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April 21, 2021

The Honorable Warren Limmer, Chair  
Senate Judiciary and Public Safety  
Finance and Policy Committee  
95 University Avenue W., Room 3221  
St. Paul, MN 55155

The Honorable Carlos Mariani, Chair  
Public Safety and Criminal Justice Reform  
Finance and Policy Division  
381 Rev. Dr. Martin Luther King Jr. Blvd.  
Saint Paul, Minnesota 55155

The Honorable Ron Latz  
Ranking Minority Member  
Senate Judiciary and Public Safety  
Finance and Policy Committee  
95 University Avenue W., Room 2215  
St. Paul, MN 55155

The Honorable Brian Johnson  
Ranking Minority Member  
Public Safety and Criminal Justice Reform  
Finance and Policy Division  
243 State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd.  
St Paul, MN 55155

**Re: Minnesota Tax Court's Service Level Agreement with MNIT**

Dear Senators and Representatives:

In accordance with Minn. Stat. § 15.0395(a)(1) (2020), I submit this report to the chairs and ranking minority members of the legislative committees with jurisdiction over the Minnesota Tax Court's budget.

The Minnesota Tax Court has a Service Level Agreement with MN.IT with an effective date of July 1, 2019 that totals more than \$100,000 in Fiscal Year 2020. The agreement is authorized by Minn. Stat. § 471.59 (2020). The total amount of the agreement is \$187,793.72.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Wendy S. Tien  
Chief Judge

Enc.

c: Chris Steller, Legislative Reference Librarian







# Comprehensive IT Service Level Agreement

in direct support of

Minnesota Tax Court Business Operations

September 20, 2018

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## Table of Contents

<b>Comprehensive IT Service Level Agreement .....</b>	<b>1</b>
<b>Service Agreement – General Terms .....</b>	<b>4</b>
Introduction.....	4
Objectives.....	5
Review Process .....	5
Common Partnership .....	5
MNIT Roles and Responsibilities .....	6
The Agency Roles and Responsibilities .....	7
The Chief Business Technology Officer Roles and Responsibilities.....	9
Data Handling Roles and Responsibilities .....	9
Budget Scope.....	10
Acceptance .....	11
Dispute Management.....	11
Liability .....	11
Additional Provisions.....	11
Law to Govern .....	12
Assignment.....	12
<b>Service Agreement – Projects and Services .....</b>	<b>12</b>
Projects.....	12
Services.....	14
Enterprise Services .....	14
Shared Services.....	14
Center of Excellence Services .....	14
Local Services.....	14
Enterprise Security Services .....	14
Delivered Services .....	15

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Enterprise Services Summary .....	15
Shared Services Summary .....	24
Center of Excellence Services Summary .....	24
Local Services Summary .....	26
Enterprise Security Services Summary .....	27
<b>Service Agreement – Performance Metrics .....</b>	<b>31</b>
Performance Metrics.....	31
<i>The Security Risk Scorecard</i> .....	32
<i>MN.GOV – State Web Site</i> .....	32
<i>Enterprise Applications</i> .....	32
<i>Service Desk &amp; Desktop Support</i> .....	32
<i>Hosting and Storage</i> .....	33
<b>Signature Page .....</b>	<b>34</b>

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# Service Agreement – General Terms

## Introduction

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Revision 9/17/2018 v2.

The purpose of this Service Level Agreement (SLA) is to provide a basis for close cooperation between Minnesota IT Services (MNIT) and agencies, boards, and councils (Agency) and for support services to be provided by MNIT to the Agency, thereby ensuring that IT services are timely, cost effective, and efficient for the Agency.

The complete agreement consists of three parts:

1. Service Agreement: General Terms
2. Service Agreement: Projects and Services
3. Service Agreement: Performance Metrics

The primary objective of this SLA is to define the service delivery items that will govern the relationship between MNIT and the Agency. This SLA documents the required business-facing information technology (IT) services that support the existing Agency business processes at the existing service levels.

This SLA, and all supporting documents which are incorporated herein by reference, supersedes in its entirety any previous service level agreements between MNIT and the Agency, or any other similar agreements 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.

For purposes of this SLA, “information technology” (IT) is defined as the acquisition, storage, communication, and processing of information by computers, telecommunications, applications and other software. This includes, but is not limited to: business data, voice, images, and video. IT provides an agency 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, enterprise-wide and agency-specific applications (business application software and related technical support services), system software, networks, databases, telecommunications, data centers, mainframes, servers, desktops, laptops/mobile computing devices, output devices such as printers, electronic mail, office systems, reporting, and other standard software tools, help desk, upgrades, security and IT service continuity, and maintenance and support of these systems.

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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

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- To create an environment that is conducive to a cooperative relationship between MNIT and the Agency to ensure the effective support of the Agency as it conducts its business.
- To document the roles and responsibilities of all parties taking part in the SLA.
- To ensure that the Agency receives the provision of agreed upon service levels with the support of MNIT.
- To define the services to be delivered by MNIT and the level of expected service and anticipated costs that can be expected by the Agency, thereby reducing the possibility for misunderstandings.
- To provide a common understanding of service requirements or capabilities and service levels and objectives.
- To provide a single, easily referenced document that addresses the objectives as listed above.

## Review Process

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This SLA will be reviewed by MNIT and the Agency no less frequently than every two years. MNIT and the Agency will maintain regular dialog and use the SLA as a basis for cooperation between the two entities in order to ensure that the Agency is receiving the services it needs.

## Common Partnership

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MNIT and the Agency will work collaboratively to meet the State's strategic direction and business needs and will establish a cooperative relationship to achieve efficiencies and improve the delivery of technology services.

MNIT and the Agency agree to all terms in this Agreement, including as follows:

- In conjunction with state agencies and other stakeholders, MNIT will establish and maintain a formal governance process that includes agency business participation and incorporates agency business requirements into overall IT strategy and direction.
- MNIT's oversight authority includes, but is not limited to, IT planning activities, IT budget management, IT purchasing, IT policy development and implementation, and direction of MNIT

employees. MNIT's oversight authority does not extend to the non-IT portions of the Agency's business operations, plans or needs.

- MNIT provides enterprise IT services to all state agencies, boards, and councils as defined in Minnesota Statutes, section 16E. MNIT assigns a Chief Business Technology Officer (CBTO) to work with agencies, boards, and councils to deliver and sustain agency-specific solutions to meet their unique mission system and application requirements.

## MNIT Roles and Responsibilities

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MNIT will work with the Agency to ensure the best interest of the state and the Agency it supports.

MNIT has the responsibility to:

- Coordinate, develop, communicate, and manage all IT strategic planning and establish the state's IT direction in the form of policies, standards, guidelines and directives.
- Collaborate with agencies to develop and determine delivery strategies for all executive branch state agency IT activity and services consistent with the IT Governance Framework.
- Manage IT resource deployment at the executive branch level based on strategic planning, service delivery strategies, Agency and executive branch business needs, and legal requirements pertaining to IT resources and IT resource funding.
- Manage all IT employees. All IT employees are MNIT employees and report up through the MNIT Commissioner.
- Perform human resources services for MNIT employees. MNIT Human Resources (HR) has authority with regard to IT-related employment including, but not limited to, transactions, classification, compensation, staffing (including hiring and termination), labor relations, unemployment, workforce planning, recruitment, training, safety and investigations.
- Work with agencies to support development of legislative initiatives related to IT.
- Determine responsibility, role and compensation for the Agency-based CBTO. Create a position description, complete performance appraisals of the Agency-based CBTO, and implement performance-related measures, including performance management.
- Implement and maintain appropriate IT internal controls for all IT-related business needs. Additionally, set information security policies and standards, and oversee the security of the state's executive branch information and telecommunications technology systems and services. MNIT will proactively identify and communicate to the Agency any

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system risks, vulnerabilities, weaknesses, threats or gaps that put the Agency at risk and identify options for change to address the risk, within the parameters and limits of the resources available to MNIT. MNIT is not responsible for maintaining internal controls for Agency non-IT related business.

- Develop and maintain plans and procedures for the recovery of the state's executive branch critical information and telecommunications technology systems and services in case of system or service interruption or failure. MNIT will collaborate with executive branch state agencies to develop recovery strategies consistent with business priorities and timelines. MNIT will coordinate and communicate response and recovery activities and timelines with executive branch state agencies during a continuity incident, emergency or disaster. MNIT will also collaborate with executive branch state agencies on training, testing and exercise activities to determine and improve the effectiveness of IT continuity plans and procedures.
- MNIT will collaborate with the Agency to comply with all applicable state and federal laws, rules and regulations that affect all consolidated agencies, boards, and councils. MNIT will work with the Agency to comply with the additional agency-specific legal and/or regulatory, safety and security requirements, and state standards. If the Agency is not currently in compliance, additional resources may be required to bring the Agency into compliance.
- Provide timely, accurate invoices to the Agency at a level of detail necessary for the Agency to identify the appropriate funding source from which to make payment, and respond to agency billing questions.
- Provide regular rate and cost information to the Agency sufficient for the Agency to plan, manage, and commit funding for Agency IT services, fiscal operations, and functions related to the CBTO and MNIT employees.

## The Agency Roles and Responsibilities

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The Agency has the responsibility to:

- Ensure the CBTO is in a role within the Agency that directly communicates with the Commissioner, Deputy Commissioner, or equivalent.
- Include the CBTO as a regular attendee of Agency leadership team meetings to provide IT-related reports and work in partnership to ensure that the MNIT IT strategy supports the business needs of the Agency.
- Provide feedback to MNIT's Commissioner regarding the performance of the Agency's CBTO as the Agency deems appropriate.

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- Work with MNIT to perform a portion of the other administrative services and partner with MNIT on legislative functions, as needed and agreed upon by the parties to this SLA. (Specific services will be added to the local services section of this document.)
  - Collaborate with MNIT to identify and ensure Agency compliance with all applicable state and federal laws, rules, standards and regulations. If the Agency is not currently in compliance, additional resources may be required to bring the Agency into compliance.
  - Process and pay all invoices to MNIT in a timely manner. The Agency may request a credit or an amendment to a bill if there is an error.
  - Work collaboratively with MNIT and the CBTO to adhere to the policies, processes and procedures for requesting and maintaining IT services and tools, and participate in IT project management methodologies.
  - Collaborate with MNIT on MNIT's Asset Management and Inventory to ensure proper accounting for IT assets at the Agency, in compliance with federal and state statutory and regulatory requirements and policies.
  - Determine and communicate new service requirements to the CBTO based on program needs including, but not limited to, changes in service volumes and IT projects, identifying funds for new services and investments, and initiating a change to this SLA and/or the IT Budget, as prescribed by the SLA and this Section.
  - Unless otherwise approved by MNIT's Commissioner, provide at least 30 days' notice to MNIT of cancellation of projects and termination of services. This is required because MNIT is obligated under labor agreements to provide staff with a 21-day notice of layoffs.
  - Work with its CBTO to provide necessary financial accounting services and purchasing of IT goods and services for the Agency. Provide regular financial reporting sufficient to plan, manage and commit funding for Agency IT services, fiscal operations and functions related to the CBTO and MNIT employees.
  - Develop and maintain a continuity of operations plan and procedures that include the Agency's business priorities, timelines and critical information needs. Collaborate with MNIT to develop recovery strategies for the critical telecommunications and technology systems and services needed to support business services. Coordinate and communicate response and recovery activities with MNIT during a continuity incident, emergency or disaster. Work jointly with MNIT on training, testing and exercise activities to determine and improve the effectiveness of continuity plans and procedures.
  - Provide oversight, leadership, and direction for Agency IT investments and services.

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## The Chief Business Technology Officer Roles and Responsibilities

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The CBTO represents MNIT at the Agency, oversees all Agency-based MNIT resources and employees, and reports to MNIT. The CBTO is responsible for maintaining a strong and collaborative partnership with the Agency. The CBTO has the authority and responsibility to:

- Hire and manage MNIT employees in coordination with MNIT Human Resources.
- Represent MNIT in communications with Agency leadership regarding the Agency's needs for IT services to support the Agency's unique business operations and priorities.
- Ensure that the Agency is made aware of and implements all MNIT IT policies, standards, guidelines, direction, strategies, procedures and decisions. Where the Agency does not implement the aforementioned, the CBTO will inform the Agency where and how the Agency is assuming risk. The CBTO will work with the Agency to identify and avoid risks that the Agency cannot assume because they would impair other agencies, boards, or councils.
- Report directly to, and be held accountable by MNIT for IT operational direction including, but not limited to, IT-related planning activities, purchasing, security, policy implementation and management of MNIT employees.
- Maintain regular dialog with the Agency's senior leadership to ensure that the SLA performance expectations reflect the current Agency needs and that the Agency is receiving the services it needs.
- Manage within the Agency-approved IT Budget, including determining service delivery strategies in consultation with the Agency. Work with Agency to ensure shared understanding of MNIT financial accounting and IT management and purchasing for the Agency. Provide regular financial reporting sufficient for the Agency to plan, manage, and commit funding for IT services and other IT operations.

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## Data Handling Roles and Responsibilities

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- The Agency's electronic data that is housed on MNIT-managed technology belongs to the Agency and is subject to the Agency's direction and control. MNIT is the custodian of the Agency's electronic data. The State Chief Information Officer is not the responsible authority under Minnesota Statutes, Chapter 13 (the Data Practices Act) for the Agency's data that resides on MNIT managed technology equipment. Agencies will work collaboratively with MNIT to ensure that MNIT has the appropriate resources to adhere to all policies and requirements provided by the Agency in order to protect the Agency's data.

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- Should MNIT receive a data request for the Agency's data, MNIT will not produce the requested data. However, MNIT will assist in retrieving the data housed on MNIT-managed technology if requested by the Agency to do so.
  - Should an Agency receive a request for MNIT data, the Agency will not produce the requested data.
  - Should a request include Agency data and MNIT data, MNIT and the Agency will work together to appropriately respond to the request.
  - Minnesota Statutes, Chapter 16E, requires the Agency to share data, including not public Agency data, with MNIT as necessary for MNIT to provide IT services and equipment to the Agency. Sharing data as required by Chapter 16E, and in the manner prescribed in the Data Practices Act, does not affect the classification of any not public data shared with MNIT and is not intended to waive any privileges afforded to not public data under applicable law.
  - In accordance with the Data Practices Act, MNIT will only access and use not public agency data that it is the custodian of in relation to a work assignment or project on behalf of the Agency.
  - Should MNIT or the Agency become aware of a known or suspected security incident or potential breach of an Agency's electronic data, each will promptly notify the other. MNIT will work to identify the deficiency that led to the breach and to correct, mitigate and remediate the deficiency, which may require additional Agency resources. The Agency will be responsible for complying with the notice and regulatory requirements under the Data Practices Act and other applicable state and federal laws, rules, and regulations for any breaches of Agency data.
  - This SLA is not meant to supersede, waive, or violate data handling roles and responsibilities set forth in state law, federal law, or any applicable data sharing and/or business associate agreement between MNIT and Agency.

## Budget Scope

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Enterprise rate-based services and services provided by the CBTO will be billed directly to the Agency. The CBTO will work with the Agency's Chief Financial Officer (CFO) and other appropriate finance staff as designated by the CFO to develop budget for local services, and to ensure that all IT expenditures are accounted for, such as staffing, hardware, software, supplies, training, and administrative costs. Staffing costs include legal and settlement costs for MNIT employees assigned to the Agency. All IT budget expenditures must be approved by the CBTO or delegate.

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MNIT and the Agency will collaborate to determine appropriate accounting processes to support the Agency's payment of all MNIT bills. MNIT and the Agency will cooperatively plan and communicate regarding IT expenditures and billing.

## Acceptance

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In the IT Consolidation Act, the Minnesota Legislature required the Chief Information Officer to enter into a Service Level Agreement governing the provision of IT systems and services, assets, and personnel with each state agency. STATE GOVERNMENT, INNOVATIONS AND VETERANS OMNIBUS BILL, 2011 Minn. Session Law Serv. 1st Special Session, Ch. 10, Art. 4 (S.F. 12).

For the departments, agencies, offices, councils, boards, commissions and other entities in the executive branch of Minnesota State government that are subject to IT Consolidation, the use of MNIT is required by the State Legislature. MNIT recognizes that providing IT services is most successfully done in close partnership with the Agency. MNIT and the Agency representative will memorialize their formal partnership by adding their signatures to this document.

## Dispute Management

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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 communication and engaging 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 Commissioner/CEO/Executive Director and MNIT's Commissioner will meet to determine further action. If no agreement can be reached, the Agency and MNIT will participate in conflict resolution proceedings managed by the Bureau of Mediation Services.

## Liability

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Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the 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, nor shall anything herein be construed to create a basis for any claim or suit when none would otherwise exist. This provision shall survive the termination of this SLA.

## Additional Provisions

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The terms of this SLA are not intended 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

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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

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This SLA shall be interpreted and enforced in accordance with the laws of the State of Minnesota. Any legal proceedings arising out of this SLA, or breach thereof, shall be adjudicated in the state courts of Minnesota, and venued in Ramsey County, Minnesota.

## Assignment

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Neither MNIT 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 MNIT's ability to use third party contractors or products to meet its obligations under this SLA.

# Service Agreement – Projects and Services

Template version 8/31/2018 v2.

This section provides information related to the various projects and services provided to agencies. Further information on each project or service is available through the agency-based CBTO or their designee.

## Projects

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Definitions:

- **Project:** a temporary endeavor undertaken to create a unique product, service or result. It has a start date, specific goals and conditions, defined responsibilities, a budget, a plan, and end date. Examples include, but are not limited to, developing a new product or service, developing or acquiring a new or modified information system, upgrades, and releases.
- **IT Project:** an effort to acquire or produce information and telecommunications technology systems and services.
- **Total expected project cost:** direct staff costs, all supplemental contract staff and vendor costs, and costs of hardware and software development or purchase.

Projects can have multiple funding sources including:

- A specific legislative appropriation called a Biennial IT (BIT) project.

- A 2001 fund allocation known as an Odyssey Fund project.
- An internal agency budget allocation known as an Agency Funded project.

Each of these project types is documented in the MNIT Enterprise Project Management Office (ePMO) project and program management system. Projects documented in this fashion are incorporated by reference in this SLA. Documentation on each project is available through the agency-based CBTO or their designee.

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## Services

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There are five types of services available:

1. Enterprise Services
2. Shared Services
3. Center of Excellence Services
4. Local Services
5. Enterprise Security Services

**Enterprise Services** are standard services that all executive branch agencies are required to utilize to ensure consistency and business interoperability within government. Examples include: email and calendaring, phones, networks, servers, desktop/laptop computers and related support services. These services have biennial enterprise rates approved by Minnesota Management and Budget (MMB) and are uniform across all agencies.

**Shared Services** are standard services that executive branch agencies may utilize to support their business operations. Alternatively, this type of service may also be provided on a single agency basis by Minnesota IT Services (MNIT) staff partnering with agencies. An example is Geospatial services. This service has biennial enterprise rates approved by MMB and are uniform across all agencies that utilize the shared service.

**Center of Excellence Services** are services that executive branch agencies may utilize to support their business operations. Typically these services are provided to multiple agencies by MNIT staff located at a single agency office. Examples include: FileNet Document Management, and Identity and Access Management (IAM) services are provided by MNIT staff located at the MNIT/DHS office, and are used by a number of other agencies. These services have rates set by the service provider and approved by MMB and are uniform across all agencies that utilize the service.

**Local Services** are services that are provided by MNIT staff located at an agency office, and are provided to serve business operations only at that agency. Examples include: Application Support and Development, Application Management, Application Operations, Project Management Office functions including Project Management, Business Analyst and Quality Assurance functions. These services are provided on a 'pass-through' basis for staff salaries and benefits, and any IT purchases not covered by an Enterprise, Shared, or Center of Excellence Service.

**Enterprise Security Services** are provided to all Minnesota IT Services executive branch customers at a core level. These services include: Security Operations, Threat and Vulnerability Management, Access and Identity Management, and Governance, Risk, and Compliance. Within these services, additional protective services are provided.

A detailed description of each service, pricing and delivery terms associated with that service may be found on the [MNIT public website](#).

Services documented in this fashion are incorporated by reference in this SLA.

## Delivered Services

### Enterprise Services Summary

Service Details	Summary Description
Service Name	Database Administration
Included	<ul style="list-style-type: none"> <li>• Database operational support</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Database logical design</li> <li>• Application support</li> <li>• Dedicated host, license &amp; maintenance costs</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support staff with access to MNIT on-premise and external cloud environments</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• Production 7x24</li> <li>• On-call off hours and weekends</li> <li>• Non-production: M-F; 7 a.m.-5 p.m.</li> </ul>

<b>Service Details</b>	<b>Summary Description</b>
Service Name	Desktop Bundle
Included	<ul style="list-style-type: none"> <li>• Standard desktop, keyboard and mouse – replaced every 5 years.</li> <li>• Workstation management and protection package: firewalls, security patching and encryption</li> <li>• Workstation support, including remote desktop and deskside support.</li> <li>• Inventory management</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Performance-upgraded desktop</li> <li>• Monitor(s)</li> <li>• Memory upgrade</li> <li>• Headset</li> <li>• Cameras (required to use all of the functionality of Skype for Business)</li> <li>• Local printer, if applicable for your agency</li> <li>• Ergonomic or wireless bundle of keyboard &amp; mouse Programmable keyboard</li> <li>• Shorter refresh cycle (see details below)</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support staff for both online and deskside support</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• 24x7x365 with following hours of support:</li> <li>• M-F: 7 a.m.-5 p.m.</li> </ul>

Service Details	Summary Description
Service Name	Enterprise Software Bundle
Included	<p><u>Enterprise License:</u></p> <ul style="list-style-type: none"> <li>• Microsoft Office 365: Word, Excel, PowerPoint, Outlook, OneNote, Access</li> <li>• Skype for Business</li> <li>• Web filtering</li> </ul> <p><u>Kiosk License:</u></p> <ul style="list-style-type: none"> <li>• Microsoft Office 365, Kiosk User Office Online</li> </ul> <p><u>Enterprise and Kiosk License also include:</u></p> <ul style="list-style-type: none"> <li>• SharePoint access license</li> <li>• Security awareness training</li> <li>• Access oversight and audit</li> <li>• Physical access to data centers and data</li> <li>• Data access security monitoring</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Agency-specific software packages</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support staff for both online and deskside support.</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• Access to Foundational Services (Email, SharePoint and Skype) 24x7x365 from Microsoft</li> <li>• Following hours of Minnesota IT Services support. M-F, 7 a.m.5 p.m.</li> </ul>

Service Details	Summary Description
Service Name	Hosting Services
Included	<ul style="list-style-type: none"> <li>• Data Center Services and Support, physical and virtual server management and support</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Customer application support</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime Support staff and provided server equipment and infrastructure both on premise and in the cloud</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• 24x7x365 expected infrastructure up time</li> <li>• M-F; 6 a.m.-6 p.m. on premise support staff</li> <li>• On-call off hours and all day Saturday and Sunday</li> </ul>

Service Details	Summary Description
Service Name	Local Area Network (LAN)
Included	<ul style="list-style-type: none"> <li>• Wired and wireless IP network connections within a location or campus</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Wide area network (WAN) connections</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Minnesota IT Services owned and managed LAN devices</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• 24x7</li> </ul>

Service Details	Summary Description
Service Name	Laptop Bundle
Included	<ul style="list-style-type: none"> <li>• Standard laptop, replaced every 4 years</li> <li>• Docking station, keyboard and mouse (replaced with laptop if necessary, monitor not included)</li> <li>• Workstation management and protection package: firewalls, security patching and encryption</li> <li>• Workstation support, including remote desktop and deskside support.</li> <li>• Inventory management</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Performance-upgraded laptop</li> <li>• Monitor(s)</li> <li>• Memory upgrade</li> <li>• Headset</li> <li>• Cameras (required to use all of the functionality of Skype for Business)</li> <li>• Local printer, if applicable for your agency</li> <li>• Ergonomic or wireless bundle for keyboard and mouse</li> <li>• Programmable keyboard</li> <li>• Shorter refresh cycle (see details below)</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime staff for both remote and deskside support</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• 24x7x365 with following hours of support:</li> <li>• M-F; 7 a.m.-5 p.m.</li> </ul>

Service Details	Summary Description
Service Name	Mainframe Service
Included	<ul style="list-style-type: none"> <li>• Batch, Workload Scheduling, Mainframe Processing, Databases on the Mainframe, Mainframe DR services, replicated storage</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Other Hosting services like Server and Hosting, Databases like SQL and Oracle, customer application support</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support staff and provided mainframe equipment and infrastructure</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• M-F; 7 a.m.-5 p.m. On premise staff support, on-call during off hours and weekends</li> <li>• 24x7x365 expected infrastructure up time, 6 a.m.-6 p.m, M-F</li> <li>• 24x7x365 on site Batch Scheduling and Operations.</li> </ul>

Service Details	Summary Description
Service Name	Middleware
Included	<ul style="list-style-type: none"> <li>• Middleware software and support</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Customer application support</li> <li>• Database charges for MQ messaging</li> <li>• Dedicated host charges</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support staff with access to the MNIT on premise and external cloud environments</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• Production: availability 7x24</li> <li>• On-call off hours and weekends</li> <li>• Non-production: M-F; 7 a.m.-5 p.m.</li> </ul>

<b>Service Details</b>	<b>Summary Description</b>
Service Name	Mobile Device Management
Included	<ul style="list-style-type: none"> <li>• Help with device enrollment</li> <li>• Working with agency partners to establish security standards, feature restrictions and application testing</li> <li>• Monitoring devices for compliance with agency partner rules and operating system requirements</li> <li>• Management of lost devices (wipe)</li> <li>• Establishing retirement parameters</li> <li>• Troubleshooting instructions and remote diagnostics</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Device procurement.</li> <li>• Initial setup is provided by agency partner or local MNIT Services Staff</li> <li>• End user training</li> <li>• Forced operating system updates.</li> <li>• Cell carrier management</li> <li>• Support for accessories</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Level 1 – Service Desk</li> <li>• Back office – Supported by MDM team.</li> <li>• Additional service provided by @agency MNIT personnel if needed.</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• M-F; 7 a.m.-5 p.m.</li> </ul>

<b>Service Details</b>	<b>Summary Description</b>
Service Name	Telephone
Included	<ul style="list-style-type: none"> <li>• Telephone service using state IP services or contracted traditional services</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Cellular Phones</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Dial tone to telephone handset</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• 24 x 7</li> </ul>

<b>Service Details</b>	<b>Summary Description</b>
Service Name	WAN
Included	<ul style="list-style-type: none"> <li>• IP Network Connection</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Applications running on the network</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Managed circuits and WAN devices</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• 24 x 7</li> </ul>

Service Details	Summary Description
Service Name	Web Management
Included	<ul style="list-style-type: none"> <li>• SDL Web (Tridion), Drupal Shared Hosting, and Search</li> <li>• Website development, design, hosting, search, and support</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Customer application support</li> <li>• Optional: Quality Assurance website tool and Web Analytics</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support staff with access to MNIT on-premise and external cloud environments</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• Production availability 7x24x365</li> </ul>

**Shared Services Summary**

Service Details	Summary Description
Service Name	Geospatial Shared Services
Included	<ul style="list-style-type: none"> <li>• Enterprise Licensing for Geospatial Software</li> <li>• MN Geospatial Commons</li> <li>• Access and use of geospatial web services</li> <li>• Geospatial Managed Hosting</li> <li>• Access to PT Services for development and support of geospatial applications and web services</li> </ul>
NOT included	
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support staff with access to the MNIT On-Premise and external cloud environments</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• Production availability 7x24x365</li> </ul>

**Center of Excellence Services Summary**

Service Details	Summary Description
Service Name	FileNet Electronic Document Management System (EDMS)
Included	<ul style="list-style-type: none"> <li>• Monthly user license</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Data storage</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Agency-specific web portal</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• High availability 24x7x365, excluding scheduled maintenance</li> </ul>

<b>Service Details</b>	<b>Summary Description</b>
Service Name	Salesforce Development and Support (SFDC) – Center of Excellence
Included	<ul style="list-style-type: none"> <li>Development services, licensing, storage, platform support, add-on software, professional services.</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>Direct end user support of delivered solutions. Customers must respond to end users and escalate support requests to the MNIT when necessary.</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>Service agreements define project scope, deliverables, and development resources. Professional services hours are billed for development and support.</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>Production availability 7x24x365</li> </ul>

<b>Service Details</b>	<b>Summary Description</b>
Service Name	MN Enterprise Identity and Access Management (MNEIAM) – Center of Excellence
Included	<ul style="list-style-type: none"> <li>Oracle IAM suite, IAM Database in Exadata appliance, and Middleware technology</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>Load balancer, firewall, and any website development/integration outside IAM authentication</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>Service delivery should occur through a centralized issue tracking tool – BMC service management method</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>24 x7 with multi-datacenter architecture to provide high availability / up-time service of IAM system.</li> </ul>

**Local Services Summary**

<b>Service Details</b>	<b>Summary Description</b>
Service Name	MN Tax Court Project Management and Application Support – <a href="#">link to detailed service description.</a>
Included	Project Management for Application Development/Implementation Projects. Liaison between the Tax Court and system vendors. Work with I.T. Director on Application support/infrastructure requirements
NOT included	Desktop support. Long term operational support of application.
Delivery Method	One contracted employee.
Hours of Operation	Approximately M, T, W, TH, and F – 8:00am – 4:30pm

**Enterprise Security Services Summary**

<b>Service Details</b>	<b>Summary Description</b>
Service Name	Enterprise Vulnerability Management
Included	<ul style="list-style-type: none"> <li>• Internal Vulnerability Scanning of desktops, servers, network devices and other supported devices</li> <li>• External scanning of internal facing devices</li> <li>• Communication of prioritized vulnerabilities</li> <li>• Oversight of remediation efforts on vulnerabilities</li> <li>• Configuration compliance scanning (emerging capability)</li> <li>• Web application security scanning</li> <li>• Veracode administration for teams using Veracode</li> <li>• Penetration and Red Team Services (emerging capability)</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Devices not connected to MNIT managed networks</li> <li>• Devices not supported by TVMU tools</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support Staff</li> <li>• Automated scanning</li> <li>• MNIT Mall: Threat and Vulnerability Management</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• M-F; 7 a.m.-5 p.m.</li> <li>• Emergency after hours support: MNIT Service Desk</li> </ul>

Service Details	Summary Description
Service Name	Security Operations Center
Included	<ul style="list-style-type: none"> <li>• Security Incident Response</li> <li>• Threat Research and SOC Daily Brief</li> <li>• Spam/Phishing Investigation</li> <li>• Security Operations Coordination</li> <li>• Security Monitoring</li> <li>• Enterprise Intrusion Detection and Prevention</li> <li>• Enterprise Web Content Filtering</li> <li>• Enterprise Endpoint Protection</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Full service provided to MN executive branch and partner entities with core detection/alerting to other MNET customers</li> <li>• Monitoring is limited to network activity only for external MNET entities that do not participate in the Intrusion Detection and Prevention Service</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support staff</li> <li>• Email: <a href="mailto:soc@state.mn.us">soc@state.mn.us</a></li> <li>• Phone: 651.201.1281</li> <li>• MNIT Mail: Report a Security Event</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• Daily 6 a.m. – 6 p.m.</li> <li>• Emergency after hours support: MNIT Service Desk 24x7</li> </ul>

Service Details	Summary Description
Service Name	Digital Forensics
Included	<ul style="list-style-type: none"> <li>• Data Preservation</li> <li>• Data Recovery</li> <li>• Security Incident Investigations</li> <li>• eDiscovery</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Devices not owned by executive branch agencies</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support staff</li> <li>• MNIT Mail: Use the Agency Data &amp; Legal Hold Request Form</li> <li>• SOC Phone: 651-201-1281</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• M-F: 6 a.m. – 2:30 p.m.</li> <li>• Emergency service daily 6 a.m. – 6 p.m. through the Security Operations Center</li> <li>• Emergency after hours support: MNIT Service Desk 24x7</li> </ul>

Service Details	Summary Description
Service Name	Enterprise Privileged Account Management Service
Included	<ul style="list-style-type: none"> <li>• User license</li> <li>• Centralized, secure storage</li> <li>• Automatic password rotation</li> <li>• Automated Workflows</li> <li>• Security Awareness Training</li> <li>• Access oversight and audit</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• A self-service portal for password reset</li> <li>• Storage of personal passwords</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime Support staff</li> <li>• MNIT Mall: Privileged Account Access</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• M-F; 7 a.m.-5 p.m.</li> <li>• Emergency after hours support: MNIT Service Desk</li> </ul>

Service Details	Summary Description
Service Name	Enterprise Digital Certificate and Encryption Key Management (PKI)
Included	<ul style="list-style-type: none"> <li>• Management of external digital certificates</li> <li>• Management of internal digital certificates</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• Management of encryption keys</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime Support staff</li> <li>• MNIT Mall: Security Certificates</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• M-F; 7 a.m.-5 p.m.</li> <li>• Emergency after hours support: MNIT Service Desk</li> </ul>

Service Details	Summary Description
Service Name	Enterprise Governance, Risk, and Compliance
Included	<ul style="list-style-type: none"> <li>• IT Audit Coordination across agencies (ie: IRS, FBI, SSA, PCI, etc)</li> <li>• Securing the Human (Annual Security Awareness Training)</li> <li>• CJIS training coordination</li> <li>• Security ScoreCard Metrics process ownership</li> <li>• Anti-phishing training coordination</li> <li>• Statewide Security Policy and Standards (creation, publishing, curation)</li> <li>• Security finding management (audit findings, exceptions)</li> <li>• Archer management and administration</li> <li>• Risk assessment process ownership</li> </ul>
NOT included	
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support staff</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• M-F, 8 a.m.-5 p.m. via GRC@state.mn.us</li> </ul>

## Service Agreement – Performance Metrics

Revision 9/14/2018 v2.

This section provides information related to the various performance metrics provided to agencies. Further information on each metric is available through the agency based CBTO or their designee.

### Performance Metrics

There are multiple types of metrics available:

- Security Risk Score (contains NOT PUBLIC security information)
- Enterprise Services

CBTOs may provide other metrics, including those representing locally delivered services as needed.

*The Security Risk Scorecard* measures a number of key metrics and security controls for an agency yielding a numeric score on eight separate subject areas:

1. Risk Management
2. Vulnerability and Threat Management
3. Secure System Development
4. Security Configuration Management
5. Access Control
6. Monitoring and Incident Response
7. Disaster Recovery Readiness
8. Security Training and Awareness

**Enterprise Services** have a number of metrics available for partner agencies, including:

***MN.GOV – State Web Site***

1. Number of Monthly Visits
2. Average Daily Visits
3. Number of Unique Monthly Visitors
4. Number of Monthly Visitors Who Visit Once
5. Number of Monthly Visitors Who Visit More Than Once

***Enterprise Applications***

1. Email Activity – number of active users & volume of use
2. SharePoint file related activity – number of active users & volume of use
3. Skype for Business activity – number of active users & volume of use
4. OneDrive for Business – number of active users & file storage volume

***Service Desk & Desktop Support***

1. **Incidents** (when something isn't working) – for prior completed month
  - a. Quantity Total Tickets Opened
  - b. Quantity Total Tickets Resolved
  - c. Quantity Total Tickets Resolved Same Day
  - d. Average aging for remaining open tickets

- e. Percent of Tickets Resolved
  - f. Average Aging for all open and resolved tickets
2. Requests **(for additional functionality)** – for prior completed month
- a. Total Tickets Opened
  - b. Total Tickets Resolved
  - c. Total Tickets Resolved Same Day
  - d. Average aging for remaining open tickets
  - e. Percent of Tickets Completed
  - f. Average Aging for all open and resolved tickets

### ***Hosting and Storage***

- 1. Server uptime and system availability
- 2. Storage usage and growth



## Signature Page

Under Minnesota Statutes section 16E, the Office of MN.IT Services (dba Minnesota IT Services/MNIT) provides Information Technology services to the Agency. The Agency use of these services constitutes an acceptance of this Service Level Agreement.

The MNIT Service Level Agreement is reviewed and recognized by:

**Agency/Entity**

**The Office of MN.IT Services**

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Bradford Delapena  
Chief Judge  
Minnesota Tax Court

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Johanna Clyborne  
State Chief Information Officer and  
Commissioner of the Office of MN.IT Services

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Date of Signature

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Date of Signature



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A handwritten signature in blue ink, appearing to read 'Bradford Delapena', written over a horizontal line.

Bradford Delapena  
Chief Judge  
Minnesota Tax Court

A horizontal line intended for a signature.

Johanna Clyborne  
State Chief Information Officer and  
Commissioner of the Office of MN.IT Services

A handwritten date in blue ink, 'December 18, 2018', written over a horizontal line.

Date of Signature

A horizontal line intended for a signature.

Date of Signature