DEPARTMENT OF AGRICULTURE

2021 Interagency Agreements and Transfers Report

Minnesota Statutes §15.0395

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10/15/2021

Legislative Charge

This annual report is mandated by **Minnesota Statute 15.0395 Interagency Agreements and Intra-Agency Transfers**, which states:

> (a) By October 15, 2018, and annually thereafter, the head of each agency must provide reports to the chairs and ranking minority members of the legislative committees with jurisdiction over the department or agency's budget on:
>
> (1) interagency agreements or service-level agreements and any renewals or extensions of existing interagency 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
>
> (2) transfers of appropriations between accounts within or between agencies, if the cumulative value of the transfers is more than $100,000 in the previous fiscal year.
>
> The report must include the statutory citation authorizing the agreement, transfer or dollar amount, purpose, and effective date of the agreement, the duration of the agreement, and a copy of the agreement.
>
> (b) As used in this section, "agency" includes the departments of the state listed in section 15.01, a multimember state agency in the executive branch described in section 15.012, paragraph (a), the Office of MN.IT Services, and the *Office of Higher Education.*

Background

Attached to this report are two spreadsheets. The first spreadsheet, titled *FY 2021 Interagency Agreements and Service Level Agreements Greater Than $100,000*, provides details on the Minnesota Department of Agriculture's (MDA) interagency agreements effective during FY 2021 that have a cumulative value more than $100,000. Immediately behind this spreadsheet are copies of the interagency and service level agreements listed.

The second document, titled *FY 2021 Transfers greater than $100,000*, provides details on transfers between appropriations within MDA or between MDA and another state agency that collectively total more than $100,000 during the reported fiscal period.

Pursuant to Minn. Stat. § 3.197, the cost of preparing this report was approximately $900.

FY 2021 Transfers greater than $100,000

October 15, 2021

TRANSFER FROM					TRANSFER TO						
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
MDA	General	B047G77	Ag Resch Educ Exten & Technol	(9,200,000)	Agriculture	Agriculture Fund	B047A77	Ag Resch Educ Ext Tech Trnsfr	9,200,000	AGREET general fund transfer to AGREET ag fund	MS 41A.14
MDA	Rural Finance Administration	B049RFA	RFA Bond Loan Repayment	(4,385,881)	MMB Debt Services	Debt Service	G9Q0001	Debt Service Clearing Account	4,385,881	RFA Debt Service Transfer	MS 16A.641
MDA	Rural Finance Administration	B049L1E	RFA Begin Farmer Loan Repay	(3,523,069)	MMB Debt Services	Debt Service	G9Q0001	Debt Service Clearing Account	3,523,069	RFA Debt Service Transfer	MS 16A.641
MDA	Rural Finance Administration	B049L4T	RFA Ln Restructure Loan Repay	(2,522,832)	MMB Debt Services	Debt Service	G9Q0001	Debt Service Clearing Account	2,522,832	RFA Debt Service Transfer	MS 16A.641
MMB	General	G9R0227	Capital Imprvmnt-Hmong AFA	(2,000,000)	MDA	General Projects	B048B72	Grant - Hmong American Farmers	2,000,000	Bonding appropriation for Hmong American Farmers	205 003 00 000, 205 003 03 002 002
MDA	Rural Finance Administration	B049L3B	RFA Ag Improvement Loan Repay	(1,950,498)	MMB Debt Services	Debt Service	G9Q0001	Debt Service Clearing Account	1,950,498	RFA Debt Service Transfer	MS 16A.641
MDA	Agriculture Fund	B041A11	Pesticide Regulatory	(1,346,000)	MDA	Agriculture Fund	B043A11	Pesticide Reg Lab	1,346,000	Pay for laboratory services	MS 18B.05
MDA	Rural Finance Administration	B049L5T	RFA Livestk Expansn Loan Repay	(1,048,968)	MMB Debt Services	Debt Service	G9Q0001	Debt Service Clearing Account	1,048,968	RFA Debt Service Transfer	MS 16A.641

9	MDA	Rural Finance Administration	B049L97	RFA Farm Opportunity Loans	(900,000)	MDA	Rural Finance Administration	B049L92	RFA Disaster Recovery Loans	900,000	Tranfer funds between RFA revolving loan programs	MS 41B.06
10	MDA	General	B044G06	Food General Fund	(348,000)	MDA	General	B040G99	FY21 Operating Holdback	348,000	FY21 one-time operating holdback	MS 16A.055
11	MDA	Restrict Misc Special Revenue	B049R81	Ag BMP Loans State WQ+air	(342,797)	MDA	Restrict Misc Special Revenue	B049R85	AgBMP Admin	342,797	Tranfer funds between AgBMP revolving accounts	MS 17.117 5B
12	MDA	Agriculture Fund	B044A30	Commercial Feed	(330,000)	MDA	Agriculture Fund	B043A30	Commerical Feed Lab	330,000	Pay for laboratory services	MS 25.39 4
13	MDA	General	B041EPR	Emergency Prep and Response	(250,000)	MDA	General	B049G93	Ag Emergency Gen	250,000	Transfer appropriation to correct program and budget activity	MS 16A.285, 191 001 01 002 02I
14	MDA	General	B046G71	MN Grown Matching Program	(186,000)	MDA	Agriculture Fund	B046A50	Minneosta Grown	186,000	MN Grown matching general fund budget to Minnesota Grown ag fund	191 001 01 002 03A
15	MDA	Restrict Misc Special Revenue	B049R80	BMP Loans ISTS	(162,019)	MDA	Restrict Misc Special Revenue	B049R85	AgBMP Admin	162,019	Tranfer funds between AgBMP revolving accounts	MS 17.117 5B
16	MDA	General	B045G31	Dairy General Fund	(158,000)	MDA	General	B040G99	FY21 Operating Holdback	158,000	FY21 one-time operating holdback	MS 16A.055
17	MDA	General	B043G06	Laboratory Services	(143,903)	MDA	General	B040G99	FY21 Operating Holdback	143,903	FY21 one-time operating holdback	MS 16A.055
18	MDA	Agriculture Fund	B045A31	Dairy Services	(140,000)	MDA	Agriculture Fund	B043A31	Dairy Services Lab	140,000	Pay for laboratory services	MS 32D.02 10

#												
19	MDA	General	B049G08	Agency Services	(137,500)	MDA	General	B040G99	FY21 Operating Holdback	137,500	FY21 one-time operating holdback	MS 16A.055
20	MDA	General	B049G41	Mental Health Assistance MNSCU	(134,000)	MNSCU	MN State Colleges/Universities	E265741	Mental Health Counsel-FF	134,000	Statewide mental health counseling support to farm families and business operators - South Central	191 001 01 002 005
21	MDA	General	B043G24	Plant Pathogens and Pests	(120,000)	MDA	General	B040G99	FY21 Operating Holdback	120,000	FY21 one-time operating holdback	MS 16A.055
22	MDA	General	B047G76	Ag Growth Research & Innov	(120,000)	MDA	General	B040G99	FY21 Operating Holdback	120,000	FY21 one-time operating holdback	MS 16A.055
23	MDA	General	B042G06	Plant Protection	(116,650)	MDA	General	B040G99	FY21 Operating Holdback	116,650	FY21 one-time operating holdback	MS 16A.055
24	MDA	General	B049G41	Mental Health Assistance MNSCU	(116,000)	MNSCU	MN State Colleges/Universities	E266301	Mental Health Counsel-FF	116,000	Statewide mental health counseling support to farm families and business operators - Central Lakes	191 001 01 002 005
25	MDA	Agriculture Fund	B042A21	Seed Inspection	(115,000)	MDA	Agriculture Fund	B043A21	Seed Inspection Lab	115,000	Pay for laboratory services	MS 21.92
26	MDA	Agriculture Fund	B042A21	Seed Inspection	(115,000)	MDA	Agriculture Fund	B043A21	Seed Inspection Lab	115,000	Pay for laboratory services	MS 21.92
27	MDA	Agriculture Fund	B042A21	Seed Inspection	(115,000)	MDA	Agriculture Fund	B043A21	Seed Inspection Lab	115,000	Pay for laboratory services	MS 21.92
28	MDA	Agriculture Fund	B042A21	Seed Inspection	(115,000)	MDA	Agriculture Fund	B043A21	Seed Inspection Lab	115,000	Pay for laboratory services	MS 21.92
29	MDA	Restrict Misc Special Revenue	B049R82	Ag BMP Loans Clean Water	(114,811)	MDA	Restrict Misc Special Revenue	B049R85	AgBMP Admin	114,811	Tranfer funds between AgBMP revolving accounts	MS 17.117 5B
30	Natural Resources	Restrict Misc Special Revenue	R296216	FAW Venison Donation Program	(100,000)	MDA	Restrict Misc Special Revenue	B045R08	Venison Donation Program	100,000	Venison donation program	MS 97A.065 6, MS 17.035 1
	TOTAL				(30,356,928)					30,356,928		

Minnesota Department of Agriculture

FY 2021 Interagency Agreements and Service Level Agreements Greater Than $100,000

October 15, 2021

	Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
1	Health	$ 124,365	M.S. 471.59 10	Freeman and Laboratory Building Shared Services	7/1/2019	FY 2021
2	MNIT Services	$ 5,340,566	111 010 04 (IT Consolidation Act)	MN.IT provides enterprise IT services to MDA	11/14/2018	FY 2021
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	Total	$ 5,464,931				

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Minnesota Department of Health ("MDH") and the Minnesota Department of Agriculture ("MDA").

Recitals

WHEREAS, MDH and MDA are empowered to enter into interagency agreements pursuant to Minnesota Statutes section 471.59, subdivision 10; and

WHEREAS, MDH is responsible for the provision of services to all tenants of the Orville L. Freeman ("Freeman") and MDA/MDH Laboratory ("Lab") buildings for which the tenants are jointly responsible for paying; and

WHEREAS, the services that MDH provides are essential for the building tenants to have meaningful use of the property. For example, MDH provides fire prevention, receptionist services, greenery maintenance, and security badges. MDH enters into contracts with vendors to maintain server rooms, the compressed air system, and the water system, among other things; and

WHEREAS, MDA is a recipient of MDH's facilities management services, in both Freeman and the Lab. Accordingly, MDA wishes to reimburse MDH for its proportionate share of the cost of services that MDH provides.

NOW, THEREFORE, the parties have entered into the following:

Agreement

1   Term of Agreement

1.1   *Effective date*: *July 1, 2019*, or 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.

2   Scope of Work

    A. With the exception of state holidays, MDH will provide receptionist services for the Freeman Building from 8:00 a.m. to 4:30 p.m., Monday through Friday. This service includes ongoing staff supervision and training, quarterly interagency meetings, and ad hoc discussions to address any issues. MDH will also provide backup reception services, as needed.

    B. MDH will provide greenery maintenance services for Freeman's Atrium Gardens. The Department of Administration, Office of State Procurement ("OSP") will contract with a qualified vendor to maintain the Atrium Garden.

    C. MDH will obtain preventive maintenance service contracts to ensure the stability of:

- Lab Building DI water system;
- Lab Building vacuum air system;
- Lab Building compressed air system;

MDH/MDA Shared Services Agreement

- Freeman and Lab Building server room uninterrupted power supply ("UPS");
- Freeman and Lab Building server rooms air conditioning systems;
- Freeman and Lab Building entry turnstiles; and
- Freeman and Lab Building server room fire suppression systems.

D. MDH will, as needed, arrange for repairs to the:

- Lab Building DI water system;
- Lab Building vacuum air system;
- Lab Building compressed air system;
- Lab Building O2 sensors in the bulk gas room;
- Freeman Building audio/visual equipment in rooms B144 – B145;
- Freeman and Lab Building server room uninterrupted power supply;
- Freeman and Lab Building server rooms air conditioning systems;
- Freeman and Lab Building server room fire suppression systems;
- Freeman and Lab Building entry turnstiles;
- Freeman and Lab Building interior cameras; and
- Freeman and Lab Building interior keycard readers.

E. MDH will pay for electricity use in server rooms. Electricity use is provided by the Department of Administration's Plant Management Division pursuant to conditions of the executed lease agreement.

F. MDH will pay for visitor badges and distribute them at the Freeman reception area/front desk. Visitors to either Freeman or the Lab may obtain these badges at the front desk when they arrive at Freeman.

G. MDH will arrange for the provision of bulk argon and nitrogen gases for use by in the Lab Building. Both MDH and MDA may use these gasses. MDH will assume responsibility for inventorying, ordering, receiving and processing payments for the bulk gasses.

3   **Consideration and Payment**

A. For each year of this Agreement, MDA will reimburse MDH for its proportionate share of the costs outlined *infra*, which amounts to 36.1% of the total. Accordingly, MDA will reimburse MDH for 36.1% of the following expenses:

- Receptionist services;
- Greenery maintenance services;
- Freeman entry turnstiles;
- Freeman Building audio/video equipment in rooms B144 – B145;
- Freeman interior cameras;
- Freeman interior keycard readers; and
- Visitor badges in the Lab Buildings.

B. In each year of the agreement, MDA will also reimburse MDH for 40.4% of the cost of preventive maintenance contracts and the cost of repairs not covered by service agreements for the following systems, as follows:

- Lab Building DI water system;
- Lab Building vacuum air system;
- Lab Building compressed air system; and
- Lab Building O2 sensors in the bulk gas room (repairs only; no preventive maintenance contract).
- Lab Building entry turnstiles;
- Lab Building interior cameras;
- Lab Building interior keycard readers; and
- Visitor badges in the Lab Buildings.

C. In each year of the agreement, MDA will reimburse MDH for 30 percent of the following costs:

- Freeman and Lab Building server room UPS system;
- Freeman and Lab Building server rooms air conditioning systems;
- Freeman and Lab Building server room fire suppression systems; and

D. In each year of the agreement, MDA will reimburse MDH for 50 percent of the cost for bulk argon and nitrogen gases for use by both agencies in the Lab Building.

E. MDH will bill MDA on a monthly basis for actual expenditures incurred in the prior month. Estimated costs for each service are provided in Exhibit A, which is attached and incorporated into this Agreement.

F. MDA's total estimated obligation is $248,729.63 for all compensation and reimbursements for the period July 1, 2019 through June 30, 2021.

4   Conditions of Payment

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

5   Authorized Representative

MDH's Authorized Representative is Kevin Umidon, Director of Facilities Management, or his successor.

MDA's Authorized Representative is Doug Buhl, Facilities Manager, 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.

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: _Lind K Rowley_

Title: _Buyer_

Date: _10-25-19_

_168033 / 34126_

2. Minnesota Department of Health

By: _Todd m Goetz_
    (With delegated authority) _TODD GOETZE_

Title: _ACCOUNTING DIRECTOR_

Date: _11.6.19_

3. Minnesota Department of Agriculture

By: _Andrea Vaubel_
    (with delegated authority)

Title: _DEPUTY COMMISSIONER_

Date: _11/5/19_

Comprehensive IT Service Level Agreement

In direct support of

Minnesota Department of Agriculture

November 14, 2018

Table of Contents

Section 1: Service Agreement – General Terms

Introduction

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.

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

- 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

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

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

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 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

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.

- 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.

The Chief Business Technology Officer Roles and Responsibilities

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.

Data Handling Roles and Responsibilities

- 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.

- 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

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.

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

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

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

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

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 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 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

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

Section 2: Projects and Services

Executive Summary – Application Development

Service Details	Summary Description
Service Name	Application Development
Included	Management and delivery of applications
NOT included	Maintenance of applications
Delivery Method	Internal MNIT resources; Contracted resources; Vendor Resources
Hours of Operation	M-F, 7AM – 4:30PM

Service Name: Application Development

Description

Application development include activities to develop and deploy a software application.

What systems or services are supported?

- Manage refresh of applications and underlying technology
    - *See application portfolio list*
- Build Applications
- Integrate Applications
- Evaluate New Technology
- Transition completed application to application support
- Technologies Supported:
    - Web Application development platform
        - Java
        - .Net
    - Databases

- DB2
- SQL Server
- Oracle
- GIS Mapping
- Document Management
- Web Site
- Mobile Applications

What services are included?

Software development and delivery

What services are NOT included?

Maintenance of applications

How will the service be delivered?

Internal onsite MNIT resources and/or contracted or vendor resources with the technical skills needed to develop and deliver software.

What are the hours of operation and how to get support?

M-F, 7AM – 4:30PM; **Brian Duffy – 651-201-6036**

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
NA	Respond to project requests	NA	2 Weeks	NA

What are the business responsibilities?

- Approve, through governance structure, new application development projects
- To be active participants during the software development lifecycle.
- Participate in determining roles and responsibilities at the beginning of the project

When will regular maintenance be performed?

NA

Change Management Process/Termination

Change in scope to approved projects will be analyzed for the effect to the project deliverables, timelines, resources and cost. This analysis will be presented to the MDA project sponsor for approval.

Executive Summary: Application Support, including Laboratory Division

Service Details	Summary Description
Service Name	Application Support
Included	Manage service request delivery supply chain (internal, MNIT enterprise, and external vendors); Contract management; Vendor management; Laboratory hardware and firmware
NOT included	Development of new system applications
Delivery Method	Onsite internal MNIT resources; Contracted resources
Hours of Operation	M-F, 7AM – 4:30PM

Service Name: Application Support, including Laboratory Division

Description

Application support services include activities to maintain and support the portfolio of applications.

What systems or services are supported?

- Manage refresh of applications and underlying technology

- *See application portfolio list*
- Enhance Applications
- Integrate Applications
- Evaluate New Technology
- Maintain Application Portfolio
- Technologies Supported:
  - Web Application development platform
    - Java
    - .Net
  - Databases
    - DB2
    - SQL Server
    - Oracle
  - GIS Mapping
  - Document Management
  - Web Site
  - Mobile Applications

What services are included?

Application portfolio management and support and it related activities including management of programming resources, internal and external, and external hosting, support and maintenance contracts.

What services are NOT included?

Development of new system applications

How will the service be delivered?

This service will be delivered by the MNIT Local Services team utilizing MNIT and/or contracted resources with the technical skills needed to deliver and implement the requested software application and/or project.

What are the hours of operation and how to get support?

M-F, 7AM – 4:30PM; **Brian Duffy – 651-201-6036 and MNIT Mall Ticket**

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	**Not Applicable.** MDA does not have priority 1 applications		15 Minutes	1 Hour
Priority 2 High	Applications Operations that impact multiple people and severely impacts the ability to conduct business operations.	License Program (LIS) Inspection Program (CIS)	1 Hour	1 Day
Priority 3 Med	Applications Operations that impact a single individual and has comfort/convenience impact only.	Vendor Applications	1 Day	1 Week
Priority 4 Low	Applications Operations that can be deferred or scheduled while working on higher level items without significant impact to operations.	Remaining Applications in Portfolio	1 Week	1 Month

What are the business responsibilities?

Report any software application problems into MNIT Mall ticketing system in a timely manner once discovered.

When will regular maintenance be performed?

- Regular Maintenance hours are: M-Sat 10:00pm-5:00am; and Sun 12:00am – Noon
- Maintenance outside of maintenance hours will be scheduled with as much lead time as possible
    - Goal is minimum of one weeks' advance notice.

Change Management Process/Termination

- Weekly IT Change Management meeting.
- Executive Technology Committee provides operational governance.

Executive Summary: Business Analysis

Service Details	Summary Description
Service Name	Business Analysis
Included	Business requirement elicitation; application, system and process analysis; application and solution testing and quality assurance.
NOT included	Maintenance of applications
Delivery Method	Onsite internal MNIT resources; Contracted resources
Hours of Operation	M-F, 7AM – 4:30PM

Service Name: Business Analysis

Description

Business analysis supports application and project related activities with business requirements elicitation, application, system and process analysis, testing and quality control.

What systems or services are supported?

- Business Analysis Activities:
    - Planning and monitoring
    - Elicitation
    - Requirements management and communication
    - Enterprise analysis
    - Requirements analysis
    - Solution assessment and validation
    - Diagram and model development
    - Business/systems analysis and written project documentation
    - Planning document development
    - Test plan development and execution
    - Quality assurance

What services are included?

- Requirements development and documentation
- Business process re-engineering activities and assessment
- Testing

What services are NOT included?

Maintenance of applications

How will the service be delivered?

This service will be delivered by the MNIT Local Services team utilizing MNIT and/or contracted resources with the technical skills needed to deliver and implement the requested software application and/or project.

What are the hours of operation and how to get support?

M-F, 7AM – 4:30PM; **Betty Baron 651-284-5618**

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
NA	Respond to MDA after receiving project request	NA	2 Weeks	NA

What are the business responsibilities?

- To be active participants during the project.
- Participate in determining roles and responsibilities at the beginning of the project

When will regular maintenance be performed?

NA

Change Management Process/Termination

Change in scope to the approved project will be analyzed for the effect to the project deliverables, timelines, resources and cost. This analysis will be presented to the MDA project sponsor for approval.

Executive Summary: Contract Management

Service Details	Summary Description
Service Name	Contract Management
Included	Budget analysis; Completion of required contracting forms; Creation and monitoring of request for its entire lifecycle through MN.IT Services and Administration; Vendor evaluation; Contract/Work order creation; Contract negotiation and execution; Contract management; and Vendor management
NOT included	Non-technical P/T contract and services
Delivery Method	Onsite internal MNIT resources
Hours of Operation	M-F, 7AM – 4:30PM

Service Name: Contract Management

Description

Creation and management of all contracts required for all professional technical (P/T) service contracts, maintenance, hosting, and software purchases required by the agency.

What systems or services are supported?

All technology systems and software deployed at the agency that require P/T service contracts for development, maintenance, hosting and procurement.

What services are included?

- Budget analysis
- Completion of required contracting forms

- Creation and monitoring of request for its entire lifecycle through MN.IT Services and Administration
- Vendor evaluation
- Contract/Work order creation
- Contract negotiation and execution
- Contract management
- Vendor management

What services are NOT included?

Contracts and purchases of non P/T services or software completed by the Agency per the current MN.IT Procurement In/Out list.

How will the service be delivered?

Internal onsite MNIT resources in coordination with MNIT Enterprise and Department of Administration.

What are the hours of operation and how to get support?

M-F, 7AM – 4:30PM; **Ray Scheierl 651-201-6833**

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
NA	Respond to MDA after receiving contracting request	NA	1 Week	NA
NA	Provide status report on request	NA	As requested	NA

What are the business responsibilities?

- To be active participants during the contracting process
    - o Coordinate budget and approval process within agency.

When will regular maintenance be performed?

NA

Change Management Process/Termination

Change in scope to the contract or purchase request will be analyzed and the results will be presented to MDA and MN.IT @ MDA management for next steps.

Executive Summary: Cybersecurity

Service Details	Summary Description
Service Name	Cybersecurity - local
Included	Assess information risk; Manage security policies; Support compliance activities; Manage security operations; and Coordination with Enterprise Security Office
NOT included	Cyber Forensics
Delivery Method	Onsite internal MNIT resources
Hours of Operation	M-F, 7AM – 4:30PM

Service Name: Cybersecurity

Description

Provide onsite security support to minimize impact and exposure to cybersecurity threats to business applications and data, devices and other IT infrastructure.

What systems or services are supported?

This service extends across the entire IT environment and may be used to address any cybersecurity issue that arises.

What services are included?

- Assess information risk
- Manage security policies
- Support compliance activities
- Manage security operations

- Coordination with Enterprise Security Office

What services are NOT included?

Cyber forensic activities. These are delivered by the Enterprise Security Office.

How will the service be delivered?

Internal onsite MNIT resources in coordination with MNIT Enterprise Security Office.

What are the hours of operation and how to get support?

M-F, 7AM – 4:30PM; **Mike Woolley 651-201-1293**

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
NA	Respond to report of an incident	NA	Same day	NA
NA	Resolution to a reported incident	NA	NA	As soon as practical

What are the business responsibilities?

Report any software application problems into Remedy on Demand in a timely manner once discovered. Participate in activities required to prevent, detect, respond and mitigate security incidents and issues.

When will regular maintenance be performed?

NA

Change Management Process/Termination

The Cyber Security Scorecard is reviewed semi-annually and results in new actions to reduce and manage risk.

Executive Summary: Data Management

Service Details	Summary Description
Service Name	Data Management
Included	• Verification and correction of entity physical and mailing address • Maintenance of license attributes, products and renew reports • License Help Desk • Training users of the licensing information system • Licensing access administration • Editing of licensing financial information
NOT included	Maintenance of applications
Delivery Method	Onsite internal MNIT resources
Hours of Operation	M-F, 7AM – 4:30PM

Service Name: Data Management

Description

Maintain data, records and entity relationships for the Licensing Information System (LIS).

What systems or services are supported?

• Licensing Information System (LIS)

What services are included?

• Verification and correction of entity physical and mailing address
• Maintenance of license attributes, products and renew reports
• License Help Desk
• Training users of the licensing information system
• Licensing access administration

- Editing of licensing financial information

What services are NOT included?

Maintenance of LIS application.

How will the service be delivered?

This service will be delivered by the MNIT Local Services team utilizing MNIT and/or contracted resources with the technical skills needed to deliver and implement the requested software application and/or project.

What are the hours of operation and how to get support?

M-F, 7AM – 4:30PM; **Ray Scheierl 651-201-6833**

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	Not Applicable.		15 Minutes	1 Hour
Priority 2 High	Applications Operations that impact multiple people and severely impacts the ability to conduct business operations.	License Program (LIS) Inspection	1 Hour	1 Day
Priority 3 Med	Applications Operations that impact a single individual and has comfort/convenience impact only.	License Program (LIS) Inspection	1 Day	1 Week
Priority 4 Low	Applications Operations that can be deferred or scheduled while working on higher level items without significant impact to operations.	License Program (LIS) Inspection	1 Week	1 Month

What are the business responsibilities?

Report any data discrepancies in a timely manner through Remedy on Demand once discovered.

When will regular maintenance be performed?

- Regular Maintenance hours are: M-Sat 10:00pm-5:00am; and Sun 12:00am – Noon

- Maintenance outside of maintenance hours will be scheduled with as much lead time as possible
    - Goal is minimum of one weeks' advance notice.

Change Management Process/Termination

- Weekly IT Change Management meeting.
- Executive Technology Committee provides operational governance.

Executive Summary: General IT Leadership @ Agency

Service Details	Summary Description
Service Name	General IT Leadership @ Agency
Included	- IT Strategy development and execution - Customer Engagement - IT Resource Management - Information Risk Management - IT Budget Management - IT Performance Management
NOT included	NA
Delivery Method	Internal MNIT resources
Hours of Operation	M-F, 6AM – 5PM

Executive Summary: General IT Leadership @ Agency

Service Details	Summary Description
Service Name	General IT Leadership @ Agency
Included	• IT Strategy development and execution • Customer Engagement • IT Resource Management • Information Risk Management • IT Budget Management • IT Performance Management • Communication • Planning, coordination and implementation of MNIT Enterprise changes
NOT included	NA
Delivery Method	Internal MNIT resources
Hours of Operation	M-F, 6AM – 5PM

Service Name: General IT Leadership @ Agency

Description

Lead the IT function for the agency partner. Lead IT strategic direction to achieve agency partner goals. Accountable for the execution of the IT function across all service delivery methods and resource types.

What systems or services are supported?

- IT Strategy development and execution
- Customer Engagement
- IT Resource Management
- Information Risk Management

- IT Budget Development and Management
- IT Performance Management
- Troubleshoot service issues as needed
- Communication
- Planning, coordination and implementation of MNIT Enterprise changes

What services are included?

NA

What services are NOT included?

NA

How will the service be delivered?

Internal onsite MNIT resources.

What are the hours of operation and how to get support?

CBTO-Tyrone Spratt - 651-284-5626; Director Office of CBTO – Betty Baron – 651-284-5618; Application Services Supervisor – Brian Duffy – 651-201-6036 , Data & Administration Supervisor – Ray Scheierl – 651-201-6833; are available (overlapping schedules) M-F 6:00 a.m. – 5:00 p.m., by phone, email and in person.

What will the response time be?

As soon as practical.

What are the business responsibilities?

- Collaboration on IT related goals and strategies.
- Provide direction on priorities.
- Communicate issues in a timely fashion.
- Provide access to agency leadership.
- Provide access to agency governance structures.

When will regular maintenance be performed?

- NA

Change Management Process/Termination

Consult with the CBTO

Executive Summary: Procurement

Service Details	Summary Description
Service Name	Procurement
Included	• Budget Planning • Purchasing • Invoicing • Billing • Receiving and asset tagging • Retiring, disposal, surplus
NOT included	Installation of purchased products and services
Delivery Method	Onsite Internal MNIT resources
Hours of Operation	M-F, 7AM – 4:30PM

Service Name: Procurement

Description

Procurement encompasses the purchase of IT services and products needed to support users and projects within approved IT budgets. Purchasing of software and equipment by MN.IT @ Agency is determined by the current MN.IT In/Out list for purchasing. This procurement process does not include consumption-based services provided by MNIT Enterprise. This service is integrated with MNIT Enterprise Procurement, Service Management and Workstation Management staff, policies and processes.

What systems or services are supported?

• Requisition of software and hardware

- Receipting of purchases
- Management of MN.IT @ MDA budget
- Budget Change Requests
- Issue resolution
- Invoice reconciliation
- Coordination between MNIT enterprise procurement

What services are included?

- Purchasing
- Invoice review
- Budget management

What services are NOT included?

Installation of purchased products and services. In most instances this work is completed by MNIT Enterprise staff.

How will the service be delivered?

The procurement service will be delivered by the MNIT Local team within the parameters set by MNIT Enterprise Procurement.

What are the hours of operation and how to get support?

M-F, 7AM – 4:30PM

What will the response time be?

Varies depending on procurement activity. But generally, as soon as practical.

What are the business responsibilities?

- Report budget, purchase or invoice discrepancies in a timely manner once discovered.
- Follow MDA purchasing policies
- Pay monthly invoices in a timely manner

When will regular maintenance be performed?

Budget review on a monthly basis

Change Management Process/Termination

All required MN.IT @ MDA budget changes will be done utilizing the prescribed Budget Change Request form.

Link:

MNIT Procurement Public Website

Executive Summary: Project Management

Service Details	Summary Description
Service Name	Project Management
Included	Project delivery from initiation through closeout (transition to operation) PMI Knowledge Areas: • Integration • Scope • Time • Cost • Quality • Resource • Communications • Risk • Procurement • Stakeholder
NOT included	System or software application bugs
Delivery Method	Onsite Internal MNIT resources; Contracted resources
Hours of Operation	M-F, 7AM – 4:30PM

Service Name: Project Management

Description

The project management service encompasses the entire project lifecycle process. The project lifecycle process includes project initiation, project execution and project closeout.

What systems or services are supported?

- Project initiation
    - o Consult with requestor
    - o Document deliverables, timelines and costs
    - o Assign resources
    - o Prioritize and schedule project
- Project execution
    - o Development of deliverables
    - o Testing
    - o Regular reporting
    - o Delivery of deliverables
- Project Closeout
    - o Transition project to operations
    - o Closeout any contracts if applicable
    - o Acceptance of deliverables by project sponsor

What services are included?

PMI Knowledge Areas (Management):
- Integration
- Scope
- Time
- Cost
- Quality
- Resource
- Communications
- Risk
- Procurement
- Stakeholder

- Project Types:
  - New development
  - Enhancements to existing systems
  - Hardware
  - Infrastructure

What services are NOT included?

- System or software application bugs
- Enhancement or maintenance effort that is considered a support function

How will the service be delivered?

- The project management service will be delivered by onsite MNIT Local team
  - Internal MNIT project managers
  - External contracted project managers

What are the hours of operation and how to get support?

- M-F, 7AM – 4:30PM

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
NA	Respond to MDA after receiving Project Request	NA	1 Week	NA
NA	Project Authorization	NA	3 Weeks	NA
NA	Status Reporting	NA	Monthly	NA

What are the business responsibilities?

- Approve projects via governance processes
- To be active participants during the project.
- Participate in determining roles and responsibilities at the beginning of the project.
- Collaborate on establishing project goals and strategies.

- Provide timely access to business staff as member of teams and project participants.

When will regular maintenance be performed?

NA

Change Management Process/Termination

- Change in scope to the approved projects will be analyzed for the effect to the project deliverables, timelines, resources and cost. This analysis will be presented to the MDA project sponsor for approval.
- Projects may be terminated at any time within any contractual boundaries.

Section 3: Service Agreement – Performance Metrics

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

The following performance metrics are available:

1. **Project Portfolio and Status Reports** are updated monthly and reflect the current state and performance metrics (time, budget, scope, quality) of each project. The project portfolio is produced and reviewed during monthly governance team meetings.

2. **Security Risk Scorecard** (contains NOT PUBLIC security information) measures a number of key metrics and security controls for an agency yielding a numeric score on 8 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; and 8. Security Training and Awareness.

   The security scorecard is produced and reviewed semi-annually with the agency deputy commissioner.

3. **Application Portfolio Health** is an overall view of the MDA group of business applications and their relative scores that measure technical health and business value.

4. **Ticket Performance provides monthly information on ticket closure rates and aging. Reporting will be along work orders (tickets for planned activities) and incidents (tickets for unplanned activities):**

    a. Closure Rate of work orders and Incidents.
    b. 30-Day Aging Report - percentage of work orders and incidents that are older than 30 days.

    Ticket performance report is produced and reviewed monthly during governance team meetings.

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:

MINNESOTA Department of Agriculture   **The Office of MNIT Services**

_____Signature on File_____   _____ Signature on File _____

Andrea Vaubel   Johanna Clyborne

Deputy Commissioner   State Chief Information Officer and

MN Department of Agriculture   Commissioner of the Office of MNIT Services

_____   _____

Date of Signature   Date of Signature