless of location. When that process is available, this Service Level Agreement will be amended to reflect the changes.

Office of Higher Education Projects and Initiatives Details

MN.IT @ Office of Higher Education Project Management Office (PMO)

The MN.IT@ Office of Higher Education PMO has the following processes and procedures related to the services outlined in Section 5: Projects and Initiatives.

General Information

MN.IT @ Office of Higher Education does not have a formal Project Management Office. Project management services are provided by the Agency-based CIO and IT application development staff.

Contact Information

| | |
|-----------------------|-----|
| PMO Name | N/A |
| Business Hours | |
| Contact Name | |
| Phone Number | |
| Email Address | |

Project Requests

MN.IT@ Office of Higher Education PMO has established the following process or procedure for requesting an IT project:

Requests for new applications and systems, as well as significant enhancements and changes to existing systems, are agreed to between the manager of the appropriate business unit and the Agency-based CIO. If the initiative will require the utilization of resources that cross business units, the approval of the agency Deputy Commissioner is required.

Project Portfolio Management

MN.IT@ Office of Higher Education PMO has established the following process or procedure and governance for prioritizing, authorizing, and monitoring the agency portfolio of IT projects:

The Agency-based CIO will be the contact for the MN.IT Services' Enterprise Project Portfolio Management Division to determine the appropriate level of oversight required by policy and statutes.

Project Management

N/A



Section 6: Service Financial Information

Copyright (c) 2012 Minnesota Office of MN.IT Services. Please distribute with caution; this document may contain not public data under Minnesota Statutes chapter 13, including possible security information pursuant to Minnesota Statutes section 13.37, and is also copyright protected. Upon receiving a third-party request, including those pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), immediately contact MN.IT Services.

Service Financial Information

Introduction

This section of the SLA defines an agency's total IT budget consisting of the cost of agency-based IT and the cost of centrally provided IT services. The FY14 agency IT budget was determined in consultation with the agency CFO and as confirmed with the State CIO.

- For those agencies that have had their IT financial responsibilities transferred to MN.IT Services, the agency-based IT portion of the budget has been recorded in and will be invoiced through a temporary interagency agreement dated June xx, 2013 until such time as individualized rates are approved by MMB. For those agencies whose finances are not yet consolidated, agency-based services will be paid for directly by MN.IT through agency FinDeptIDs with IT attributes.
- The portion of the budget for centrally provided IT services is an estimate based upon expected demand and historical order patterns. The billing of centrally provided IT services will be based upon application of usage-based and fee-for-service rates approved by MMB.

MN.IT Services has adopted a new service costing model for IT, M-PWR that has been used to calculate rates for centrally provided services. The tool will also be used to calculate service rates for agency-provided IT services once an agency's IT financial responsibilities have been transferred to MN.IT and the agency's local and unique rates have been approved by MMB. The use of this tool will be expanded in the future to include calculation of all agency IT rates, budgets, forecasting, and reporting.

Benefits for Business

This analysis and view of current service costs has many benefits for the Agency's business leadership, particularly at the point and time where IT management and responsibility is shifting to a central IT organization. The purpose of this document, therefore, is to help:

- Customers understand and track the costs currently associated with the services they currently get, thus increasing ongoing understanding and accountability for MN.IT Services to the agency customer.
- Agency business leadership use the information to plan and prioritize how information technology serves the business units and priorities of the organization.

Benefits for IT

Service costing has become the standard of the information technology industry and provides many benefits to MN.IT Services in its responsibility to meet the intent of the consolidation law.

- MN.IT can evaluate service costing across all of its agency offices, allowing a global analysis of spending trends, cost fluctuations, and gaps.
- This analysis sets a baseline for setting service delivery standards within a newly consolidated organization, allows a better competitive market comparison for sourcing decisions and identifies opportunities for service improvements and efficiencies.
- The model provides a mechanism for instituting accountability enterprise-wide for service levels and costs, and a foundation for future service level reporting.
- The model provides a baseline for measuring and quantifying future savings as efficiencies are realized over time through consolidated activity.
- Comparing service costs across the enterprise helps to identify areas of under-spending that need to be addressed.
- Aligning costs with services begins for MN.IT Services a “to do” list for systems and asset investment for such issues as legacy systems, security and business continuity remedies, etc. and is the foundation for investment prioritization in alignment with the [Minnesota IT Master Plan](#).

More Accurate Data for Improved Decision-Making

There has been continuing progress in the State’s ability to account for how IT dollars are spent across the board. As we have the opportunity to review and analyze the data across all agencies, two important outcomes will emerge:

- 1) A foundational baseline that will help MN.IT Services to deliver IT more effectively and efficiently across the executive branch.
- 2) Data that will enable better decision-making at both the agency and stakeholder level on the most effective IT investments for the business of the State.

Evolution of the Costing Model

IT Costing Model: October 2011

As a pre-requisite for meeting the legislative mandate to transfer authority for information technology budgets and personnel to the Office of MN.IT Services, it was necessary first to define the agency dollars that accompanied the change.

To accomplish this by the mandated deadline of October 2011, agency financial staff and leadership worked together with MN.IT to analyze available data and arrive at a definition of the personnel, dollars and activity that would be considered “in scope” for consolidation.

Agency fiscal and leadership staff collected financial information on planned IT Spend for fiscal years 2012 and 2013. This self-reported information was validated against prior years' actual financial reports, IT spend reports, and through in-person interviews with agencies' fiscal and other leadership staff.

The resulting total costs were outlined in the October 2011 interagency agreement that officially transferred authority for the IT budget and personnel.

The October 2011 cost evaluation was a significant step forward in the State's ability to identify and quantify the entire IT spend for the executive branch. It allowed MN.IT and the agency to agree to an acceptable and reasonable level of spending that would meet the agency's needs in an "as is" scenario for FY12.

In the following pages, you will find the Agency's final spend as depicted in the October 2011 interagency agreements.

IT Costing Model: Initial Interagency Agreement/SLA

For this phase of the consolidation, MN.IT Services used the self-reported financials for FY2013 (above) and converted the financial information from an "account code" view to the defined set of services in this Service Level Agreement (**Standard IT Services, Applications, Projects and Initiatives**). The costing model for each service includes the following:

- **Directly attributable costs:** Costs that are directly attributable to a given service were attributed to that service. Large expenses such as telecom, software, hardware, professional technical contracts, etc., were given greater scrutiny.
- **Allocated costs:** Smaller expenditures, miscellaneous expenses and/or costs that are not clearly attributable to a single service have been allocated across all services by a formula based on the relative size of the service.

IT Costing Model: M-PWR(NICUS)

In March 2013, MN.IT adopted a new IT financial management tool called M-PWR (NICUS). This tool embodies a systematic and integrated approach to performing IT budgeting, cost allocation (service rate development), forecasting, and reporting. The first phase currently being implemented is for service rate development for both centrally provided and agency-based (local) IT costs. Follow-on phases will include budgeting, forecasting, and reporting. An important part of the implementation of M-PWR will be the building of interfaces with statewide systems such as SWIFT, SEMA-4, and BPAS. Some of the key attributes of the cost allocation model are as follows:

- A new chart of accounts (COA) was established for MN.IT Services based upon a service reference model that allows IT costs to be captured in the appropriate functional "buckets".

- The cost allocation tool has the ability to then assign these costs directly to individual services - IT standard services, projects, and applications - for a view of costs per service. These services include the underlying infrastructure costs, which are allocated according to established unit volumes/metrics.
- The rates for a given service are calculated as the sum of direct and indirect allocated costs per the relevant metric (unit volume).
- Rates are calculated for centrally provided services as well as for agency-based IT services for a combined service total to be billed back by MN.IT Services.
- Initially, the NICUS tool will be used to verify and provide a lookback to agencies for their service costs but will not be the official billing tool until implementation of the system is complete. Until that time,
 - All agencies will continue to receive three invoices for centrally provided services through the existing billing system: Computing, WAN, and Voice.
 - Agencies that have transferred financial responsibility to MN.IT (Phase One) will also receive a bill for locally provided services based on a temporary Interagency Agreement and an unofficial “lookback” invoice that shows a view of costs per service
 - Agencies that have not yet transferred financial responsibility to MN.IT will have their agency-based office expenses paid directly by MN.IT and assigned to agency FINDepIDs with IT attributes until their local rates are approved. These agencies will also receive a “lookback” invoice during FY14 that will provide a view of their IT costs.

Service Billing and Procurement

This document does not represent an invoice. It is an accounting of the Agency’s current IT budget by account classification for agency-based IT and a single line item for centrally provided IT services based upon an agency forecast.

The financials contained in this SLA include all IT, regardless of source, including those services provisioned at the Agency, centrally and/or by a third party.

Agency-specific services: All Agency-specific IT service activity and expenditures will be managed by the Agency-based CIO within the Agency’s identified IT budget.

Centrally provided MN.IT services: Services managed and/or provided centrally will be billed to the Agency by MN.IT Services, based on the published FY14 rate package. Costs for such services have been accounted for and will go against the Agency’s IT budget, like all other costs.

Biennial IT (BIT) and Odyssey projects: Biennial IT (BIT), i.e. legislatively approved IT projects and Odyssey projects related to a particular agency are included as separate line items at the bottom of the FY14 Planned IT Spend by Account Class and FY14 Cost by Chart of Accounts (COA). BIT projects typically involve an agency component and an IT budget as provided by legislation or as agreed to between the agency and MN.IT. Only the IT portion is factored into the agency IT budget. Odyssey (2001 Fund) projects typically consist of funds contributed by agencies for a specific agency IT purpose. Only Odyssey projects related to a particular agency are included in the total agency IT budget. BIT and Odyssey budgets are included in the total Agency IT Budget in order to reflect total agency IT spend.

Procurement: Procurement of IT commodities and IT contracts will commence on July 1, 2013 for agencies whose finances have been consolidated, and by the end of the first quarter, FY14 for all other executive branch agencies. For consolidated agencies, the purchases will be coded in the MN.IT chart of accounts such that they will be accounted for in the individual agency-based office IT Spend. For agencies that have not yet consolidated their IT finances, purchases will initially be made by MN.IT on behalf of the agency-based office, but accounted for against the Agency's (non MN.IT) chart of accounts and funding.

As decisions are made on new projects or service levels throughout the year, the Agency-based CIO will work with the Agency to evaluate the costs associated with those changes, and the implications the changes will have on the Agency's budget. When budget changes are made, this SLA will be modified. See Section 1 for IT budget changes ("Acceptance, Amendments, and Termination"). A more detailed budget/SLA change process is being developed and will be distributed when it is complete

Office of Higher Education Service Costing Details

FY14 Planned IT Spend by Account Class

The following table provides the specific IT service costing for your agency as well as the estimated cost of centrally provided IT services. The IT costs include IT spend by all funds including federal, general and special revenue funds. It includes on-going IT projects as well as agency-related BIT (Biennial IT) and Odyssey projects for FY14:

FY14 Budget - MN.IT @ Agency

| Account Class | Account Class Description | FY14 Budget |
|---------------|-----------------------------------|----------------|
| 41000 | Full-Time Salary & Fringe* | 440,311 |
| 41030 | Part-Time Salary & Fringe | 0 |
| 41050 | OT & Premium Pay | 0 |
| 41070 | Other Employee Costs | 0 |
| | Total Personnel | 440,311 |
| 41110 | Printing and Advertising | 1,000 |
| 41130 | Prof/Tech Services Outside Vendor | 23,000 |
| 41145 | IT Prof/Tech Services O/S Vendor | 3,000 |
| 41150 | Computer & Systems Services | 38,000 |
| 41155 | Communications | 19,000 |
| 41160 | Travel & Subsistence - Out State | 3,000 |
| 41170 | Travel & Subsistence - In State | 2,000 |
| 41180 | Employee Development | 2,000 |
| 41190 | Agency Provided Prof/Tech Serv | 3,000 |
| 41195 | IT State Agency Prof/Tech Serv | 3,000 |
| 41300 | Supplies | 2,000 |
| 41400 | Equipment-Captial Lease | 0 |

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

| Account Class | Account Class Description | FY14 Budget |
|---|--|----------------|
| 41500 | Repairs, Alterations & Maintenance | 10,000 |
| 42000 | Agency Indirect Costs | 0 |
| 42010 | Statewide Indirect Costs | 1,000 |
| 42020 | Attorney General Costs | 0 |
| 42040 | Agency Direct Costs | 0 |
| 43000 | Other Operating Costs | 0 |
| 44100 | Payments to Individuals-Med-Rehab Client | 0 |
| 44110 | Payments to Individuals-Not Med Rehab | 0 |
| 47040 | Intangible-Capital | 0 |
| 47060 | Equipment-Capital | 0 |
| 47160 | Equipment-Non-Capital | 50,000 |
| 47010 | Building-Improvement-Capital | 0 |
| 44130 | Aid-Grants to Counties | 0 |
| 44140 | Aid-Grants to School Districts | 0 |
| 44155 | Aid-Grants to State Agencies | 0 |
| 44200 | Distrib of Amounts Collected | 0 |
| | Total Non-Personnel | 160,000 |
| | Total @ Agency FY14 Budget | 600,311 |
| | Centrally Provided IT Services | 79,000 |
| | Sub-Total Agency IT Budget | 679,311 |
| | Total BIT | 0 |
| | Total Odyssey Fund | 0 |
| | Total Agency IT Budget | 679,311 |
| Items Not Included in IT Budget: | | |
| 41100 | Space Rental, Utilities, & Maintenance - Item Not Included in IT Budget | 44,000 |

BIT, Odyssey Fund, Budget Change Details

| Detail | Spend |
|--------|-------|
| | |
| | |
| | |
| | |

FY 14 Costs by Chart of Accounts (COA), June 2013

The following chart shows the direct salary and non-salary cost of agency-provided IT services as assigned by the agency CIO to the chart of accounts (COA). The total amount of centrally provided IT services estimated by the agency is shown as a single line item in order to arrive at a total agency IT spend:

| Service Type | Salaries | Prof/Tech | Software | Telecommunications | Hardware | Repairs & Maintenance | All-Other Non-Salary | Total Expense by Type |
|--|----------|-----------|----------|--------------------|----------|-----------------------|----------------------|-----------------------|
| Standard IT Services | 121,076 | 9,000 | 26,000 | 19,000 | 50,000 | 0 | 3,000 | 228,076 |
| Client Computing | 9,495 | 0 | 0 | 0 | 50,000 | 0 | 2,000 | 61,495 |
| Enterprise Unified Communication & Collaboration | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Contracted Telecom Service (CTS) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| IP Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Contact Center MN (CCM) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| LAN Services - Facilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WAN/MAN Services - Facilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Service Desk | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Infrastructure | 111,581 | 9,000 | 26,000 | 19,000 | 0 | 0 | 1,000 | 166,581 |

| Service Type | Salaries | Prof/Tech | Software | Telecommunications | Hardware | Repairs & Maintenance | All-Other Non-Salary | Total Expense by Type |
|---------------------------------------|----------|-----------|----------|--------------------|----------|-----------------------|----------------------|-----------------------|
| Applications | | | | | | | | |
| Application Development & Support | 198,018 | 23,000 | 12,000 | 0 | 0 | 10,000 | 6,000 | 249,018 |
| Applications - Infrastructure | 121,217 | 0 | 0 | 0 | 0 | 0 | 0 | 121,217 |
| Projects & Initiatives | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Leadership | 0 | 0 | 0 | 0 | 0 | 0 | 2,000 | 2,000 |
| Total@Agency IT Costs | 440,311 | 32,000 | 38,000 | 19,000 | 50,000 | 10,000 | 11,000 | 600,311 |
| Centrally Provided IT Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 79,000 |
| Sub-Total Agency IT Budget | 440,311 | 32,000 | 38,000 | 19,000 | 50,000 | 10,000 | 11,000 | 679,311 |
| Total BIT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Odyssey Fund | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Agency IT Budget | 440,311 | 32,000 | 38,000 | 19,000 | 50,000 | 10,000 | 11,000 | 679,311 |



Section 7: Information Security

Copyright (c) 2012 Minnesota Office of MN.IT Services. Please distribute with caution; this document may contain not public data under Minnesota Statutes chapter 13, including possible security information pursuant to Minnesota Statutes section 13.37, and is also copyright protected. Upon receiving a third-party request, including those pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), immediately contact MN.IT Services.

Information Security

Statutory Responsibilities for IT Security

The State of Minnesota recognizes that information is a critical asset. How information is managed, controlled, and protected has a significant impact on the delivery of state services and is vital to maintaining the trust of those that provide data to the State and/or use state programs. Information assets held in trust by the State must be protected from unauthorized disclosure, theft, loss, destruction, and alteration. Information assets must be available when needed, particularly during emergencies and times of crisis.

It is for this reason that Minnesota Statutes, Chapter 16E requires the State Chief Information Officer (State CIO) to define cyber security policies, standards, and guidelines for the executive branch. It is also why those policies are required to be embedded in all executive branch services, systems and processes. Minnesota Statute also gives State CIO authority to install and administer security systems for use by all.

Protecting our digital infrastructure at a reasonable level of risk is the goal. Presently, the State faces a high level of risk due to an inadequate historical investment in security tools, people and processes. At its current funding level, the State's investment in security stands at 2 percent of its total IT budget, compared to an industry standard of 5.4 percent – 6.2 percent. Current levels of security within state agencies are inconsistent and, in some cases, inadequate.

Consolidation of IT services will significantly improve the security profile of the State and make the achievement of an appropriate level of risk more affordable. As consolidation of IT continues and a thorough evaluation takes place, more accurate analysis of individual agency security levels will be available. Long term, however, the executive branch will need to invest more in information security to ensure that key security services and risk levels are standard and acceptable across all agencies, regardless of size and resources.

Enterprise Security Program Framework

MN.IT Services' Enterprise Security Program exists to set the policies and standards that will protect executive branch information assets and ensure compliance with all state and federal regulatory requirements. The Enterprise Security Program uses the 800 series of publications by the National Institute of Standards and Technology's (NIST) as a framework. The NIST 800 series has been adapted to accommodate the unique model of Minnesota's government.

The information security program is divided into four components that contain high-level policies and a series of implementing standards. These policies are located on the MN.IT Services website at <http://mn.gov/oet/policies-and-standards/information-security/Information Security Policies>

Enterprise Security Governance

In order to implement the Enterprise Security Program, the State CIO delegates all security-related responsibilities to the State Chief Information Security Officer.

The IT Governance Framework (June 2012) outlines the process for making decisions that impact the risk posture of the executive branch. New policies and standards are reviewed and approved using the processes in the IT Governance Framework. Periodic review of all existing policies and standards will be conducted at least once every two years through the processes described within the framework.

Role of Agency-based CIO

It is the role of MN.IT Services Agency-based CIO to ensure that all Enterprise Security Program policies and standards are met in delivering IT services and managing IT facilities, systems and applications within the Agency.

It is also the responsibility of the Agency-based CIO to manage Agency-based systems and services to an acceptable level of risk as determined in consultation with the business leadership, and in accordance with applicable state and federal policies and regulations. This may include policies and standards that have not yet been addressed by the Enterprise Security Program and/or policies more stringent than those outlined by the Enterprise Security Program. Agency-based CIOs will ensure that mitigating controls are in place to reduce risk to a level that Agency business leadership is willing to accept.

Role of Business

It is the responsibility of Agency business leadership to understand and accept risk, in consultation with MN.IT Services Agency-based CIO, for the services and applications in its portfolio. It also is the responsibility of Agency business leadership to ensure that at least the minimum state policy requirements for security can and will be met at the Agency level.

Through defined governance processes, Agency business leadership has an opportunity to participate in the design and implementation of the policies, standards, and security systems that are required for the executive branch.

Role of MN.IT IT Standards and Risk Management Division

The MN.IT Services IT Standards and Risk Management Division is responsible for the management of enterprise security governance, for monitoring and enforcing compliance with executive branch policies and for the strategic and tactical planning of the Enterprise Security Program. The division is also responsible for planning and/or approving appropriate security services for all executive branch entities. These security services include both Standard IT Services, which are directly used by agencies and Enabling IT Services, which are incorporated within other services and not necessarily visible or “consumable” by the customer. Table 7-1 describes all the information security services provided by MN.IT and outlines whether each service is a Standard IT Service (described further in section 3) or an Enabling IT Service.

**Table 7-1
Types of Information Security Services Provided by MN.IT Services**

| Security Service | Service Description | Service Type |
|---|--|---------------------|
| Information Security Program Management | Responsible for the planning, oversight, and coordination of all information security activities, including the development of enterprise-wide policies and standards | Standard |
| Secure System Engineering | Responsible for designing appropriate security controls in new systems or systems that are undergoing substantial redesign, including both in-house and outsourced solutions | Enabling |
| Information Security Training and Awareness | Responsible for providing employees at all levels with relevant security information and training to lessen the number of security incidents | Standard |
| IT Service Continuity | Responsible for ensuring that critical business functions will be available in a time of crisis | Standard |
| Information Security Compliance | Responsible for validating that information security controls are functioning as intended | Enabling |
| Information Security Monitoring | Responsible for gaining situational awareness through continuous monitoring of networks and other IT assets for signs of attack, anomalies, and inappropriate activities | Enabling |
| Information Security Incident Response and Forensics | Responsible for determining the cause, scope, and impact of incidents to stop unwanted activity, limit damage, and prevent recurrence | Standard |
| Vulnerability and Threat Management | Responsible for continuously identifying and remediating vulnerabilities before they can be exploited | Enabling |
| Boundary Defense | Responsible for separating and controlling access to different networks with different threat levels and sets of users to reduce the number of successful attacks | Enabling |
| Endpoint Defense | Responsible for protecting information on computers that routinely interact with untrusted devices on the internet or may be prone to loss or theft | Enabling |
| Access Control to Systems | Responsible for managing the identities of users and devices and controlling access to resources and data based on a need to know | Standard |
| Physical Security | Responsible for protecting information systems and data from physical threats | Enabling |



Section 8: Force Majeure and Performance Exceptions

Copyright (c) 2012 Minnesota Office of MN.IT Services. Please distribute with caution; this document may contain not public data under Minnesota Statutes chapter 13, including possible security information pursuant to Minnesota Statutes section 13.37, and is also copyright protected. Upon receiving a third-party request, including those pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), immediately contact MN.IT Services.

Force Majeure & Performance Exceptions

Neither party shall be responsible, or considered in default in the performance of its obligations, for failure or delay of performance, including failure to satisfy service availability levels/objectives, if caused by: (1) scheduled downtime to perform routine, non-emergency or emergency maintenance on MN.IT-provided services; (2) downtime on non-production systems; (3) factors outside of the party's reasonable control, including any force majeure event as defined below; (4) equipment, software or other technology not within MN.IT's direct control; (5) service suspensions or termination of Agency's right to use the MN.IT-provided services in accordance with the Agreement.

Force majeure events include, but are not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest or riot, acts of terror, acts of war, acts of hostility or sabotage, strikes or other labor problems including a government shutdown, Internet/telecommunications service provider or power/electrical failures or delays, and other events outside the reasonable control of the obligated party.

Both parties will use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Agency's obligation to pay for programs delivered or services provided.



Appendix A: Related Information

Copyright (c) 2012 Minnesota Office MN.IT Services. Please distribute with caution; this document may contain not public data under Minnesota Statutes chapter 13, including possible security information pursuant to Minnesota Statutes section 13.37, and is also copyright protected. Upon receiving a third-party request, including those pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), immediately contact MN.IT Services.

Related Information

Covered Entities

This SLA describes services provided to the following entity(ies): Office of Higher Education

Standard Documentation

The following documents provide additional information regarding MN.IT Services:

- Minnesota Statutes chapter 16E Office of MN.IT Services
<https://www.revisor.mn.gov/revisor/pages/statute/statute_chapter_toc.php?chapter=16E>
- Enterprise Technology Fund 5500 Rate Schedule 2014
- State of Minnesota IT Master Plan, <<http://mn.gov/oet/governance/strategic-plans/strategic-plans.jsp>>
- Operational documents/information on MN.IT website <<http://mn.gov/oet/index.jsp>> (<<http://mn.gov/oet/index.jsp>>)
- Minnesota IT Governance Framework available on the MN.IT website
<http://mn.gov/oet/governance/igov/gov-structure.jsp>

Agency Specific Documentation

The following documents provide additional information specific to Office of Higher Education operations:

Document Name: Appropriate Use of Electronic Communication and Technology

Link: <http://intranet.ohe.state.mn.us/pdf/ElecCommPolicy.pdf>

Additional Information: As of August, 2012, the Agency-based CIO for the Office of Higher Education shall be the incumbent Agency-based CIO at the Department of Education. This business relationship shall be reviewed in January 2013 to determine its appropriateness and effectiveness. Between August, 2012 and January of 2013, the Agency-based CIO agrees not to make staffing or budget decisions without the full knowledge of the Deputy Commissioner at Office of Higher Education. In the absence of legitimate deficiencies in services delivered to the Office of Higher Education by the incumbent Agency-based CIO, this relationship will continue until the next negotiation of the Service Level Agreement, at which time it may become permanent. In the interim, all Agency-based CIO Roles and Responsibilities set forth in Section 1 of this SLA shall apply to the Office of Higher Education.



Appendix B: Definitions

Copyright (c) 2012 Minnesota Office of MN.IT Services. Please distribute with caution; this document may contain not public data under Minnesota Statutes chapter 13, including possible security information pursuant to Minnesota Statutes section 13.37, and is also copyright protected. Upon receiving a third-party request, including those pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), immediately contact MN.IT Services.

Definitions

SLA Glossary of Terms

Account Manager: Person assigned to each Agency as a central point of contact from the customer service team

Account Team: Customer service team assigned to each Agency

Agency: Executive Branch Business

Agency Business Division: Primary unit within the agency structure that uses the application

Agency-based Chief Information Officer: The chief information officer located at each agency. For purposes of the Service Level Agreement, the Agency-based CIO also means the Designated IT Lead. The Designated IT Lead means the person assigned to represent MN.IT Services at the agency in lieu of a chief information officer, and may be an employee of another agency.

Agency Applications: Applications and IT services provided by an Agency in support of their customers and business

Agency Threshold: A service threshold that is specific to an Agency, and is different than the documented Standard Threshold

Application Name: How agency staff commonly refer to the application

Attended Hours of Operation: Times when the application should be available for use

Centers of Excellence: A collection of services that is recognized as the lead service provider and available for all executive level agency usage

Change Windows: Scheduled times when IT services may be unavailable while planned changes are being implemented

Cost Model: An financial review of an Agencies IT budget showing Applications, Projects and IT Services

Critical Success Factors: A metric that reports on how effective a particular service is operating

Criticality: Impact if the application becomes unavailable because of an unplanned service incident.

Critical-1 Procedures: Highest level incident/outage, which will follow a specific set of instructions to restore the service and manage communications

Downtime refers to periods when a system is unavailable. Downtime or outage duration refers to a period of time that a system fails to provide or perform its primary function.

Downtime Period is a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Emergency change is typically to resolve an ongoing service outage or degradation or address an emerging security vulnerability, in which case the risks and potential business impact are so high that it is not prudent to wait for the next regularly scheduled change window.

Emergency Maintenance: A change window requested for unplanned maintenance to correct a system outage

Enabling IT Services: IT Services provided by MN.IT that are in support of the Business Standard Services. Examples would be Hosting, Storage, Networking, and Data Center Facilities

Incident: An incident is any event which is not part of the standard operation of service and which causes, or may cause, an interruption or a reduction in the quality of that IT service.

IT Consolidation Act: Legislation passed in the 2011 Special Session that consolidated IT from the Executive Branch State Agencies into one organization. Laws of Minnesota 2011, First Special Session chapter 10, article 4.

Management Control Policies: These policies are in place to address RISK throughout the lifecycle of the State's information assets

Metric: A key measure used to communicate how a service is being delivered

Metric Definition: The working definition of a metric

Office of MN.IT Services: Executive branch Agency responsible for delivering IT to all Executive Branch State Agencies

Operational Control Policies: Defines a class of security controls implemented and executed by individuals

Outage when a service is interrupted.

Prioritization: As part of the Incident Management and Service Request Process, each ticket will be classified and assigned a Priority according to its expected Service Level, as well as the number of people being impacted. This will help establish its place in the work and service request queues.

Program Policy: Identifies the overall purpose, scope and governance requirements of a program as a whole

Projects and Initiatives: A list of approved efforts to develop new applications and make changes to existing applications and services

Recovery Time Objective (RTO): The maximum period of time available for recovering an application before there is a significant impact on the agency.

Scheduled Downtime means those times where MN.IT Services notifies agencies of periods of Downtime for Scheduled Maintenance at least five days prior to the commencement of such Downtime.

Scheduled Maintenance: Regular scheduled times for MN.IT staff to perform maintenance to applications and services

Service Availability: The amount of time an application is ‘up’ during its required availability hours. This is reported as a percentage, e.g. 99.5% or 99.9%. To calculate the service availability:

$$\frac{\text{Required monthly minutes of availability} - \text{minutes of monthly outage}}{\text{Required monthly minutes of availability}} \times 100$$

▪ **Required monthly minutes of availability =**

of days in month application is required x hours required each day x 60 minutes

• **Minutes of monthly outage =** Average historical monthly downtime of application (not including planned maintenance)

Example: Application X has an availability requirement from business of 9 hours a day/5 days a week and has a historical average of 30 minutes of downtime per month. To calculate its service availability:

$$\text{Required monthly minutes of availability: } 22 \text{ days} \times 9 \text{ hrs} \times 60 \text{ min} = 11,880 \text{ min}$$

$$\text{Minutes of monthly outage} = 30$$

$$(11,880 - 30) / 11,880 \times 100 = \mathbf{99.7\%}$$

Service Costs: The cost associated with the delivery and support of a specific MN.IT service offering

Service Desk Activity: The work associated managing End User requests and incidents

Service Level Agreement: The documented agreement for delivery and support of MN.IT services between the Executive Agencies and the MN.IT staff

Service Level Objectives: The documented expectation measuring the actual delivery of a service

Service Levels: Measurements detailing the expected delivery of a service

Service Metrics: Specific measures established for each Service being delivered

Service Performance Reports: Regularly published reports depicting actual Service Results using identified metrics

Service Request: A user request for support, delivery, information, advice, documentation, or a standard change. Service requests are not service disruptions.

Services: A list of common tasks and activities performed by MN.IT in support of the Agency employees

Standard IT Services: Business facing services, typically available to all State of Minnesota employees, with approval. Examples are: Order new laptop, Request Access to an Application, Utilize Web Conferencing

Standard Threshold: The established Service Threshold (metric) available for a given Service offering

Support Hours and Availability: Published days of the week and hours of the day when a particular application or service is available for use, and for which support is readily available

Sustaining Documentation: A set of 4 documents which defines the foundation for the directions of the State's IT program. They include:

1. The comprehensive IT Service Level Agreement (this document)
2. The State of Minnesota Information and Telecommunications Systems and Services Master Plan
3. The Agency Centralized IT Reference Model
4. The State of Minnesota IT Governance Framework

Technical Control Policies: Defines a class of security controls executed or used by systems

Uptime is the time period during which the Service Element at the Agency endpoint and the shared infrastructure is fully functional.

Service Support Tiers

Incident Management Quick Reference

Priority

| Priority | Description | Resolution Target | Notification/Communication | Media / Timescale |
|----------------|--|------------------------------|---|---|
| 1: Critical | <p>Any Incident that has “massive impact” and is highly visible, impacts a significant number of Users, a major agency, application or service, and has no redundancy or alternate path.</p> <p>Critical-1 Incidents are usually (but not limited to) one of the following issues:</p> <ul style="list-style-type: none"> ▪ Enterprise e-mail or enterprise messaging outage or impaired service ▪ State portal services down or impaired ▪ VOIP/CCM/phone outage or impaired service ▪ Mainframe or significant LPAR outage or impaired service ▪ Network outage or impaired service impacting large subset of Users | <p>2 Hours</p> <p>(24x7)</p> | <ol style="list-style-type: none"> 1. Incident submission 2. ACD updates 3. Email/phone updates* 4. Incident ticket updates 5. External media (e.g., reporters, newspaper) 6. Incident resolution 7. Incident closure <p>* Email is the preferred medium; phone updates will be utilized as deemed appropriate</p> | <ol style="list-style-type: none"> 1. Automated email 2. Initial; then hourly 3. Initial notification; then hourly 4. Initial acceptance from assignee group within 15 minutes; updates every 30 minutes 5. As determined by the Communication Director and Executive Team 6. Email 7. Automated email |

| Priority | Description | Resolution Target | Notification/Communication | Media / Timescale |
|--------------|--|------------------------------|--|--|
| 2: High | <p>A priority of High will be assigned to any Incident deemed to have a high impact by:</p> <ul style="list-style-type: none"> ▪ being highly visible, ▪ impacting a significant number of Users, ▪ impacting a major agency, application or service, <p>where there is no redundancy or alternate path, and a bypass is unavailable.</p> | <p>8 Hours</p> <p>(24x7)</p> | <ol style="list-style-type: none"> 1. Incident submission 2. Incident ticket updates 3. Email / Phone updates to submitter 4. Incident closure | <ol style="list-style-type: none"> 1. Automated email 2. Initial acceptance from assignee group within 15 minutes; updates every 60 minutes 3. Every two hours 4. Automated email |
| 3: Medium | <p>A priority of Medium will be assigned to any Incident deemed to have a medium impact by:</p> <ul style="list-style-type: none"> ▪ being visible, ▪ impacting a limited number of Users, <p>where a resource or service is down or degraded.</p> | <p>2 Business Days</p> | <ol style="list-style-type: none"> 1. Incident submission 2. Incident ticket updates 3. Email / Phone updates to submitter 4. Incident closure | <ol style="list-style-type: none"> 1. Automated email 2. Initial acceptance from assignee group within one business hour; updates every 4 business hours 3. Once per business day 4. Automated email |
| 4: Low | <p>Any Incident that impacts:</p> <ul style="list-style-type: none"> ▪ a small number of Users or a single User, <p>where a resource or non-critical service is down or degraded and a deferred fix or maintenance is acceptable.</p> | <p>5 Business Days</p> | <ol style="list-style-type: none"> 1. Incident submission 2. Incident ticket updates 3. Email / Phone updates to submitter 4. Incident closure | <ol style="list-style-type: none"> 1. Automated email 2. Initial acceptance from assignee group within one business day; updates every two days 3. Minimally twice during lifecycle of Incident 4. Automated email |

Incident/Request Status Definitions:

| Status | Description |
|---------------------------|---|
| Assigned | The Incident has been assigned to a support group. The Assignee Field is blank. Most tickets/requests are assigned to the Service Desk first. The Service Desk will analyze, Classify, and prioritize the Incident. The Service Desk will either resolve the incident/request or assign to the correct support group. |
| Accepted | Incident has been accepted by the Support Group and been assigned to an individual in the group to resolve the Incident. |
| Resolved | The Incident has been fixed with the resolution. The status will change to Resolved with Text in the resolution field and a selection from the menu of Incident/Cause. The Service Desk will confirm the resolution with the customer |
| Closed | The Service Desk will confirm Incident closure with the customer. Only the Service Desk staff can close Incidents in ARS. Only Incident Manager or Problem Manager can close Critical-1 priority incidents |
| Suspended Internal | The Incident is being monitored for future occurrences or the incident is awaiting a vendor action. A specific reason must be provided to set an incident to this status. A date/time must be provided for the incident to come out of this status. |
| Customer Pending | MN.IT is awaiting information from the customer before the Incident/Request ticket can be worked further by MN.IT. You are prompted for a specific and concise explanation of what is needed from the customer in order to set an incident to this status. A date/time must be provided for the incident to come out of this status. An email is sent to the customer with the specific details of what MN.IT needs from the customer in order to proceed |



Appendix C: Standard IT Service Descriptions

Copyright (c) 2012 Minnesota Office of MN.IT Services. Please distribute with caution; this document may contain not public data under Minnesota Statutes chapter 13, including possible security information pursuant to Minnesota Statutes section 13.37, and is also copyright protected. Upon receiving a third-party request, including those pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), immediately contact MN.IT Services.

Standard IT Service Descriptions

The following Standard IT Services have detailed services descriptions on the MN.IT Services website <http://mn.gov/oet/support/> ([Support >Agency Documentation](#)).

- Connectivity and Mobility
 - Wireless
 - Virtual Private Network (VPN)
 - Cellular Services
- Enterprise Unified Communication & Collaboration
 - EUCC Email, SharePoint (Web Collaboration), Instant Messaging
 - Audio, Video & Net Conferencing
- Facility Services - Design Services
- Minnesota Geospatial Information Office (MnGeo)
 - Coordination and Professional Services
- Security Services
 - Program Management
 - User Identity Management
 - Access Control
 - Forensics
 - Incident Management
 - IT Service Continuity
- Voice Services
 - Dial Tone Services
 - Classic Voice
 - Private Branch Exchange Systems (PBXs)
 - Voice-Related Applications or Services
 - Voicemail
 - Contact/Call Center
 - Interactive Voice Response (IVR)
 - Interpretation
 - e-Fax Services
- Web Management
 - Web Server Management
 - Content Delivery and Migration
 - User Interface Design
 - Information Architecture
 - Accessibility
 - Geospatial Information Office (MnGeo)
- Workstation Management
 - Operating Systems
 - Hardware, Software, Peripherals



Appendix D: Enabling IT Services

Copyright (c) 2012 Minnesota Office of MN.IT Services. Please distribute with caution; this document may contain not public data under Minnesota Statutes chapter 13, including possible security information pursuant to Minnesota Statutes section 13.37, and is also copyright protected. Upon receiving a third-party request, including those pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), immediately contact MN.IT Services.

Enabling IT Services

Hosting Services: Managed Hosting (Server and Virtualization) Support

Server Build and Installation: Install requested server

Server Operations: Provide 7 x 24 support of servers

Server Maintenance: Perform standard maintenance and patch management

Hosting Services: Managed Hosting (Storage and Backup Support)

Storage Installation: Install new storage equipment

Storage Operations: Provide 7 x 24 support

Storage Maintenance: Perform standard maintenance and patch management

Hosting Services: Facility Services

Data Center Operations and Management: Data center physical operations and support

Data Center Operations: Provide 7 x 24 support

Connectivity/Network Services: Network Infrastructure

WAN Management: Provide wide area network services

LAN Management: Provide local area network services

SAN Fabric Services: Provide connection services to storage

Connectivity/Network Services: Boundary Defense

Boundary Defense: Provide security for the networks

Connectivity/Network Services: Directory Services

Active Directory Services: Local active directory services in support of access management

Enterprise Active Directory: Active directory services in support of access management

Domain Name Services: Domain name management

Application & Integration Services: Application Development

Business and Process Analysis: Business process design and analysis

Systems Research and Selection: Review & recommend solutions based on requirements

System Design Application: System design services

System Build Application: System build services

System Testing Application: System testing services

Application Deployment: Deploy approved applications to the environments

MnGeo Development – Geospatial project oversight, data development and strategic planning

Application Development

MnGeo Development: Geospatial project oversight, data development and strategic planning

Application & Integration Services: Application Management

Business application operations and support (COTS): Support commercial software

Application & Integration Services: Database Administration

Database design: Database design and modeling

Database Implementation: Implement databases

Application & Integration Services: Middleware Administration

Middleware Design: Middleware design services

Middleware Implementation: Implement and support middleware services

Application & Integration Services: Data Management

Records management: Record management services

Information Management: Access to systems information

Reporting and Decision Support: Access to data for reporting and decision support

Business Intelligence: Data analytics in support of the business

Security Services

Security Monitoring Systems: Improve situational awareness

Threat and Vulnerability Management: Mitigate known vulnerabilities

Boundary Defense: Firewalls, routers and VPNs

Security to Endpoints: Detect malicious software

Physical Security and Threat Management: Technology and processes

Geospatial

MnGeo Service Bureau: Geospatial coordination services and professional services

Service Management Services: Service Desk

User Technical Assistance: Day to day technical assistance to users via the Service Desk

Performance Monitoring and Reporting: Monitoring systems performance and stability

Leadership & Supporting Services: IT Supporting Functions

IT Management: Day to day IT management of services

Strategic Planning: Forward looking strategic planning

Portfolio, Program and Project Management: PMO Services

Financial and Staff Management: Provide financial analysis and support

Governance and Customer Relationship Management: Liaison between IT and Agency Customers

Procurement, Deployment and Decommissioning: Manage purchasing requests

Access Control to Systems: Identity and Access Management

IT Service Continuity: Technology disaster recovery

Risk and Compliance: Validates Information Security Controls

Enterprise Architecture: Structure and Operation Definition

Secure Systems Engineering: Security Control Integration

Detailed service descriptions are available upon request.