



# State of Minnesota

## Interagency Agreement

SWIFT Contract No.: 194585

This Interagency Agreement (“Agreement”) is between the Minnesota Department of Commerce – Telecommunications Access Minnesota (COMM – TAM) and the Minnesota Department of Human Services (DHS) – Rural Real-Time Captioning.

### Agreement

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#### 1. Term of Agreement

- 1.1 Effective date: July 1, 2021, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration date: June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Scope of Work

##### 2.1 DHS – Rural Real-Time Captioning’s duties:

- (a) Enter into grant agreements with television stations to make live local news programming accessible to persons who are deaf, persons who are hard of hearing, and persons who are deafblind as defined in Minnesota Statute section 256C.23.
- (b) Pursuant to Minnesota Statute section 256C.30 (b), the grant agreements must provide for:
  1. real-time captioning services for broadcasting that is not emergency broadcasting subject to Code of Federal Regulations, title 47, section 79.2;
  2. real-time captioning services for commercial broadcasters in areas of Minnesota where commercial broadcasters are not subject to the live programming closed-captioning requirements of Code of Federal Regulations, title 47, section 79.1(d); and
  3. real-time captioning for large-market noncommercial broadcasters who produce live news programming.
- (c) Provide program administration, including all management and clerical support required for duties to be performed under this Agreement.
- (d) Perform other duties mutually agreed upon to carry out this Agreement, provided that expenditures are specified in the line item budget set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (e) Upon request, provide COMM – TAM with reports on program services and expenditures.
- (f) Provide COMM – TAM with a report at the end of the fiscal year showing all expenditures paid out of the DHS – Rural Real-Time Captioning dedicated account; only expenditures approved by the Public Utilities Commission (PUC) and stated in the Interagency Agreement and line item budget (Exhibit A) may be reimbursed from the TAM Fund.

##### 2.2 COMM – TAM’s duties:

COMM – TAM shall deposit **\$45,000** quarterly into the DHS – Rural Real-Time Captioning dedicated account for annual expenses associated with administering accessible live local news programming for people who are deaf, hard of hearing, and deafblind as provided in Section 2.1 of this Agreement.

### 3. Consideration and Payment

- (a) The total obligation of COMM – TAM for all compensation and reimbursements to DHS – Rural Real-Time Captioning under this agreement will not exceed **\$180,000**, as specified in the line item budget approved by the PUC, set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (b) Payment will be made in four quarterly deposits (July, October, January, and April) upon receipt of a Payment Invoice from DHS.
- (c) The funds received under this Agreement shall be deposited by DHS – Rural Real-Time Captioning into a dedicated account.
- (d) All unused funds shall be credited to COMM – TAM at the end of the fiscal year.
- (e) All earnings arising from the dedicated account such as interest, dividends, and any other earnings shall be credited to COMM – TAM monthly.

### 4. Authorized Representative

COMM – TAM's Authorized Representative is Rochelle Garrow, TAM Administrator, 85 Seventh Place East, Suite 280, Saint Paul, MN, 55101, 651-539-1878, or her successor or delegate.

DHS' Authorized Representative is Amy McQuaid-Swanson, Program Development Supervisor, Deaf and Hard of Hearing Services Division, P.O. Box 64969, Saint Paul, MN, 55164-0969, 651-431-2363, or her successor or delegate.

### 5. Amendments

Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

### 6. Liability

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

### 7. Termination

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. All unused funds paid to DHS – Rural Real-Time Captioning, as well as all earnings arising from the dedicated account such as interest, dividends, and any other earnings, must be returned to COMM – TAM within forty-five (45) days of the termination date.

### 8. Other Provisions

#### 8.1. Data Privacy:

Each party is independently required to comply with the requirements of the Data Practices Act; therefore, both parties agree that neither shall be liable for any violation of any provision of the Data Practices Act directly or indirectly arising out of, resulting from, or in any manner attributable to the actions of the other party.

#### 8.2. State Audits:

The books, records, documents, and accounting procedures and practices of DHS – Rural Real-Time Captioning relevant to the Agreement shall be subject to examination by the Office of the Legislative Auditor for a minimum of six (6) years.

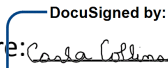
#### 8.3. Line Item Budget (Exhibit A):

The parties understand that the line item budget set forth in Exhibit A is subject to the approval of the Minnesota Public Utilities Commission.

**1. State Encumbrance Verification**

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

Print Name: CARLA COLLINS

Signature: 

DocuSigned by:

0EAA8561D3244F4...

Title: Buyer

Date: 5/27/2021

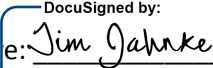
SWIFT Contract Number: SC# 194585

PO Number: Future FY22 Encumbrance PO# 3-14350

**2. Department of Commerce**

*With delegated authority*

Print Name: Tim Jahnke

Signature: 

DocuSigned by:

6F557658A468499...

Title: Admin Services Director/CFO

Date: 5/27/2021

**3. Department of Human Services**

*With delegated authority*

Print Name: Daniel Millikin

Signature: 

DocuSigned by:

EB7BD3622159417...

Title: Division Director

Date: 5/28/2021

## EXHIBIT A

**DEPARTMENT OF HUMAN SERVICES – RURAL REAL-TIME CAPTIONING  
FISCAL YEAR 2022 BUDGET**

<b>COMPENSATION &amp; STATE OPERATIONS</b>	
Contract Management (.20 FTE)	\$ 28,000
Statewide & Agency Indirect Costs	\$ 3,153
<b>Total State Operations</b>	<b>\$ 31,153</b>

<b>GRANT CONTRACTS</b>	
Commercial Stations	\$ 85,000
Non-Commercial Stations	\$ 63,847
<b>Total Grant Contracts</b>	<b>\$ 148,847</b>

<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 180,000</b>
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**State of Minnesota Interagency Agreement Worksheet (Not Part of the Contract)**

This worksheet contains private information and you should not reproduce or distribute it externally without express written permission of both agencies.

Total Amount of Interagency Agreement \$2,926,888	
FinDeptID H55 ____ _	amount for state fiscal year 2022: \$2,926,888
	amount for state fiscal year ____ :\$ _____
FinDeptID H55 ____ _	amount for state fiscal year ____ :\$ _____
	amount for state fiscal year ____ :\$ _____

Starts in fiscal year:	Non-DHS Agency's Vendor ID:
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SWIFT Contract# /Encumbrance #: IAK%\_195114 DHS contract # \_\_\_\_\_ / \_30000 \_\_\_\_\_

Number/Date/Initials:

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.



# Interagency Agreement

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This Interagency Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the Minnesota Department of Human Services, Office of Minnesota IT Services and FileNet User Agencies, including the Minnesota Department of Natural Resources, the Minnesota Department of Administration, Minnesota Management and Budget, the Minnesota Department of Commerce and Minnesota Office of Higher Education (the PARTNER AGENCY). (This AGREEMENT refers to the DHS, MNIT and PARTNER AGENCY each individually as “an AGENCY,” and collectively as “the AGENCIES.”)

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

THEREFORE, it is agreed:

## 1. TERM OF AGREEMENT AND SURVIVAL OF TERMS

**1.1. Effective Date.** The AGREEMENT is effective on **July 1, 2021** or the date that the PARTNER AGENCY signs with the final signature, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later.

**1.2. Expiration Date.** The AGREEMENT remains in effect through **June 30, 2022**, or until the AGENCIES fulfill all obligations set in this AGREEMENT to the other AGENCIES’ satisfaction, whichever occurs first.

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

## 2. DUTIES

### 2.1. DHS's Duties:

- A. DHS will provide resources to assist with testing of software upgrades, patches, and infrastructure changes applicable to DHS data on the FileNet System.
- B. DHS will appoint a member to a FileNet Advisory Committee.
- C. DHS will act as fiscal agent in the following capacities:
  - 2.C.1. Provide budget authority for MNIT@DHS to provide FileNet support services.
  - 2.C.2. DHS will generate monthly bills for each PARTNER AGENCY.



## **2.2. Partner Agency's Duties:**

- A. PARTNER AGENCY will provide resources to assist with testing of software upgrades, patches, and infrastructure changes applicable to PARTNER AGENCY data and use of the FileNet System.
- B. PARTNER AGENCY will provide resources to identify its business requirements for MNIT@DHS for any FileNet system needs, document classes or workflows.
- C. PARTNER AGENCY will appoint a member to a FileNet Advisory Committee.
- D. MNIT@PARTNER AGENCY will provide a resource who is responsible for maintenance and support of partner agency scan stations.

## **2.3. MNIT@DHS's Duties and Responsibilities:**

- A. MNIT@DHS will maintain and support a FileNet infrastructure environment for DHS and PARTNER AGENCY to be used by DHS and PARTNER AGENCY as a document management system ("FileNet System") on the DHS FileNet environment.
- B. MNIT@DHS will provide FileNet resources for the DHS and PARTNER AGENCY, who will be responsible for creating and maintaining document classes and metadata, setting up processes for migrating or moving content into and within the FileNet system, configuring standard user interfaces for business access to content, coordination of testing with DHS or PARTNER AGENCY and other support duties.
- C. MNIT@DHS will provide a FileNet resource to complete custom work for DHS or PARTNER AGENCY to be billed to the DHS or PARTNER AGENCY at the agreed upon custom hourly rate. This work will include new custom code to accommodate PARTNER AGENCY business needs that are not accomplished by the standard EDMS software product (FileNet) and FileNet workflow solutions developed by MNIT@DHS for the partner agency. The scope and estimated cost of custom work will be agreed upon by both DHS or PARTNER AGENCY and MNIT@DHS prior to the work beginning, and this interagency agreement will be amended, if necessary.
- D. MNIT@DHS will work with DHS or PARTNER AGENCY to schedule and execute any future updates or upgrades to the FileNet system
- E. MNIT@DHS will provide resources to assist with testing of software upgrades, patches, and infrastructure changes to the FileNet System.
- F. MNIT@DHS will provide a development, test and production FileNet environment for DHS and PARTNER AGENCY. PARTNER AGENCY's non-production and production FileNet content shall be independent from DHS's content and all other agencies' content who are using the DHS FileNet system. PARTNER AGENCY's FileNet users and all other agency FileNet users shall not have access to each other's FileNet content or systems. MNIT@DHS shall ensure that PARTNER AGENCY and other agencies do not have access to each other's not public, protected information and documents maintained in the FileNet environment.



- G. MNIT@DHS will moderate the FileNet Advisory Committee, described further in Section 2.3 of this agreement.
- H. MNIT@DHS will provide troubleshooting and resolution assistance in situations where DHS or PARTNER AGENCY discovers problems with using the FileNet System.
- I. MNIT@DHS will provide FileNet resource(s) to assist with creation and maintenance of document classes and metadata and coordination of any needed testing with DHS and/or PARTNER AGENCY.
- J. Each month for the month prior, MNIT@DHS will provide DHS the number of active FileNet users for DHS and PARTNER AGENCY, in order for DHS to generate monthly bills.
- K. In the event that MNIT@DHS and PARTNER AGENCY agree upon custom work to be completed by MNIT@DHS, MNIT@DHS will provide PARTNER AGENCY the number of custom work hours completed for PARTNER AGENCY in the prior month.
- L. MNIT@DHS will provide DHS and PARTNER AGENCY seven (7) days notification prior to any planned outages.
- M. Whenever possible, MNIT@DHS will provide DHS and PARTNER AGENCY one (1) hour notification prior to any emergency outages.
- N. MNIT@DHS will provide FileNet application support to DHS and PARTNER AGENCY during core hours of 7:00am to 5:00pm, Monday through Friday, except all State holidays. Application support can be contacted by submitting a ticket to the Minnesota Service HUB.
- O. The FileNet System will be available to users 24 hours per day, 7 days per week, 365 days per year, except for planned, unplanned, or emergency outages. Support during non-core hours will be on a best effort basis, and unplanned outages that occur during these hours will be addressed as expediently as possible.
- P. MNIT@DHS will provide monitoring and support for the FileNet system (hardware, operating system, firewalls and security systems, infrastructure and software) to ensure high availability of the FileNet System and services.
- Q. MNIT@DHS will notify DHS and PARTNER AGENCY in the event of an unexpected system outage during core hours, providing expected time of system availability and hourly updates.
- R. MNIT Enterprise will provide backups and restore of the FileNet System.
- S. MNIT@DHS will respond to core hour problem escalations in accordance with the following table:



Code	Type	Description	Escalation Time
Priority 1	Critical	Highly visible, having a significant impact on many users.	Within 1 hour
Priority 2	High	Service degraded impacting several users.	2 to 4 hours
Priority 3	Medium	Service degraded but there is restricted functionality.	4 to 8 hours
Priority 4	Low	A deferred fix is acceptable.	1 to 3 days

#### 2.4. FileNet Advisory Committee Duties and Responsibilities.

- A. The FileNet Advisory Committee shall meet regularly (at least twice yearly) to provide guidance for the administration and planning of the FileNet environment at DHS.
- B. The FileNet Advisory Committee will help determine to what extent and within what time frame upgrades and/or changes are needed to the FileNet System and environment to meet agency business needs.
- C. The FileNet Advisory Committee will coordinate with the MNIT@DHS FileNet Support team to establish a process for prompt resolution of issues and disputes related to the FileNet system and environment. This will include but not be limited to the priority level for escalation of issues described under section 2.2 of this Agreement.
- D. The FileNet Advisory Committee will coordinate with the MNIT@DHS FileNet Support team to establish a process for agencies to request changes or new functionality, as well as a method for ongoing communication between the agencies and FileNet support staff.
- E. The FileNet Advisory Committee will provide regular updates to the agencies that are participants on the FileNet Advisory Committee, and will evaluate requests from these agencies as to future FileNet System needs.

### 3. CONSIDERATION AND TERMS OF PAYMENT

**3.1. Consideration.** PARTNER AGENCY will provide consideration for all services that MNIT@DHS performs under this AGREEMENT as follows:

#### 3.2. Compensation.

- A. For Standard FileNet license and usage, PARTNER AGENCY shall pay DHS monthly \$74.24 per user per month. DHS will generate invoices to PARTNER AGENCY one month in arrears reflecting the amount due based on the number of active FileNet users PARTNER AGENCY had in the prior month.



- B. For Custom FileNet work to be completed by MNIT@DHS, PARTNER AGENCY shall pay a rate of \$92 per hour. DHS will generate invoices to PARTNER AGENCY one month in arrears reflecting the amount due based on the number of custom work hours completed for PARTNER AGENCY in the prior month.

**3.3. Terms of Payment.** PARTNER AGENCY must pay DHS within 30 days after the DHS presents invoices for services performed by MNIT@DHS.

**3.4. Total Obligation.** The total obligation for all compensation and reimbursements to DHS under this AGREEMENT will not exceed **three hundred six thousand** dollars (\$306,000). Estimated totals due from PARTNER AGENCY shown in table below:

SFY	Total Budget	DHS	DNR	Admin	MMB	Commerce	OHE
SFY22	\$ 2,926,888	\$ 2,620,889	\$ 17,891	\$ 2,672	\$ 96,284	\$ 181,135	\$ 8,017

**4. CONDITIONS OF PAYMENT.** MNIT@DHS will perform all services pursuant to this agreement to the satisfaction of the DHS or PARTNER AGENCY, as applicable, according to the sole discretion of DHS's or PARTNER AGENCY's authorized representative, as applicable.

## 5. AUTHORIZED REPRESENTATIVES.

**5.1. DHS.** DHS's Authorized Representative for the purposes of administration of this AGREEMENT is Charles Johnson or successor. Phone and email: 651-431-5672, chuck.johnson@state.mn.us

**5.2. MNIT Services.** MNIT's Authorized Representative is **Jeff Nyberg** or successor. Phone and email: 651-556-8007, jeff.nyberg@state.mn.us

**5.3. Partner Agency.** PARTNER AGENCY's Authorized Representatives are listed below. Each PARTNER AGENCY Authorized Representative has final authority for accepting MNIT@DHS's FileNet services and will certify its acceptance of the services on each invoice submitted pursuant to Clause 3.2. PARTNER AGENCY will immediately notify DHS if PARTNER AGENCY's Authorized Representative changes at any time during this AGREEMENT.

**Department of Administration Authorized Representative:** Lenora Madigan or successor.  
Phone and email: 651-201-2563, Lenora.madigan@state.mn.us

**Department of Natural Resources Authorized Representative:** Denise Legato or successor.  
Phone and email: 651-259-5317, Denise.legato@state.mn.us

**Department of Commerce Authorized Representative:** Tim Jahnke or successor. Phone and email: 651-539-1501, Tim.jahnke@state.mn.us



**Minnesota Management and Budget Authorized Representative:** Kristin Batson or successor.  
Phone and email: 651-259-3816, Kristin.batson@state.mn.us

**Office of Higher Education Authorized Representative:** Thomas Sanford or successor. Phone  
and email: 651-259-3960, Thomas.sanford@state.mn.us

**6. AMENDMENTS.** The AGENCIES must execute any amendments to this agreement in writing.

**7. LIABILITY.** Each AGENCY is responsible for its own acts and omissions and the results thereof to the extent the law provides and is not responsible for the other AGENCIES' acts or omissions or results thereof. The Minnesota Tort Claims Act, Minnesota Statutes, section 3.736 and other applicable law, govern AGENCIES' individual and several liability.

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

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

## **10. INFORMATION PRIVACY AND SECURITY.**

**10.1.** It is expressly agreed that MNIT@DHS will not disclose or provide information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to the AGENCIES under this AGREEMENT. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.

**10.2.** It is expressly agreed that the AGENCIES will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. § 160 or 164. Accordingly, the AGENCIES are not "business associates" of each other, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this AGREEMENT. Therefore, the AGENCIES are not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this AGREEMENT. If the AGENCIES have responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this AGREEMENT, the AGENCIES will be responsible for their own compliance.



**10.3.** Notwithstanding sections 10.1 and 10.2, in their capacity as PARTNER AGENCY under this AGREEMENT, the AGENCIES must comply with the provisions of the Data Practices Act under Minn. Stat., ch. 13. Any data created, collected, received, stored, used, maintained or disseminated by the AGENCIES in performing their duties under this AGREEMENT is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by the AGENCIES.

**10.4.** In its capacity as PARTNER AGENCY under this AGREEMENT, MN.IT@DHS is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by [MN.IT@DHS](mailto:MN.IT@DHS) in performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.

**10.5.** If the AGENCIES receive a request to release data created, collected, received, stored, used, maintained or disseminated by the AGENCIES in performing their duties under this AGREEMENT, the AGENCIES must immediately notify and consult with the MNIT’s Authorized Representative as to how the AGENCIES should respond to the request.

**10.6.** The AGENCIES must comply with Minn. Stat. § 13.05, subd. 5, and establish appropriate security safeguards for all records containing data on individuals.

**10.7.** The AGENCIES must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify, to the extent required by law, regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by MNIT@DHS in performing its duties under this AGREEMENT.

## **11. OTHER PROVISIONS.**

**None**

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Signature Page Follows



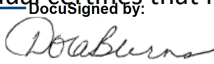


By signing below, the parties agree to the terms and conditions contained in this AGREEMENT.

APPROVED:

1. DHS ENCUMBRANCE VERIFICATION

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

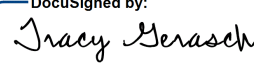
By:   
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Date: 6/9/2021

SWIFT Contract No: 195114

SWIFT PO #: N/A

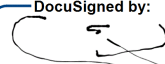
2. Office of MN IT Services

By:   
DocuSigned by:  
58BF08075AF6441...

Title: Procurement Director

Date: 6/11/2021

3. Department of Human Services

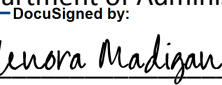
By:   
DocuSigned by:  
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With delegated authority

Title: Deputy Commissioner

Date: 6/11/2021

4. Department of Administration

By:   
DocuSigned by:  
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Title: Deputy Commissioner

Date: 6/16/2021

5. Department of Commerce

DocuSigned by:  
By: Jim Jahnke  
6F557658A468499...

Title: Admin Services Director/CFO

Date: 6/18/2021

6. Department of Natural Resources

DocuSigned by:  
By: Denise Legato  
E62F097D60AA445...

Title: Director of Human Resources

Date: 6/18/2021

7. MN Management and Budget

DocuSigned by:  
By: Kristin Batson  
DF71411FB45345E...

Title: Acting Deputy Commssioner

Date: 6/18/2021

8. Office of Higher Education

DocuSigned by:  
By: Thomas Sanford  
B1802AE60D814CA...

Title: Assistant Commissioner for Operations

Date: 6/21/2021



Distribution:

DHS – Original (fully executed) contract

Partner Agency

Contracting & Legal Compliance, Contracts Unit- #0238



## STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

### **Services**

The OFFICE OF THE GOVERNOR agrees to provide:

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

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

### **Term of Agreement**

*Effective date:* July 01, 2021

*Expiration date:* June 30, 2022

### **Consideration and Payment**

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

The total obligation for the agency is \$176,000.00 for the fiscal year ending June 30, 2022. Fiscal year payment should be processed by July 15, 2021. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

### **Conditions of Payment**

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

### **Authorized Representative**

The Office of the Governor's Authorized Representative is Amanda Simpson, Chief Operating Officer. The agency's Authorized Representative is the Commissioner.

**Amendments**

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

**Liability**

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

**Termination**

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

**AUTHORIZED SIGNATURES**

**Agency Signature**

By: Jim Jahnske  
Title: Administrative Services Director/CFO  
Date: 07/12/2021

**Office of the Governor Signature**

By: [Signature]  
Title: COO  
Date: 7/13/21



# State of Minnesota Interagency Agreement

SWIFT Contract No.:

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This Interagency Agreement (“Agreement”) is between the Minnesota Departments of Minnesota State Lottery and Minnesota Department of Commerce.

## Agreement

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### 1. Term of Agreement

- 1.1 Effective date. June 2, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 2, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2. Scope of Work

Seth Strong, the Director of Diversity, Equity, and Inclusion will split their time evenly between the two agencies, and report to both agencies’ leadership. This position is anticipated to last up to two years, and 50% at the Lottery and 50% at Commerce providing specialized subject matter expertise and consulting services to senior leadership on related matters and inform agency-level policies and procedures that impact the diversity of the workforce or inclusivity of the workplace. Work to create a diverse workforce and inclusive workplace by addressing agency-wide and department-specific issues and corresponding recommendations for improvement.

### 3. Consideration and Payment

A 50% split of total cost that includes salary and fringe benefits will be invoiced to the Minnesota State Lottery.

The total obligation of Minnesota State Lottery for all compensation and reimbursements to Department of Commerce under this Agreement will not exceed \$73,000.

### 4. Conditions of Payment

All services provided by Department of Commerce under this Agreement must be performed to Minnesota State Lottery’s satisfaction, as determined at the sole discretion of Minnesota State Lottery’s Authorized Representative, Adam Prock.

### 5. Authorized Representative

Minnesota State Lottery’s Authorized Representative is Adam Prock, Executive Director, 2645 Long Lake Road, Roseville, MN. 55113, 651-635-8210, or his/her successor or delegate.

Minnesota Department of Commerce's Authorized Representative is Grace Arnold, Commissioner, 85 7<sup>th</sup> Place E., Suite 280, St. Paul, MN 55101, 651-539-1441, or his/her successor or delegate.

**6. Amendments**

Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

**7. Liability**

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

**8. Termination**

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

**1. State Encumbrance Verification**

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

Not applicable per MSL statute 349A.10 subd 1; subd 3.(d)

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

SWIFT Contract No. \_\_\_\_\_

**3. Minnesota State Lottery**

*With delegated authority*

Print Name: Adam Prock

Signature: 

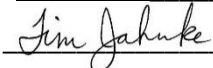
Title: Executive Director

Date: 06/07/2021

**2. Minnesota Department of Commerce**

*With delegated authority*

Print Name: Tim Jahnke

Signature: 

Title: Administrative Services Director/CFO Date: 06/07/2021

## Amendment 1

This Interagency Agreement (“Agreement”) is between the Minnesota Departments of Minnesota State Lottery and Minnesota Department of Commerce.

### Contract Amendment

---

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

**REVISION 1.** Clause 2. “**Scope of Work**” is being amended to add:

#### 2. Term of Contract

Seth Strong, the Director of Diversity, Equity, and Inclusion will split their time evenly between the two agencies, and report to both agencies’ leadership. This position is anticipated to last up to two years, and 50% at the Lottery and 50% at Commerce providing specialized subject matter expertise and consulting services to senior leadership on related matters and inform agency-level policies and procedures that impact the diversity of the workforce or inclusivity of the workplace. Work to create a diverse workforce and inclusive workplace by addressing agency-wide and department-specific issues and corresponding recommendations for improvement.

Lottery/Commerce will each pay actual costs for the Intercultural Development Inventory (IDI) tool at \$21 per assessment. Commerce will pay the IDI account in full and bill Lottery quarterly for the appropriate Lottery assessments.

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

#### 3. Consideration and payment

A 50% split of total cost that includes salary and fringe benefits will be invoiced to the Minnesota State Lottery.

The total obligation of Minnesota State Lottery for all compensation and reimbursements to Department of Commerce under this Agreement will not exceed \$73,000.

Commerce will itemize the IDI costs for the Lottery on a separate line from the quarterly salary/fringe amounts.

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

***[Remainder of page is intentionally blank.]***



**1. State Encumbrance Verification**

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

**N/A per MSL statute § 349A.10 subd. 1; subd. 3.(d)**

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

SWIFT Contract No. \_\_\_\_\_

**3. Minnesota State Lottery**

*With delegated authority*

Print Name: Adam Prock

Signature: Adam Prock

Title: Executive Director

Date: 07/27/2021

**2. Minnesota Department of Commerce**

*With delegated authority*

Print Name: Tim Jahnke

Signature: Tim Jahnke

Title: Admin Services Director/CFO Date: 7/27/2021



## AMENDMENT 1 COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

### Instructions:

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

Agency: MDH Name of Contractor: Commerce

Current Contract Term: July 1, 2021 – June 30, 2022 Project Identification: 196606

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

**What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**

1.  **Amendment to the Expiration Date of the contract**
  - a. Proposed New Expiration Date:
  - b. Why is it necessary to amend the Expiration Date?
2.  **Amend Duties and Cost**  **Amend Duties Only**
  - a. Describe the amendment: Adding \$50,000 to cover the costs of financial exams.
  - b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:  
Original IAA = \$300,000; Amending to \$350,000
3.  **Amendment to change other terms and conditions of the contract:**
  - a. Describe the changes that are being made:



## Amendment 1 to SWIFT Contract No. 196606

Contract Effective Date:	<u>July 1, 2021</u>	Total Contract Amount:	<u>\$350,000</u>
Original Contract Expiration Date:	<u>June 30, 2022</u>	Original Contract:	<u>\$300,000</u>
Current Contract Expiration Date:	<u>June 30, 2022</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$50,000</u>

This amendment is by and between the Minnesota Departments of Health (MDH) and Commerce (Commerce) (collectively “the Agencies”).

### Recitals

---

1. The Agencies have entered into SWIFT Contract Number 196606 to provide coordinated regulation of health insurance in the State of Minnesota. The agreement provides for Commerce, among other things, to conduct financial examinations of Health Maintenance Organizations on behalf of MDH.
2. The agreement is being amended to cover Commerce’s costs in conducting several financial examinations.
3. The Agencies are willing to amend the Original Contract as stated below.

### Contract Amendment

---

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

**REVISION 1.** Clause 3. “**Consideration and Payment**” is amended as follows:

#### 1. Consideration and Payment

MDH shall reimburse Commerce for its personnel costs and other expenses actually incurred by Commerce in performing the services specified in paragraph 2.1 of this agreement. Commerce will bill MDH quarterly and attach documents to support the amount of the invoice beginning with the quarter ending September 30, 2021 and continuing throughout the term of this agreement. In each invoice, Commerce will separately itemize personnel and other expenses related to each financial examination or other type of service performed by Commerce under paragraph 2.1(A) of this agreement and shall itemize services by each MDH-regulated health plan and county-based purchaser in sufficient detail to determine charges for invoicing the entities according to statute.

The total obligation of MDH for all compensation and reimbursements to Commerce under this Agreement will not exceed ~~\$300,000~~ 350,000.

There will be no payments by either party for services performed under paragraphs 2.2 and 2.3 of this agreement. All non-billable services provided by Commerce under this Agreement must be performed to MDH’s satisfaction, as determined at the sole discretion of MDH’s Authorized Representative. All non-billable services provided by MDH under this Agreement must be performed to Commerce’s satisfaction, as determined at the sole discretion of Commerce’s Authorized Representative.



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

**1. State Encumbrance Verification**

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

Print Name: Christina Mish

Signature: Christina Mish Digitally signed by Christina Mish  
Date: 2022.04.25 12:12:43 -05'00'

Title: Accounting Officer Date: 4.25.2022

SWIFT Contract No. 196606

**2. Department of Commerce**

*With delegated authority*

Print Name: Tim Jahnke

Signature: Tim Jahnke Digitally signed by Tim Jahnke  
Date: 2022.04.29 11:46:24 AM PDT

Title: Deputy Commissioner/COO Date: 4/29/2022 | 11:46:24 AM PDT

**3. Department of Health**

*With delegated authority*

Print Name: Jeffery Colonna

Signature: Jeffery Colonna Digitally signed by Jeffery Colonna  
Date: 2022.05.02 07:48:16 AM PDT

Title: Purchasing Supervisor Date: 5/2/2022 | 7:48:16 AM PDT



# State of Minnesota

## Interagency Agreement

SWIFT Contract No.: 196606

This Interagency Agreement (“Agreement”) is between the Minnesota Departments of Health and Commerce.

### Agreement

**WHEREAS**, the Minnesota Department of Health (“MDH”) and the Minnesota Department of Commerce (“Commerce”) (collectively “the Agencies”) are authorized to enter into interagency agreements pursuant to The Joint Powers Act, Minnesota Statutes, § 471.59; and

**WHEREAS**, MDH and Commerce are authorized to enter into interagency agreements for technical services according to Minnesota Statutes §15.061; and

**WHEREAS**, MDH is responsible for the development and maintenance of an organized system of programs and services for protecting, maintaining, and improving the health of the citizens, including to assess and evaluate the effectiveness and efficiency of health service systems in the state pursuant to Minnesota Statutes § 144.05; and

**WHEREAS**, MDH is the state agency responsible to protect, maintain and improve the health of citizens of Minnesota, and is the agency designated to administer Minnesota Statutes chapter 62D regulating health maintenance organizations, chapter 62N regulating community integrated services networks, chapter 62Q regulating certain health plan companies, Minnesota Statutes chapter 256B.692 regulating county-base purchasing and Minnesota Rule, chapter 4685; and

**WHEREAS**, Commerce has the power to enforce laws of the state relating to insurance, including certification of actuarial soundness and financial examinations of health insurance carriers in Minnesota under Minnesota Statutes chapter 60A; and

**WHEREAS**, Commerce and MDH are responsible for regulating premium rates charged or proposed to be charged by all health carriers in the small employer market for the respective carriers they regulate according to Minnesota Statutes chapter 62L; and

**WHEREAS**, Commerce and MDH are committed to ensuring a coordinated regulation of all health insurance companies offering products in Minnesota, in accordance with statute and rule, in a manner that promotes efficiencies and avoids duplication of effort and costs.

### 1. Term of Agreement

- 1.1 Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

**2.1 THE DEPARTMENT OF COMMERCE (hereinafter referred to as Commerce) SHALL PROVIDE THE FOLLOWING BILLABLE SERVICES:**

A. Assume responsibility for the duties specified in this Agreement related to financial solvency monitoring, regulation, rehabilitation and liquidation of all entities that are licensed or applying for licensure under Chapters 62D, 62N or 62T, and of all county boards or groups of county boards that purchase or provide or that are proposing to purchase or provide health care services under Minnesota Statutes section 256B.692. Entities that are licensed under Chapters 62D, 62N or 62T shall hereinafter be collectively referred to as “Minnesota Department of Health (MDH)-regulated health plan companies.” County boards and groups of county boards that elect to purchase or provide health care services under Minnesota Statutes section 256B.692 shall hereinafter be collectively referred to as “county-based purchasers.” These services are billable and shall include but not be limited to:

1. Schedule and conduct financial examinations as required and permitted by statutes. Financial examinations shall be conducted in a manner consistent with Minnesota law and standards developed by the National Association of Insurance Commissioners (NAIC). Commerce will conduct examinations using procedures contained in the NAIC Financial Condition Examiners Handbook. Except where Minnesota law is more specific, Commerce will determine compliance based on the accounting practices and procedures contained in the NAIC Accounting Practices and Procedures manual, and the NAIC Health Annual Statement Instructions. (Financial Examinations)
2. Review and analyze periodic financial reports filed by MDH-regulated health plan companies and by county-based purchasers; (Financial Analysis)
3. Within 10 business days of receiving each annual and quarterly financial report filed by any MDH-regulated health plan company, provide a copy of the report to the Managed Care Systems Section of MDH, Suite 220, 85 7th Place E., Golden Rule Building, St. Paul, Minnesota. (Financial Analysis)
4. Within 10 business days of receiving each annual and quarterly financial report filed by any entity under contract for prepaid Medicaid services with the Minnesota Department of Human Services, provide a copy of the report to the Purchasing and Service Delivery Division of the Minnesota Department of Human Services, 444 Lafayette Road, St. Paul, Minnesota; (Financial Analysis)
5. Within 60 days of receiving each annual financial report of Minnesota Health Maintenance Organizations (HMOs), provide a summary report of the premium revenue reported by all HMOs for the purpose of calculating the annual surcharge pursuant to MS 256.9657 Sub. 3 by the Department of Human Services; (Health Actuarial)
6. Report the findings of financial examinations and/or financial analysis reviews to the Commissioner of Health via the Health Policy Division Director;

7. Recommend enforcement or other remedial action to the Commissioner of Health via the Health Policy Division Director;
  8. Review applications by entities seeking certificates of authority, licenses or approvals under chapters 62D (HMOs), 62N (CISNs) and 62T (community purchasing arrangements), and make recommendations to the Commissioner of Health regarding the applicant's compliance with the financial requirements; (Financial Analysis)
  9. Review preliminary and final proposals submitted by entities that are or wish to be county-based purchasers, and make recommendations to the Commissioner of Health regarding the entity's compliance with the financial requirements and solvency; (Financial Analysis)
  10. Communicate/correspond directly with MDH-regulated health plan companies or applicants and with entities that are or wish to be county-based purchasers to the extent necessary to accomplish the tasks set forth above; and (Financial Analysis)
  11. Upon adoption of an order of rehabilitation or liquidation by the Commissioner of Health, serve as the Commissioner of Health's agent in effecting and monitoring the orderly rehabilitation or liquidation of health maintenance organizations pursuant to the provisions of chapter 60B and section 62D.18. (Assistant Commissioner)
  12. Subcontract for additional financial or policy work the scope and cost of which is mutually agreed upon in writing by both agencies.
- B. Assume responsibility for providing all actuarial services necessary to ensure that MDH-regulated health plan companies or applicants for licensure under Minn. Stat. Chapters 62D, 62N and 62T comply with all financial and rate filing requirements. These services are billable and shall include but not be limited to: (Health Actuarial)
- 1) Review rate filings and rate increase filings for compliance with statutory requirements contained primarily in Minnesota Statutes Chapters 62A and 62L, including:
    - a) Review actuarial memoranda sent with filings for correctness and compliance with Actuarial Standards of Practice and identifying any issues to address deficiencies;
    - b) Make recommendations to the Commissioner of Health that rate filings be approved or disapproved;
  - 2) Provide actuarial support to financial examiners with regard to actuarially correct calculations and reporting of actuarial items such as claim reserves, premium reserves and provider contract liabilities, including:
    - a) Provide actuarial support to desk auditors, including review of annual reports and quarterly audited financial statements required by Minnesota Statutes section 62D.09;
    - b) Review the MDH-regulated health plan company or applicant's calculation of their risk based capital and related information that appears in their annual report;
  - 3) Review any actuarial opinions provided by MDH-regulated health plan companies or applicants for licensure or certificate of authority; and
  - 4) Provide other miscellaneous support, such as providing technical information to the legislature and MDH relating to proposed legislation.

- C. Participate, upon request, in support of any administrative or judicial proceeding related to a regulatory action undertaken by MDH insofar as the action is based on Commerce's recommendations regarding financial matters. This service is billable.

**2.2 THE DEPARTMENT OF COMMERCE SHALL PROVIDE THE FOLLOWING NON-BILLABLE SERVICES**

- A. Provide consultation services to MDH with respect to impact of financial and rate regulation in connection with approval or disapproval of policies, certificates of coverage, provider agreements, management agreements and similar documents that arise in connection with MDH's jurisdiction.
  - 1. MDH will send copies of documents to Commerce and identify any special issues for which consultation is sought.
  - 2. Commerce will respond with recommendations to MDH within 15 business days of receipt of documents from MDH. Expedited reviews will be addressed on a case-by-case basis.
  
- B. Provide consultation services to MDH with respect to investigation of financial and premium rate complaints that arise in connection with MDH's investigation of consumer complaints under its jurisdiction.
  - 1. Review those cases or portions of cases referred by MDH that fall within Commerce special financial expertise;
  - 2. Perform any research or investigation necessary to appropriately analyze the issues referred;
  - 3. If providing such services requires retention of third-party vendors, for duties as described in 2.1.A.12., Commerce will consult and confirm with MDH the need for procurement of services. In addition, Commerce shall be responsible for the contracting for such third-party services and invoice MDH for the proportion related to those duties.
  - 4. Provide a report to MDH setting forth its conclusion as to the financial matters at issue, and its recommendations for any action it believes MDH should take regarding the financial matters; and
  - 5. Keep records of its research and investigation into financial matters referred by MDH and make the records available to MDH on request.
  
- C. As ordered by the Commissioner of Commerce, implement recommendations for corrective or disciplinary action proposed by MDH in connection with cases referred by Commerce to MDH with respect to health care issues.
  
- D. Keep records, of duties performed under this agreement and make the records available to MDH upon request. Commerce will provide a detailed report of prior year end examination costs by company name when requested by MDH and no later than August 31<sup>st</sup> of each year.

**2.3 THE DEPARTMENT OF HEALTH SHALL PROVIDE THE FOLLOWING NON-BILLABLE SERVICES:**

- A. Provide consultation services to Commerce with respect to utilization review organization registration, monitoring and regulation of all entities subject to Chapter 62M and arrangements for differential coverage through providers designated by an insurer subject to Minnesota Statutes



section 72A.20, Subd. 15.

1. If requested by Commerce, MDH will review applications, annual submissions, consumer complaints or other issues that fall within its special statutory health care expertise;
  2. Perform any research or investigation necessary to appropriately analyze the issues referred;
  3. Provide a report to Commerce setting forth its conclusions as to the health care matters at issue, and its recommendations for any action it believes Commerce should take regarding the health care matters; and
  4. Keep records of its research and investigation into health care matters referred by Commerce, and will make the records available to Commerce upon request.
- B. Provide consultation services to Commerce with respect to issues of health care, including medical necessity, network adequacy, and quality of care, that arise in connection with Commerce's investigation of consumer complaints under its jurisdiction.
1. Review those cases or portions of cases referred to it by Commerce that fall within its special health care expertise;
  2. Perform any research or investigation necessary to appropriately analyze the issues referred;
  3. Provide a report to Commerce setting forth its conclusions as to the health care matters at issue, and its recommendations for any action it believes Commerce should take regarding the health care matters; and
  4. Keep records of its research and investigation into health care matters referred by Commerce, and make the records available to Commerce on request.
- C. Participate, on request, in support of any administrative or judicial proceeding related to a regulatory action undertaken by Commerce insofar as the action is based on MDH's recommendations regarding health care matters.
- D. Transfer records, annual reports, identification of county-based purchasers and related financial requirements and such other documents to Commerce as may be required by Commerce to conduct its responsibilities under this agreement.
- F. Retain responsibility for ordering corrective and disciplinary action in connection with deficiencies in compliance with the Financial Services Modernization Act of 1999 by entities regulated by MDH and defined under 15 U.S.C. § 6801 et seq. as a "financial institution" or person engaging in the provision of insurance.

### **3. Consideration and Payment**

MDH shall reimburse Commerce for its personnel costs and other expenses actually incurred by Commerce in performing the services specified in paragraph 2.1 of this agreement. Commerce will bill MDH quarterly and attach documents to support the amount of the invoice beginning with the quarter ending September 30, 2021 and continuing throughout the term of this agreement. In each invoice, Commerce will separately itemize personnel and other expenses related to each financial examination or other type of service performed by Commerce under paragraph 2.1(A) of this agreement and shall itemize services by each MDH-regulated health

plan and county-based purchaser in sufficient detail to determine charges for invoicing the entities according to statute.

The total obligation of MDH for all compensation and reimbursements to Commerce under this Agreement will not exceed \$300,000.

There will be no payments by either party for services performed under paragraphs 2.2 and 2.3 of this agreement. All non-billable services provided by Commerce under this Agreement must be performed to MDH's satisfaction, as determined at the sole discretion of MDH's Authorized Representative. All non-billable services provided by MDH under this Agreement must be performed to Commerce's satisfaction, as determined at the sole discretion of Commerce's Authorized Representative.

#### **4. Conditions of Payment**

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

#### **5. Authorized Representative**

MDH's Authorized Representative is Julie Erickson, Managed Care Systems Section Manager, Suite 220, 85 7th Place E., Golden Rule Building, St. Paul, MN 55101, (651) 201-5174, or his/her successor or delegate.

Commerce's Authorized Representative is the Deputy Commissioner of the Insurance Division of Commerce, 85 7th Place E., Suite 280, Golden Rule Building, St. Paul, MN 55101, or his/her successor or delegate.

#### **6. Amendments**

Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

#### **7. Liability**

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

#### **8. Data Issues**

MDH and Commerce agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either agency to the other, in accordance with this interagency agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either agency in accordance with this interagency agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this paragraph by either agency. Whenever either agency receives a data practices request for data related to the authority of the other agency according to this agreement, the agency receiving the data practices request shall promptly notify the other agency, and the other agency shall respond to the request.

All reports, studies, photographs, negatives, data, surveys, or other finished or unfinished documents prepared by Commerce or obtained by Commerce under paragraph 2.1 of this agreement, and all records, annual reports and other documents transferred from MDH to Commerce under paragraph 2.1(C) of this agreement, shall be remitted to MDH by Commerce within 30 calendar days after the completion, termination, or cancellation of this agreement.

**9. Termination**

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

**1. State Encumbrance Verification**

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

Print Name: Sarah Martin  
Signature: Sarah Martin Digitally signed by Sarah Martin  
Date: 2021.07.15 06:30:01 -05'00'  
Title: Accounting Officer Date: 7/15/2021  
SWIFT Contract No. 196606

**3. Department of Health**

*With delegated authority*

Jeffery Colonna  
Print Name: \_\_\_\_\_  
Signature: Jeffery Colonna DocuSigned by:  
Jeffery Colonna  
F38E8932D94404  
Title: Purchasing Supervisor Date: 7/19/2021

**2. Department of Commerce**

*With delegated authority*

Kathleen Orth  
Print Name: \_\_\_\_\_  
Signature: Kathleen Orth DocuSigned by:  
Kathleen Orth  
CFF9E1F7E7E44E3  
Title: Director of Insurance Solvency Date: 7/19/2021



## **AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-081**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Commerce**, has an interagency agreement identified as **SC# 188029, PO#3000013905** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

**WHEREAS**, Paragraph(s) **1, 3 & 5** the original agreement shall be amended to read:

### **1. Services to be Performed:**

The Division agrees that through its Master Contract with The MACRO GROUP, Inc. it will sub-contract with The MACRO GROUP, Inc. to provide the services identified in Exhibit A and Exhibit B, which is are attached and incorporated into this agreement.

### **3. Consideration and Terms of Payment:**

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

Up to ~~1,040~~ 1,560 hours at a rate of \$135/hour for Business Analysis and a rate of \$150/hour for Web Design services as identified in Exhibit A for services provided by The MACRO GROUP, Inc. and up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$152,000.00~~ \$230,000.00.

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

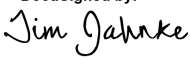
Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**5. Effective Dates:**

This agreement is effective Upon execution, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
<p>DocuSigned by: By:  6F557658A468499... Title: Date: 7/7/2021</p>	<p>By: Renda E Rappa Title: Digitally signed by Renda E Rappa Date: 2021.07.01 12:41:00 -05'00'</p>

SC# 188029,  
PO#3000013905

EXHIBIT B



**Response to  
Energy Assistance Program  
Online Application Project  
Commerce Department – Office of Energy  
Assistance Programs**

**Contact Information:  
Dersell Phipps  
Consulting Services Manager  
1200 Washington Av. S. Suite 350  
Minneapolis, MN 55415  
[dhipps@macrogroup.net](mailto:dhipps@macrogroup.net)  
651-500-4200**

**June 28, 2021**

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## **1. RESTATEMENT OF CLIENT'S NEEDS**

The Minnesota Department of Commerce, Office of Energy Assistance Programs (Commerce EAP) is modernizing its application processing and payment system, called eHEAT, as part of its overall service delivery improvements to approximately 130,000 households in Minnesota each year and those of its partners, including 29 local service providers. This project is to be completed in three phases, though this proposal only pertains to the second phase: design of a new online application.

The first phase of this project, the improvement of application processing including replacing existing functionality – was completed in August of 2020. Building on that improved functionality, Commerce EAP is seeking a consultant(s) to partner with the agency's business owners and IT personnel, utilizing the project's business requirements, to create an online application design that is ADA-compliant and ensures the identity of the citizens applying for services is fully safeguarded as part of the application process. The completion of this phase will include the provision of wireframes and any other needed design products to guide Commerce EAP'S developers for the third phase of this project – implementation and data integration with the Social Security Administration and Department of Employment & Economic Development.



## 2. LIST OF ACTIVITIES AND TIMEFRAMES – PROJECT PLAN

The proposed project plan is shown below, listing activities and timeframes to the best of our knowledge using ranges.

<b>TASKS</b>	<b>ARTIFACTS</b>	<b>PROJECT SCHEDULE*</b>	<b>ESTIMATED MACRO HOURS</b>
4.4. Iterate Design Decisions /Prototype		<b>12 Weeks</b>	
4.4.1 Re/Design prototype UX based upon SP Feedback and CBO's direction			<b>300-400</b>
4.4.2. Prepare source code of Vue.js prototype CBO/MNIT use			<b>40-80</b>
<b>5. Finalize UX/UI Design</b>	<b>Final Project Artifacts</b>	<b>1 week</b>	<b>24 - 40</b>
a. Review project artifacts with Commerce project team			
b. Make changes and finalize artifacts			
c. Turnover final project artifacts to Commerce project team			
<b>TOTALS</b>		<b>13 Weeks</b>	<b>364- 520</b>

\* Given in elapsed weeks from the project start date.

### 3. ESTIMATED COSTS (INCLUDING RATES AND EXPENSES)

#### Hourly Rates for MACRO Consultants

SERVICE CLASSIFICATION	HOURLY RATE
Business Analysis	\$135
Web Design	\$150

#### Estimated Cost

TASK	ESTIMATED COST
4. Develop UX/UI Design	\$51,000 - \$72,000
5. Finalize UX/UI Design	\$3,600 - \$6,000
<b>TOTAL</b>	<b>\$54,000 - \$78,000</b>

#### Assumptions

The following assumptions were made in developing the Project Plan and estimated cost:

- The Project Plan and timeline will be finalized with the client before the project contract is finalized.
- The project will be completed on a Time and Materials basis with completed work billed on a monthly basis based on the hourly rates specified above.
- Project management tasks, including maintaining the project plan and schedule, scheduling review meetings and team communications, will be performed by the Commerce – Office of EAP team/MNIT project manager. The MACRO team will not be responsible for project management and will add tasks, hours and cost to the project, if these services are needed.
- MACRO will set up a SharePoint Online project site for project collaboration. The site will be accessed by the Commerce – Office of EAP team through “guest” accounts.
- Any required system access, including State email account, will be provided to MACRO team within the first two days of project initiation.
- The Business Analyst who performed the requirements identification (or a substitute familiar with the requirements) will be available to respond, in a timely manner, to questions regarding the requirements.
- Commerce – Office of EAP will provide existing design elements, design standards and graphics to the MACRO development team.
- The Commerce Department – Office of EAP business staff & MNIT information technology staff are available as needed to participate in the project within the schedule set by the proposed Project Plan.

- The MNIT@ Commerce team, who will be responsible for developing the online application, will be included in the review of deliverables.
- All work products will be reviewed and approved by the Commerce Department – Office of EAP within 5 working days of presentation and review of the deliverable. Any delay in meeting this review schedule may require MACRO and to revise project hours, timelines, and budget accordingly.
- Delays to the project, not due to MACRO's actions, may increase the project cost.
- The MACRO consultants assigned to this project can be made available for consultation during development at the above specified hourly rates.

## 4. LIST OF CLIENT RESPONSIBILITIES

The following list identifies the expected tasks, activities and responsibilities of the Commerce Department – Office of EAP team/MNIT team:

- Identify members of the Commerce Office of EAP team and their responsibilities, including who is responsible for deliverable approval.
- Provide all documents prepared during the business requirements phase to the MACRO team.
- Review and discuss business requirements with the MACRO team.
- Provide the MACRO team with any agency or division style guides, assets, colors, or guides that the Office of EAP expect to guide development of the application UI/UX.
- If there are examples of online applications that the Commerce – Office of EAP team would like the new application to resemble, make the MACRO team aware of these applications before the design process has started.
- Provide a copy or URL to any State standards and guidelines that must be followed in development of the design.
- Be available to respond to questions, need for information or preliminary reviews for feedback when needed by the MACRO team.
- Be available to meet and review deliverables within the timeframes set out in the project plan.
- Review and approve final version of project deliverables provided by the MACRO team within 5 days. If issues with the deliverables are identified by the Commerce – Office of EAP team, they must be submitted to the MACRO team within the 5 days. If approval or issues are not received within the 5-day review period, the MACRO team will assume the deliverable is approved.

188029

FE (cc)



**MAD Project Number: 2021-081**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Commerce

MAD Contact: Renda Rappa

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

Agency: B1301	Fiscal Year: 2021	Vendor Number: ID G10000000, Location 001
Total Amount of Contract: \$152,000.00		Amount of Contract First FY:
Category Code: 80101500	Category Code:	Category Code:
Account: 411901	Account:	Account:
Amount: \$152,000	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 3000	Fund:	Fund:
Appr: B132113	Appr:	Appr:
Fin Dept ID: B1331561	Fin Dept ID:	Fin Dept ID:
Rept Catg: n/a	Rept Catg:	Rept Catg:
Amount: \$152,000	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: \_\_\_\_\_

Contract: SC# 188029  
FY21 PO# 3000013905  
1/12/2021 Number/Date/Party Initials

Order: DocuSigned by: *Carla Collins*      1/12/2021  
0EAAB5610B340E7 Number/Date/Signatures

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

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

**1. Services to be Performed:**

The Division agrees that through its Master Contract with The MACRO GROUP, Inc. it will subcontract with The MACRO GROUP, Inc. to provide the services identified in Exhibit A, which is attached and incorporated into this agreement.

**2. Contacts:**

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

Management Analysis and Development: Renda Rappa Requesting Agency: Tracy Smetana

**3. Consideration and Terms of Payment:**

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

Up to 1,040 hours at a rate of \$135/hour for Business Analysis and a rate of \$150/hour for Web Design services as identified in Exhibit A for services provided by The MACRO GROUP, Inc. and up to \$8,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$152,000.00.

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

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

**4. Condition of Payment:**

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

**5. Effective Dates:**

This agreement is effective Upon execution, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.



**6. Termination:**

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

**7. Requesting Agency's Authorized Representative:**

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

**8. Interagency Agreement Authorization:**

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

**9. Amendments:**

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

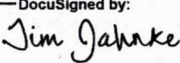
**10. State Audit:**

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

**11. Liability:**

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

**Approved:**

1. Requesting Agency	2. Management Analysis and Development
By:  <small>DocuSigned by:</small> Title: <small>6F557658A468499...</small> Admin Services Director/CFO Date: 1/12/2021	By: <b>Renda E Rappa</b> Title: <b>Renda E Rappa</b> Date: <b>2021.01.12 08:11:39 -06'00'</b> <small>Digitally signed by Renda E Rappa</small>



**EXHIBIT A - Response to  
Energy Assistance Program  
Online Application Project  
Commerce Department – Office of Energy  
Assistance Programs**

**Contact Information:  
Dersell Phipps  
Consulting Services Manager  
1200 Washington Av. S. Suite 350  
Minneapolis. MN 55415  
[dhipps@macrogroup.net](mailto:dhipps@macrogroup.net)  
651-500-4200**

**December 28, 2020**





December 28, 2020

Commerce Department – Office of Energy Assistance Programs  
85 7<sup>th</sup> Place East  
Suite 280  
Saint Paul, MN, 55101  
[tracy.m.b.smetana@state.mn.us](mailto:tracy.m.b.smetana@state.mn.us)

Dear Ms. Tracy Smetana:

The MACRO GROUP, Inc. is pleased to respond to your request for a UI/UX Web Designer for the Minnesota's Energy Assistance Program project. Our approach to this Project would be a team of MACRO consultants, each with valuable experience that will result in a better design for the online application.

MACRO is a Minneapolis-based, woman-owned information systems consulting company that has been in business for more than 30 years. Our prior experience with high-profile complex enterprise projects in the public, private and non-profit sector, and the outstanding capabilities of our proposed consultants are well-aligned with your requirements as we understand them.

MACRO's consultants are permanent employees of The MACRO GROUP, Inc. They receive a full suite of benefits that includes paid insurance, paid vacation, training support, and a guaranteed salary. We make a firm commitment to our people and provide their support between projects.

Please do not hesitate to contact me to arrange in-person meetings with the team to obtain additional information.

Sincerely,

Dersell Phipps  
[dphipp@macrogroup.net](mailto:dphipp@macrogroup.net)  
651-500-4200

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## **1. RESTATEMENT OF CLIENT'S NEEDS**

The Minnesota Department of Commerce, Office of Energy Assistance Programs (Commerce EAP) is modernizing its application processing and payment system, called eHEAT, as part of its overall service delivery improvements to approximately 130,000 households in Minnesota each year and those of its partners, including 29 local service providers. This project is to be completed in three phases, though this proposal only pertains to the second phase: design of a new online application.

The first phase of this project, the improvement of application processing including replacing existing functionality – was completed in August of 2020. Building on that improved functionality, Commerce EAP is seeking a consultant(s) to partner with the agency's business owners and IT personnel, utilizing the project's business requirements, to create an online application design that is ADA-compliant and ensures the identity of the citizens applying for services is fully safeguarded as part of the application process. The completion of this phase will include the provision of wireframes and any other needed design products to guide Commerce EAP'S developers for the third phase of this project – implementation and data integration with the Social Security Administration and Department of Employment & Economic Development.

## 2. LIST OF ACTIVITIES AND TIMEFRAMES – PROJECT PLAN

The proposed project plan is shown below, listing activities and timeframes to the best of our knowledge using ranges.

TASKS	ARTIFACTS	PROJECT SCHEDULE*	ESTIMATED MACRO HOURS
<b>1. Review Business Requirements</b>	<b>Personas</b>	<b>1 week</b>	<b>60 - 80</b>
1.1. Meet with Commerce Business Owners & Analyst to understand business requirements			
1.1.1. Review and discuss business analysis work products			
1.1.2. Review and discuss eHeat New Generation internal application components			
1.1.3. Review and discuss any agency standards/guidelines for public-facing applications			
1.2. Meet with IT Personnel to review technical requirements/standards			
1.2.1. Review development environment/tools			
1.2.2. Review security standards/approach			
1.2.3. Review accessibility standards/approach			
1.3. Create personas			
<b>2. Develop Application Strategy/Vision</b>	<b>Application Structure Style Guide</b>	<b>2 weeks</b>	<b>80 - 120</b>
2.1. Conduct vision meetings with Commerce to layout overall strategy for online application			
2.2. Create high-level design strategies			
2.3. Review Commerce Style Guide or create Style Guide with Commerce project team			
<b>3. Develop Initial Design Concepts</b>	<b>Design Brief</b>	<b>2 weeks</b>	<b>100 - 120</b>



TASKS	ARTIFACTS	PROJECT SCHEDULE*	ESTIMATED MACRO HOURS
	High-level Concept Sketches		
3.1. Develop and present design recommendations (Design Brief)			
3.2. Develop high-level low-fidelity concept sketches for core workflows based on approved Design Brief			
3.3. Review concept sketches with Commerce Business Owners and IT Personnel			
3.4. Update and finalize concept sketches based on feedback from review			
<b>4. Develop UX/UI Design</b>	<b>Style Guide Wireframes</b>	<b>9 weeks</b>	<b>560 - 680</b>
4.1. Document Application Structure			
4.1.1. Create menu hierarchy			
4.1.2. Document application structure/module/screens			
4.1.3. Document user flows			
4.1.4. Review with Commerce project staff and finalize			
4.2. Create Interaction Design/Usability			
4.2.1. Develop standard buttons and input layout			
4.2.2. Develop error handling/messages approach			
4.2.3. Outline Application Help approach			
4.2.4. Define graphics and visual representations			
4.2.5. Review with Commerce project staff and finalize			
4.3. Develop Wireframes			
4.3.1. Set mobile frame			
4.3.2. Determine general layout with boxes			

TASKS	ARTIFACTS	PROJECT SCHEDULE*	ESTIMATED MACRO HOURS
4.3.3. Incorporate Use Design Patterns			
4.3.4. Update with actual content and ensure scalability			
4.3.5. Connect wireframes together to create the flow			
4.3.6. Review wireframes designs with Commerce Business Owners			
4.3.7. Update and finalize wireframes			
<b>5. Finalize UX/UI Design</b>	<b>Final Project Artifacts</b>	<b>1 week</b>	<b>24 - 40</b>
5.1. Review project artifacts with Commerce project team			
5.2. Make changes and finalize artifacts			
5.3. Turnover final project artifacts to Commerce project team			
<b>TOTALS</b>		<b>15 Weeks</b>	<b>824 - 1040</b>

\* Given in elapsed weeks from the project start date.



### 3. ESTIMATED COSTS (INCLUDING RATES AND EXPENSES)

#### Hourly Rates for MACRO Consultants

SERVICE CLASSIFICATION	HOURLY RATE
Business Analysis	\$135
Web Design	\$150

#### Estimated Cost

TASK	ESTIMATED COST
1. Review Business Requirements	\$8,100 - \$10,800
2. Develop Application Strategy/Vision	\$12,000 - \$18,000
3. Develop Initial Design Concepts	\$15,000 - \$18,000
4. Develop UX/UI Design	\$75,600 - \$91,800
5. Finalize UX/UI Design	\$3,240 - \$5,400
<b>TOTAL</b>	<b>\$113,940 - \$144,000</b>

#### Assumptions

The following assumptions were made in developing the Project Plan and estimated cost:

- The Project Plan and timeline will be finalized with the client before the project contract is finalized.
- The project will be completed on a Time and Materials basis with completed work billed on a monthly basis based on the hourly rates specified above.
- Project management tasks, including maintaining the project plan and schedule, scheduling review meetings and team communications, will be performed by the Commerce – Office of EAP team/MNIT project manager. The MACRO team will not be responsible for project management and will add tasks, hours and cost to the project, if these services are needed.
- MACRO will set up a SharePoint Online project site for project collaboration. The site will be accessed by the Commerce – Office of EAP team through “guest” accounts.
- Any required system access, including State email account, will be provided to MACRO team within the first two days of project initiation.
- The Business Analyst who performed the requirements identification (or a substitute familiar with the requirements) will be available to respond, in a timely manner, to questions regarding the requirements.

- Commerce – Office of EAP will provide existing design elements, design standards and graphics to the MACRO development team.
- The Commerce Department – Office of EAP business staff & MNIT information technology staff are available as needed to participate in the project within the schedule set by the proposed Project Plan.
- The MNIT@ Commerce team, who will be responsible for developing the online application, will be included in the review of deliverables.
- All work products will be reviewed and approved by the Commerce Department – Office of EAP within 5 working days of presentation and review of the deliverable. Any delay in meeting this review schedule may require MACRO and to revise project hours, timelines, and budget accordingly.
- Delays to the project, not due to MACRO's actions, may increase the project cost.
- The MACRO consultants assigned to this project can be made available for consultation during development at the above specified hourly rates.



## 4. LIST OF CLIENT RESPONSIBILITIES

The following list identifies the expected tasks, activities and responsibilities of the Commerce Department – Office of EAP team/MNIT team:

- Identify members of the Commerce Office of EAP team and their responsibilities, including who is responsible for deliverable approval.
- Provide all documents prepared during the business requirements phase to the MACRO team.
- Review and discuss business requirements with the MACRO team.
- Provide the MACRO team with any agency or division style guides, assets, colors, or guides that the Office of EAP expect to guide development of the application UI/UX.
- If there are examples of online applications that the Commerce – Office of EAP team would like the new application to resemble, make the MACRO team aware of these applications before the design process has started.
- Provide a copy or URL to any State standards and guidelines that must be followed in development of the design.
- Be available to respond to questions, need for information or preliminary reviews for feedback when needed by the MACRO team.
- Be available to meet and review deliverables within the timeframes set out in the project plan.
- Review and approve final version of project deliverables provided by the MACRO team within 5 days. If issues with the deliverables are identified by the Commerce – Office of EAP team, they must be submitted to the MACRO team within the 5 days. If approval or issues are not received within the 5-day review period, the MACRO team will assume the deliverable is approved.

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT Amendment 1

This agreement is between the Department of Commerce [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Recitals

1. The Parties agree to amend this agreement to increase the amount of the agreement.
2. The State and the Contractor are willing to amend the Original Work Order as stated below.

Amendment

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

Revisions

3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner’s Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed ~~\$25,000~~ \$30,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Carla Collins Digitally signed by Carla Collins  
Date: 2021.09.07 10:27:27 -05'00'

Date: 9/7/21

P.O./SWIFT #: SC# 190477 / FY22 PO# 3-14739

3. DEPARTMENT OF COMMERCE

Signed: Tim Jahnke Digitally signed by Tim Jahnke  
Date: 2021.09.07 10:59:12 -05'00'  
(with delegated authority)

Title: \_\_\_\_\_

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

2. MINNESOTA MANAGEMENT AND BUDGET

Signed: \_\_\_\_\_  
(with delegated authority)

Title: Chief Financial Officer

Date: 09-14-2021

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Department of Commerce [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

**1 Term of Agreement**

- 1.1 **Effective date:** *March 5, 2021* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is Kamaria Kassim-Grigsby or his/her successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is Kristin Batson or his/her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**6 Amendments**

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

**7 Liability**

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

**8 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: 3/5/21 \_\_\_\_\_

P.O./SWIFT #: SC# 190477 / FY21 PO# 3-13988 \_\_\_\_\_

**3. DEPARTMENT OF COMMERCE**

Signed: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

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

**2. MINNESOTA MANAGEMENT AND BUDGET**

Signed: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

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



## **AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-141**

**WHEREAS**, the State of Minnesota, **Department of Commerce – Office of Energy Assistance Programs**, has an interagency agreement identified as **SWIFT Contract 196179, PO: 3-14538** with Minnesota Management and Budget, Management Analysis and Development (MAD), for consulting services; and

**WHEREAS**, the Requesting Agency and the MAD agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **1, 2, 3 and 7** of the original agreement shall be amended to read:

### **1. Services to be Performed:**

The Division agrees that through its Master Contract with Amherst H. Wilder Foundation the Division will sub-contract with Amherst H. Wilder Foundation to provide the services identified in Exhibit A **and A-1**, which ~~is~~ **are both** attached and incorporated as part of this contract.

### **2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: Renda Rappa Requesting Agency: Tracy Smetana-Ian Villa-Watt

### **3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division according to the terms in the work order according to the following budget as described in the attachments:

Up to ~~\$93,560~~ **\$96,730** for services and deliverables, **including up to \$5,000 in incentives**, provided by Amherst H. Wilder Foundation as identified in Exhibit A **and A-1**. The Division will also invoice up to ~~\$7,843~~ **\$7,738** for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$101,403~~ **\$109,468**.

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

Payment to be requested by invoice based on services performed by Amherst H. Wilder Foundation, with cumulative payments not to exceed the total agreed amount listed above.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is ~~Tracy Smetana~~ Ian Villa-Watt. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

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

**APPROVED:**

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

DocuSigned by:  
 Signed Carla Lollens  
 \_\_\_\_\_  
 Date \_\_\_\_\_  
 SC# 196179  
 SWIFT Contract: \_\_\_\_\_  
 FY22 PO# 3-14539  
 SWIFT PO: \_\_\_\_\_

- 2. Requesting Agency

DocuSigned by:  
 Signed Jim Jahnke  
 \_\_\_\_\_  
 Date 12/23/2021  
 \_\_\_\_\_

- 3. Management Analysis and Development

Signed **Renda E Rappa** Digitally signed by Renda E Rappa  
 Date: 2021.12.21 11:15:52 -06'00'  
 Date \_\_\_\_\_



### Exhibit A-1 Commerce EAP Evaluation - Amherst H. Wilder Foundation Amendment

This amendment is by and between Amherst H. Wilder Foundation (“Wilder”) and the State of Minnesota (“Organization”) to amend the contract originally executed on 7/2/21 regarding the Commerce EAP Evaluation.

Whereas, Wilder and Organization have agreed that the changes indicated below are needed for the satisfactory completion of the contract.

All other terms in the original agreement remain the same.

Wilder will conduct the following evaluation activities as specified in the original contract. New activities or dates bolded to note the update.

- Task 3: Literature review (**August-September 2021**)
- Task 4: Conduct interviews with Up to 50 interviews with eligible households (~~August 2021-October 2021~~) (**January-February 2022**)
- Up to 20 interviews with service providers (**NEW**) (**September-October 2021**)
- Mailed survey to 3,000 households (~~July 2021-August 2021~~) (**October 2021-January 2022**)
- Task 5: Cultural community outreach and engagement (~~August 2021-October 2021~~) (**November 2021-February 2022**)
- Task 6: Analysis, interpretation and reporting (~~October 2021-January 2022~~) (**February-April 2022**)

The table below notes the cost associated with new items as they fit within the existing plan and Cost Proposal.

Task	Cost
Task 1: Build understanding of programs and develop initial goals	<del>\$3,650</del> <b>\$4,200</b>
Task 2: Develop and distribute survey to eligible households	<del>\$24,000</del> <b>\$28,000</b> (Includes analysis cost)
<b>NEW: \$1 incentive per mailed survey</b>	<b>\$3,000</b>
Task 3: Literature review	\$2,430
Task 4: Conduct interviews with eligible households	<del>\$7,240</del> <b>\$8,000</b>
<b>NEW: \$20 incentive per interview</b>	<b>\$1,000</b>
<b>NEW: Conduct interviews with EAP’s service providers</b>	<b>\$9,500</b> (Includes analysis cost)

<b>Task</b>	<b>Cost</b>
Task 5: Cultural community outreach and engagement	<del>\$17,170</del>
	<u>\$21,200</u>
	(Includes analysis cost)
<i><b>NEW: \$20 incentive per interview</b></i>	<u>\$1,000</u>
Task 6: Analysis, interpretation, and reporting	<del>\$28,470</del>
	<u>\$12,800</u>
	(Includes analysis cost for Task 4)
Task 7: Develop dissemination plan and materials	\$4,600
Project management	\$6,000
<b>Total</b>	<del><b>\$93,560</b></del>
	<b><u>\$101,730</u></b>





## MAD Project Number: 2021-141 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of Commerce – Office of Energy Assistance Programs MAD Contact: Renda Rappa

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

Agency: Commerce	Fiscal Year: 2021-2022	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$101,403.00	Amount of Contract First FY: <b>\$3,650</b>	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 3000	Fund: n/a	Fund: n/a
Appr: B132113	Appr: n/a	Appr: n/a
Fin Dept ID: B1331560	Fin Dept ID: n/a	Fin Dept ID: n/a
Rept Catg: n/a	Rept Catg: n/a	Rept Catg: n/a
Amount: \$101,403.00	Amount: n/a	Amount: n/a

Processing Information: (Some entries may not apply.) Begin Date: 06/25/2021 End Date: 03/31/2022

Contract: SC# 196179/6-25-21/CC  
Number/Date/Entry Initials

DocuSigned by:  
Order: Carla Collins FY21PO#3-14538 6/25/2021  
0EAAB561D3 Number/Date/Signatures

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

This is an agreement between the Department of Commerce – Office of Energy Assistance Programs (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that through its Master Contract with Amherst H. Wilder Foundation the Division will sub-contract with Amherst H. Wilder Foundation to provide the services identified in Exhibit A, which is attached and incorporated as part of this contract.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: Renda Rappa Requesting Agency: Tracy Smetana

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division according to the terms in the work order according to the following budget as described in the attachments:

Up to \$93,560 for services and deliverables provided by Amherst H. Wilder Foundation as identified in Exhibit A. The Division will also invoice up to \$7,843 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$101,403.

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

Payment to be requested by invoice based on services performed by Amherst H. Wilder Foundation, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

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

**5. Effective Dates:**

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until March 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

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

**7. Requesting Agency's Authorized Representative:**

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

**8. Interagency Agreement Authorization:**

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

**9. Amendments:**

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

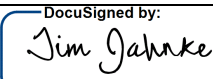

**10. State Audit:**

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

**11. Liability:**

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

**Approved:**

1. Requesting Agency	2. Management Analysis and Development
<p>By:   <small>DocuSigned by:</small>                      Title: <small>6F557658A468499...</small> Admin Services Director/CFO                      Date: 6/28/2021</p>	<p>By:                       Title: Renda E Rappa                      Date: Digitally signed by Renda E Rappa                      Date: 2021.06.24 13:02:37 -05'00'</p>

## EXHIBIT A - Commerce EAP Evaluation

The following work plan, timeline, and budget reflect Wilder's understanding of Commerce EAP's evaluation interests based on our previous conversations; we also understand that things may change based on external factors (i.e. state of the pandemic, closures, etc.) and will be flexible to accommodate such changes.

### **Task 1: Build understanding of programs and develop initial goals (June-July)**

Wilder proposes to have an initial kick off meeting with appropriate Commerce EAP staff to further understand and articulate goals for this evaluation. Wilder will modify and refine this work plan after the initial meeting. Additional detail will be added around the components of the project, roles and responsibilities for Wilder and Commerce EAP, and timelines and deadlines for the tasks.

To further understand the programs and initial goals, Wilder would complete a review of any relevant documents to familiarize ourselves with the various programs, terminology, and key aspects of evaluation. Wilder may have an additional follow-up meeting with Commerce EAP staff to ask clarifying questions and information about the three programs.

### **Task 2: Develop and distribute survey to eligible households (July-August)**

To gather high-level information from eligible households about the types of challenges or barriers experienced related to EAP application processes, as well as perspectives about EAP, Wilder will develop a mailed survey to be distributed to 3,000 EAP eligible households using the modified Dillman method. These households will be sent an initial survey packet and a reminder postcard to participate. Wilder will then send a final survey packet for households who have not completed the survey. Wilder will be responsible for all printing and postage expenses, which are included in the budget. While we cannot guarantee response rates, we anticipate a 15-25% response rate for a mailed survey. The goal of the survey will be to determine which barriers are the most prevalent, as well as to better understand the demographics of eligible households. If enough responses to the mailed survey are received, Wilder would plan to conduct quantitative analysis in the form of cross-tabs, which would allow for a more nuanced look at the barriers experienced by demographic or community. (If a smaller number of surveys are completed, Wilder would produce frequency data.) Surveying a larger group like this will also provide information about other means-tested programs in which these households participate.

To determine households to survey, Wilder has budgeted to purchase a targeted sample of approximately 3,000 addresses of low-income households. We will work with Commerce EAP to develop appropriate criteria for the sample. If Commerce EAP is interested in surveying households who have applied but not enrolled in programming, Wilder can include those addresses (if available from Commerce EAP's database) in the survey distribution sample.

# Wilder Research®

## Task 3: Literature review

Wilder has an in-house library team that is skilled in literature searches and searches for relevant secondary data sources. In an initial scan done by our librarians, they determined that there is available literature on topics such as barriers to enrolling in assistance programs, outreach strategies, and possibly referral sources. They also found a report on federal social programs and general assistance programs. If Commerce EAP is ok with broadening the search beyond energy assistance, our librarians feel that there is relevant data and information about outreach and referral for similar programs or benefits.

## Task 4: Conduct interviews with eligible households (August-October)

Wilder proposes conducting 40-50 interviews (with a goal of 20-25 interviews with eligible but unenrolled households and 20-25 interviews with enrolled households) to gather more nuanced, qualitative information about barriers, as well as to determine how households feel about the benefit amount and perceived value of EAPs. Targeting this number of interviews will allow Wilder to conduct thorough qualitative analysis and theme categorization. The interviews with households who are eligible but unenrolled will focus on accessibility and barriers, while the interviews with enrolled households will focus on learning about the actual experience of applying and whether those households have suggestions for improving the process for ease and accessibility.

Wilder will use the mailed survey as a recruitment tool for the interviews with households who are eligible but unenrolled by including information about the interview opportunity and allowing participants to include their phone or email as a way to contact them for a follow-up interview. We will remind participants that their contact information will not be tied to their survey responses. The recruitment information included with the mailed survey will note the additional gift card for those who participate in an interview.

## Task 5: Cultural community outreach and engagement (August-October)

Deeper engagement with cultural communities in the form of outreach to community leaders and sources of information for communities (such as culturally-specific community centers, chambers of commerce, or other organizations serving the community) will help us to build relationships and connect with members of the community. We believe this would be an effective way to recruit individuals from the communities of interest to participate in qualitative data gathering in the form of interviews (conducted virtually). One effective method that Wilder has employed in the past has been to identify a community partner and compensate that partner for their time and resources to recruit members of their community for participation. We recommend 5-10 interviews per community of interest. (Note that these interviews would be in addition to the interviews in task 4). Based on our discussion, we understand that Commerce EAP is interested in conducting 5-10 interviews each with the following communities:

- African American
- Native American
- Hmong
- Somali
- Mexican



## **Wilder Research®**

We have budgeted for the interviews with members of the Hmong, Somali, and Mexican communities to be conducted in Hmong, Somali, and Spanish, and for the interviews with members of the African American and Native American communities to be conducted in English.

### **Task 6: Analysis, interpretation, and reporting (October-January)**

Wilder will conduct analysis (both qualitative and quantitative, with a detailed analysis approach to be determined by overall participation and results) on both data collection activities (tasks 2 and 3) and develop themes and recommendations based on our findings. Statistical analysis on the mailed survey will provide descriptive statistics but may not be statistically representative because of the limitations of developing a sample that best aligns with Commerce EAP's communities of interest. These findings will form the basis of the actionable recommendations for Commerce EAP regarding accessibility for the key communities of interest noted by Commerce EAP.

Wilder will work with Commerce EAP staff to schedule 1-2 data interpretation sessions with Commerce EAP staff and key stakeholders as appropriate. The purpose of these sessions will be to work together to discuss findings, include more viewpoints with regard to interpretation, prioritize next steps, and generate recommendations.

Wilder will then develop a summary of findings and recommendations. We have also included a presentation of final results as a part of a facilitated meeting to help Commerce EAP (and stakeholders as appropriate) understand and identify appropriate uses for the data in their strategic planning efforts. Costs for additional reporting options, such as an infographic, data books, narrated PowerPoint/YouTube video, blogs, or academic publications can be provided upon request. The contents of final report can be flexible and determined during the initial phases of this work.

### **Task 7: Develop dissemination plan and materials (December-February)**

Because we believe the findings of this study will be relevant and useful for others in the energy assistance and utility sector, Wilder suggests working with Commerce EAP to develop a plan for disseminating the findings in a useful, digestible format such as a slide deck or infographic. We would also be happy to partner with Commerce EAP to develop a conference paper or presentation.

### **Project management (ongoing)**

To ensure that the project is running smoothly and is on schedule, Wilder will plan to have biweekly internal meetings to facilitate project management. Wilder will also engage in ongoing communication with Commerce EAP staff contacts for this project in order to provide updates on the work and discuss any questions or challenges as they arise.

# Wilder Research®

## Cost proposal

<b>Task</b>	<b>Cost</b>
Task 1: Build understanding of programs and develop initial goals	\$3,650
Task 2: Develop and distribute survey to eligible households <sup>1</sup>	\$24,000
Task 3: Literature review	\$2,430
Task 4: Conduct interviews with eligible households	\$7,240
Task 5: Cultural community outreach and engagement	\$17,170
Task 6: Analysis, interpretation, and reporting	\$28,470
Task 7: Develop dissemination plan and materials	\$4,600
Project management	\$6,000
<b>Total</b>	<b>\$93,560</b>

---

<sup>1</sup> Includes purchasing the sample, printing, and mailing



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651-280-2700  
[www.wilderresearch.org](http://www.wilderresearch.org)





## **AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-141**

**WHEREAS**, the State of Minnesota, **Department of Commerce – Office of Energy Assistance Programs**, has an interagency agreement identified as **SWIFT Contract 196179, PO: 3-14538** with Minnesota Management and Budget, Management Analysis and Development (MAD), for consulting services; and

**WHEREAS**, the Requesting Agency and MAD agree that the above-referenced contract should be amended; and

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

### **5. Effective Dates:**

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until ~~March 31, 2022~~ **July 31, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

**APPROVED:**

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

SWIFT Contract: 196179

FY21 PO#  
SWIFT PO: 3-14538 / FY22 PO# 3-14539 / FY23 PO# 3-15830

2. Requesting Agency

Signed \_\_\_\_\_

Date \_\_\_\_\_

3. Management Analysis and Development

Signed Marian Potter Digitally signed  
by Marian Potter  
Date: 2022.06.29  
Date 14:37:16 -05'00'

## STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

Contract information		
Agency: <b>Department of Commerce</b> SWIFT Contract Number: <b>196179</b>		
Purchase Order Number: <b>14538</b>		
Fiscal Year: 2022-23		
Total Amount of Contract: \$109,468.00		
Account Code: 411552		
Contract Start Date: 06/25/2021		
Contract Expiration Date: <del>03/31/2022</del> <u>07/31/2022 Amendment 2</u>		
Accounting information		
Distribution Narrative (if needed): Amendment 2 extends until July 31, 2022.		
Distribution 1	Distribution 2	Distribution 3
Fund: 3000	Fund:	Fund:
FInDept ID: B1331560		
Approp ID: B132113		
Amount: \$ 109,468.00	Amount:	Amount: \$
Contractor information		
Contractor Name and Address: MMB - Management Analysis and Development		
Contractor's Social Security No. or Federal Employer ID No.:		
Contractor's Minnesota Tax ID No. (if applicable): GI00000000, Location 001		

**This Page Contains Private Data  
Do Not Circulate**

**DO NOT REPRODUCE OR DISTRIBUTE EXTERNALLY WITHOUT EXPRESS  
WRITTEN PERMISSION OF THE CONTRACTOR.**



## MAD Project Number: 2021-141 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of Commerce – Office of Energy Assistance Programs MAD Contact: Renda Rappa

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

Agency: Commerce	Fiscal Year: 2021-2022	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$101,403.00	Amount of Contract First FY: <b>\$3,650</b>	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 3000	Fund: n/a	Fund: n/a
Appr: B132113	Appr: n/a	Appr: n/a
Fin Dept ID: B1331560	Fin Dept ID: n/a	Fin Dept ID: n/a
Rept Catg: n/a	Rept Catg: n/a	Rept Catg: n/a
Amount: \$101,403.00	Amount: n/a	Amount: n/a

Processing Information: (Some entries may not apply.) Begin Date: 06/25/2021 End Date: 03/31/2022

Contract: SC# 196179/6-25-21/CC  
Number/Date/Entry Initials

DocuSigned by:  
Order: Carla Collins FY21PO#3-14538 6/25/2021  
0EAAB561D3 Number/Date/Signatures

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

This is an agreement between the Department of Commerce – Office of Energy Assistance Programs (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that through its Master Contract with Amherst H. Wilder Foundation the Division will sub-contract with Amherst H. Wilder Foundation to provide the services identified in Exhibit A, which is attached and incorporated as part of this contract.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: Renda Rappa Requesting Agency: Tracy Smetana

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division according to the terms in the work order according to the following budget as described in the attachments:

Up to \$93,560 for services and deliverables provided by Amherst H. Wilder Foundation as identified in Exhibit A. The Division will also invoice up to \$7,843 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$101,403.

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Payment to be requested by invoice based on services performed by Amherst H. Wilder Foundation, with cumulative payments not to exceed the total agreed amount listed above.

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

**5. Effective Dates:**

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until March 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

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

**7. Requesting Agency's Authorized Representative:**

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

**8. Interagency Agreement Authorization:**

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

**9. Amendments:**

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

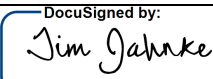

**10. State Audit:**

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

**11. Liability:**

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

**Approved:**

1. Requesting Agency	2. Management Analysis and Development
<p>By:   <small>DocuSigned by:</small>                      Title: <small>6F557658A468499...</small> Admin Services Director/CFO                      Date: 6/28/2021</p>	<p>By:                       Title: Renda E Rappa                      Date: Digitally signed by Renda E Rappa                      Date: 2021.06.24 13:02:37 -05'00'</p>

## EXHIBIT A - Commerce EAP Evaluation

The following work plan, timeline, and budget reflect Wilder's understanding of Commerce EAP's evaluation interests based on our previous conversations; we also understand that things may change based on external factors (i.e. state of the pandemic, closures, etc.) and will be flexible to accommodate such changes.

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# Wilder Research®

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Wilder has an in-house library team that is skilled in literature searches and searches for relevant secondary data sources. In an initial scan done by our librarians, they determined that there is available literature on topics such as barriers to enrolling in assistance programs, outreach strategies, and possibly referral sources. They also found a report on federal social programs and general assistance programs. If Commerce EAP is ok with broadening the search beyond energy assistance, our librarians feel that there is relevant data and information about outreach and referral for similar programs or benefits.

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- African American
- Native American
- Hmong
- Somali
- Mexican



## **Wilder Research®**

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# Wilder Research®

## Cost proposal

<b>Task</b>	<b>Cost</b>
Task 1: Build understanding of programs and develop initial goals	\$3,650
Task 2: Develop and distribute survey to eligible households <sup>1</sup>	\$24,000
Task 3: Literature review	\$2,430
Task 4: Conduct interviews with eligible households	\$7,240
Task 5: Cultural community outreach and engagement	\$17,170
Task 6: Analysis, interpretation, and reporting	\$28,470
Task 7: Develop dissemination plan and materials	\$4,600
Project management	\$6,000
<b>Total</b>	<b>\$93,560</b>

<sup>1</sup> Includes purchasing the sample, printing, and mailing



## **Wilder Research.**

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651-280-2700  
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**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

---

Pursuant to Minnesota Statutes, Sections 471.59, 4.045, and 16A.055 this is an agreement between Minnesota Management and Budget (MMB) and Minnesota Department of Commerce (COMM or Requesting Agency).

**1. Services to be Performed:**

Minnesota Management and Budget will provide staffing and support for the Children’s Cabinet (Minnesota Statutes, section 4.045), including the coordination of interagency efforts seeking to ensure that all Minnesota children are healthy, safe, and prepared to achieve their full potential.

**Authorized Agents:**

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

MMB: Erin Bailey, Assistant Commissioner – Children’s Cabinet, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, [Erin.Bailey@state.mn.us](mailto:Erin.Bailey@state.mn.us), 651-201-8044.

COMM: Anne O’Connor, Deputy Commissioner, or their successor designated by the Commissioner, 85 Seventh Place East, St. Paul, MN 55101 [anne.oconnor@state.mn.us](mailto:anne.oconnor@state.mn.us) 651-539-1442.

**2. Consideration and Terms of Payment:**

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

**TOTAL COST: \$4,500**

You will receive an annual invoice from MMB in July or August 2021. This invoice should be paid within 30 days of receipt.

**3. Term of Agreement:**

This agreement is effective July 27, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

**4. Amendments:**

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

**Approval:**

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Carla Collins Digitally signed by Carla Collins  
Date: 2021.07.21 12:17:38 -05'00'

Date: 7/21/21  
SC# 197653 / FY22 PO# 3-14638

**3. Minnesota Management and Budget**

By: \_\_\_\_\_  
(with delegated authority)

Title: Chief Financial Officer

Date: 07-21-2021

**2. [Minnesota Department of Commerce]**

By: Tim Jahnke Digitally signed by Tim Jahnke  
Date: 2021.07.21 13:12:50 -05'00'

(With delegated authority)

Title: \_\_\_\_\_

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

STATE OF MINNESOTA

INTERAGENCY  
AGREEMENT

Pursuant to Minnesota Statutes, Sections 43A.21 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and the Department of Commerce (COMM or Requesting Agency).

1. **Services to be Performed:**

The enterprise employee recruitment unit will provide support to and on behalf of cabinet-level agencies in the areas of diversity recruitment, recruiting for key hard to fill positions, and talent pipeline programs.

**Authorized Agents:**

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

MMB: Kristin Batson, Deputy Commissioner – Enterprise Employee Relations, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, [kristin.batson@state.mn.us](mailto:kristin.batson@state.mn.us), 651-259-3816.

COMM: Anne O’Connor, Deputy Commissioner, or their successor designated by the Commissioner, 85 Seventh Place East, St. Paul, MN 55101 [anne.oconnor@state.mn.us](mailto:anne.oconnor@state.mn.us) 651-539-1442.

2. **Consideration and Terms of Payment:**

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

**TOTAL COST: \$8,935**

You will receive an annual invoice from MMB in August 2021. This invoice should be paid within 30 days of receipt.

3. **Term of Agreement:**

This agreement is effective August 10, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

4. **Amendments:**

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

**Approval:**

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: 8/5/21 - SC# 198350 - FY22 PO# 3-14668

**2. Department of Commerce**

By: \_\_\_\_\_

(With delegated authority)

Title: Administrative Services Director/CFO

Date: 08/05/2021

**3. Minnesota Management and Budget**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

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



**MAD Project Number: 2022-054**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Commerce

MAD Contact: Renda Rappa

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

Agency: Department of Commerce	Fiscal Year: FY2022	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$27,000.00		Amount of Contract First FY:
Category Code: 80101500	Category Code:	Category Code:
Account: 670011	Account:	Account:
Amount: \$27,000.00	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 3000	Fund:	Fund:
Appr: B132	Appr:	Appr:
Fin Dept ID: B1336483	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$27,000.00	Amount:	Amount:

Processing Information: (Some entries may not apply.)

Begin Date: 9/17/21

End Date: 12/31/21

Contract: 200804 / 3-14760 / 9-17-21  
 Number/Date/Entry Initials

Order: Carla Collins  
 Number/Date/Signatures

Digitally signed by Carla Collins  
 Date: 2021.09.17 08:37:07  
 -05'00'

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

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

**1. Services to be Performed:**

The Division agrees that through its Master Contract with The MACRO GROUP, Inc. it will sub-contract with The MACRO GROUP, Inc. to provide the services identified in Exhibit A, which is attached and incorporated into this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: Renda Rappa                      Requesting Agency: Commerce.

**3. Consideration and Terms of Payment:**

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

Up to 250 hours at a rate of \$100/hour for Business Analysis services as identified in Exhibit A for services provided by The MACRO GROUP, Inc. and up to \$2,000.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$27,000.00.

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

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

**4. Condition of Payment:**

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

**5. Effective Dates:**

This agreement is effective Upon execution, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.



**6. Termination:**

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

**7. Requesting Agency’s Authorized Representative:**

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

**8. Interagency Agreement Authorization:**

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

**9. Amendments:**

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

**10. State Audit:**

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

**11. Liability:**

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

**Approved:**

1. Requesting Agency	2. Management Analysis and Development
By: <b>Tim Jahnke</b> <small>Digitally signed by Tim Jahnke Date: 2021.10.04 13:50:43 -05'00'</small> Title: <b>Administrative Services Director/CFO</b> Date:	By: Title: Date:



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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Pursuant to Minnesota Statutes, Sections 471.59, 4.045, and 16A.055, this is an agreement between Minnesota Management and Budget (MMB) and the Department of Commerce (COMM or Requesting Agency).

**1. Services to be Performed:**

The Office of Inclusion will lead the development and implementation of proactive diversity, equity, and inclusion programs which will support the State's diversity and inclusion strategic plan. The Office of Inclusion will also provide strategic guidance and direction across the enterprise and support the Governor's Diversity, Inclusion, and Equity Council.

**Authorized Agents:**

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

MMB: Chris Taylor, Chief Inclusion Officer, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, [chris.taylor@state.mn.us](mailto:chris.taylor@state.mn.us), 651-201-3453.

COMM: Anne O'Connor, Deputy Commissioner, or their successor designated by the Commissioner, 85 Seventh Place East, St. Paul, MN 55101 [ann.oconnor@state.mn.us](mailto:ann.oconnor@state.mn.us) 651-539-1442.

**2. Consideration and Terms of Payment:**

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

**TOTAL COST: \$3,993.00**

You will receive an annual invoice from MMB in October 2021. This invoice should be paid within 30 days of receipt.

**3. Term of Agreement:**

This agreement is effective October 12, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

**4. Amendments:**

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

**Approval:**

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Carla Collins Digitally signed by Carla Collins  
Date: 2021.10.06 17:17:58 -05'00'

Date: 10/6/21 / SC# 201931 / FY22 PO# 3-14799

**2. Department of Commerce**

By: Tim Jahnke Digitally signed by Tim Jahnke  
Date: 2021.10.08 09:38:57 -05'00'  
(With delegated authority)

Title: \_\_\_\_\_

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

**3. Minnesota Management and Budget**

By: \_\_\_\_\_  
(with delegated authority)

Title: Chief Financial Officer

Date: 10-11-2021

**AMENDMENT #1 to INTERAGENCY AGREEMENT  
for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES  
AGREEMENT NUMBER 2022-087**

**WHEREAS**, the State of Minnesota, **Department of Commerce**, has an interagency agreement identified as **2022-083 (SWIFT 202412, PO 3-14823)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

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

**5. Effective Dates:**

This agreement is effective Upon Execution, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2022~~ December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By:  Title:  Date:	By:  Title:  Date:

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# Proposal

Minnesota Department of Commerce —  
Mental Health Parity in Insurance Coverage  
October 12, 2021

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**Proposal prepared by:**

Barbara Deming

Barbara.Deming@state.mn.us

## **Acting Enterprise Director**

Beth Bibus

### **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

### **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

### **Alternative Formats**

To request a reasonable accommodation and/or alternative format of this document, contact us at [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us) or [accessibility.mmb@state.mn.us](mailto:accessibility.mmb@state.mn.us).

# Background

The Minnesota Department of Commerce shares responsibility for regulating parity in insurance coverage for mental health among several Commerce Divisions and with the Minnesota Department of Health. The Commerce Deputy Commissioner of Insurance has asked Management Analysis and Development (MAD) to assist the partners in this effort with building their capacity to work together in ensuring equitable access to mental health insurance coverage across Minnesota.

## Products

MAD consultants would work with leadership and staff of the relevant agencies to identify priority areas for enhanced coordination, and facilitate their work together to identify improvement opportunities within those priority areas.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be October 25, 2021 (or when the interagency agreement is signed) through June 30, 2022. If the interagency agreement is not signed by October 25, 2021, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table below outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget and timeline.

Activities	Hours
<p>1. <b>Identify priority areas:</b> Meet with leadership team including Commerce Insurance and Enforcement divisions, plus MDH counterpart(s) to identify areas of shared work (focus areas) that they would like to address as a part of this project, based on priorities identified in IMPAQ recommendations and/or other sources. For each focus area this group would identify:</p> <ul style="list-style-type: none"><li>a. Desired outcome</li><li>b. Brief description of the situation – relevant history, why do we care, what works, what is the desired future state?</li><li>c. People to include in focus-area work groups</li><li>d. Timeline</li></ul> <p><i>Plan, facilitate and document 2 2.5-hour meetings</i></p> <p><i>November - December 2021</i></p>	30
<p>2. <b>Organize work groups:</b> Work with client to identify team members, schedule meetings, collect and share relevant information materials, etc.</p>	30
<p>3. <b>Plan and facilitate work groups:</b> Design and facilitate up to 3 work groups to explore possibilities and develop products in the project areas identified in</p>	105

Activities	Hours
<p>Step 1 (3-5 meetings/work group, up to 3 hours/meeting). Work group meetings would likely involve:</p> <ul style="list-style-type: none"> <li>a. Reviewing project charter (statement of work group purpose, expected outcomes, scope of authority, work group member expectations, communications protocols, timeline) and confirming agreement</li> <li>b. Creating shared understanding of the focus area, including each person's/group's role</li> <li>c. Exploring focus-area-related issues and developing proposals for change</li> <li>d. Drafting products for review by/discussion with partners whose work intersects with the focus area (and potentially meeting with those partners)</li> <li>e. Developing work group products and planning for implementation/next steps</li> </ul> <p><i>Up to five 2.5-hours meetings/each for up to three work groups</i> <i>December 2021 – April/May 2022</i></p>	
<p>4. <b>Leadership updates and feedback:</b> Communicate with leadership team to review work group progress, adjust processes if needed, review and solicit feedback on draft products, and build shared understanding of/provide guidance for the work as it unfolds.</p> <p><i>Up to three meetings</i> <i>December 2021 – May 2022</i></p>	18
<p>5. <b>Provide a summary report</b> outlining work group accomplishments to date and ongoing efforts</p> <p><i>Draft summary report, meet with client to discuss, and provide revised/final report</i> <i>May 2022</i></p>	40
Subtotal	223
Project management, including client communication (18%)	40
<b>Total hours</b>	<b>263</b>
<b>Total costs (total hours times \$140, plus expenses)</b>	<b>\$36,820</b>

## Clients and Consultants

The primary client contact would be Deputy Commissioner Julia Dreier. The MAD project lead would be Barb Deming; other MAD consultants would also provide services to the client.

## **Client Responsibilities**

The client would provide names and contact information for the leadership group and working groups, and assist with scheduling as needed.

## **Data Practices**

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

## **Billing and Cost Calculations**

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



**MAD Project Number: 2022-087**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Department of Commerce

MAD Contact: Barbara Deming

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$36,820.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 1000	Fund:	Fund:
Appr: B136000	Appr:	Appr:
Org/Sub: B1334293	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$36,820	Amount:	Amount:

Processing Information: (Some entries may not apply.)    Begin Date: 10/15/21    End Date: 6/30/22

Contract: SC# 202412/10-15-21/CC  
 Number/Date/Entry Initials

Order: FY22 PO# 3-14823/10-15-21/  
 Number/Date/Signatures

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

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



**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: Barbara Deming      Requesting Agency: Julia Dreier

**3. Consideration and Terms of Payment:**

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

Up to 263 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. If the rate increases during the time period of this agreement, MAD will work with the client if needed to rescope the activities or amend the agreement to increase the encumbrance consistent with the new rate. The total amount the Division will invoice under this agreement shall not exceed \$36,820.00.

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

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

**4. Condition of Payment:**

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

**5. Effective Dates:**

This agreement is effective Upon Execution, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

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

**7. Requesting Agency’s Authorized Representative:**

The Requesting Agency’s authorized agent for the purposes of this agreement is Julia Dreier. This person shall have final authority for accepting the Division’s services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

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

**9. Amendments:**

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


**10. State Audit:**

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

**11. Liability:**

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

**Approved:**

1. Requesting Agency	2. Management Analysis and Development
By: Title: Date:	By: Title: Renda E Rappa Date: 2021.10.13 07:31:01 -05'00'  Digitally signed by Renda E Rappa

**STATE OF MINNESOTA  
ENCUMBRANCE WORKSHEET**

<b>AWARDEE INFORMATION</b>  MN Management & Budget - Management Analysis & Development 658 Cedar Street, Room 300 Centennial Office Building St. Paul, MN 55155  Beth Bilbus, Assistant Director	\$19,845.00	Vendor ID: G100000000_001	
	\$24,948.00	Federal ID: 41-6007162	FY: 2022
		State ID: 9000001	Type: IA
			MC:
		Kellye Rose	651-539-1852

<b>ENCUMBRANCE INFORMATION</b>		<b>ORIGINAL SETUP</b>	
<b>SWIFT Accounting Information</b>		Effective Date	<b>10/28/2021</b>
Contract ID:		Expiration Date	<b>06/30/2022</b>
PO:		Amend 1	IA Clause 1, Expand scope of work; IA Clause 3, Increase hours/Add to budget
Account:		Amend 2	
UNSPSC:		Amend 3	

<b>FY FUNDING BREAKDOWN</b>			
1 <sup>st</sup> FY (2022)	\$19,845.00 <u>\$24,948.00</u>	FY 2020: -	3 <sup>rd</sup> FY (2024) \$ FY 2022: -
2 <sup>nd</sup> FY (2023)	0.00	FY 2021: -	4 <sup>th</sup> FY (2025) \$ FY 2023: -
Awardee Match	0.000000 %	\$ 0.00	Total Project Cost <del>\$19,845.00</del> <u>\$24,948.00</u>

	Total (\$)	Compensation (\$)	Travel (\$)
Original Award	\$19,845.00	\$19,845.00	0.00
Previous Amendments	0.00	0.00	0.00
Current Amendment	\$5,103.00	\$5,103.00	0.00
Revised Total	<u>\$24,948.00</u>	<u>\$24,948.00</u>	0.00

**Current Amendment Funding = \$ 0.00**

Fund - FinDept - Approp - Project - Activity	Compensation (\$)	Travel (\$)
<b>AMENDMENT TOTAL</b>	5,103.00	0.00

**Total Award Funding**

Fund - FinDept - Approp - Project - Activity	Compensation (\$)	Travel (\$)
<b>TOTAL</b>	<u>\$24,948.00</u>	0.00
3000 - B1331575 - B132500 - B13WAP10A - TNTA	\$19,845.00	0.00
3000 - B1331575 - B132500 - B13WAP10A - TNTA	\$5,103.00	

Legislation:



## AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2022-085

WHEREAS, the State of Minnesota, Department of Commerce – Weatherization Assistance Program, has an interagency agreement identified as **2022-085 (SWIFT Contract: 202815, Order: 3-148383)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) 1 & 3 the original agreement shall be amended to read:

### 1. Services to be Performed:

The Division agrees that through its Master Contract with Alliant Consulting, Inc. the Division will sub-contract with Alliant Consulting, Inc. to provide the services identified in Exhibit A, which is attached and incorporated as part of this contract.

In addition, Alliant Consulting will provide the services identified below:

- Schedule and send meeting invite for Jan 21 mtg
- prep slides for each subgroup Jan 7th meeting
- Schedule Zoom meeting for Jan 7th mtg including breakout groups Prep subgroup Co-leads on Zoom functionality for Jan 7th mtg Modify table and content from previous mtgs for SG1 recs
- Email and prep U of M researchers for Feb 4th mtg
- Jan 3 planning meeting + prep and notes
- Jan 4th planning meeting + prep and notes
- Jan 7th WAP mtg + prep, debrief and notes
- Planning meeting for Jan 21st WAP meeting
- Jan 21st WAP mtg + pre, debrief and notes
- Planning meeting for Feb 4th WAP meeting
- Feb 4th WAP mtg + pre, debrief and notes
- Draft initial WAP Working Group final report template and structure format Draft initial Intro and background text for final report
- Any other report edits, email reminders, etc.

### 3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division according to the terms in the work order according to the following budget as described in the attachments:

Up to ~~405~~ 132 hours at a rate of \$175.00 per hour for services provided by Alliant Consulting, Inc. as identified in Exhibit A. The Division will also invoice up to ~~\$1,470.00~~ \$1,848.00 for contract management

as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$19,845.00~~ \$24,948.00.


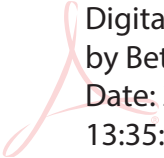
Contract management fees (8%, in addition to Contractor's fee, capped at \$8,000) cover costs for MAD to manage the contractor, contract, invoicing, and payments to the contractor. The requesting agency will coordinate with MAD about concerns or questions regarding contract management, service standards, or performance of the contractor duties outlined. The requesting agency is responsible for determining that the contractor duties are completed and meet the expectations as laid out in this agreement before contractor invoices are paid.

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

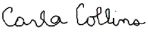
Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

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

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
<p>DocuSigned by:              6F557658A468499...            Title: Admin Services Director/CFO            Date: 1/12/2022</p>	<p>By:              Title: <b>Beth Bibus</b>            Date: Digitally signed by Beth Bibus            Date: 2021.12.28 13:35:54 -06'00'</p>

Encumbrance Verification:

DocuSigned by:  
  
 0EAAB561D3244F4...  
 Date: 1/12/2022

**From:** Toni Malanaphy-Sorg <[toni@alliantconsulting.com](mailto:toni@alliantconsulting.com)>  
**Sent:** Tuesday, December 21, 2021 3:55 PM  
**To:** Gransee, Michelle (COMM) <[michelle.gransee@state.mn.us](mailto:michelle.gransee@state.mn.us)>  
**Cc:** Lea Bittner-Eddy <[Lea@alliantconsulting.com](mailto:Lea@alliantconsulting.com)>  
**Subject:** Alert on hours used and needed to support the WAP Legislative Recommendations Work Group

**This message may be from an external email source.**

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Hi Michelle,

I hope you are enjoying your Holiday time off. You deserve a break as much as anyone I know!

I don't wish for you to take any action on this while you are on vacation, and you may decide not to take any action in any case, but I wanted you to know that as of this week, we will not be invoicing any more hours for the support of the work group. We will continue to fulfill our commitment to support the team meetings and the recommendations report, but because of the extra planning meetings, meeting scheduled, and the need to provide three facilitators for the breakout sessions, we have spent more time than planned at this juncture.

Going forward, Lea should be able to facilitate and take notes without a second note-taker, and we do not anticipate breakout sessions requiring extra facilitators. Lea has provided a projection of the hours she will need to spend through the engagement's end date (see below), and if there is a way to add hours to the contract to cover this time that would be appreciated. However, I commit that we will see this through in a quality way, regardless. We can discuss this when you return and determine the best path forward.

We have enjoyed the partnership on this engagement as we did on the last, and laud your commitment to doing the work in a quality way.

Have a great holiday and we look forward to seeing you in the New year!

Toni

**Toni Malanaphy-Sorg**  
**President, CEO**  
**Alliant Consulting, Inc.**  
 555 7th Street West, Suite 101  
 Saint Paul, MN 55102  
 Office: 651-291-0607  
 Cell: 612-991-8097  
[toni@alliantconsulting.com](mailto:toni@alliantconsulting.com)

WAP Projected Work Activity	Time Est -Hours
Schedule and send meeting invite for Jan 21 mtg	0.25
prep slides for each subgroup Jan 7 <sup>th</sup> meeting	0.5
Schedule Zoom meeting for Jan 7th mtg including breakout groups	0.50
Prep subgroup Co-leads on Zoom functionality for Jan 7 <sup>th</sup> mtg	0.50
Modify table and content from previous mtgs for SG1 recs	1.00
Email and prep U of M researchers for Feb 4 <sup>th</sup> mtg	0.25
Jan 3 planning meeting + prep and notes	1.50
Jan 4 <sup>th</sup> planning meeting + prep and notes	1.50
Jan 7 <sup>th</sup> WAP mtg + prep, debrief and notes	3.00
Planning meeting for Jan 21 <sup>st</sup> WAP meeting	1
Jan 21 <sup>st</sup> WAP mtg + pre, debrief and notes	3.00

Planning meeting for Feb 4 <sup>th</sup> WAP meeting	1.00
Feb 4 <sup>th</sup> WAP mtg + pre, debrief and notes	3.00
Draft initial WAP Working Group final report template and structure format	1.00
Draft initial Intro and background text for final report	1.00
Any other report edits, email reminders, etc.	8.00
	<b>27.00</b>
	<b>@\$175/hour, \$4,725.00</b>



**STATE OF MINNESOTA  
ENCUMBRANCE WORKSHEET**

<b>AWARDEE INFORMATION</b>		\$19,845.00	Vendor ID: G100000000_001	
MN Management & Budget - Management Analysis & Development 658 Cedar Street, Room 300 Centennial Office Building St. Paul, MN 55155			Federal ID: 41-6007162	FY: 2022
Beth Bilbus, Assistant Director			State ID: 9000001	Type: IA
				MC:
			Kellye Rose	651-539-1852
<b>ENCUMBRANCE INFORMATION</b>			<b>ORIGINAL SETUP</b>	
<b>SWIFT Accounting Information</b>			Effective Date	<b>10/28/2021</b>
Contract ID:	202815		Expiration Date	<b>06/30/2022</b>
PO:	3000014838		Amend 1	
Account:			Amend 2	
UNSPSC:			Amend 3	
<b>FY FUNDING BREAKDOWN</b>				
1 <sup>st</sup> FY (2022)	\$19,845.00	FY 2020: -	3 <sup>rd</sup> FY (2024)	\$ FY 2022: -
2 <sup>nd</sup> FY (2023)	0.00	FY 2021: -	4 <sup>th</sup> FY (2025)	\$ FY 2023: -
Awardee Match	0.000000 %	\$ 0.00	Total Project Cost	\$19,845.00

	Total (\$)	Compensation (\$)	Travel (\$)
Original Award	\$19,845.00	\$19,845.00	0.00
Previous Amendments	0.00	0.00	0.00
Current Amendment	0.00	0.00	0.00
Revised Total	\$19,845.00	\$19,845.00	0.00

**Current Amendment Funding = \$ 0.00**

Fund - FinDept - Approp - Project - Activity	Compensation (\$)	Travel (\$)
<b>AMENDMENT TOTAL</b>	0.00	0.00

**Total Award Funding**

Fund - FinDept - Approp - Project - Activity	Compensation (\$)	Travel (\$)
<b>TOTAL</b>	\$19,845.00	0.00
3000 - B1331575 - B132500 - B13WAP10A - TNTA	\$19,845.00	0.00

Legislation:



## MAD Project Number: 2022-085 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of Commerce – Weatherization Assistance Program MAD Contact: Renda Rappa

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

Agency: Commerce	Fiscal Year: 2022	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$19,845.00	Amount of Contract First FY: \$19,845.00	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 3000	Fund:	Fund:
Apr: B132500	Apr:	Apr:
Fin Dept ID: B1331575	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: 19,845.00	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: 10/28/2021      End Date: 06/30/2022

Contract: SC# 202815/10-26-21/CC  
FY22 PO# 3-14838  
Number/Date/Entry Initials

Order: DocuSigned by:  
Carla Collins  
9EAA8561D3244F4  
10/26/2021      Number/Date/Signatures

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

This is an agreement between the Department of Commerce – Weatherization Assistance Program (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that through its Master Contract with Alliant Consulting, Inc. the Division will sub-contract with Alliant Consulting, Inc. to provide the services identified in Exhibit A, which is attached and incorporated as part of this contract.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: Renda Rappa Requesting Agency: Kellye Rose

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division according to the terms in the work order according to the following budget as described in the attachments:

Up to 105 hours at a rate of \$175.00 per hour for services provided by Alliant Consulting, Inc. as identified in Exhibit A. The Division will also invoice up to \$1,470.00 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$19,845.00.

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

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

**4. Condition of Payment:**

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

**5. Effective Dates:**

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until February 28, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

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

**7. Requesting Agency's Authorized Representative:**

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

**8. Interagency Agreement Authorization:**

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

**9. Amendments:**

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

**10. State Audit:**

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

**11. Liability:**

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

**Approved:**

<p><b>1. Requesting Agency</b></p> <p><i>Jim Jahnke</i> By: 6F557656A468499...</p> <p>Title: Admin Services Director/CFO</p> <p>Date: 10/26/2021</p>	<p><b>2. Management Analysis and Development</b></p> <p><i>Beth Bibus</i> By: EA727D97D98E411...</p> <p>Title: Director</p> <p>Date: 10/26/2021</p>
--	---



85 7th Place East, Suite 280  
St. Paul, Minnesota 55101  
[mn.gov/commerce/energy](http://mn.gov/commerce/energy)  
[energy.contracts@state.mn.us](mailto:energy.contracts@state.mn.us)

October 25, 2021

Dear Deputy Commissioner Ranade:

Enclosed for your review and signature are the following documents:

**Organization:** MMB-MAD  
**Interagency Agreement:** 202815  
**Project Manager:** Kellye Rose

**Total Value of Agreement:** \$19,845.00  
**Funding Source:** B1331575, WAP

**Project Title:**  
WAP Workgroup Facilitation (Alliant)

**Project Description:**  
Provide facilitation services for the Weatherization Assistance Program Legislative Recommendations Work Group consisting of 20+ members, for up to six meetings between October 2021 and February 2022, with the goal of delivering recommendations to the 2022 legislative session and positioning the program to effectively compete for federal funding if and as it becomes available.

**Action Requested:**

DocuSigned by:  
*Aditya Ranade*  
E2DA6675FB0B41E...

10/26/2021

Deputy Commissioner review & approval.

Total value of agreement exceeds \$5,000.00 – MN Department of Commerce Authorized signature required.

**Action Type:**

- New Interagency agreement (attachments included)**
  - Original RFP
  - Project summary/proposal
  - PT Certification form
  - PT or Grant Single Source Justification form
- Amendment # (changes included)**
  - Term: MM-DD-YYYY
  - Funds: added/reduced funding or revised budget
  - Duties: added/revised tasks and completion due dates
  - Other: updated Authorized Representative
- Federal Award Documentation**
  - Funding Opportunity - award application for submittal
  - Federal NFAA (Grant Contract) or NFAA Modification (Grant Amendment)
- Other**
  - Final Payment form
  - Evaluation form

If you have any questions, please contact SEO Manager Michelle Gransee or Project Manager Kellye Rose.

Please sign the amendment.

Denise Lindom  
Grants Specialist Intermediate

Enclosure

**STATE OF MINNESOTA**  
**INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.55 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and the Department of Commerce (COMM or Requesting Agency).

**1. Services to be Performed:**

MMB will provide the following services:

- Administration, maintenance, and upgrades for the Enterprise Learning Management system
- Enterprise employee engagement and inclusion survey, which is conducted every two years
- Post-survey follow-up coaching and support to agencies
- Annual required training and policy acknowledgements for all employees
- Continuation of LinkedIn Learning offered to 10,000 employees
- Development of other eLearning needed by the enterprise

**Authorized Agents:**

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

MMB: Kristin Batson, Deputy Commissioner – Enterprise Human Capital, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, [kristin.batson@state.mn.us](mailto:kristin.batson@state.mn.us), 651-259-3816.

COMM: Tim Jahnke, Deputy Commissioner, or their successor designated by the Commissioner, 85Seventh Place East, St. Paul, MN 55101 [tim.jahnke@state.mn.us](mailto:tim.jahnke@state.mn.us), 651-539-1501.

**2. Consideration and Terms of Payment:**

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

**TOTAL COST: \$8,857.00**

You will receive an annual invoice from MMB in November 2021. This invoice should be paid within 30 days of receipt.

**3. Term of Agreement:**

This agreement is effective November 16, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

**4. Amendments:**

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

**Approval:**

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Carla Collins Digitally signed by Carla Collins  
Date: 2021.11.12 08:09:59 -06'00'

Date: 11/12/21 - SC# 203816 - FY22 PO# 3-14871

**2. [Department of Commerce]**

By: Tim Jahnke Digitally signed by Tim Jahnke  
Date: 2021.11.15 10:23:40 -06'00'

(With delegated authority)

Title: \_\_\_\_\_

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

**3. Minnesota Management and Budget**

By: \_\_\_\_\_  
(with delegated authority)

Title: Chief Financial Officer

Date: 11-16-2021

## **MAD Project Number: 2022-126**

### **INTERAGENCY AGREEMENT**

### **for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: **Department of Commerce**

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**1. Services to be Performed:**

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

**2. Contacts:**

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

Management Analysis and Development: **Jessica Burke**

Requesting Agency: **Kamaria Kassim-Grigsby**

**3. Consideration and Terms of Payment:**

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

Up to **182** hours at a rate of \$140.00 per hour as documented by invoice prepared by MAD. If the rate increases during the time-period of this agreement, MAD will work with the client if needed to rescope the activities or amend the agreement to increase the encumbrance consistent with the new rate. The total amount MAD will invoice under this agreement shall not exceed **\$25,480.00**.



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

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

**4. Condition of Payment:**

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

**5. Effective Dates:**

**Upon execution**, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **June 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

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

**7. Requesting Agency's Authorized Representative:**

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

**8. Interagency Agreement Authorization:**

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

**9. Amendments:**

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

**10. State Audit:**

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

**11. Liability:**

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

**Approved:**

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

Signed \_\_\_\_\_

Date 12/21/21

SWIFT Contract: SC# 205298

SWIFT PO: FY22 PO# 3-14956

2. Requesting Agency

Signed **Tim Jahnke** Digitally signed by Tim Jahnke  
Date: 2021.12.21 15:54:09  
-06'00'

Date \_\_\_\_\_

3. Management Analysis and Development

Signed **Renda E Rappa** Digitally signed  
by Renda E Rappa  
Date: 2021.12.17  
12:04:35 -06'00'

Date \_\_\_\_\_

---

# Proposal

Department of Commerce — Employee Check-in Survey Update  
and Group Discussions  
December 7, 2021

---

**Proposal prepared by:**

Jessica Burke

[jessica.burke@state.mn.us](mailto:jessica.burke@state.mn.us)

Erica Klein

[erica.klein@state.mn.us](mailto:erica.klein@state.mn.us)

## **Enterprise Director**

Beth Bibus

### **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

### **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

### **Alternative Formats**

To request a reasonable accommodation and/or alternative format of this document contact us at 651-259-3800, [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us), or [accessibility.mmb@state.mn.us](mailto:accessibility.mmb@state.mn.us).

# Background

The Department of Commerce is interested in getting updated feedback on how employees are faring nearly two years after most transitioned to teleworking due to the coronavirus pandemic. Management Analysis and Development worked with Commerce leadership in 2020 and 2021 to conduct an employee check-in survey and follow-up group discussions to understand what was going well, where employees were struggling, and what the agency could do to help employees in the near term. Commerce would like to assess what, if anything, has changed for employees in the year since the original survey, and would like to again hear more detailed feedback from employees in group discussions.

Commerce contacted Management Analysis and Development (MAD) to ask for a proposal for the update to the check-in survey of employees, a presentation of the survey results to agency leadership, and several group discussions to get additional employee and manager/supervisor input on office space needs and the agency's diversity, equity, and inclusion efforts.

# Products

As a part of this project, MAD would develop and deliver the following products below:

- Development and administration of a short survey of all Commerce employees. The majority of the questions would be identical to the previous survey.
- A report with quantitative data analysis and a summary of themes from the open-ended survey questions, as well as any relevant comparisons to results from the 2020 Commerce Employee Check-in Survey.
- A presentation of survey results to agency leaders.
- A dashboard of survey results, comparing survey results (including pulse survey results, if that option is chosen).
- Up to four group discussions with groups comprised of employees or managers and supervisors.

# Activities, Timeline, and Project Costs

The overall timeline for this project would be December 20, 2021 (or when the interagency agreement is signed) through June 30, 2022. If the interagency agreement is not signed by December 17, 2021, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Project planning: Plan project, with input from Commerce leadership.	15

Activities	Hours
Plan and administer an update to the 2020 Commerce Employee Check-In Survey for Commerce employees (assumes most survey questions will be the same as 2020 survey questions). Activities in this estimate include: <ul style="list-style-type: none"> <li>• Reviewing 2020 survey questions to determine if any clarification is necessary, and if any questions should be added in collaboration with the client.</li> <li>• Creating and testing a SNAP survey</li> <li>• Developing communications related to survey (invite, FAQ, reminders, etc.).</li> <li>• Administering survey; addressing questions about survey from employees.</li> <li>• Analyzing quantitative data, including demographic and division data, where possible. MAD will use different methods so individuals cannot be identified by their responses. If fewer than 10 respondents from a team or demographic category participate in the survey, MAD will not report their results separately in order to maintain confidentiality.</li> <li>• Redact open-ended responses.</li> </ul>	60
Prepare a final survey report and present survey results to Commerce leadership.	35
Create an initial survey results dashboard, with results from 2020, 2021 and employee engagement surveys (assumes creation of a new dashboard).	30
Plan, schedule and administer up to four 1.5-hour group discussions (assumes three groups of up to 10 for employees and one group of up to 10 for managers and supervisors).	35
<b>Subtotal</b>	<b>175</b>
Project management, including client communication (18%)	32
<b>Total hours</b>	<b>207</b>
<b>Hours to be used from existing MAD project (2021-104)</b>	<b>25</b>
<b>Total hours for new agreement</b>	<b>182</b>
<b>Total additional costs (total hours times \$140)</b>	<b>\$25,480</b>

## Clients and Consultants

The primary client contact would be Kamaria Kassim-Grigsby. The MAD project lead would be Jessica Burke; Erica Klein and other MAD consultants would also provide services to the client.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is

private data. Client staff would not be present at interviews or groups discussions, and would not have access to any data that identifies individuals.

## **Billing and Cost Calculations**

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



## MAD Project Number: 2022-158

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Commerce**

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#### 1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **The Improve Group** (Contractor) it will sub-contract with the Contractor to provide the services identified in Exhibit A, which is attached and incorporated into this agreement.

#### 2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: **Renda Rappa** Requesting Agency: **Michael Schmitz**

#### 3. Consideration and Terms of Payment:

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

The Contractor will be paid up to **\$25,080** in accordance with the deliverables and costs identified in Exhibit A, as documented by invoice prepared by MAD. MAD will also invoice up to **\$2,006** for contract management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$27,086**.

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

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



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

**4. Condition of Payment:**

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

**5. Effective Dates:**

**Upon execution**, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **June 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

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

**7. Requesting Agency's Authorized Representative:**

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

**8. Interagency Agreement Authorization:**

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

**9. Amendments:**

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

**10. State Audit:**

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

**11. Liability:**


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

**12. Contractor Monitoring:**

Requesting Agency is responsible for any monitoring of the Contractor's performance of the services in clause 1 of this agreement, including but not limited to monitoring Contractor's compliance with HR/LR Policy #1446, COVID-19 Proof of Vaccination and Testing.

**Approved:**

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

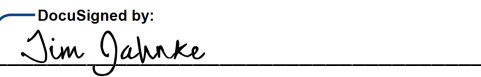
Signed  \_\_\_\_\_  
DocuSigned by:  
0EAAB561D3244F4...

Date 2/23/2022

SWIFT Contract: SC# 207983

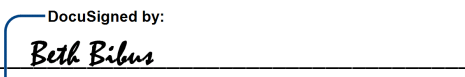
SWIFT PO: FY22 PO# 3-15123

Requesting Agency

Signed  \_\_\_\_\_  
DocuSigned by:  
6F557658A468499...

Date 2/23/2022

2. Management Analysis and Development

Signed  \_\_\_\_\_  
DocuSigned by:  
EA727D97D96E411...

Date 2/23/2022

## Exhibit A - Proposed Workplan by Phases

Description	Dept. of Commerce Responsibilities	Deliverables	Anticipated Timeframe <sup>1</sup>	Cost
<b>Inception &amp; Kick-Off</b>				
<p>The Improve Group (IG) will begin this phase by assembling our team and doing a close review of the program documents and any existing reports from the currently-in-progress program stakeholder input process.</p> <p>We will facilitate an initial kick-off meeting between IG and project contacts from the Department of Commerce. At this meeting we will begin to build relationships, establish project roles, and confirm project goals and preferences for working together. We will also begin discussions about what existing program data is available, including how it will guide our action planning, and any existing gaps in information.</p>	<ul style="list-style-type: none"> <li>• Share program documents</li> <li>• Attend kickoff meeting</li> <li>• Determine stakeholders to include in workshops</li> </ul>	<ul style="list-style-type: none"> <li>• Kick-off meeting agenda and notes</li> </ul>	February 14 – March 11, 2022	\$2,660
<b>Emerging Findings Workshop</b>				
<p>By April of 2022, we expect all information from the currently-in-progress program stakeholder input process to be available. IG and Department of Commerce will review the corresponding information and reports. Afterwards, IG will facilitate an initial Emerging Findings Workshop with the Department of Commerce team. This workshop will build on the conversations from the kick-off meeting, while layering in deeper reflection, and beginning the crafting of possible actions or recommendations that the data may be pointing towards or away from. This meeting will also help to identify information that may be missing from existing stakeholder feedback. Finally, we may begin conversations around prioritization criteria that will be used to guide future actions.</p>	<ul style="list-style-type: none"> <li>• Review and provide input into the meeting agenda</li> <li>• Attend the Emerging Findings Workshop</li> </ul>	<ul style="list-style-type: none"> <li>• Emerging Findings Workshop agenda, facilitation, and conversation summary</li> </ul>	March 14 – April 8, 2022	\$4,940
<b>Action Planning Workshop</b>				
<p>The second workshop will be focused on action planning. IG and the Department of Commerce will build from the conversations about possible action steps and recommendations from the Emerging Findings Workshop and, in this workshop, gain a fuller understanding of what the options are, as well as the implications of each. We will begin to apply prioritization criteria.</p>	<ul style="list-style-type: none"> <li>• Review and provide input into the meeting agenda</li> <li>• Attend the Action Planning Workshop</li> </ul>	<ul style="list-style-type: none"> <li>• Action Planning Workshop agenda, facilitation, and conversation summary</li> </ul>	April 11 – May 6, 2022	\$4,180

<sup>1</sup> Please note that including additional options noted at the end of the table may shift anticipated timelines.

Description	Dept. of Commerce Responsibilities	Deliverables	Anticipated Timeframe <sup>1</sup>	Cost
<b>Service Provider Input</b>				
We recommend including at least one round of input from service providers, as the list of possible paths forward is developed and prioritized. Depending on preferences, this could happen either after the Emerging Findings Workshop (when options are more of a draft version) or following the Action Planning Workshop (when options are more refined). We recommend either a series of individual or group interviews, or an input workshop to gather feedback on draft action items.	<ul style="list-style-type: none"> <li>• Provide service provider contact information from a variety of providers</li> <li>• Make introductions to The Improve Group</li> </ul>	<ul style="list-style-type: none"> <li>• Facilitation of input, synthesis report of feedback</li> </ul>	TBD	\$5,700
<b>Final Consensus-Building Workshop</b>				
The third and final workshop will focus on coming to consensus on the preferred path forward. IG will facilitate a workshop with the Department of Commerce Team; service providers may be included as well, depending on preferences and time. The purpose of this workshop will be to finalize priority action areas, come to clarity on their structure, and weigh the implications for different stakeholders.	<ul style="list-style-type: none"> <li>• Review and provide input into the meeting agenda</li> <li>• Attend the Consensus-Building Workshop</li> </ul>	<ul style="list-style-type: none"> <li>• Consensus-Building Workshop agenda, facilitation, and conversation summary</li> </ul>	May 9 – June 3, 2022	\$4,180
<b>Workshop Documentation</b>				
Throughout our work together, IG will document conversations in workshop summary reports. As a final step we will compile all project documents into a process, with a summary of final decisions and next steps.		<ul style="list-style-type: none"> <li>• Workshop documentation packet</li> </ul>	June 6 – June 20, 2022	\$950
<b>Ongoing Project Management</b>				
We recommend one or two representatives from the Department of Commerce participate in regular project management check-ins with IG. This sub-team will be structured around regular meetings between workshops to debrief previous conversations and help weigh the options for the next meetings' agendas. This will help to make sure conversations during workshops are aligned with project goals, and expectations on project timelines are being met.	<ul style="list-style-type: none"> <li>• Attend team management meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Facilitate team management meetings</li> </ul>	Ongoing	\$2,470
<b>Subtotal</b>				\$25,080

Description	Dept. of Commerce Responsibilities	Deliverables	Anticipated Timeframe <sup>1</sup>	Cost
<b>Additional options</b>				
<p><b>Supplemental Data Collection</b></p> <p>This plan leans heavily on findings from the currently-in-progress program stakeholder input process to guide decision-making. However, as conversations evolve, we may uncover needs for additional data collection to inform action-planning. While the plan above includes one round of input from service providers, additional conversations may be warranted. We may also choose to leverage a literature review when generating possible action steps, by reviewing approaches taken by other states that may result in equitable use of services.</p>	TBD	TBD	As needed	TBD
<p><b>Additional Team Support or Processing Workshop(s)</b></p> <p>As we work through the proposed workshop series, we are aware that unexpected areas for further inquiry or discussion may arise. If we encounter this instance, additional planning and consultation time, and/or processing workshops may be scheduled, as needed.</p>	<ul style="list-style-type: none"> <li>Review and provide input into the meeting agenda</li> <li>Attend additional workshop</li> </ul>	<ul style="list-style-type: none"> <li>Prepare the workshop agenda, facilitate the workshop, and prepare a conversation summary</li> </ul>	As needed	TBD

## STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

Contract information		
Agency: <b>Department of Commerce</b>		SWIFT Contract Number: <b>208316</b>
Purchase Order Number: <b>15143</b>		FY22 PO# 3-15143 / FY23 PO# 3-15825
Fiscal Year: 2023		
Total Amount of Contract: \$ 80,999.00		
Account Code: 411552 (Grant - Interagency) 411552		
Contract Start Date: 03/01/2022		
Contract Expiration Date: <del>06/30/2022</del> <u>09/30/2022 Amendment 1</u>		
Accounting information		
Distribution Narrative (if needed): Amendment 1 extends until Sep 30, 2022 and adds funds		
Distribution 1	Distribution 2	Distribution 3
Fund: 3000	Fund:	Fund:
FInDept ID: B1336485		
Approp ID: B132401		
Amount: \$ <del>75,482.00</del> <u>80,999</u>	Amount:	Amount: \$
Contractor information		
Contractor Name and Address: MMB - Management Analysis and Development		
Contractor's Social Security No. or Federal Employer ID No.:		
Contractor's Minnesota Tax ID No. (if applicable): GI00000000, Location 001		

**This Page Contains Private Data  
Do Not Circulate**

**DO NOT REPRODUCE OR DISTRIBUTE EXTERNALLY WITHOUT EXPRESS  
WRITTEN PERMISSION OF THE CONTRACTOR.**



## **AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2022-174**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Commerce**, has an interagency agreement identified as **SWIFT Contract 208316, PO: 3-15143** with Minnesota Management and Budget, Management Analysis and Development (MAD), for consulting services; and

**WHEREAS**, the Requesting Agency and MAD agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **1, 3 & 5** the original agreement shall be amended to read:

### **1. Services to be Performed:**

Management Analysis and Development (MAD) agrees that through its Master Contract with **The Improve Group** (Contractor) it will sub-contract with the Contractor to provide the services identified in Exhibit A and Exhibit B, which ~~is~~ are attached and incorporated into this agreement.

### **3. Consideration and Terms of Payment:**

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

The Contractor will be paid up to ~~\$69,895~~ **\$74,999** **in accordance with the deliverables, costs and rates identified in Exhibit A and Exhibit B**, as documented by invoice prepared by MAD. MAD will also invoice up to ~~\$5,592~~ **\$6,000** for contract management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed ~~\$75,487~~ **\$80,999**.

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

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

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

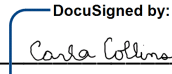
**5. Effective Dates:**

**Upon execution**, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **June September 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

**APPROVED:**

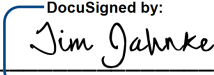
- 1. State Encumbrance Verification  
(Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05)

Signed  \_\_\_\_\_  
DocuSigned by:  
0EAAB561D3244F4...  
 Date 6/29/2022

SWIFT Contract: SC# 208316

SWIFT PO: FY22 PO# 3-15143 / FY23 PO# 3-15825

- 2. Requesting Agency

Signed  \_\_\_\_\_  
DocuSigned by:  
6F557658A468499...  
 Date 6/29/2022

- 3. Management Analysis and Development

Signed **Marian Potter** \_\_\_\_\_  
 Date \_\_\_\_\_  
 Digitally signed by Marian Potter  
 Date: 2022.06.28 11:04:13 -05'00'



## EXHIBIT A

### WORKPLAN: ACTIVITIES, TIMELINE & BUDGET

In the table below, we have outlined the different areas of the work, specific activities to move the work forward, as well as a timeline and budget estimate. As you read through our relevant experience section below, you will also get a sense of how we will do this work through some examples of similar past projects.

Phase	Activities	Timeline	Estimate
<b>Inception</b>	<ul style="list-style-type: none"> <li>Kick-off meeting: We will host a kick-off meeting with the Department to clarify and refine the scope and purpose of this work, understand roles and responsibilities, establish key contacts, and confirm a communication and meeting schedule and expectations around deliverables.</li> <li>Inception meeting: prepare for and host meeting with CBO grantees and the Department; includes discussion of the purview of the Department (e.g., not rates) and possible avenues to handling topics outside the purview</li> </ul> <p><b>Client Responsibilities:</b> attend kick-off meeting; provide contact information for CBO grantees</p> <p><b>Deliverables:</b> Meeting agendas</p>	March 1 – March 15	\$3,353
<b>Design</b>	<ul style="list-style-type: none"> <li>Research collaborative frameworks</li> <li>Interviews: design protocols for 1:1 interviews with CBO grantees (identify communities represented, community needs and interests, understand desired level of participation, note who will represent the CBO and/or proxies, etc.); schedule interviews</li> <li>Workshops: design protocols for each workshop based on input from interviews; schedule workshops</li> <li>Project Management: status update meetings with Department; internal coordination</li> </ul> <p><b>Client Responsibilities:</b> Review protocol tools and provide feedback; attend status update meetings</p> <p><b>Deliverables:</b> interview and workshop protocols</p>	March 10 – March 31	\$12,745
<b>Interviews &amp; Workshops</b>	<ul style="list-style-type: none"> <li>Interviews <ul style="list-style-type: none"> <li>Conduct 10-12 interviews with CBO grantees</li> <li>Profiles: create profile of each organization that captures their reasons for participation, their hopes for the collaborative, a sense of their constituencies, their policy areas of interest, their level of desired engagement in the CEC, who will</li> </ul> </li> </ul>	March 15 – June 15	\$32,255

	<p>represent their organization, proxies for those unavailable to participate, and their preferred way to engage</p> <ul style="list-style-type: none"> <li>○ Gaps: from the interviews, identify gaps in representation; discuss with Department and consider ways to fill with other organizations</li> <li>● Workshops             <ul style="list-style-type: none"> <li>○ Prepare for and conduct 6 workshops with CBO grantees to understand how they want to work, their priorities, etc.</li> <li>○ Workshops with CBOs determine best methods for gathering community needs and interests around energy issues.</li> <li>○ The format and structure of the workshops will be adapted based on the input during the interviews and there will likely be an asynchronous options to ensure full and comfortable participation</li> <li>○ Share research on Collaboration Frameworks during 1<sup>st</sup> workshop; facilitate members through selection of a framework or ways to modify and adapt for CEC</li> <li>○ Document: capture notes and summarize data for the group; documentation will be available for future new members of CEC to aide in their understanding of how and why a certain framework was chosen</li> </ul> </li> <li>● Project management: status update meetings with Department; internal coordination</li> </ul> <p><b><i>Client Responsibilities:</i></b> Attend status update meetings; attend and prepare content for workshops, where appropriate</p> <p><b><i>Deliverable:</i></b> Notes from workshops</p>		
<p><b>Analysis</b></p>	<ul style="list-style-type: none"> <li>● Analysis: organize, analyze and synthesize notes from interviews and workshops</li> <li>● Follow-up: conduct any necessary follow-up and integrate asynchronous feedback</li> <li>● Emerging Findings: prep and host emerging findings meeting with Department</li> <li>● Draft CEC Framework: prep and host meeting with CBO grantees on initial CEC framework</li> <li>● Project management: status update meetings with Department; internal coordination</li> </ul> <p><b><i>Client Responsibilities:</i></b> Attend emerging findings meeting and provide feedback on draft CEC framework; attend meeting with CBO grantees; attend status update meetings</p>	<p>March – June 15</p>	<p>\$14,317</p>

	<b><i>Deliverable: Draft CEC framework</i></b>		
<b>Reporting / Sharing</b>	<ul style="list-style-type: none"> <li>Final Report: compile all the CBO profiles, workshop notes, and final CEC framework</li> <li>Revise, incorporate feedback, and finalize</li> <li>Project management: status update meetings with Department; internal coordination; project close-out meeting</li> </ul> <p><b><i>Client Responsibilities: Attend status update meetings; attend close-out meeting; provide feedback and approval on report</i></b></p> <p><b><i>Deliverable: Final report</i></b></p>	June 15 - 30	\$7,225
<b>Expenses</b>	<p>We anticipate expenses related to compensating people for their participation will be covered by the grant from the Department of Commerce or other sources.</p> <p><b><i>Client Responsibilities: Compensate participants via existing grants and funding.</i></b></p>	Ongoing	\$0
<b>Total</b>			<b>\$69,895</b>

## Hourly Rates

The above budget estimates are based in part on the following hourly rates of our consulting team:

<b>Team Role</b>	<b>2022 hourly rates</b>
Managing Consultant	\$215
Senior Consultant	\$190

# **Exhibit B: Develop Framework for a Community Energy Collaborative**

Submitted to the Minnesota Department of Commerce (COMM),  
Division of Energy Resources – State Energy Office

June 22, 2022

The **Improve** Group

## STATEMENT OF UNDERSTANDING

This proposal is to extend the current project to develop a framework for the Community Energy Collaborative by three months. The Improve Group has conducted interview with community organizations that are members of the Community Energy Collaborative of the Minnesota Department of Commerce to understand their views of what a functional collaborative should work. Community members highlighted features of collaboratives they have been part of that are highly effective and Improve Group staff are including those features in the new Community Energy Collaborative. The Improve Group has interviewed staff from those collaboratives, and will use the information to shape how the Community Energy Collaborative functions

The Improve Group will use the time period between July and September to test the new collaborative framework and to hear from three different states whose Commerce Departments have collaboratives with community-based organizations to understand how they work and what progress has been made to address community energy issues as a results of the collaboratives.

## WORKPLAN: ACTIVITIES, TIMELINE & BUDGET

In the table below, we have outlined the different areas of the work, specific activities to move the work forward, as well as a timeline and budget estimate. As you read through our relevant experience section below, you will also get a sense of how we will do this work through some examples of similar past projects.

Phase	Activities	Timeline	Estimate
<b>July</b>	<ul style="list-style-type: none"> <li>Design, prep for, and hold a workshop with Minnesota Department of Commerce, Community Energy Collaborative members (CBO grantees and the Minnesota Department of Commerce). The goal of the workshop will be to understand what is happening in one other state and features collaborative members like that should inform the Minnesota Department of Commerce's collaborative.</li> <li>Collaborative members will consider <u>policy</u> areas they can impact and start working on.</li> </ul> <p><b>Client Responsibilities:</b> attend workshop to clarify policy questions; provide contact information for any new CEC members.</p> <p><b>Deliverables:</b> Meeting agenda and notes.</p>	July 1 – July 30	\$1,322
<b>August</b>	<ul style="list-style-type: none"> <li>Design, prep for, and hold a workshop with Minnesota Department of Commerce, Community Energy Collaborative members (CBO grantees and the Minnesota Department of Commerce). The goal of the workshop will be to understand what is happening in other states and features collaborative members like that should inform the Minnesota Department of Commerce's collaborative.</li> </ul>	August 1 – August 31	\$1,322

	<ul style="list-style-type: none"> <li>Collaborative members will consider <u>program</u> areas they can impact and start working on.</li> </ul> <p><b>Client Responsibilities:</b> attend workshop to clarify policy questions; provide contact information for any new CEC members.</p> <p><b>Deliverables:</b> Meeting agenda and notes.</p>		
<b>September</b>	<ul style="list-style-type: none"> <li>Design, prep for, and hold a workshop with Minnesota Department of Commerce, Community Energy Collaborative members (CBO grantees and the Minnesota Department of Commerce). The goal of the workshop will be to understand what is happening in other states and features collaborative members like that should inform the Minnesota Department of Commerce’s collaborative.</li> <li>Collaborative members will consider <u>communications</u> areas they can impact and start working on.</li> <li>Incorporate feedback from all workshops to finalize the Community Energy Collaborative Framework.</li> </ul> <p><b>Client Responsibilities:</b> attend workshop to clarify policy questions; provide contact information for any new CEC members.</p> <p><b>Deliverables:</b> Finalized Collaborative Framework, Meeting agenda and notes.</p>	March 15 – June 15	\$2,460
<b>Total</b>			<b>\$5,104</b>

## Hourly Rates

The above budget estimates are based in part on the following hourly rates of our consulting team:

<b>Team Role</b>	<b>2022 hourly rates</b>
Managing Consultant	\$215
Senior Consultant	\$190

## MAD Project Number: 2022-174

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Commerce**

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#### 1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **The Improve Group** (Contractor) it will sub-contract with the Contractor to provide the services identified in Exhibit A, which is attached and incorporated into this agreement.

#### 2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: **Renda Rappa** Requesting Agency: **Leah Wilkes**

#### 3. Consideration and Terms of Payment:

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

The Contractor will be paid up to **\$69,895** in accordance with the deliverables, costs and rates identified in Exhibit A, as documented by invoice prepared by MAD. MAD will also invoice up to **\$5,592** for contract management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$75,487**.

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

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

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

**4. Condition of Payment:**

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

**5. Effective Dates:**

**Upon execution**, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **June 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

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

**7. Requesting Agency's Authorized Representative:**

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

**8. Interagency Agreement Authorization:**

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

**9. Amendments:**

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

**10. State Audit:**

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



**11. Liability:**

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

**12. Contractor Monitoring:**

Requesting Agency is responsible for any monitoring of the Contractor’s performance of the services in clause 1 of this agreement, including but not limited to monitoring Contractor’s compliance with HR/LR Policy #1446, COVID-19 Proof of Vaccination and Testing.

**Approved:**

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

SWIFT Contract: \_\_\_\_\_

SWIFT PO: \_\_\_\_\_

- 2. Requesting Agency

Signed \_\_\_\_\_

Date \_\_\_\_\_

- 3. Management Analysis and Development

Signed **Renda E Rappa** Digitally signed  
by Renda E Rappa  
Date: 2022.03.01  
14:26:50 -06'00'

Date \_\_\_\_\_

## EXHIBIT A

### WORKPLAN: ACTIVITIES, TIMELINE & BUDGET

In the table below, we have outlined the different areas of the work, specific activities to move the work forward, as well as a timeline and budget estimate. As you read through our relevant experience section below, you will also get a sense of how we will do this work through some examples of similar past projects.

Phase	Activities	Timeline	Estimate
<b>Inception</b>	<ul style="list-style-type: none"> <li>Kick-off meeting: We will host a kick-off meeting with the Department to clarify and refine the scope and purpose of this work, understand roles and responsibilities, establish key contacts, and confirm a communication and meeting schedule and expectations around deliverables.</li> <li>Inception meeting: prepare for and host meeting with CBO grantees and the Department; includes discussion of the purview of the Department (e.g., not rates) and possible avenues to handling topics outside the purview</li> </ul> <p><i><b>Client Responsibilities:</b> attend kick-off meeting; provide contact information for CBO grantees</i></p> <p><i><b>Deliverables:</b> Meeting agendas</i></p>	March 1 – March 15	\$3,353
<b>Design</b>	<ul style="list-style-type: none"> <li>Research collaborative frameworks</li> <li>Interviews: design protocols for 1:1 interviews with CBO grantees (identify communities represented, community needs and interests, understand desired level of participation, note who will represent the CBO and/or proxies, etc.); schedule interviews</li> <li>Workshops: design protocols for each workshop based on input from interviews; schedule workshops</li> <li>Project Management: status update meetings with Department; internal coordination</li> </ul> <p><i><b>Client Responsibilities:</b> Review protocol tools and provide feedback; attend status update meetings</i></p> <p><i><b>Deliverables:</b> interview and workshop protocols</i></p>	March 10 – March 31	\$12,745
<b>Interviews &amp; Workshops</b>	<ul style="list-style-type: none"> <li>Interviews               <ul style="list-style-type: none"> <li>Conduct 10-12 interviews with CBO grantees</li> <li>Profiles: create profile of each organization that captures their reasons for participation, their hopes for the collaborative, a sense of their constituencies, their policy areas of interest, their level of desired engagement in the CEC, who will</li> </ul> </li> </ul>	March 15 – June 15	\$32,255

	<p>represent their organization, proxies for those unavailable to participate, and their preferred way to engage</p> <ul style="list-style-type: none"> <li>○ Gaps: from the interviews, identify gaps in representation; discuss with Department and consider ways to fill with other organizations</li> <li>● Workshops <ul style="list-style-type: none"> <li>○ Prepare for and conduct 6 workshops with CBO grantees to understand how they want to work, their priorities, etc.</li> <li>○ Workshops with CBOs determine best methods for gathering community needs and interests around energy issues.</li> <li>○ The format and structure of the workshops will be adapted based on the input during the interviews and there will likely be an asynchronous options to ensure full and comfortable participation</li> <li>○ Share research on Collaboration Frameworks during 1<sup>st</sup> workshop; facilitate members through selection of a framework or ways to modify and adapt for CEC</li> <li>○ Document: capture notes and summarize data for the group; documentation will be available for future new members of CEC to aide in their understanding of how and why a certain framework was chosen</li> </ul> </li> <li>● Project management: status update meetings with Department; internal coordination</li> </ul> <p><b>Client Responsibilities:</b> Attend status update meetings; attend and prepare content for workshops, where appropriate</p> <p><b>Deliverable:</b> Notes from workshops</p>		
<p><b>Analysis</b></p>	<ul style="list-style-type: none"> <li>● Analysis: organize, analyze and synthesize notes from interviews and workshops</li> <li>● Follow-up: conduct any necessary follow-up and integrate asynchronous feedback</li> <li>● Emerging Findings: prep and host emerging findings meeting with Department</li> <li>● Draft CEC Framework: prep and host meeting with CBO grantees on initial CEC framework</li> <li>● Project management: status update meetings with Department; internal coordination</li> </ul> <p><b>Client Responsibilities:</b> Attend emerging findings meeting and provide feedback on draft CEC framework; attend meeting with CBO grantees; attend status update meetings</p>	<p>March – June 15</p>	<p>\$14,317</p>

	<b>Deliverable:</b> Draft CEC framework		
<b>Reporting / Sharing</b>	<ul style="list-style-type: none"> <li>Final Report: compile all the CBO profiles, workshop notes, and final CEC framework</li> <li>Revise, incorporate feedback, and finalize</li> <li>Project management: status update meetings with Department; internal coordination; project close-out meeting</li> </ul> <p><b>Client Responsibilities:</b> Attend status update meetings; attend close-out meeting; provide feedback and approval on report</p> <p><b>Deliverable:</b> Final report</p>	June 15 - 30	\$7,225
<b>Expenses</b>	<p>We anticipate expenses related to compensating people for their participation will be covered by the grant from the Department of Commerce or other sources.</p> <p><b>Client Responsibilities:</b> Compensate participants via existing grants and funding.</p>	Ongoing	\$0
<b>Total</b>			<b>\$69,895</b>

## Hourly Rates

The above budget estimates are based in part on the following hourly rates of our consulting team:

<b>Team Role</b>	<b>2022 hourly rates</b>
Managing Consultant	\$215
Senior Consultant	\$190



## MAD Project Number: 2022-183

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Department of Commerce**

---

#### 1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **Alliant Consulting** (Contractor) it will sub-contract with the Contractor to provide the services identified in Exhibit A, which is attached and incorporated into this agreement.

#### 2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: **Renda Rappa** Requesting Agency: **Hali Kolkind**

#### 3. Consideration and Terms of Payment:

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

Up to **334** hours at a rate of **\$200** per hour as documented by invoice prepared by MAD. MAD will also invoice up to **\$5,344** for contract management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$72,144**.

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

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

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

**4. Condition of Payment:**

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

**5. Effective Dates:**

**Upon execution**, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **June 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

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

**7. Requesting Agency's Authorized Representative:**

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

**8. Interagency Agreement Authorization:**

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

**9. Amendments:**

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

**10. State Audit:**

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

**11. Liability:**

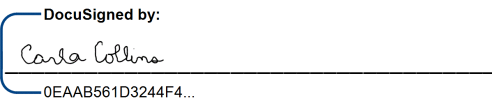
Each party will be responsible for its own acts and behavior and the results thereof.

**12. Contractor Monitoring:**

Requesting Agency is responsible for any monitoring of the Contractor that may be required under the Master Contract for the services provided, including but not limited to monitoring Contractor's compliance with HR/LR Policy #1446, COVID-19 Proof of Vaccination and Testing.

**Approved:**

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

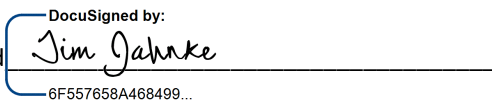
Signed  \_\_\_\_\_  
0EAAB561D3244F4...

Date 3/18/2022

SWIFT Contract: SC# 209345

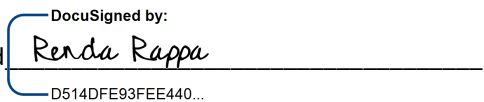
SWIFT PO: FY22 PO# 3-15179

2. Requesting Agency

Signed  \_\_\_\_\_  
6F557658A468499...

Date 3/23/2022

3. Management Analysis and Development

Signed  \_\_\_\_\_  
D514DFE93FEE440...

Date 3/24/2022



555 Seventh Street W. Saint Paul, MN 55012 651 291 0607

## **Exhibit A**

### **Minnesota Department of Commerce**

### **Data Reporting Documentation and Comparison with Strategic Plan**

**Prepared by Alliant Consulting, Inc**

*February 18, 2022*



## Introduction

Minnesota's Department of Commerce has a broad and diverse mandate that includes regulating financial businesses (banks, credit unions, etc.), licensed professionals in the real estate and insurance industry and energy utilities; ensuring weights and measures used in business are measure accurately; enforcing consumer fraud laws; administering programs that promote clean energy and energy equity; and handling unclaimed property.

The Minnesota Commerce Department is in process of establishing a new Data Science Team and hiring its Data Science Manager. A key focus of their work will be ensuring that data and reporting metrics are aligned with and supportive of achieving the Department's Strategic Plan. The manager will immediately be asked to assist with ensuring appropriate data, reporting tools and sources, and effective use of the information they provide to support the strategic goals and priorities of the Department.

Recognizing that one of the first steps toward this will be assessing what is currently in place (data, data sources, tools, metrics and how data is being gathered and used), The Department wishes to begin that documentation and assess how well current data reporting is aligned with the Strategic Plan and priorities. This will provide the selected manager a strong starting point for their work and accelerate improvement recommendations and decision-making once they are in place.

Founded in 1997, Alliant is a woman-owned, Minnesota-based firm that provides full-service consulting services to for-profit, non-profit and government organizations. As such we have conducted hundreds of process documentation and assessment engagements. Data and reporting needs are a critical element for any organization and documentation of "as is" data flow and reporting is a regular task in Alliant's operational assessment and redesign engagements.

Alliant has provided consulting services to the State of Minnesota since 2013 and has worked on engagements involving data needs assessment in the Department of Human Services (Disability Services Division) and Minnesota's Department of Health (Health Regulation Division, implementing new Assisted Living Licensure) and are familiar with MNIT and divisional data systems.

We also have familiarity with the Department of Commerce in its Division of Energy Resources, working with Michelle Gransee and her team to document process flows and standardized measures for the Weatherization Assistance Program. Our team includes individuals with specialties in economics and data systems engineering, operational performance improvement and strategic planning.

What follows is our understanding of your objectives and priorities, our approach to achieving them, and the projected investment to engage Alliant's services for this work.

## Objectives and Deliverables

The overall objective of this engagement is to document the current state of data reporting in the Department and compare it with the Department's Strategic Plan to identify opportunities to better align measurement and reporting to support achievement of Strategic goals and initiatives. This will include documenting reports prepared for internal and external information consumers.

Alliant will

- Document the Department's current internal and external data collection practices and reporting, including inventory of tools, data sources, and related positions and resources (including Departmental Staff, MNIT, outsourced data/external reporting resources)
  - If time allows and or is authorized, pursue research to identify what data is available in the industry(ies), marketplace that could be utilized
- Compare these to the strategic plan to assess alignment and identify opportunities for improvement
- Provide a summary of findings and recommendations to strengthen data and reporting related to
  - Strategic plan alignment
  - Regulatory requirements fulfillment
  - Operational performance and continuous improvement efforts
- Summarize the engagement and provide the Department with documentation of the approach, findings, and outcomes of this engagement

Questions to be answered:

- What should the Department be measuring and why? How are trends tracked and what is tied to the strategic plan?
- Why does the Department collect the data it does?
- How does this data collection help advance strategic goals and priorities?
- What is collected from industry? What is collected internally?
- What is shared to industry?
- What metrics are used internally?
- What data is available externally? Community measurement, etc.? What gap are we filling?
- What are the needs of the Assistant Commissioners and Deputy Commissioners?
- What data is required? Legislative reports, etc.
- What tools and sources and resources are used to gather and analyze the data?
- Whether, what and how data is compared to industry benchmarks for equity, constituent/community outcomes?
- What data are monitored to identify and respond to troubling data trends?

## Approach

We anticipate completing this work over a period of 14 weeks, beginning in mid-March and ending by June 30, 2022. The timeline represented in this document is open to adjustment as we learn more about staff availability and the current state of documentation.

Data and Reporting assessments, particularly in an organization as broad and complex as this, can be very time-consuming and requires a disciplined approach to maintain clarity on objectives and scope. We propose to optimize staff time and minimize the expense of this engagement by using a combination of focused interviews with leadership, management and supervision, where we will learn about their priorities, needs and wishes related to data and reporting and at the same time be gathering information and building toward identification of a relatively small group of subject matter experts that will be asked to complete a fact-finding survey about data and reporting in their work area. Coupled with Alliant's review and design of a comparative summary between the Strategic Plan and stated priorities and the findings elicited through the documentation review, interviews and survey, will provide the answers to the questions posed above and serve as a basis for the Data Science Team to plan and prioritize their work.

## Getting Started

### *Introduction to the Department and engagement set up*

- Introduce Alliant Team, purpose of our work, what to expect to Commerce Team
- Access to SharePoint sites, calendars to expedite work
- Expectations discussions with Commissioner's Chief of Staff to confirm scope, mutual expectations and establish how progress will be reported and how to handle tactical and technical challenges
  - Identify any documentation already available regarding departmental data sources, tools and reports, including any recent audits of reporting practices

### *Interview Assistant Commissioners, Deputy commissioners, others as Identified to*

- Learn what they see as priorities and/or gaps for data and reporting: tied to strategic plan, compliance to required reporting per regulation, operational performance and/or to inform policy development
- Identify resources they rely on now for reporting and data. (Internal/External)
- How well they perceive current reporting to be aligned with and supportive of Strategic Plan goals, initiatives, and priorities

*Interview Division and work area directors to*

- Learn about their reporting landscape: What they measure, why; reports received, reports generated, etc. (internal and external); their data priorities, concerns
- Determine who are the people we need to speak with (and/or survey) to document data/reporting needs, tools, and practices within their units
- Test appetite for a data survey.

*Gather key documentation*

- Strategic Plan and other documents describing Departmental priorities
- Summary of mandated reporting requirements
- Existing documentation on data elements described above (What is currently available, e.g., inventory of tools, reports, etc.)

**Design data documentation survey and prepare for administration**

*Work with designated Commerce staff to determine best option for surveying those identified*

- Develop survey questions and design Results summary and survey questionnaire
- Establish list of those to be surveyed, prepare correspondence requesting survey and ensure reviewed by appropriate Department leadership (include HR); ensure supervisors of participants are aware and onboard
- Administer survey- allow 2 – 3 weeks for completion
  - The survey will be completed by selected subject matter experts from each area and their participation agreed up on by their supervisors. These could take several hours to complete, which is why we are suggesting 2 – 3 weeks for completion.
- Compile results in format designed

**Survey Analysis**

*Survey information will be summarized and used for several purposes:*

- Comparison to Strategic Plan and priorities
- Comparison to stated needs of Department leaders/Managers to identify opportunities
- Comparison to regulatory (mandatory) reporting requirements
- Identification of tools currently used and level of use
- Identification of staff who are SME on current data practices
- Identification of data sources (internal and external) currently used and level of use
- Identification of current industry benchmarking reports in use

Alliant will also provide their recommendations related to operational performance data and reporting based on their expertise in continuous operational performance improvement and key indicator reporting.

Alliant will compile this information into a presentation and provide the detailed documents that will be the working references for the new manager and Data Science team as they develop their priorities and work plans.

One note: We anticipate that report samples will be collected as we conduct this assessment, however, it is not intended that this assessment will include gathering samples of all reports, nor reviewing those reports to the line-item detail.

## **Presentation of Findings and Transition of Documentation**

Alliant will present the findings of this assessment to Commerce leadership- at a minimum to the Chief of Staff and the selected Data Science Manager, responding to questions about documentation methodology, analysis, and conclusions.

An engagement summary will be provided that summarizes the work completed, participants and outcomes. Documentation will be provided in electronic format for storage on a Commerce platform and will be reviewed during a transition meeting with the Commerce team to ensure they have what they need to continue the work toward a data and reporting environment that is aligned with Department strategies and commitments, and supports effective management, policy development and communications and collaboration with external partners and the people of Minnesota.

## **Role and Responsibilities**

### **Commerce Team**

- Communicate with appropriate parties regarding Alliant's role and this assessment
- Provide the time for Commerce team members to participate in interviews, work sessions, updates as agreed
- Provide time for selected staff to complete the data surveys (these will be substantive)
- Provide information, access to appropriate SharePoint sites, file directories, email/calendars as required for meetings and the work in general
- Provide survey tool and support for survey administration, that meets Commerce standards
- Provide guidance, feedback, and decisions in a timely way
- Provide meeting rooms, platforms and materials as needed to support on site and virtual meetings
- Alert Alliant Team members to any events or changes that might impact the project deliverables or timeline

## Alliant Consulting

- Design and conduct interviews as described.
- Design survey(s) and coordinate receipt and compilation of survey responses
- Provide the deliverables above on time and within budget
- Report progress and alert Commerce Team of risks to the project, providing potential solutions.
- Document meeting agendas, notes, materials, interview summaries, survey results et al.
- Plan and conduct a presentation of the assessment findings and respond to questions in a timely manner
- Provide a summary of the engagement that describes the outcomes, processes employed, key documents
- Work with the Commerce team respectfully and with sensitivity to their time and other priorities

## Resource Requirements

We anticipate these services will be provided by two to three consultants depending on the timing of interview. They will be supported by Toni Malanaphy-Sorg, president of Alliant Consulting.

A timeline with estimated work hours is provided below. It also includes a brief description of the rationale for estimated hours.

ACTIVITY DESCRIPTION	Assumptions- Estimated Hours	WORK HOURS														July	
		28-Mar 1	4-Apr 2	11-Apr 3	18-Apr 4	25-Apr 5	2-May 6	9-May 7	16-May 8	23-May 9	30-May 10	6-Jun 11	13-Jun 12	20-Jun 13	27-Jun 14		
Expectations Interviews- Data Gathering and preliminary review; logistics	2 expectations interviews; Plan communications; kick off Set up project logistics Request Strategic Plan, ID other documentation available	14.0															
Interviews with Assistant Commissioners; Deputy Commissioners/MNIT	11 interviews: prep, hold, notes; Summarize	20.0	25.0	10.0													
Interviews with Directors/Managers	Estimate 30 @ 2 hours per for meeting, notes		20.0	20.0	20.0												
Inteviews with supervisors, SMES identified	Estimate 38 at 2 hours per for meetings; Plus .5 for follow up/review				10.0	30.0	30.0	25.0									
Design interviews	Design interview documents:3 levels/documents	9.0															
Design survey document to gather detailed information and set up/prep survey	One survey designed, instructions, summary report			4.0	4.0		2.0	4.0									
Administer Survey & prepare Strategic plan comparitive document	While surey is out, parse strategic plan and priority feedback for analysis;								4.0	2.0	2.0						
Begin inventories of data sources/tools	2-4 hours									4.0							
Summarize data from surveys & prepare analysis/presentation	24 hours									2.0	8.0	10.0	8.0				
Presentation and documentation review																	4.0
Follow up questions, finalize documentation and prepare engagement summary																	12.0
Engagement Review with Commerce																	4.0
Status and follow up activities	Regular check ins, update work plans, guidandc and feedback	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.5	0.5	1.0
Project coordination/QA	Project set up, QA, updates	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.5	0.5	1.0
<b>Total Weekly Hours</b>		<b>45.0</b>	<b>47.0</b>	<b>36.0</b>	<b>36.0</b>	<b>32.0</b>	<b>34.0</b>	<b>31.0</b>	<b>6.0</b>	<b>10.0</b>	<b>12.0</b>	<b>12.0</b>	<b>10.0</b>	<b>1.0</b>			<b>22.0</b>
																	<b>334.0</b>

## Consulting Investment

The consulting investment for the services described above is expected to be no more than \$66,800.00. This represents 334 work hours at \$200.00 per hour.

Alliant is committed to conducting this work as efficiently as possible and will only invoice for work hours used and needed to meet the objectives of this engagement.

The oversight and quality assurance provided by Ms. Malanaphy-Sorg is provided on a non-billed basis.





## **AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2022-197**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Commerce**, has an interagency agreement identified as **SWIFT Contract: 210563, PO: 3000015245** with Minnesota Management and Budget, Management Analysis and Development (MAD), for consulting services; and

**WHEREAS**, the Requesting Agency and MAD agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **3 & 5** of the original agreement shall be amended to read:

### **3. Consideration and Terms of Payment:**

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

Up to **\$71,000** for the tasks/deliverables and costs identified in Exhibit A, as documented by invoice prepared by MAD. MAD will also invoice up to ~~**\$3,440**~~ **\$5,680** for contract management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed ~~**\$74,440**~~ **\$76,680**.

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

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

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

### **5. Effective Dates:**

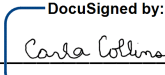
**Upon Execution**, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until ~~**July 31, 2022**~~

**September 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

**APPROVED:**

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

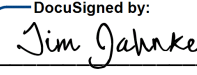
Signed  \_\_\_\_\_  
DocuSigned by:  
0EAAB561D3244F4...

Date 6/9/2022

SWIFT Contract: SC# 210563

SWIFT PO: FY22 PO# 3-15245 / FY23 PO# 3-15628

2. Requesting Agency

Signed  \_\_\_\_\_  
DocuSigned by:  
6F557658A468499...

Date 6/9/2022

3. Management Analysis and Development

Signed **Beth Bibus** \_\_\_\_\_  
Digitally signed by Beth Bibus  
Date: 2022.05.13 09:09:42 -05'00'

Date \_\_\_\_\_



# Exhibit A - Conduct a Survey of Landline Subscribers for the Minnesota Department of Commerce

Prepared by: Michelle Decker Gerrard and Dan Swanson

**MARCH 2022**

451 Lexington Parkway North | Saint Paul, Minnesota 55104  
651-280-2700 | [www.wilderresearch.org](http://www.wilderresearch.org)

**Wilder  
Research**  
Information. Insight. Impact.

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Work plan.....	2
Cost detail.....	4

## Introduction

Wilder Research (Wilder) understands that the Minnesota Department of Commerce (Commerce) Telecom Unit is looking for a contractor to help design, implement, and analyze a statewide survey of landline subscribers to understand more about their ability to access and needs related to voice, broadband, and emergency (911) services, and if there are particular issues in various regions of the state. If selected for this project, Wilder will:

- Collaborate with Commerce to develop and design 2 self-administered surveys for landline users: 1) business/government subscribers and 2) residential subscribers
- Develop a sampling design of landline users in Minnesota (excluding Hennepin and Ramsey Counties)
- Administer a mailed survey
- Clean and analyze the data
- Provide a summary report of findings

Wilder Research has expertise in survey development, administration, tracking, data processing and analysis, and reporting. We have a successful track record of completing similar survey research projects. Examples of our work can be found at [www.wilderresearch.org](http://www.wilderresearch.org).

## Methodology

To align with your budget and timeline, Wilder proposes a mailed survey using a modified Dillman approach.

- **Sample:** It is our understanding that there are approximately 400,000 residential and 400,000 business/government landlines in the population. Wilder will purchase a sample of addresses with landline numbers from our sampling vendor. In discussions and email follow-up with Commerce, we understand that we can exclude Ramsey and Hennepin counties, and sample from the remaining records. We would randomly select 3,000 residential and 3,000 government/business numbers (our vendor's records may have limitations on a full representation of government numbers). While we cannot guarantee response rates, we anticipate a 12-15% response rate for a mailed survey, so we anticipate roughly 360-450 completed surveys returned for each of the 2 samples. For the residential group, this would give a representative sample at a 95% confidence level with +/-5% margin of error for the statewide sample. For the business/government group, we may not have a fully statistically representative sample (due to the limitations in government subscribers in the sample), however, the large numbers of completed surveys will help us provide themes for business/government subscribers.

Because we have data on the total population of landlines by county, we may be able to discuss weighting of data to represent completed survey to regional populations. We should also be able to understand the coverage of the mailed survey for extremely rural areas, because we will have access to address information. We will also include the type of setting (urban, regional center, town, and rural area) as part of the survey questions. We will finalize

the regional sampling and analysis during decisions made in initial planning meetings with Commerce staff.

- **Mailing:** Wilder will work with our mail house to send 3,000 survey packets, each, to residential and business/government respondents with addresses and landlines. After the initial mailing, these respondents will be sent a reminder postcard to participate, followed by a final (2<sup>nd</sup>) survey packet for those who have not completed the survey. Wilder will be responsible for all printing and postage expenses, which are included in the budget.
- **Pandemic-related resource limitation:** Because of supply-side issues related to the pandemic, it will be critical for Wilder to order paper for the mailings as soon as possible to be able to ensure the timeline described below. The timeline for mailing and subsequent analysis and reporting may need to be pushed back if there is a significant delay in our ability to order/receive the paper order.

## Work plan

In this section, we describe our proposed work plan and timelines for this project. They can be modified in order to best meet the needs of Commerce. As mentioned above, the timeline for mailing, analysis, and reporting is dependent on very quickly (March) ordering the paper/supplies needed for the mailing.

### **Task 1. Planning and project management (April-August 2022)**

*Deliverables: Finalized work plan (includes timeline)*

At the beginning of the project, Wilder proposes a virtual kick-off meeting with key staff from Commerce. During this meeting, we will discuss the work plan and timeline as well as make any needed adjustments. We will also refine research questions and priorities. After the kick-off meeting, Wilder will finalize the work plan and send it to Commerce for approval.

Wilder staff are very adept at project and survey management. We will plan to have internal team meetings and employ project management best practices to ensure the project is running smoothly. We have also budgeted for additional meetings with Commerce including: an initial meeting to focus on a draft survey instrument and a meeting toward the end of the project to review survey findings. We also will plan for proactive and responsive email updates and ad hoc phone communication, as needed.

### **Task 2. Sampling design (April 2022)**

*Deliverables: Memo describing sampling design*

The proposed sampling design is described in detail in the Methodology section described above. After discussions with Commerce and reviewing the information provided by our sampling vendor, Wilder data analysis staff will finalize the design including any special information about regional sampling.

### **Task 3. Survey development (April 2022)**

*Deliverables: Survey instruments, mailing materials*

---

Wilder will work with Commerce to design 2 survey instruments to best address the research questions and priorities. One survey will be designed for residential respondents and the other will be designed for business/government respondents. We anticipate the survey will be comprised of nearly all closed-ended questions for ease and speed of administration.

Wilder will also design the survey invitation/ mailing materials with input from Commerce. We use best practices when designing survey mailing materials to obtain as high of a response rate as possible.

#### **Task 4. Administer and collect surveys (May-mid July 2022)**

*Deliverables: Mailed surveys and bi-weekly updates on surveys completed.*

**Mailing 1 - First survey packet.** Wilder will randomly select 3,000 residential and 3,000 business/government addresses and will mail a survey packet to those respondents. The packet will contain a letter with a brief and compelling description of the study, and clear instructions on how to complete the survey using the paper form and postage-paid return envelope.

**Mailing 2 - Reminder postcard.** About one week after the first survey packet is mailed, a reminder postcard will be sent to all households. The postcard will remind people to complete the survey. The postcard will be printed with a colorful, eye-catching design.

**Mailing 3 - Final survey packet.** Two to three weeks after the reminder postcard is mailed, a final survey packet will be sent to all addresses that have not yet completed the survey. This survey packet will be identical to the first, but will include clear language that this is participants' last chance to complete the survey. Survey best practices recommend modifying the language of the letter between mailings to encourage participation, and we will work with Commerce to complete this task.

Several things will be done throughout the fielding process to encourage participation, including using eye-catching, color printing and graphics in the invitation and reminder letters as well as the postcard, and providing an incentive (optional).

**Status reports:** Throughout data collection, Wilder proposes submitting bi-weekly status reports to Commerce. These status reports will include updates on the mailing process as well as the number of completes from the mailed survey.

#### **Task 4. Data processing and analysis (July-August 2022)**

*Deliverables: Initial quantitative analysis (for internal use)*

Wilder's data analysis staff will enter all the data from the paper forms, clean the data, and conduct analysis. Wilder's analysis staff will check all data to be sure all values are in range, they will run frequencies for every question and cross-tab any cross-tabs of interest to check for differences across subgroups of respondents (for example regional or extremely rural differences).



## Task 5. Reporting (August-September 2022)

### *Deliverables: Summary report*

Wilder Research is experienced and committed to presenting information to both professional and lay audiences in clear and understandable formats. We will compile the key results of the survey into a summary report that will include data tables or charts with a brief narrative highlighting the key findings in an aesthetically appealing format, to be used to inform a wide variety of audiences.

We will also take an additional write-up from Commerce staff and formatting it into the report we are preparing making clear what aspects of the report are authored by Commerce versus Wilder Research.

As discussed as an add on, we will do one round of Accessibility formatting using the guidance we have received from recent Department of Human Services reports. Wilder administrative staff follow Web Content Accessibility Guidelines (WCAG) 2.0 and our level of conformance is AA. If more complex Accessibility formatting is needed or if there are multiple graphics, there may be additional costs.

## Cost detail

This budget estimate is based on the previously described work and is flexible to meet the needs of Commerce. We are happy to talk with you about potential changes to optimize the work conducted within your budgeting constraints. Wilder Research is a non-profit, and we set our billing rates to meet expenses, and develop our budget based on estimated hours for each staff involved.

<b>Task</b>	<b>Cost</b>
1. Planning and project management	\$7,000
2. Sampling design and survey development	\$6,000
3. Administer and collect surveys	\$9,000
4. Postage and mailing	\$28,000
5. Data processing and analysis	\$11,000
6. Reporting	\$10,000
<b>Total project cost</b>	<b>\$71,000</b>





## MAD Project Number: 2022-197

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Department of Commerce**

---

#### 1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **Amherst H. Wilder Foundation** (Contractor) it will sub-contract with the Contractor to provide the services identified in Exhibit A, which is attached and incorporated into this agreement.

#### 2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: **Renda Rappa** Requesting Agency: **Emily Kelnberger**

#### 3. Consideration and Terms of Payment:

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

Up to **\$71,000** for the tasks/deliverables and costs identified in Exhibit A, as documented by invoice prepared by MAD. MAD will also invoice up to **\$3,440** for contract management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$74,440**.

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

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

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

**4. Condition of Payment:**

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

**5. Effective Dates:**

**Upon execution**, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **July 31, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

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

**7. Requesting Agency's Authorized Representative:**

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

**8. Interagency Agreement Authorization:**

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

**9. Amendments:**

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

**10. State Audit:**

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

**11. Liability:**

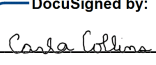
Each party will be responsible for its own acts and behavior and the results thereof.

**12. Contractor Monitoring:**

Requesting Agency is responsible for any monitoring of the Contractor that may be required under the Master Contract for the services provided, including but not limited to monitoring Contractor's compliance with HR/LR Policy #1446, COVID-19 Proof of Vaccination and Testing.

**Approved:**

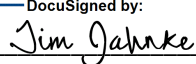
1. State Encumbrance Verification  
(Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05)

Signed  \_\_\_\_\_  
DocuSigned by:  
0EAAB561D3244F4...  
Date 4/13/2022

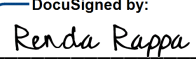
SWIFT Contract: SC# 210563

SWIFT PO: FY22 PO# 3-15245

2. Requesting Agency

Signed  \_\_\_\_\_  
DocuSigned by:  
6F557658A468499...  
Date 4/13/2022

3. Management Analysis and Development

Signed  \_\_\_\_\_  
DocuSigned by:  
D514DFE93FEE440...  
Date 4/13/2022



# Exhibit A - Conduct a Survey of Landline Subscribers for the Minnesota Department of Commerce

Prepared by: Michelle Decker Gerrard and Dan Swanson

**MARCH 2022**

451 Lexington Parkway North | Saint Paul, Minnesota 55104  
651-280-2700 | [www.wilderresearch.org](http://www.wilderresearch.org)

**Wilder  
Research.**  
Information. Insight. Impact.

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## Introduction

Wilder Research (Wilder) understands that the Minnesota Department of Commerce (Commerce) Telecom Unit is looking for a contractor to help design, implement, and analyze a statewide survey of landline subscribers to understand more about their ability to access and needs related to voice, broadband, and emergency (911) services, and if there are particular issues in various regions of the state. If selected for this project, Wilder will:

- Collaborate with Commerce to develop and design 2 self-administered surveys for landline users: 1) business/government subscribers and 2) residential subscribers
- Develop a sampling design of landline users in Minnesota (excluding Hennepin and Ramsey Counties)
- Administer a mailed survey
- Clean and analyze the data
- Provide a summary report of findings

Wilder Research has expertise in survey development, administration, tracking, data processing and analysis, and reporting. We have a successful track record of completing similar survey research projects. Examples of our work can be found at [www.wilderresearch.org](http://www.wilderresearch.org).

## Methodology

To align with your budget and timeline, Wilder proposes a mailed survey using a modified Dillman approach.

- **Sample:** It is our understanding that there are approximately 400,000 residential and 400,000 business/government landlines in the population. Wilder will purchase a sample of addresses with landline numbers from our sampling vendor. In discussions and email follow-up with Commerce, we understand that we can exclude Ramsey and Hennepin counties, and sample from the remaining records. We would randomly select 3,000 residential and 3,000 government/business numbers (our vendor's records may have limitations on a full representation of government numbers). While we cannot guarantee response rates, we anticipate a 12-15% response rate for a mailed survey, so we anticipate roughly 360-450 completed surveys returned for each of the 2 samples. For the residential group, this would give a representative sample at a 95% confidence level with +/-5% margin of error for the statewide sample. For the business/government group, we may not have a fully statistically representative sample (due to the limitations in government subscribers in the sample), however, the large numbers of completed surveys will help us provide themes for business/government subscribers.

Because we have data on the total population of landlines by county, we may be able to discuss weighting of data to represent completed survey to regional populations. We should also be able to understand the coverage of the mailed survey for extremely rural areas, because we will have access to address information. We will also include the type of setting (urban, regional center, town, and rural area) as part of the survey questions. We will finalize

the regional sampling and analysis during decisions made in initial planning meetings with Commerce staff.

- **Mailing:** Wilder will work with our mail house to send 3,000 survey packets, each, to residential and business/government respondents with addresses and landlines. After the initial mailing, these respondents will be sent a reminder postcard to participate, followed by a final (2<sup>nd</sup>) survey packet for those who have not completed the survey. Wilder will be responsible for all printing and postage expenses, which are included in the budget.
- **Pandemic-related resource limitation:** Because of supply-side issues related to the pandemic, it will be critical for Wilder to order paper for the mailings as soon as possible to be able to ensure the timeline described below. The timeline for mailing and subsequent analysis and reporting may need to be pushed back if there is a significant delay in our ability to order/receive the paper order.

## Work plan

In this section, we describe our proposed work plan and timelines for this project. They can be modified in order to best meet the needs of Commerce. As mentioned above, the timeline for mailing, analysis, and reporting is dependent on very quickly (March) ordering the paper/supplies needed for the mailing.

### **Task 1. Planning and project management (April-August 2022)**

*Deliverables: Finalized work plan (includes timeline)*

At the beginning of the project, Wilder proposes a virtual kick-off meeting with key staff from Commerce. During this meeting, we will discuss the work plan and timeline as well as make any needed adjustments. We will also refine research questions and priorities. After the kick-off meeting, Wilder will finalize the work plan and send it to Commerce for approval.

Wilder staff are very adept at project and survey management. We will plan to have internal team meetings and employ project management best practices to ensure the project is running smoothly. We have also budgeted for additional meetings with Commerce including: an initial meeting to focus on a draft survey instrument and a meeting toward the end of the project to review survey findings. We also will plan for proactive and responsive email updates and ad hoc phone communication, as needed.

### **Task 2. Sampling design (April 2022)**

*Deliverables: Memo describing sampling design*

The proposed sampling design is described in detail in the Methodology section described above. After discussions with Commerce and reviewing the information provided by our sampling vendor, Wilder data analysis staff will finalize the design including any special information about regional sampling.

### **Task 3. Survey development (April 2022)**

*Deliverables: Survey instruments, mailing materials*



Wilder will work with Commerce to design 2 survey instruments to best address the research questions and priorities. One survey will be designed for residential respondents and the other will be designed for business/government respondents. We anticipate the survey will be comprised of nearly all closed-ended questions for ease and speed of administration.

Wilder will also design the survey invitation/ mailing materials with input from Commerce. We use best practices when designing survey mailing materials to obtain as high of a response rate as possible.

#### **Task 4. Administer and collect surveys (May-mid July 2022)**

*Deliverables: Mailed surveys and bi-weekly updates on surveys completed.*

**Mailing 1 - First survey packet.** Wilder will randomly select 3,000 residential and 3,000 business/government addresses and will mail a survey packet to those respondents. The packet will contain a letter with a brief and compelling description of the study, and clear instructions on how to complete the survey using the paper form and postage-paid return envelope.

**Mailing 2 - Reminder postcard.** About one week after the first survey packet is mailed, a reminder postcard will be sent to all households. The postcard will remind people to complete the survey. The postcard will be printed with a colorful, eye-catching design.

**Mailing 3 - Final survey packet.** Two to three weeks after the reminder postcard is mailed, a final survey packet will be sent to all addresses that have not yet completed the survey. This survey packet will be identical to the first, but will include clear language that this is participants' last chance to complete the survey. Survey best practices recommend modifying the language of the letter between mailings to encourage participation, and we will work with Commerce to complete this task.

Several things will be done throughout the fielding process to encourage participation, including using eye-catching, color printing and graphics in the invitation and reminder letters as well as the postcard, and providing an incentive (optional).

**Status reports:** Throughout data collection, Wilder proposes submitting bi-weekly status reports to Commerce. These status reports will include updates on the mailing process as well as the number of completes from the mailed survey.

#### **Task 4. Data processing and analysis (July-August 2022)**

*Deliverables: Initial quantitative analysis (for internal use)*

Wilder's data analysis staff will enter all the data from the paper forms, clean the data, and conduct analysis. Wilder's analysis staff will check all data to be sure all values are in range, they will run frequencies for every question and cross-tab any cross-tabs of interest to check for differences across subgroups of respondents (for example regional or extremely rural differences).



## Task 5. Reporting (August-September 2022)

### *Deliverables: Summary report*

Wilder Research is experienced and committed to presenting information to both professional and lay audiences in clear and understandable formats. We will compile the key results of the survey into a summary report that will include data tables or charts with a brief narrative highlighting the key findings in an aesthetically appealing format, to be used to inform a wide variety of audiences.

We will also take an additional write-up from Commerce staff and formatting it into the report we are preparing making clear what aspects of the report are authored by Commerce versus Wilder Research.

As discussed as an add on, we will do one round of Accessibility formatting using the guidance we have received from recent Department of Human Services reports. Wilder administrative staff follow Web Content Accessibility Guidelines (WCAG) 2.0 and our level of conformance is AA. If more complex Accessibility formatting is needed or if there are multiple graphics, there may be additional costs.

## Cost detail

This budget estimate is based on the previously described work and is flexible to meet the needs of Commerce. We are happy to talk with you about potential changes to optimize the work conducted within your budgeting constraints. Wilder Research is a non-profit, and we set our billing rates to meet expenses, and develop our budget based on estimated hours for each staff involved.

<b>Task</b>	<b>Cost</b>
1. Planning and project management	\$7,000
2. Sampling design and survey development	\$6,000
3. Administer and collect surveys	\$9,000
4. Postage and mailing	\$28,000
5. Data processing and analysis	\$11,000
6. Reporting	\$10,000
<b>Total project cost</b>	<b>\$71,000</b>



# Inter-agency Request for State Employee Services

This AGREEMENT is entered into this 29 day of March, 2022, by and between Commerce (requesting agency) and DOT (home department). The parties hereto agree as follows:

1. DOT (home department) agrees that it shall provide James Rist (name of employee), who is qualified to perform the tasks set out in section 2 below.

2. Description of tasks to be performed (include dates and number of hours anticipated):

Train and answer questions of new Real Estate Investigator. Anticipated schedule: 2 hours a day for 3 days a week for the first month. After that - assess additional training needs. Second month anticipate 2 hours a day once or twice a week. Third month assess if training needs to continue.

3. Employee Information: James Rist 01148381  
 Name Employee ID Number  
Real Estate Specialist 0 01116761 \$ 41.63  
 Present Job Classification (title and class code) Appt. No. Position # Hourly Rate

4. Appointment Information (check one):

- This assignment will result in an appointment to the,  This assignment will not result in an appointment to the requesting agency, or home agency.  
 requesting agency   
 home agency

Appointment is effective \_\_\_\_\_, 20\_\_\_\_ thru (and including) \_\_\_\_\_, 20\_\_\_\_.

<p><b>For Minnesota Management &amp; Budget Only</b></p> <p>Appropriate Class of Assignment: _____ (explain if necessary)</p> <p>Approved by: _____          Name Date</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management &amp; Budget.</p>	<p><b>Payment Information</b></p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p>Fund <u>1000</u> Financial Dept ID <u>B1333471</u>          Appropriation ID <u>B134000</u> Statewide Cost _____</p> <p>(Check One)</p> <p><input checked="" type="checkbox"/> Direct Payment at a rate of \$ <u>41.63</u> per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$ _____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$ _____.</p>
--	--

In CONSIDERATION for the performance of the tasks set out above Commerce (requesting agency) shall pay James Rist (employee name) an amount not to exceed \$ \_\_\_\_\_ salary at the OT rate plus fringe for up to 3 months approximately 10-15 hours a week - see schedule above.  
Time & Labor coding information noted above.

**Approvals**  
Jim Jablke 3/30/22  
 Requesting Agency, by Date

Service Agency, by \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature _____	Date _____
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Comprehensive IT  
FY22-23 Service Level  
Agreement

in direct support of

***Commerce***

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# Service Agreement – General Terms

## Introduction

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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 sections:

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

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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 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, Chapter 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.
- In collaboration with Agency, MNIT is responsible for the accounting, management, and inventory of any IT property and assets purchased by MNIT post-consolidation for the purpose of compliance with statewide property management and accounting policies and procedures. The Agency is responsible for any IT property or assets purchased pre-consolidation. MNIT is dependent upon Agency to assist with the IT property and asset management and inventory. The Agency is responsible to utilize inventory best practices such as, but not limited to, submitting timely offboarding tickets, reporting lost, stolen or unused equipment, sharing federal asset purchasing requirements with MNIT, and other actions that impact MNIT's ability to account for, manage, and inventory IT property and assets.

## 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 resources 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.
- Report regularly to agencies on service delivery performance and timelines and get feedback from agencies on service levels and business needs.
- Manage all IT employees. All IT employees are MNIT employees and report through the MNIT Commissioner.
- Perform human resources services for MNIT employees. MNIT Human Resources (HR) has authority to perform IT-related employment tasks including, but not limited to, transactions, classification, compensation, staffing (including hiring and termination), labor relations, unemployment, workforce planning, recruitment, training, safety and investigations (those items subject to delegation by Minnesota Management and Budget are to the extent delegated by Minnesota Management and Budget). MNIT will consult with Agency if/when making Agency-based CBTO hiring decisions.
- 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 obtain performance feedback from Agency, 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.
- 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 volume, rate, and cost information to the Agency timely and sufficient for the Agency to plan, manage, and commit funding for Agency IT services, fiscal operations, and functions related to the CBTO and other MNIT employees. Collaborate with Agency to provide information timely for decision making.
- Develop and maintain IT disaster recovery plans and procedures for the recovery of the state's executive branch technology systems in case of system or IT service interruption or failure. MNIT will collaborate with executive branch state agencies' continuity of operations designated staff to develop and maintain recovery strategies consistent with business priorities, timelines, and resources. MNIT will coordinate and communicate response and recovery activities and timelines with executive branch state agencies' continuity of operations designated staff during a system or IT service interruption or failure. MNIT will also collaborate with executive branch state agencies' continuity of operations designated staff on training, testing, and exercise activities to determine and improve the effectiveness of IT disaster recovery plans and procedures consistent with business priorities, timelines, and resources. IT disaster recovery planning, training, and exercises will be conducted in accordance with federal and state standards and guidelines, including [the MNIT Information Technology Disaster Recovery Planning Standard](#).

## 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(s), or equivalent.
- Include the CBTO as a regular attendee of Agency leadership team meetings to provide IT-related reports and work in partnership with the Agency to enable MNIT IT strategy to support 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 enable Agency compliance with all applicable state and federal laws, rules, standards and regulations relating to the agency's IT

services. 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 provide 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 Agency 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 calendar 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 and timely financial reporting sufficient to plan, manage and commit funding for Agency IT services, fiscal operations and functions related to the CBTO and other 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

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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 applicable 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 enable 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

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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. 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 notify the Agency and 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. The Agency will notify MNIT that it received the request.
- 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 and does not waive any privileges afforded to not public data under applicable law. MNIT and the Agency must continue to protect any not public data as required by law.
- In accordance with the Data Practices Act, MNIT will only access and use not public Agency data to the extent necessary for 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 and MNIT will coordinate a response and work cooperatively to resolve the incident and comply with the notice and regulatory requirements under applicable state and federal law.
- 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 designated senior leadership staff person, Chief Financial Officer (CFO), and other appropriate finance staff as designated by the CFO to develop a budget for local services, and to ensure that all IT expenditures for the Agency are accounted for, such as staffing,

hardware, software, supplies, training, and administrative costs. 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

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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, subject to the limitations provided by law, and will not be responsible for the acts or omissions of the other party or its agents, employees or representatives, or the results thereof. Minn. Stat. § 3.736 shall govern the liability of each party. 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 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 or the Agency's ability to use third party contractors or products to meet its obligations under this SLA.

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# Revision Date 10/28/21

<b>Service Details</b>	<b>Summary Description</b>
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>
Hours of Support	<ul style="list-style-type: none"><li>• 7am-5pm Monday-Friday (except holidays)</li></ul>

## Executive Summary



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# Service Name: Geospatial Shared Services

Minnesota IT Services' (MNIT) Geospatial Information Services office (MnGeo) provides shared geospatial services that support the development, implementation and use of geospatial technology to a wide variety of stakeholders in Minnesota. Guided by state agencies, other government and non-government stakeholders, these geospatial shared services focus on the access to geospatial data and technology through providing access to enterprise licensing and web services that can be incorporated into applications and web browsers.

MnGeo provides access to four types of shared services including enterprise GIS licensing, geospatial data hosting and portal, and web services. To use the services, customers can submit a service request or contact MnGeo at [gisinfo.mngeo@state.mn.us](mailto:gisinfo.mngeo@state.mn.us). A service agreement is required [prior to the service being provided](#).

What systems or services are supported?

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- Geospatial enterprise software from Environmental Systems Research Institute and Microsoft (Bing Maps Services).
- Access to web and web map services.
- Publishing and access to the Minnesota Geospatial Commons.
- Geospatial managed hosting including Infrastructure as a Service (IaaS, Software as a Service (SaaS), and Platform as a Service (PaaS).
- Professional/Technical support services.

What services are included?

---

## Enterprise Licensing for GIS Software

MnGeo administrates the state's enterprise license agreement with Environmental Systems Research Institute. Agencies are provided access to core GIS desktop and server software and online subscription

tools and services at a significantly reduced rate. Key representatives are identified at each participating agency that can assist GIS professionals and business users with access to the software and services. MnGeo also serves as the key access point for obtaining GIS support. Learn more on [our website](#).

## Minnesota Geospatial Commons

The [Geospatial Commons](#) provides a hosted environment for agencies to publish geospatial data and metadata, and provides a common access point for agency or organization customers to access their data. Having data in a single place significantly reduces time for users to find and obtain the data.

## Web Services

MnGeo provides the following web services that agencies may obtain for use in applications, web pages. Technical documentation is available to agency customers:

- [Geocoding Service](#): MnGeo provides a secure "cascading" geocoding service for use in ArcGIS software and web applications. The service includes data layers for parcel points, address points, street centerlines, municipal boundaries, city centroids and 5 digit zip code centroids. The service is available only to State of Minnesota agencies for internal applications.
- [Bing Maps API](#): Access to the Bing Maps API can be requested by agencies. Each agency requesting access to the services is provided an "application key." The API can be used for both internal and external websites. The Bing Maps APIs include map controls and services that you can use to incorporate [Bing Maps](#) in applications and websites. In addition to interactive and static maps, the APIs provide access to other geospatial features such as geocoding, route and traffic data and spatial data sources that you can use to store and query data that has a spatial component, such as store locations. To learn more, see [Getting Started with Bing Maps](#).

## Geospatial Managed Hosting

Geospatial Managed Hosting is a service that uses services and storage in the State of Minnesota's enterprise data centers and secure cloud environment. This hosting service provides geospatial production, test, and development environments to deliver applications, data and services for customers. Requesting agencies may choose a shared or dedicated geospatial application hosting environment depending on their need.

Included in the service are: OS (operating system), geospatial software, professional services and underlying infrastructure support to assist application owners with configurations that meet application requirements.

Professional Services

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MnGeo offers a diverse set of GIS professional services to agencies on a fee-for-service basis. MnGeo staff work closely with its clients to define a suitable scope for the service, identify requirements, tasks and deliverables, create and refine a work plan and budget, execute and manage the defined effort to completion. All services are billed at monthly intervals.

Contact us for more Information

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For more information contact MnGeo [gisinfo.mngeo@state.mn.us](mailto:gisinfo.mngeo@state.mn.us).

How will the service be delivered?

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Fulltime support staff

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

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- Service hours for Geospatial Managed Hosting and Web Services Support services:
  - Production availability 7x24 x365
  - Geospatial Support staff on premise 7am-5pm Monday-Friday (except holidays)
- Submit requests through the MNIT Mall - Service Catalog.
- Submit break/fix incidents through the MNIT Service Desk.

What will the response time be?

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Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	<p>The hosted website, application, or web service is not operational for multiple users, or citizens during scheduled availability</p> <p>A major function of the hosting service is not operational for multiple users during the hours that the service is scheduled for availability</p>	Site displays a 500 Internal Server Error	1 Hour	4 hours
Priority 2 High	<p>A user has questions about the hosting service functionality or needs assistance in connecting to or using the service</p> <p>A user needs administrative assistance performing urgent updates or maintenance</p> <p>A minor function of the hosting service is not operational for many users (who can continue to use other application functions)</p>	User need directions regarding how to connect to or use a service or application	4 hours	2 business days
Priority 3 Med	A minor function of the service or application is not operational for one or few users (who can continue to use other application functions)	Geocoding service not allowing batch updates	8 hours	3 business days
Priority 4 Low	The service is not operational for one or few users outside of the hours of availability – and is not impacting citizen facing services or sites	One person reports and issues with connecting to a service or using an application	2 business days	5 business days

## What are the business responsibilities?

---

All requests for new services or applications are subject to a design process between MNIT and the subscriber. This process will insure the subscriber's needs are met while adhering to MNIT Managed Hosting design requirements.

The customer is responsible for the following:

- Submitting requests for software or services or support through the MNIT Service Catalog.
  - If a new request for services, provide a detailed requirements document.
- Provide resources to perform systems testing as needed.
- Provide customer contact information, customer number and charge number.
- Submit requests for modifying applications or services through the MNIT Service Catalog.
- Submit break/fix incidents through the MNIT Service Desk.
- Submit requests for decommissioning of old websites through the MNIT Service Catalog.

## When will regular maintenance be performed?

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- As scheduled or when updates and patches are provided from the software vendor.
- Any updates are planned, scheduled and performed within the existing change management windows.

## Change Management Process/Termination

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MNIT follows established enterprise change management procedures and processes.

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# Revision Date 12/20/2021

<b>Service Details</b>	<b>Summary Description</b>
Service Name	Custom Application Support and Development
Included	Custom application analysis, design, development and support
NOT included	3 <sup>rd</sup> party application support (other than installations) or enhancements
Delivery Method	Delivery via project management and service desk request fulfillment
Hours of Operation	7:30-5:00 M-F, excluding Holidays

# Executive Summary

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# Service Name: Custom Application and Development

Description

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Custom design and develop application and computer systems that meet Commerce, PUC, BOA and AELSLAGID business objectives and support existing applications

What systems or services are supported?

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- Analysis, design, development and testing of new applications written in house using Java, Access and FileMaker
- Support and maintenance of existing internally developed applications and systems utilized by in the support of business activities including production bug fixes and small enhancements to the existing application and computer systems
- Interfaces, data extracts and technical correspondence relating to the supported applications

What services are included?

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- Application architecture, analysis, and design
- Developing the application
- Testing the application
  - Hands on testing of the application

- Assisting end users with application testing
- Production release
  - Working with the business to prioritize support/maintenance activities for existing applications.
  - Custom programming of applications.
  - Creation of interfaces and services to other software or enabling the ability for other software to communicate with our systems.
  - Working with MNIT and the business to determine staffing for projects
  - Helping determine and manage the schedules for the deliverables
  - Management and approval of IT contracts
- Application Support & Maintenance activities include:
  - Bug fixes
  - Small enhancements
  - Small data requests
  - Routine maintenance (e.g. version upgrades, installing software)
  - Reports
  - IT contract management, tracking, and monitoring

What services are NOT included?

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Support, debugging and research of the internal workings of vendor or 3<sup>rd</sup> party applications.

How will the service be delivered?

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Requests for the service are made by the business unit. Based on the size of the requests, they are either reviewed by and executed by MNIT staff in first-come first serve order, or referred to the Executive Technology Steering Team or business management for priority-setting

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

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- 7:30 AM – 5:00 PM, Monday – Friday
- Open a service desk ticket at [Minnesota Service HUB - Catalog \(onbmc.com\)](https://onbmc.com)
- Service Desk: 651-539-1681 (Please call Service desk to indicate a priority or to escalate ticket)



What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	<ul style="list-style-type: none"> <li>Service not available for multiple users during the scheduled availability</li> </ul> <p>A major function of the service is not operational for multiple users during the hours that the service is scheduled for availability</p>	<p>Unplanned application outage</p> <p>Application performance is degraded</p>	2 hours	2 hours
Priority 2 High	<ul style="list-style-type: none"> <li>A minor function of service is not operational for one or more users (who can continue to use other service functions)</li> <li>A user has questions about the service functionality or needs assistance in using the service.</li> </ul> <p>A user needs administrative assistance.</p>	<p>application function is degraded</p> <p>a group of users cannot access application</p>	1 business day	1 business day
Priority 3 Med	<ul style="list-style-type: none"> <li>A major function of the service is reported as non-operational during Downtime Period.</li> </ul> <p>Enhancement requests</p>	<p>Database connection not working</p>	2 business days	2 business days
Priority 4 Low	<p>The service is not operational for one or more users outside of the hours of availability.</p>	<p>Application front end not available</p>	5 business days	5 business days

What are the business responsibilities?

- Providing business subject matter experts
- Approving business requirements and deliverables
- Time to work with MNIT staff for questions
- Providing user acceptance testing
- Approving the release to production
- Provide timely feedback on reasonable requests for testing and feedback
- Prompt funding of requests

When will regular maintenance be performed?

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- **Monday – Friday:** maintenance is scheduled with Change Management approval, outside of program business hours of 7:30 AM – 5:00 PM.
- **Saturday – Sunday:** maintenance is scheduled with Change Management approval, outside of program business hours, which can vary on weekends.

Change Management Process/Termination

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MNIT follows established change management procedures and processes

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Revision Date 12/20/2021

<b>Service Details</b>	<b>Summary Description</b>
Service Name	IT Purchasing and Contracting
Included	IT Commodities and Contracts
NOT included	Non-IT commodities or contracts, MNIT Enterprise contracts
Delivery Method	Service desk tickets, email, Direct customer contact
Hours of Operation	7:30-5:00 M-F, excluding Holidays

# Executive Summary

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**Service Name: IT  
Purchasing and Contracting**

Description

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Procurement of IT commodities and services. Management and execution of software purchasing and renewal processes, hardware purchasing, contracts, budget preparation and forecasting.

#### What systems or services are supported?

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- Purchasing of IT commodities
- Contracts for IT services
- IT budgeting and forecasting

#### What services are included?

---

- Review of new software purchase requests
- Maintenance and monitoring of software and contract renewal dates
- Commodity purchase requests through the CPRS system
- Receiving of all IT purchases and distribution to the service desk for provisioning
- Validation and approval of invoices received for all IT commodity and contract purchases
- Annual report of all computers reaching end-of-life to facilitate new purchases
- Coordination of hardware offerings/upgrades etc. with our vendor
- FY budget projections
- Coordination with the business to determine the appropriate contract terms and deliverables
- Writing/reviewing proposed contracts
- Initiation of RFP/RFB/RFO in the CPRS system
- Contract negotiation and management of contract
- Ongoing monitoring of vendor performance
- Resolution of billing issues

#### What services are NOT included?

---

- Purchasing of non - IT commodities

- Contracts for non – IT services

How will the service be delivered?

---

- Service desk ticketing system
- Using verbal or email communication

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

---

- 7:30 AM – 5:00 PM, Monday – Friday
- Open a service desk ticket at [Minnesota Service HUB - Catalog \(onbmc.com\)](https://onbmc.com)
- Service Desk: 651-539-1681 (Please call Service desk to indicate a priority or to escalate ticket)

What will the response time be?

---

<b>Response Level</b>	<b>Definition</b>	<b>Example</b>	<b>Response Target</b>	<b>Return to Service Target</b>
Priority 1 Critical	Software is needed as soon as possible for a critical service	Adobe Creator is needed immediately	1 day – 1 week	1 day – 1 week
Priority 2 High	Software or hardware are needed quickly for a critical service	A special software is needed	1-4 weeks	1-4 weeks
Priority 3 Med	Software, hardware or contracted services are needed in the near future to support the business goals	A contract for an agency priority is needed as soon as possible	4-12 weeks	4-12 weeks
Priority 4 Low	Software, hardware or contracted services are needed in the future to support the business goals	A contract for a future development project is needed	12-20 weeks	12-20 weeks

What are the business responsibilities?

---

- Providing business subject matter experts
- Approving business requirements and deliverables
- Time to work with MNIT staff for questions
- Providing user acceptance testing
- Approving the release to production
- Provide timely feedback on reasonable requests for testing and feedback
- Prompt funding of requests

When will regular maintenance be performed?

---

Not applicable

Change Management Process/Termination

---

Not applicable

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**Revision Date 12/20/2021**  
**Executive Summary**

<b>Service Details</b>	<b>Summary Description</b>
Service Name	Tailored Service Desk Services
Included	Conference Room, Video Conferencing, and Granicus support
NOT included	Support of non-approved hardware and software, personally owned computers and video conferencing hardware and software
Delivery Method	Remote management tools, service desk tickets, walk up support, phone support, direct customer contact
Hours of Operation	7:30-5:00 M-F, excluding Holidays

---

# Service Name: Tailored Service Desk Services

Description

---

IT Services not provided by the MNIT Enterprise Service Desk that are still needed by the agencies being supported such as receipt of commodities, conference room and video conferencing support, and hands-on support.



## What systems or services are supported?

---

- Receiving of all IT purchases and distribution to the service desk for provisioning
- Assisting with IT peripheral and accessory purchases by the agency
- Video conferencing support, including Granicus
- Conference Room Support
- Hands-on PC, mobile device and phone support
- PC peripheral and accessory support

## What services are included?

---

- First level approval of commodity purchase requests including determination of MNIT v non-MNIT purchases
- Receiving of all IT purchases and distribution to the service desk for provisioning
- Assisting with IT peripheral and accessory purchases by the agency
- Video conferencing support, including Granicus
- Conference Room Support
- Hands-on PC, mobile device and phone support
- PC peripheral and accessory support

## What services are NOT included?

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Enterprise Service desk services, non-IT related services

## How will the service be delivered?

---

- Service desk ticketing system

- Using verbal or email communication

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

---

- 7:30 AM – 5:00 PM, Monday – Friday
- Open a service desk ticket at [Minnesota Service HUB - Catalog \(onbmc.com\)](https://onbmc.com)
- Service Desk: 651-539-1681 (Please call Service desk to indicate a priority or to escalate ticket)

What will the response time be?

---

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	<ul style="list-style-type: none"> <li>Service not available for multiple users during the scheduled availability</li> </ul> <p>A major function of the service is not operational for multiple users during the hours that the service is scheduled for availability</p>	Failure of a system, or multiple users unable to work, need to meet a business deadline	2 hours	2 hours
Priority 2 High	<ul style="list-style-type: none"> <li>A minor function of service is not operational for one or more users (who can continue to use other service functions)</li> <li>A user has questions about the service functionality or needs assistance in using the service.</li> </ul> <p>A user needs administrative assistance.</p>	Specialty software or hardware not functioning for select individuals	1 business day	1 business day
Priority 3 Med	<ul style="list-style-type: none"> <li>A major function of the service is reported as non-operational during Downtime Period.</li> </ul> <p>Enhancement requests</p>	Reports not available, part of a service is down	2 business days	2 business days
Priority 4 Low	The service is not operational for one or more users outside of the hours of availability.	Someone needs information or access outside the normal business hours	5 business days	5 business days

What are the business responsibilities?

- 
- Providing business subject matter experts
  - Approving business requirements and deliverables
  - Time to work with MNIT staff for questions
  - Providing user acceptance testing
  - Approving the release to production
  - Provide timely feedback on reasonable requests for testing and feedback

- Prompt funding of requests

When will regular maintenance be performed?

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- **Monday – Friday:** maintenance is scheduled with Change Management approval, outside of program business hours of 7:30 AM – 5:00 PM.
- **Saturday – Sunday:** maintenance is scheduled with Change Management approval, outside of program business hours, which can vary on weekends.

Change Management Process/Termination

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MNIT follows established change management procedures and processes

*Revision Date 10/28/2021*

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# Executive Summary

Service Details	Summary Description
Service Name	<a href="#">Database Administration</a>
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-premises 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, weekends, and holidays</li> <li>• Non-production: M-F; 7 a.m.-5 p.m.</li> </ul>

---

# Service Name: Database Support - Shared Services

## Description

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Database Support Services offered by Minnesota IT Services (MNIT) manage highly available and secure environments for agency databases.

Database services includes support for Oracle, Microsoft SQL Server, and IBM DB2 databases. DB2 is supported on the IBM Mainframe (DB2 zOS) and on distributed platforms (DB2 LUW). All three types of

databases may be hosted on dedicated servers/Virtual Machines (VM) or on multi-tenant hosts provided by MNIT Database Shared Services for Oracle and Microsoft SQL Server.

- **Dedicated Server/VM Databases:**
  - Databases on distributed platforms that are large, complex, have high volume workloads or compliance requirements which mandate database segregation are hosted on dedicated servers/VMs. Customers may choose to have dedicated hosts for databases based solely on a preference for a segregated database environment for their application.
- **Multi-Tenant Shared Database Services:**
  - MNIT Shared Database Hosting provides a lower cost option for customer applications in a multi-tenant environment. Databases in the shared hosting environment should fit all these criteria: small, simple, and low volume workloads.

**MNIT Shared Services Database Administrators** (DBA) staff are responsible for the build and all operational aspects of the database environment and for the physical administration of the database.

**MNIT @agency application staff and data base administrators** (DBAs) are responsible for the logical design and definition of the database – the data definition library (DDL) and all data content.

\*\*These roles free MNIT staff at partner agencies to focus on the application and business issues.

What systems or services are supported?

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### **Distributed systems supported database management software**

- Oracle
- Microsoft SQL Server
- IBM DB2

### **Mainframe supported database management software**

- IBM DB2

What services are included?

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**All Database Services include:**

- Installation, administration, backup configuration and recovery processes, performance tuning, product life cycle management, environment management, monitoring, and database capacity management.
- 24x7 technical support is available for production databases.

**Shared Database Hosting also includes:**

- Database license and software costs
- Mainframe/Server/VM charges (except database storage)
- Annual database software maintenance

## What services are NOT included?

---

Management and use of the business side application

### Shared SQL Database Hosting does not include:

- Database storage costs

### Dedicated Hosted Database Support does not include:

- Database license and software purchase costs
- Dedicated Server/VM monthly charges
  - *See Hosting Service Description for more information*
- Annual software maintenance

## How will the service be delivered?

---

- Fulltime support staff
- Either from the MNIT on-premises or external cloud computing environments, depending on business needs or requirements

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

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- Service hours for Production:
  - 24x7x365
  - Prime support hours: M-F; 7 a.m.-5 p.m. (except holidays)
  - On-call during off hours and all-day Saturdays, Sundays, and holidays
- Service hours for Non-Production
  - Prime support hours: M-F; 7 a.m.-5 p.m.
- Submit requests through the online Minnesota Service Hub
- Submit break/fix incidents through the MNIT Service Desk



What will the response time be?

<b>Response Level</b>	<b>Definition</b>	<b>Example</b>	<b>Response Target</b>	<b>Return to Service Target</b>
Priority 1 Critical	<p>The hosted website is not operational for multiple users, or citizens during scheduled availability</p> <p>A major function of the hosting service is not operational for multiple users during the hours that the service is scheduled for availability</p>	A production site displays that an application is unavailable	15 minutes	2 hours
Priority 2 High	<p>A user needs administrative assistance performing urgent updates or maintenance</p> <p>A minor function of the hosting service is not operational for many users (who can continue to use other application functions)</p>	Application support staff are reporting issues of concern related to aspects of production processing	2 hours	12 hours
Priority 3 Med	<p>A minor function of the hosting service is not operational for one or few users (who can continue to use other application functions)</p> <p>A user has questions about the hosting service functionality or needs assistance in using the service</p>	Application support staff are reporting issues of limited concern related to one aspect of processing	8 hours	72 hours
Priority 4 Low	The hosting service is not operational for one or few users outside of the hours of availability – and is not impacting citizen facing services or sites	One person reports an issue with a database user account.	2 business days	120 hours

\*\*Percentage meeting Return to Service Target by Year and Month: 80%\*\*

## What are the business responsibilities?

---

All installations are subject to a design process between MNIT and the subscriber. This process will ensure the subscriber's needs are met while adhering to MNIT Managed Hosting design requirements.

The customer is responsible for the following:

- Submit requests through the online Minnesota Service Hub:
  - Requests for new databases
    - Provide a detailed application requirements list
    - Provide detailed design document(s) approved by MNIT Cloud Architecture and Secure Engineering
    - Provide Data Definition Language (DDL) to describe the data and information structures
  - Requests for modifying database structures
  - Requests for data refreshes
  - Requests for decommissioning of old databases
- Submit break/fix incidents through the MNIT Service Desk
- Provide Extract, Transform and Load (ETL) scripts to perform data loads into information structures
- Provide resources to perform systems testing as needed
- Provide customer contact information, customer number and charge number

## When will regular maintenance be performed?

---

- As updates and patches are provided from the software vendor
- Any updates are planned, scheduled, and performed within the existing change management windows

## Change Management Process/Termination

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MNIT follows established enterprise change management procedures and processes.

Service Details	Summary Description
Service Name	Enterprise Hosting Services
Included	<ul style="list-style-type: none"><li>• Data Center Services and Support</li><li>• Enterprise Cloud Services</li><li>• Virtual Desktop</li><li>• Enterprise Secure File Transfer Protocol (SFTP)</li><li>• 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</li><li>• 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>• On premise support:<ul style="list-style-type: none"><li>○ Monday through Friday, 6 a.m.-6 p.m.</li></ul></li><li>• On call support:<ul style="list-style-type: none"><li>○ Monday–Friday 6p.m. to 6 a.m.</li><li>○ Saturday, Sunday and Holidays</li></ul></li></ul>

# Executive Summary

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# Service Name: Enterprise Hosting

## Description

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Enterprise Hosting Services consist of many components that comprise a highly available and secure environment to house agency applications and systems.

The specific quantity and location of any component will be decided by the requirements of each application and system. Ongoing management and analysis will ensure that system components are configured and maintained to meet agency partner needs.

Periodic reviews are conducted of the prescribed services currently in use. Agency partners will be given opportunity to refine the current environment to ensure the agency environment is running efficiently and that resources are not over- or under-allocated or provisioned. Adjustments can ensure the resources align properly with the business requirements. Pre-determined standards for consistent management and support are utilized. The following features apply to all hosting services:

- All Shared Hosting environments are built and configured with hardware redundancy within the Data Centers, but not between the Data Centers to ensure the Compute Infrastructure stays up and running.
- All environments are updated and managed to ensure that any changes or updates to the application are met.
- The hosting environment will allow for continued evaluation and modification to the existing environment, to meet technical or budgetary requirements.
- All services are designed and built according to Minnesota IT Services security standards, policies and governance requirements.

What systems or services are supported?

---

- Compute

- Storage
- Data center network
- Space and utilities
- Security
- Software licensing
- Management tools

What services are included?

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- Hosting – Data Center RU (Rack Units / Physical Hosting)
- Hosting – Dedicated Server
- Hosting – Shared Hosting (Virtualization vCPU & vRAM)
- Hosting – Data Storage
- Hosting – Cloud Hosting (Compute and Data Storage)
- Hosting – Enterprise SFTP
- Hosting – Enterprise Virtual Desktop
- Data Storage Backups
- Data center network connectivity
- Space and utilities
- Security
- Software licensing
- Management tools

What services are NOT included?

---

- WAN connectivity
- Mainframe services
- Management and use of the business side application
- Application and database licensing
- Disaster Recovery

How will the service be delivered?

---

- Full time MNIT support staff
- Provided server equipment and infrastructure
- Either on Premise or in the Cloud depending on needs or requirements

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

---

- 24x7x365 expected infrastructure up time.
- M-F, 6 a.m.-6 p.m. on premise support staff; On-call off hours and all-day Saturday and Sunday.
- Submit routine requests to the MNIT Service Hub
- Submit break/fix incidents through MNIT Service Desk

What will the response time be?

---

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	<p>The hosted website is not operational for multiple users, or citizens during scheduled availability.</p> <p>A major function of the hosting service is not operational for multiple users during the hours that the service is scheduled for availability.</p>	Site displays a 404 page not found error.	15 minutes	2 hours
Priority 2 High	<p>A user has questions about functionality or needs assistance in using the service.</p> <p>A user needs administrative assistance performing urgent updates or maintenance.</p> <p>A minor function of the hosting service is not operational for many users (who can continue to use other application functions).</p>	Web Administrators are unable to access FTP or ROOT folders to update security related issues, contents, and site functionality.	2 hours	8 hours
Priority 3 Med	A minor function of the hosting service is not operational for one or few users (who can continue to use other application functions).	Web Administrators are unable to access FTP or ROOT folders to update low priority contents/verbiage.	8 hours	2 business days
Priority 4 Low	The hosting service is not operational for one or few users outside the hours of availability – and is not impacting citizen facing services or sites.	One person reports issue with their browser displaying page content.	2 business days	5 business days

What are the business responsibilities?

---

- Assist in creating realistic expectations.
- Submit requests for new hosting environment.

- Submit request to change existing hosting environment.
- Submit request to decommission existing hosting environment.
- Report any issues as soon as possible through the Minnesota IT Service Hub or by contacting the MNIT Enterprise Service Desk.

When will regular maintenance be performed?

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- As updates and patches are provided from the equipment manufacturer or software provider.
- Any updates are planned, scheduled and performed within the existing change management windows.

Change Management Process/Termination

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Minnesota IT Services follows established enterprise change management procedures and processes.

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*Revision Date 09/01/2021*

# Executive Summary



Service Details	Summary Description
Service Name	<a href="#">LAN</a>
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>24x7x365</li> </ul>

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# Service Name: Local Area Network (LAN) Services

## Description

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LAN services from Minnesota IT Services provide secure network connections to a user's computing device. These connections enable access to network-based information, resources and services that employees need to do work. LAN services generally operate within a building or campus and provide connections to the state network known as Minnesota's Network for Enterprise Technology (MNET). Network connections may be wired or wireless. LAN ports also support the Ethernet connection of wired devices besides computers such as printers, file/print servers, IP telephones, videoconferencing codecs, wireless access points, and security monitoring devices.

## What systems or services are supported?

---

- Install and configure LAN premise equipment and connect to structured cabling systems
- LAN devices: Up/down, standard operation and correct configuration
- LAN firewall service: Up/down, standard operation and correct configuration
- Provide, monitor and manage LAN equipment with enterprise tools and inventory systems
- Manage a distributed LAN equipment spares inventory
- Manage structured cabling and associated infrastructure
- Arrange for on-site technical support as needed

## What services are included?

---

LAN services provides infrastructure within a building or campus environment, which enables IP-based data, voice and video communications among local resources within an organization. LAN services support the infrastructure components (wired and wireless) and resources required to enable connectivity from end user computing devices. The service includes equipment, maintenance, configuration, administration, monitoring, and support of the agency premise networking infrastructure.

## What services are NOT included?

---

- Fiber-based installation: For large construction, remodeling and office moves, LAN architecture and detailed design work is billed per installation.
- LAN structured cabling systems: One-time charges for installation, update or repair of LAN wiring systems (cabling, wall plates, patch panels, etc.) are billed per installation.

## How will the service be delivered?

---

Each MNIT Enterprise Services customer has a designated Enterprise Services Relationship Manager who works with the customer on an individual basis for their IT service needs. In partnership with the Installation Coordinators and Service Managers, the Relationship Manager:

- Facilitates service implementation.
- Coordinates Minnesota IT Services staff and resources as needed.
- Provides consultation, needs assessment, analysis, and cost-effective solutions.
- Develops proposals and service agreements.
- Assists with writing procurement specifications.

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

---

## Minnesota IT Services Service Desk Contacts

- **Business Hours:** 24 x 7
- **Contact Name:** Minnesota IT Services Service Desk
- **Phone Number:** 651-297-1111
- **Website and Service Catalog:** [mn.gov/Minnesota IT Services](http://mn.gov/Minnesota%20IT%20Services)

What will the response time be?

---

<b>Response Level</b>	<b>Definition</b>	<b>Example</b>	<b>Response Target</b>	<b>Return to Service Target</b>
Priority 1 Critical	Any Incident that has “massive impact” and is highly visible, impacts a significant number of Users, a major agency, application or service, and has no redundancy or alternate path.	A LAN CORE and associated access switch infrastructure is in a degraded state or non-functional for all users at a large office site or a designated mission critical site.	15 minutes	2 hours* * Business Hours
Priority 2 High	Incident deemed to have a high impact by being highly visible, impacting a significant number of users, impacting a major agency, application or service, where there is no redundancy or alternate path, and a bypass is unavailable.	A LAN switch is non-functional for a group of users connected to that LAN device.	2 hours	8 hours* * Business Hours
Priority 3 Med	Incident deemed to have a medium impact by being visible, impacting a limited number of users, where a resource or service is down or degraded.	A LAN connection to an individual user is not working or the LAN switch uplink path is at bandwidth capacity, or a WLAN AP has limited capacity.	8 hours	2 business days
Priority 4 Low	Any incident that impacts a small number of users or a single user where a resource or non-critical service is down or degraded and a deferred fix or maintenance is acceptable.	LAN individual home user has intermittent connection issues	4 hours	5 business days

### What are the business responsibilities?

- 
- Designate a 24 x 7 point of contact for each building or campus LAN environment, and provide access to buildings, communications rooms and other facilities as needed.
  - Provide electrical power to LAN infrastructure devices.

- Ensure that each location meets Minnesota IT Services minimum standards including documentation, wiring, power, HVAC, access, and security. Please contact the Minnesota IT Services Service Desk for a detailed list of requirements.
- The cost of the design, planning, installation, replacement or repair of structured cabling/wiring used for LAN services.
- Ensure that all local area network users obtain network access only with their own user IDs.
- When calling in a problem, provide as much relevant information as possible to help troubleshooting and resolution.

### When will regular maintenance be performed?

---

To ensure optimal performance of LAN services, routine maintenance will be performed on a regular basis by MNIT Services staff and their external partners. The service unavailability during scheduled maintenance windows will be excluded from the uptime calculations.

MNIT Services will provide customers a 5-business day advance notice of scheduled maintenance. All prescheduled systems maintenance, unless otherwise agreed upon in advance, shall be performed on the following schedule:

- Monday - Friday: 2 a.m. to 6 a.m. CDT
- Saturday: 2 a.m. to noon CDT

### Change Management Process/Termination

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MNIT follows established enterprise change management procedures and processes.

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*Revision Date 09/15/2021*

# Executive Summary

Service Details	Summary Description
Service Name	<a href="#">Middleware</a>
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 if MQ messaging is employed</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 7x24x365</li> <li>• On-call off hours, weekends, and holidays</li> <li>• Non-production: M-F; 7 a.m.-5 p.m.</li> </ul>

---

# Service Name: Middleware Support - Shared Services

## Description

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Middleware software manages communication between an application's component parts (web, application, and database hosts/VMs) by providing services that enable concurrency, transaction management and messaging. Middleware software sits between the operating system and the application code. Middleware simplifies the leveraging of services within the application environment, as well as with other applications.

- Tier 1 consists of a Middleware instance on an application server/VM and use of shared platforms for web presentation services
- Tier 2 is an add-on option to Tier 1 for using dedicated host/VM(s) for web presentation or other services, instead of using shared multi-tenant hosts.

What systems or services are supported?

---

### **Distributed systems supported software**

- WebSphere
- JBoss
- Tomcat
- MQSeries

### **Mainframe supported software**

- CICS
- MQSeries

What services are included?

---

### **All Middleware Support Services include:**

- All Middleware support services include software installation, implementation, design assistance and administration, as well as ongoing support for deployments, administration tools, monitoring, maintenance and patching, service coordination, role-based access security, upgrades, backup configuration and recovery procedures.
- 24x7x365 technical support is available for production instances.

### **Middleware Tier-1 also includes:**

- Middleware software license
- Annual software maintenance

## What services are NOT included?

---

- Management and use of the business side application
- Database charges for advanced message queue systems (MQS) databases used by Middleware for asynchronous messaging between applications

*See Database Service Description for more information*

### **Middleware Tier-1 does not include:**

- Dedicated application server/VM charges

*See Hosting Service Description for more information*

### **Middleware Tier-2 does not include:**

- Dedicated Web presentation or other services - server/VM charges

*See Hosting Service Description for more information*

## How will the service be delivered?

---

- Fulltime support staff
- Either from the MNIT on-premises or external cloud computing environments, depending on business needs or requirements

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

---

- Service hours for Production
  - 7x24x365
  - Prime support hours: M-F; 7 a.m.-5 p.m. (except holidays)
  - On-call during off hours and all-day Saturdays, Sundays, and holidays
- Service hours for Non-Production
  - Prime support hours: M-F; 7 a.m.-5 p.m.
- Submit requests through the online Minnesota Service Hub



- Submit break/fix incidents through the MNIT Service Desk

## What is the response time?

Response Level	Issue Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	<p>The middleware-hosted application is not operational for multiple users during scheduled availability.</p> <p>A major function of a middleware-hosted application is not operational for multiple users during the hours that the service is scheduled for availability.</p>	<p>A production application site is unresponsive to a request. A security exposure has been identified and needs urgent resolution.</p>	15 minutes	2 hours
Priority 2 High	<p>A customer needs to have urgent updates or urgent maintenance applied to Middleware infrastructure.</p> <p>A minor function of a Middleware-hosted application is not operational for many users (who can continue to use other application functions).</p>	<p>A production application site functionality is returning unusual results.</p>	2 hours	12 hours
Priority 3 Med	<p>A minor function of a middleware-hosted application is not operational for one or few users (who can access other application functions).</p> <p>A user has questions about the middleware service functionality, needs assistance in using the service or is requesting Middleware configuration changes.</p>	<p>Application site functionality is returning unusual results. A help desk work request is received asking for middleware configuration changes.</p>	8 hours	72 hours
Priority 4 Low	<p>The middleware application hosting service is not operational for one or few users outside of the hours of availability – and is not impacting citizen facing services or sites.</p> <p>A customer has questions requiring research about the middleware service functionality or needs assistance in researching the technology used in the middleware service.</p>	<p>One person reports an issue with the browser displaying application page content.</p> <p>A customer submits a request to the help desk requiring middleware product research.</p>	2 business days	120 hours

## What are the business responsibilities?

---

All installations are subject to a design process between MNIT and the subscriber. This process will ensure the subscriber's needs are met while adhering to MNIT Managed Hosting design requirements.

The customer is responsible for the following:

- Submit requests through the online Minnesota Service Hub:
  - Requests for new Middleware implementations
    - Provide a detailed application requirements list
  - Requests for modifying Middleware configurations
  - Other service requests and inquiries
  - Decommissioning requests for Middleware instances
- Submit break/fix incidents through the MNIT Service Desk
- Work with Enterprise Monitoring group if synthetic transaction monitoring is required
- Provide resources to perform systems testing as needed
- Provide customer contact information, customer number and charge number

## When will regular maintenance be performed?

---

- As updates and patches are provided from the software vendor.
- Any updates are planned, scheduled, and performed within the existing change management windows.

## Change Management Process/Termination

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MNIT follows established enterprise change management procedures and processes.

Service Details	Summary Description
Service Name	<a href="#">Web Management</a>
Included	<ul style="list-style-type: none"><li>Enterprise Web Content Management - SDL Web (Tridion) and Hosting</li><li>Website development, design, 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>

# Executive Summary

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## Service Name: Web Management Services

Description

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MNIT's Web Management Services refers to the inventory, development, and innovation of state websites as an asset to the overall digital estate. This includes:

- Website hosting and lower environments
- Website development and design
- Web Content management tools
- Search and website platforms, templates, and customizations
- Chatbot capabilities
- Interactive, lightweight applications and forms
- Multi-lingual, natively accessible, secure websites

Note: MNIT support of quality assurance and analytics tools is limited to those tools offered by the service.

As part of the Web Management service, MNIT offers an enterprise web content management system (WCMS) SDL Web (Tridion) and web hosting options. Our WCMS hosts the MN.gov portal and the Governor's Office Website, which includes 188+ supported sites supported with capacity for more.

## What systems or services are supported?

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- Enterprise web content management system SDL Web (Tridion) and its hosting environments
- Static websites and hosting

## What services are included?

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- **Staging and live publishing environments for both dynamic and static web options:**
  - **Full-Service Enterprise Web Content Service Management** – Enterprise content management services that allows state employees to build, launch and maintain their own websites. This may include templates, training, user group, hosting, support services, monitoring, security, usage reporting, disaster recovery, identity and access management, licensing, site health monitoring, etc.
  - **Static Web Hosting (HTML, ASP, etc.)** – Allows customers to host their own content and multi-media content (internal or vendor provided).
- **Robust environments and support including:**
  - Enhanced security protections
  - Accessibility standards that meet WCAG 2.0 standards and ARIA recommendations
  - Load balancing
  - Environment redundancy and fail over

- Backup and recovery (full DR Plan)
- Enhanced monitoring tools for system health
- Patches & upgrades of the WCMS
- Website publication migration from one release to another (the content on the website is responsibility of the agency)
- Software version control for enhancements

## What services are NOT included?

---

- Management and use of the business side application
- Content management
- WCMS Website Publication license and Content Management user licenses
- Optional Web Management services provided at an additional cost:
  - **Quality Assurance website tool**
    - Includes scheduled or on-demand reporting of accessibility, link checking and spellcheck
  - **Web Analytics**
    - Advanced website statistics including user journeys, conversion rates and A/B testing
    - Visualization of users' clicks and scrolls with heat maps
    - Priority pages, referral paths and demographics of users
    - Feedback mechanism, create workflows and respond to users in real time
  - **Custom Search**
    - Search capabilities outside of the WCMS in Static Web Hosting
  - **Chatbot**
    - Dynamic chatbots with usage reports can link to live agents
  - **Professional Services**
    - A service agreement is required for one-time professional services charges for website development, design, content migration, search customization, and any further customizations. These costs are separate from the monthly hosting costs. Professional Services available include:
      - Initial environment configuration
      - Branding and design, within enterprise templates
      - Information architecture
      - WCMS training and support
      - Content management
      - Customized configuration of search capability and tuning
      - Customized templates for the agency website
      - Customized configuration of analytics tracking codes
      - API integration with existing applications

## How will the service be delivered?

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- Fulltime support staff
- Either from the MNIT on premise or external cloud computing environment, depending on the business needs or requirements

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

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- Production availability 7x24x365
- Service hours for Web Management support services:
  - WCM support hours: M-F; 7 a.m.-5 p.m. (except holidays)
  - On-call support is not available
- Submit requests through the online Minnesota Service Hub
- Submit break/fix incidents through the MNIT Service Desk

## What will the response time be?

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<b>Response Level</b>	<b>Definition</b>	<b>Example</b>	<b>Response Target</b>	<b>Return to Service Target</b>
Priority 1 Critical	The hosted website is not operational for multiple users, or citizens during scheduled availability  A major function of the hosting service is not operational for multiple users during the hours that the service is scheduled for availability	Site displays a 500 Internal Server Error	15 minutes*	2 hours*
Priority 2 High	A user needs administrative assistance performing urgent updates or maintenance  A minor function of the hosting service is not operational for many users (who can continue to use other application functions)	Web content managers are unable to access WCMS or static site folders to update security related issues, contents, and site functionality	2 hours*	4 hours*
Priority 3 Med	A user has questions about the hosting service functionality or needs assistance in using the service  A minor function of the hosting service is not operational for one or few users (who can continue to use other application functions)	Web content managers are unable to access WCMS or static site folders to update low priority contents and verbiage	8 hours*	8 hours*
Priority 4 Low	The hosting service is not operational for one or few users outside of the hours of availability – and is not impacting citizen facing services or sites	One person reports issue with their browser displaying page content.	2 business days	2 business days

- \* Times listed represent normal business hours 7:00AM-5:00PM, as this service does not have on-call support

What are the business responsibilities?

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All installations are subject to a design process between MNIT and the subscriber. This process will ensure the subscriber's needs are met while adhering to MNIT Managed Hosting design requirements.

The customer is responsible for the following:

- Submit requests through the online MNIT Service Hub
- Requests for new website
- Provide a detailed requirements document
- Requests for decommissioning of old websites
- Requests for modifying websites
- Submit break/fix incidents through the MNIT Service Desk
- Provide resources to perform systems testing as needed
- Provide customer contact information, customer number and charge number

When will regular maintenance be performed?

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- As updates and patches are provided from the software vendor
- Any updates are planned, scheduled and performed within the existing change management windows

Change Management Process/Termination

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- MNIT follows established enterprise change management procedures and processes

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*Revision Date 07/14/2021*

# Executive Summary

Service Details	Summary Description
Service Name	<a href="#">Laptop Bundle/Desktop Bundle</a>
Included	<ul style="list-style-type: none"> <li>• Standard Laptop, replaced every 4 years</li> <li>• Standard Desktop, replaced every 5 years</li> <li>• Docking station, keyboard and mouse (replaced with laptop if necessary, monitor not included)</li> <li>• Workstation management and protection package: 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/desktop</li> <li>• Monitor(s)</li> <li>• Memory upgrade</li> <li>• Headset</li> <li>• Cameras (required to use all the functionality of Microsoft Teams)</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>

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# Service Name: Laptop/Desktop Bundle

Description

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Bundles include standard laptop and desktop computers selected from the list of Enterprise Standard devices adopted by MNIT Services, plus workstation management, support, and inventory management of hardware and software. Standard laptops and desktops are selected from the list of Enterprise Standard devices adopted by MNIT Services.

Upgrade options are available to meet business needs. There is a one-time charge at the time of purchase for optional add-ons and hardware upgrades (listed below). Monthly bundle rates will remain unchanged.

## Considerations

- Billing details: Invoicing is based on monthly usage counts that are downloaded from the BMC Helix Configuration Management Database (CMDB). Only devices in a “Deployed” status are billable.
- Agency partners purchasing Laptop/Desktop Bundles must also purchase Enterprise Software Bundles.
- Hardware will be replaced every 4 years for laptops and 5 year for desktops unless the agency requests and pays for a shorter replacement cycle. Longer replacement cycles are not allowed.
- Shorter refresh cycles of 2-3 years are available (a one-time charge will apply) but must be applied to all laptop/desktop bundles at the agency.
- Early replacement of individual laptops/desktops requires the agency to pay off the remaining months of the life expectancy of the device.

What systems or services are supported?

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- Laptop/Desktop PC's
- Monitors
- Keyboard and mouse
- Security patching and encryption
- Inventory management for hardware and software

What services are included?

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- Workstation management and protection package
- Workstation support, including remote desktop and deskside support

What services are NOT included?

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- WAN Management
- Firewall configuration

How will the service be delivered?

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- Fulltime Support Staff
- Remote and Deskside configuration

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

- 7x24x365 up time with following support hours - M-F, 7 a.m.-5 p.m.
- Submit requests through the Minnesota Service Hub – Desktop/Computer Support
- Submit break/fix incidents through the MNIT Service Desk

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	Interruption making a critical functionality inaccessible or a complete interruption causing a severe impact on public-facing services availability.	All users at an agency are unable to log into the network causing an impact to public services.	30 minutes	*Immediately
Priority 2 High	Critical functionality or accessibility interrupted, degraded or unusable, having a severe impact on internal services availability. No acceptable alternative is possible.	Users are unable to access a critical application; the impact is limited an individual agency.	1 hour	12 hours
Priority 3 Medium	Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.	Email encryption is intermittently failing	24 hours	72 hours
Priority 4 Low	Application, procedure, or peripheral device is unusable for an individual user.	A user's docking station or external monitor is not functioning.	48 hours	120 hours

\*Note: Priority 1 service interruptions receive the highest priority and are given immediate attention until the issue is resolved. The goal is to restore functionality as soon as possible.

What are the business responsibilities?

- Request or discontinue services and devices by submitting onboarding/off-boarding tickets through the Minnesota Service Hub
- Submit Minnesota Service Hub tickets for moves, adds, changes and incident support

- Provide information to assist with incident and work order resolution

When will regular maintenance be performed?

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- As updates and patches are provided from the equipment manufacturer or software provider
- Any updates are planned, scheduled and performed within the existing change management windows

Lost, stolen or damaged equipment caused by negligence

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This is the responsibility of the agency.

Change Management Process/Termination

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MNIT Services follows established enterprise change management procedures and processes.

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*Revision Date 09/14/2021*

**Service Name: Enterprise  
Security Services**

## Executive Summary

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Enterprise Security Services are provided to all MNIT Services Executive Branch customers at a core level. These services are offered and supported by dedicated teams which include: Security Operations Center (SOC), Enterprise Threat and Vulnerability Management, Access and Identity Management (broken down below into Enterprise Privileged Account Management Service and Enterprise Digital Certificate and Encryption Key Management), Digital Forensics, Secure Engineering and Architecture (SEA) and Governance, Risk, and Compliance. Within each of these teams, additional protective services are provided and listed below.

## Enterprise Threat and Vulnerability Management

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<b>Service Details</b>	<b>Summary Description</b>
Service Name	Enterprise Threat and 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 (DAST)</li> <li>• Veracode administration for teams using Veracode static code analysis tool (SAST)               <ul style="list-style-type: none"> <li>○ Dedicated subject matter expert to assist with taking full advantage of Veracode</li> </ul> </li> <li>• In-depth web application security assessment (upon request)</li> <li>• Cloud Web Application Firewall (WAF) and Bot service administration</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>



## Security Operations Center (SOC)

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Service Details	Summary Description
Service Name	Security Operations Center
Included	<ul style="list-style-type: none"> <li>• Security Incident Response</li> <li>• SOC Daily Briefing – informed by Threat Intelligence</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> <li>• SIEM (log collections)               <ul style="list-style-type: none"> <li>○ Threat Hunting</li> </ul> </li> <li>• Threat Intelligence</li> <li>• Distributed Denial of Service (DDOS) attack protection</li> <li>• Netflow monitoring and detection for all MNet networks</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 Mall: 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> <li>• Overwatch (365/24x7) endpoint monitoring</li> </ul>

## Digital Forensics

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<b>Service Details</b>	<b>Summary Description</b>
Service Name	Digital Forensics
Included	<ul style="list-style-type: none"><li>• Security Incident Investigations<ul style="list-style-type: none"><li>○ Data breach incident</li><li>○ Malware/Ransomware incident</li><li>○ Intrusion incident</li></ul></li><li>• Forensics case consultation</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>• Email: <a href="mailto:mnit.forensics@state.mn.us">mnit.forensics@state.mn.us</a></li><li>• Phone: 651-201-3067</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• M-F: 8 a.m. to 4:30 p.m. CST</li><li>• Emergency after hours support: MNIT Service Desk 24x7</li></ul>

\* *Exceptions made upon specific incident investigation request*

## Secure Engineering and Architecture

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<b>Service Details</b>	<b>Summary Description</b>
Service Name	Secure Engineering and Architecture
Included	<ul style="list-style-type: none"><li>• Set the direction for Minnesota’s security architecture through:<ul style="list-style-type: none"><li>○ Development of technical security configuration and technical reference architecture standards</li><li>○ Integrating secure design principles and processes into MNIT Services projects and initiatives</li><li>○ Portfolio management and systems &amp; applications development processes</li></ul></li><li>• Provide Security Architect and Engineering consulting resources to enterprise projects and initiatives</li><li>• Operate a Payment Card Industry (PCI) program to monitor state compliance and secure Cardholder Data Environments (CDE)</li><li>• Provide security and compliance consulting services for agency PIC compliance</li><li>• Operate vender security risk management services to executive branch.</li></ul>
NOT included	LOB team security consulting
Delivery Method	<ul style="list-style-type: none"><li>• Fulltime support staff</li><li>• Email: sse@state.mn.us</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• M-F: 8 a.m. to 4:30 p.m. CST</li></ul>

## Enterprise Privileged Account Management Service

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<b>Service Details</b>	<b>Summary Description</b>
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><li>• Connection manager</li></ul>
NOT included	<ul style="list-style-type: none"><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>

## Enterprise Digital Certificate and Encryption Key Management (PKI)

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<b>Service Details</b>	<b>Summary Description</b>
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>

## Enterprise Governance, Risk, and Compliance

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Service Details	Summary Description
Service Name	Enterprise Governance, Risk, and Compliance
Included	<ul style="list-style-type: none"> <li>• Develop/update Minnesota's State Security Policies and Standards</li> <li>• Maintain/manage the Archer application (RSA tool that helps us provide an integrated picture of security risk)</li> <li>• Custodian of agency security findings and exceptions in Archer</li> <li>• Provide support to agencies for audits/assessments that have IT security compliance requirements</li> <li>• Conduct IT security risk assessments on applications and systems</li> <li>• Partner with MNIT Communications to provide monthly security awareness messaging and October Cyber Security month awareness messaging</li> <li>• Partner with vendor to ensure security awareness training is delivered to agency staff</li> <li>• Partner with vendor to ensure that monthly phishing campaigns are sent to agency staff and that agencies receive monthly reports</li> <li>• Security Scorecard Metrics process oversight</li> </ul>
NOT included	
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support staff <ul style="list-style-type: none"> <li>○ Email: <a href="mailto:GRC@state.mn.us">GRC@state.mn.us</a></li> </ul> </li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• M-F, 8 a.m.-5 p.m.</li> </ul>

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## **Enterprise Threat and Vulnerability Management**

The Enterprise Vulnerability Management service provides the means of detecting, removing, and controlling the inherent risk of vulnerabilities. The service utilizes specialized software and insight to provide actionable insight into security risks and guidance on mitigating or eliminating these risks through ongoing evaluation, analysis, and tracking of enterprise systems and applications. A live dashboard is available to CBTOs and their teams tracking active vulnerabilities and agency compliance with Enterprise patching standards.

## **Security Operations Center**

The Security Operations Center (SOC) is an organized and highly skilled team whose mission is to continuously monitor and improve the state's enterprise security posture while preventing, detecting, analyzing, and responding to cybersecurity incidents with the aid of both technology and well-defined processes and procedures. The MNIT SOC provides security monitoring services to the executive branch and other partner agencies/entities and supports multiple tools and services to meet these goals. These services include Security Monitoring, Endpoint Protection, Network Intrusion Detection and Prevention, Security Automation, Web Content Filtering, SIEM (log collections and threat hunting), Threat Intelligence, Distributed Denial of Service (DDOS) attack protection, Volumetric and Web Application Firewall (WAF) monitoring, as well as Netflow monitoring and detection for all MNet networks. MNIT SOC provides cyber security analysis and statewide cyber security coordination to the Minnesota Fusion center. MNIT SOC provides additional security services to local governments through grants and other alternative funding streams.

## **Digital Forensics**

Digital forensics is the scientific process of acquiring, processing, analyzing, and reporting on data stored on electronic media or transmitted through electronic means such as computer networks. MNIT operates a Digital Forensics Laboratory which employs industry standard practices, processes, procedures, and tools. MNIT Forensics procedures include maintaining a chain-of-custody and following forensically sound processes whenever possible. MNIT Forensics engages in a wide variety of analysis to include, but not limited to, physical media (such as hard drives), smartphones, network devices, malware, system logs, live system memory (RAM), and virtual machines (VMs). MNIT Forensics performs cybersecurity investigations as well as internal investigations. In addition to investigations, MNIT Forensics manages the Enterprise eDiscovery Service.

## **Secure Engineering and Architecture**

Secure Engineering and Architecture (SEA), a function of Enterprise Architecture, proactively engages IT engineers, architects and developers to design security controls into IT systems and applications early in the development lifecycle. The focus of SEA is to ensure purchased,



outsourced, or internally developed IT systems and applications are designed and implemented to meet the State of Minnesota's security architecture and secure coding standards.

## **Enterprise Privileged Account Management Service**

The Enterprise Privileged Account Management (PAM) service is designed to discover, secure, rotate and control access to privileged account passwords used to access systems throughout the state of Minnesota IT environment. The application enables us to understand the scope of our privileged account risks and put controls in place to mitigate those risks. Flexible password management policies enable us to enforce privileged access controls, automate workflows and rotate passwords at regular intervals without requiring manual IT effort to support our Enterprise Identity and Access Management Standard. To demonstrate compliance, we can easily report on which users accessed what privileged accounts, when and why.

## **Enterprise Digital Certificate and Encryption Key Management (PKI) Service**

A public key infrastructure (PKI) is a set of roles, policies, and procedures needed to create, manage, distribute, use, store, and revoke digital certificates and manage public-key encryption. The PKI service provides security services such as authentication, integrity checking, confidentiality, and non-repudiation, as well as supports the identification and distribution of encryption keys.

The PKI service includes both external and internal digital certificates issued by a commercially available, industry-respected vendor. External certificates use a broadly distributed, public certificate authority (CA) meaning most or all internet connected devices can use these certificates without special configuration. Internal certificates use an enterprise certificate authority (CA) unique to the state of Minnesota and will only work between machines that have that CA specifically installed. Generally, external certificates are used on websites facing the public or large populations of state employees. Internal certificates are more common between backend servers, devices, and machine certificates for remote access for unregulated two-factor authentication.

## **Enterprise Governance, Risk and Compliance**

Governance, Risk, and Compliance (GRC) plays a key role in MNIT's strategy to reduce IT security risk.

- Governance - develop and update Security Policies and Standards that support organizational goals.
- Risk - manage information security findings/exceptions in RSA Archer, which helps provide an integrated picture of IT security risk.
- Compliance - help ensure that IT systems, and the data contained in those systems are used and secured properly, to meet legal and regulatory requirements.

What systems or services are supported?

---

## **Security Operations Center and Digital Forensics**

- All enterprise networks, systems, services, and applications

## **Privileged Account Management Service**

- Available services are based on user's license.
- Users are in the appropriate OU within Active Directory.
- Active Directories are synced with privileged account management solution.
- Service Account password rotation
- Recertification of users of information technology.

## **Enterprise Digital Certificate and Encryption Key Management (PKI) Service**

- Commercial Certificate Authority (CA) at an enterprise level providing for unlimited external digital certificates.
- State managed Enterprise Certificate Authority (CA) for unlimited internal digital certificates.
- Managed expiration dates with 90/60/30 day notification to technical teams.
- Automation of certificate replacement
- FIPS 140-2 Compliant.
- Various certificate types:
  - Elite SSL Certificate
  - Extended Validation (EV) SSL Certificate
  - Platinum Wildcard Certificate
  - Unified Communication\Multiple Domain\Subject Alternative Domain Certificate
  - Code Signing Certificate
  - Private Certificate Authority (CA) Certificate
- Various certificate formats
  - PKCS#7 Base64 encoded
  - PKCS#7 Bin encoded
  - X509, Base64 encoded
  - X509 Certificate only, Base64 encoded
  - X509, Intermediates/root only, Base64 encoded
  - X509 Intermediates/root only Reverse, Base64 encoded

## Enterprise Threat and Vulnerability Management

- Full Internal vulnerability scanning with credentials using Tenable Security Center against the following MNIT Managed systems on MNIT wired and wireless networks
  - Windows Desktops
  - Windows Servers
  - Networking devices
  - Linux servers
  - Cloud (AWS, Azure) servers
  - Virtual Infrastructure devices
- Limited vulnerability scanning using Tenable Security Center against all other networked devices (where scanning has vulnerability coverage). These devices may include:
  - Printers
  - IoT devices, such as cameras
  - Appliances
  - Industrial Control devices
- External Vulnerability scanning against MNIT managed internet facing devices.
- Prioritized communication of vulnerability scan results to technical operation teams.
- Oversight of remediation effort by technical support teams.
- Configuration Compliance Scanning for the MNIT approved platform security standards against MNIT data center servers and any regulatory platform security standard, such as the IRS Federal Tax Information (FTI).
- Web applications security scans.
- Veracode administration for teams using Veracode.
  - Dedicated subject matter expert to assist with taking full advantage of Veracode (SAST)
- In-depth web application security assessment upon request (DAST)
- Cloud Web Application Firewall (WAF) and Bot service administration
- Managed Penetration and Red Team Services through third-party contractor.

## Security Operations Center

- Security Incident Response
- Threat Research and SOC Daily Brief
- Spam/Phishing Investigation
- Security Operations Coordination
- Security Monitoring

- Enterprise Intrusion Detection and Prevention
- Enterprise Web Content Filtering
- Enterprise Endpoint Protection
- SIEM (log collections)
  - Threat Hunting
- Threat Intelligence
- Distributed Denial of Service (DDOS) attack protection
- Netflow monitoring and detection for all MNet networks

## **Digital Forensics**

- Security Incident Investigations
  - Data breach incident
  - Malware/Ransomware incident
  - Intrusion incident

## **Privileged Account Management Service**

- User license
- Centralized, secure storage
- Automatic password rotation
- Automated Workflows
- Security Awareness Training
- Access oversight and audit
  - Detailed auditing and reporting as all account activity is tracked and recorded
  - Data access security monitoring
  - Recertification of user access

## **Enterprise Digital Certificate and Encryption Key Management (PKI) Service**

- Commercial certificate authority (CA) license and support for unlimited external digital certificates
- Enterprise State managed certificate authority (CA) for internal certificates
- Management of the digital certificates
- Security Awareness training
- Vulnerability management on the State certificate authority

## **Enterprise Threat and Vulnerability Management**

- Vulnerability management of MNIT-managed devices not connected to MNIT wireless and wired networks
- Vulnerability management of devices that are not covered by TVMU vulnerability scanning tools.

## **Security Operations Center**

- Full service provided to Minnesota executive branch and partner entities with core detection/alerting to other MNET customers
- Monitoring is limited to network activity only for external MNET entities who do not participate in the Intrusion Detection and Prevention Service

## **Digital Forensics**

- Devices not owned by executive branch agencies\*
- Internal investigations
- Data Preservation
- Data Recovery
- eDiscovery

*\* Exceptions made upon specific incident investigation request*

## **Privileged Account Management Service**

- The current service does not provide a self-service password reset. This feature may be added in the future.
- This service does not provide personal password management.

## **Enterprise Digital Certificate and Encryption Key Management (PKI) Service**

- The current service does not provide management of encryption keys. This is planned future enhancement.
- Discovery of digital certificates
- The service does not provide a self-service portal.

How will the service be delivered?

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- Fulltime support staff

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

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- Submit requests through the MNIT Mall – Service Catalog.
- Submit break/fix incidents through the MNIT Service Desk.
- MNIT support M-F; 7 a.m.-5 p.m.
- Emergency after hours support through MNIT Service Desk.

See specific team description above for service-related support hours.

What are the business responsibilities?

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- Business assumes risks associated with unsupported applications with vulnerabilities.
- The business agrees to regular update and patching maintenance of supported business system and applications.

### **Privileged Account Management Services**

- Order on-boarding/off-boarding through the MNIT Mall.
- Submit MNIT Mall tickets for moves, adds, changes and incident support.
- Provide application information support to assist with incidents and work orders.

### **Enterprise Digital Certificate and Encryption Key Management (PKI) Service**

- Submit MNIT Mall tickets for adds and revokes and incident support.
- Provide information support to assist with incidents and work orders.

When will regular maintenance be performed?

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- As updates and patches are provided from the equipment manufacturer or software provider.
- Any updates are planned, scheduled, and performed within the existing change management windows.

## Change Management Process/Termination

---

MNIT follows established enterprise change management procedures and processes.

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*Revision Date 07/15/2021*

# Executive Summary

<b>Service Details</b>	<b>Summary Description</b>
Service Name	<a href="#">Enterprise Software Bundle</a>
Included	<p><b>Bundle Options:</b></p> <ul style="list-style-type: none"> <li> <p>• <b>Standard Bundle - NEW</b></p> <p>An all-inclusive option that enables knowledge workers to take advantage of the most advanced Microsoft feature sets with no need to purchase additional licenses for Power BI Pro and the Audio-Conferencing add-on.</p> <ul style="list-style-type: none"> <li>○ <b>Power BI Pro</b> is an analytic tool that can transform your business by turning data into useful information. Data models, visualizations, charts, graphs and trend analysis will provide new insights into your organization to improve strategic planning and tactical initiatives.</li> <li>○ <b>Audio-Conferencing Add-on</b> for MS Teams users is a great option for project managers or anyone who regularly schedules or hosts on-line video and voice enabled meetings. It includes both dial-in and dial-out numbers facilitating easy conferencing meeting participation. This cost-effective option may eliminate the need for a separate service for some users.</li> <li>○ <b>Microsoft Cloud App Security</b> is included in this bundle. Agencies can determine how these enhanced security features work best with their local business processes.</li> </ul> </li> <li> <p>• <b>Basic Bundle</b></p> <p>Most office workers in today’s environment have basic communication and collaboration needs that are served by the components in this Enterprise Software Bundle including Email, Office, Windows, Teams and SharePoint. Most state workers currently use this bundle.</p> </li> </ul>



	<ul style="list-style-type: none"> <li>• <b>Kiosk</b> This bundle is designed for groups of employees who share a single device. It is a good option for people who only need a computer for time entry, agency intranet access, checking email, calendars and Office online use. It includes a SharePoint access license and Teams licensing to support collaborative team activities. This does not include features for the devices so Windows licensing and the installed Office client will need to be purchased separately for each shared machine.</li> <li>• <b>Education Bundle</b> This is a version of MNIT’s “Basic Bundle” that is available only for educational organizations and is priced according to Microsoft educational discounts. It does not provide Microsoft Windows or Office Client licensing.</li> <li>• <b>Exchange Online Only – NEW</b> This bundle is restricted for use by applications and servers only. It is often referred to as a Service Agent license or Non-human license and is for agencies who have business applications that automatically send emails to users.</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 Teams) 24x7x365 from Microsoft</li> <li>• Following hours of Minnesota IT Services support. M-F, 7 a.m.5 p.m.</li> </ul>

---

# Service Name: Enterprise Software Bundles

State workers in today's environment have basic communication and collaboration needs that can be served by Enterprise Software Bundles, including email, instant messaging and enhanced collaboration tools. At the same time MNIT has recognized the need for additional options for users requiring specific Microsoft add-ons. There has also been a recognition for the need of a low-cost license for service accounts.

What systems or services are supported?

---

## **Workstation Services and Rates (Core Service)**

Standard and Basic Workstation Bundles are billed monthly, and include the following:

- Microsoft Office 365: Word, Excel, PowerPoint, Outlook, OneNote, Access
- Microsoft Windows license
- SharePoint license
- Teams
- Security awareness training
- Access oversight and audit
  - Physical access to data centers and data
  - Data access security monitoring

The Education Bundle does not include Microsoft Windows or the installed client for Microsoft Office.

## **Kiosk Worker Services and Rates (Core Service)**

This bundle is useful in situations where many people share the use of a single computer for tasks such as time entry, accessing the agency intranet or checking email or calendars. All Kiosk services include the following:

- Microsoft Office 365, Kiosk User Office Online
- SharePoint access license
- Security awareness training
- Teams
- Access oversight and audit
  - Physical access to data centers and data
  - Data access security monitoring

## Exchange only

This is a service account license for machines running applications that need automated email services.

What services are included?

---

Available services are based on user's license.

What services are NOT included?

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Agency specific software must be purchased separately.

How will the service be delivered?

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- Fulltime support staff
- Remote and deskside configuration

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

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### Minnesota IT Services Service Desk Contacts

<b>Business Hours:</b>	24 x 7
<b>Contact Name:</b>	Minnesota IT Services Service Desk
<b>Phone Number:</b>	651-297-1111
<b>Website and Service Catalog:</b>	<a href="http://mn.gov/MNIT">mn.gov/MNIT</a>

- Submit requests through the Minnesota Service Hub
- Submit break/fix incidents through the MNIT Service Desk
- Email service support provided by MNIT Services is delivered M-F, 7 a.m. - 5 p.m.
- SharePoint service support provided by MNIT Services is delivered M-F, 7 a.m. – 5 p.m.
- MS Teams service support provided by MNIT Services is delivered M-F, 7 a.m. – 5 p.m.

- Foundational services (Email, SharePoint and Teams) hosting and support is provided by Microsoft 24x7x365

What will the response time be?

---

<b>Response Level</b>	<b>Definition</b>	<b>Example</b>	<b>Response Target</b>	<b>Return to Service Target</b>
Priority 1 Critical	An Issue that results in a critical business impact for a Production System.	All users are unable to log into network	15 Min	2 hours
Priority 2 High	An Issue that results in a high business impact for a Production System or Development System. Certain functions within the software are disabled, but the Software remains operable.	Developers are unable to access a feature of an application	2 hours	8 Hours
Priority 3 Med	A time-sensitive Issue important to long-term productivity that is not causing an immediate work stoppage.	Email encryption is intermittently failing	8 Hours	2 days
Priority 4 Low	An Issue that results in a minimal business impact for a Production System or Development System.	A specific font is not available for a user.	5 Days	10 days

What are the business responsibilities?

---

- Order on-boarding/off-boarding through the Minnesota Service Hub.
- Submit tickets for moves, adds, changes and incident support through the Minnesota Service Hub.
- Provide information support to assist with incidents and work orders.

## When will regular maintenance be performed?

---

- As updates and patches are provided from the equipment manufacturer or software provider.
- Any updates are planned, scheduled and performed within the existing change management windows.

## Change Management Process/Termination

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Minnesota IT Services follows established enterprise change management procedures and processes.

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*Revision Date 09/1/2021*

<b>Service Details</b>	<b>Summary Description</b>
Service Name	<a href="#">Voice</a>
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 and or softphone</li></ul>
Hours of Operation	<ul style="list-style-type: none"><li>• 24 x 7 x 365</li></ul>

# Executive Summary

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# Service Name: Voice

## Description

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Voice services provides business quality voice communications and a varied set of related features and capabilities. The service provides one telephone line in a state office, teleworker home office or other location.

## What systems or services are supported?

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- A unique telephone number, voicemail, and a standard telephone handset (equipment)
- Long distance calling (outbound calling only, 1-800 type inbound long distance is additional)
- Microsoft Teams softphones
- Telecom coordination operational support
- Telephone equipment replacement on an as-needed basis

## What services are included?

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- IP Telephone – A standard office IP telephone
- Basic Line - Telephone for specialized monitoring, faxing or equipment support purposes (no handset)
- Business Line - Phone service from a telephone company (when no Centrex services are available)
- Centrex Line - A specialized set of telephone services designed to provide much of the functionality of a private telephone system at a competitive price. Note: availability depends on the telephone company under contract for a particular location
- Softphone – Microsoft Teams integrated softphone functionality

- Small office Multi Line - An on-premise telephone system connected to telephone company trunk lines to support a small office
- Contact Center Agent service- A standard office IP telephone with a suite of contact center agent computer applications to support their work
- Contact Center Supervisor service- This service adds an additional set of capabilities for contact center supervisors to manage their team of agents

## What services are NOT included?

---

- Line installation fees from contracted telephony companies are billed as one-time charges
- Specialized phones (conference room speaker phones, etc.) are billed as one-time charges
- Specialized contact center services are billed separately, including but not limited to interactive voice response (IVR) applications; advanced contact center tools (quality management); workforce management applications
- Over-the-phone interpretation (OPI) and other language interpretation services.
- Audio conferencing and associated features, such as operator-assisted calls, and one-time audio conference services, such as audio recording files or transcriptions, are billed separately
- In-bound long distance toll service (1-800 services) is billed on a per minute basis
- Cellular services and phones

## How will the service be delivered?

---

Service requests to add, delete, or make feature changes are processed through the MNIT Service Desk. The MNIT Service Desk also maintains customer contact and account information. Customers can choose to use the Minnesota Service Hub website to submit requests.

Each MNIT customer has a designated Enterprise Relationship Manager who works with the customer on an individual basis for their IT service needs. In partnership with the Installation Coordinators and Service Managers, the Relationship Manager:

- Facilitates service implementation
- Coordinates MNIT staff and resources as needed
- Provides consultation, needs assessment, analysis, and cost-effective solutions
- Develops proposals and service agreements
- Assists with writing procurement specifications

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

---

## **MNIT Service Desk Contacts**

- **Business Hours:** 24 x 7 x 365
- **Contact Name:** MNIT Service Desk
- **Phone Number:** 651-297-1111
- **Website and Service Catalog:** [mn.gov/MNIT](http://mn.gov/MNIT)

What will the response time be?

---



Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	Any Incident that has “massive impact” and is highly visible, impacts a significant number of users, a major agency, application or service, and has no redundancy or alternate path.	Dial Tone Services – telephone services for a large group of users are non-functional  Voice Related Services – a service is non-functional for all users	15 minutes	2 hours
Priority 2 High	Incident deemed to have a high impact by being highly visible, impacting a significant number of users, impacting a major agency, application or service, where there is no redundancy or alternate path, and a bypass is unavailable.	Dial Tone Services – telephone services for a group of users are non-functional  Voice Related Services – a service is non-functional for multiple users	2 hours	8 hours
Priority 3 Med	Incident deemed to have a medium impact by being visible, impacting a limited number of users, where a resource or service is down or degraded.	Dial Tone Services – telephone service for individual user is non-functional  Voice Related Services – a service for an individual user is non-functional	8 hours	2 business days
Priority 4 Low	Any incident that impacts a small number of users or a single user where a resource or non-critical service is down or degraded and a deferred fix or maintenance is acceptable.	Phone feature issue or voicemail problem	4 hours	5 business days

What are the business responsibilities?

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- Create, configure, and administer voice services specific to CUSTOMER site contact center agent users including features, functions, and other services and provide for any necessary documentation as needed and agreed to with MNIT (e.g., E911 location coding).
- Provide notification to MNIT of possible excessive demand for CUSTOMER contact center services that can potentially, significantly, and negatively impact state voice services administered centrally.
- Partner with MNIT to design, develop, test, implement, configure and/or modify all inbound and outbound contact center applications (per agent and supervisor licenses), workstations, and agent reports.
- Design, develop and test call authorization parameters (toll restrictions) and other network applications and work with MNIT to design, develop and implement reports and future network applications as needed.
- Provide to MNIT any necessary documentation as needed for acceptance and implementation on production system.
- Comply with established standards for design, development, testing, and implementation when developing new applications.
- Partner with MNIT to provide advanced contact center management features and applications.
- Provide workspace, funding and other items needed to support development or modification of applications when contractor's assistance is needed.
- Pay monthly billings in a timely manner.
- Timely notification to MNIT of errors or discrepancies in billings.
- Message/prompt changes will be supplied to MNIT, to the agreed upon MNIT staff. In an emergency, CUSTOMER'S direction to MNIT will include the emergency status as well as the message/prompt change.
- CUSTOMER will request, in writing, the changes to the CCM environment allowing MNIT a minimum turnaround of three business days. In an emergency, customer will clearly lay out any emergency need for quicker service.
- CUSTOMER will request, in writing, configuration of telephone numbers to be used with its applications allowing MNIT a minimum turnaround of three business days. In an emergency, CUSTOMER will clearly lay out any emergency need for quicker service.

When will regular maintenance be performed?

---

To ensure optimal performance of MNIT Voice services, routine maintenance will be performed on a regular basis. The service unavailability during scheduled maintenance windows will be excluded from the uptime calculations. The maintenance is performed during the time specified in the sections below.

MNIT will provide customers a 5-business day advance notice of scheduled maintenance. All prescheduled systems maintenance, unless otherwise agreed upon in advance by Service Operations, shall be performed on the following schedule:

Description	Schedule
Classic Voice services	As required, coordinated with external vendors and communicated to customers
MNIT-provisioned services	Weekdays 4 a.m. to 6 a.m. CDT, or weekends
MNIT-provisioned services: monthly security patches	As required

Change Management Process/Termination

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Minnesota IT Services follows established enterprise change management procedures and processes.

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*Revision Date 09/01/2021*

# Executive Summary

Service Details	Summary Description
Service Name	<a href="#">WAN</a>
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 MNET 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 x 365</li> </ul>

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# Service Name: Wide Area Network (WAN) Services

Description

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MNIT WAN services provides secure network connections to state locations. These connections provide access to applications and information that employees need to do their work. WAN services connect agency sites to the state network known as Minnesota’s Network for Enterprise Telecommunications (MNET), to the internet and to MNIT Enterprise Data Centers.

What systems or services are supported?

---

WAN services provide various levels, or tiers, of network capacity and availability to align with business needs. Each tier provides a specified amount of network capacity (bandwidth) geared to support the peak levels of business activity at a location.

The employee counts shown below are approximate, as the preferred capacity at a location may depend upon additional factors. Some telecommunication circuits are not available in certain areas of the state, so all WAN tiers are not available at all locations.

The top tiers generally use dedicated circuits. The others use internet connections, but with secure and encrypted connections that are made to the MNET using a technology known as hardware-based virtual private network (VPN).

### What services are included?

---

The following levels of service are provided:

- Headquarters: Generally, for offices 501+ employees
- Branch office: Offices with 101 to 500 employees
- District office: 26-100 employees
- Field office: 13-25 employees
- Small office: 2-12 employees using a commercial internet connection
- One Person office: One person or no staff for on-net monitoring functions using an internet connection.

### What services are NOT included?

---

- One-time and recurring charges for circuits.
- WAN architecture and detailed design work is billed separately on a per hour basis.
- End user connections provided by LAN service connections will be made in coordination with the LAN team.

## How will the service be delivered?

---

Each MNIT Services customer has a designated Enterprise Relationship Manager who works with the customer on an individual basis for their IT service needs. In partnership with the Installation Coordinators and Service Managers, the Relationship Manager:

- Facilitates service implementation.
- Coordinates MNIT Enterprise Services staff and resources as needed.
- Provides consultation, needs assessment, analysis, and cost-effective solutions.
- Develops proposals and service agreements.
- Assists with writing procurement specifications.

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

---

### MNIT Service Desk Contacts

<b>Business Hours:</b>	24 x 7
<b>Contact Name:</b>	MNIT Enterprise Service Desk
<b>Phone Number:</b>	651-297-1111
<b>Website and Service Catalog:</b>	<a href="http://mn.gov/mnit">mn.gov/mnit</a>

## What will the response time be?

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<b>Response Level</b>	<b>Definition</b>	<b>Example</b>	<b>Response Target</b>	<b>Return to Service Target</b>
Priority 1 Critical	Any Incident that has “massive impact” and is highly visible, impacts a significant number of users, a major agency, application or service, and has no redundancy or alternate path.	A State correctional facility, agency HQ, county gov’t., or HE Campus is offline	15 minutes	2 hours Subject to vendor commitment
Priority 2 High	Incident deemed to have a high impact by being highly visible, impacting a significant number of users, impacting a major agency, application or service, where there is no redundancy or alternate path, and a bypass is unavailable	A regional or field office is offline, or the connections are running in a diminished capacity	2 hours	8 hours Subject to vendor commitment
Priority 3 Med	Incident deemed to have a medium impact by being visible, impacting a limited number of users, where a resource or service is down or degraded.	A small office is having intermittent connections over their ISP connection	8 hours	2 business day Subject to vendor commitment
Priority 4 Low	Any incident that impacts a small number of users or a single user where a resource or non-critical service is down or degraded and a deferred fix or maintenance is acceptable.	A one-person office has intermittent connections over their ISP connection	4 hours	5 business days Subject to vendor commitment

What are the business responsibilities?

- 
- Identify organizational strategy and new business initiatives which may affect WAN capacity or features.

- Identify locations needing WAN connections, capacity requirements per location and hours of operation per location.
- Provide any outage blackout windows that should be avoided.
- Provide secured space at each location for WAN devices and circuit termination.
- Provide location contact information (names, phone numbers, email addresses).
- Submit service requests for adding, changing or removing WAN connections.
- Agree to contract term agreements for leased line access facilities.
- Notify the MNIT Service Desk of issues or incidents.

### When will regular maintenance be performed?

---

To ensure optimal performance of WAN services, routine maintenance will be performed on a regular basis by MNIT Services and their external partners. The service unavailability during scheduled maintenance windows will be excluded from the uptime calculations.

MNIT Services will provide customers a 5-business day advance notice of scheduled maintenance. All prescheduled systems maintenance, unless otherwise agreed upon in advance by Service Operations, shall be performed on the following schedule:

Description	Schedule
Major changes	Saturdays - 4 p.m. to 12 a.m. CDT
Carrier requested changes	Any day of the week 10 p.m. to 6 a.m. CDT
Minor planned changes	Weekdays 4 a.m. to 6 a.m., or weekends CDT

### Change Management Process/Termination

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MNIT follows established enterprise change management procedures and processes



# Executive Summary

Service Details	Summary Description
Service Name	Mobile Device Management (MDM)
Included	<ul style="list-style-type: none"><li>• Assist customers with final device setup</li><li>• Refresh devices on a regular replacement cycle</li><li>• Securely dispose of devices that reach the end of their useful life</li><li>• Device enrollment through the Enterprise Service Desk</li><li>• Security standards, feature restrictions and application testing established by Enterprise Security Office</li><li>• Monitor devices for compliance with security policies and operating system requirements</li><li>• Management of data on lost devices (may include remote wipe)</li><li>• Establish retirement parameters and replacement of non-compliant mobile device hardware</li><li>• Facilitate delivery of agency approved applications</li><li>• Maintain troubleshooting knowledgebase and remote diagnostics</li></ul>
NOT included	<ul style="list-style-type: none"><li>• All accessories other than case and screen protector</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>

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# Mobile Device Management/MNIT Enterprise Services

Description

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This service secures and manages mobile devices that connect to the state network. The service is available for both State-owned and personally owned devices (also referred to as “bring your own device” (BYOD)).

MDM provides advanced services for mobile phones and tablets as outlined below (Windows-based tablets are covered under the Desktop-Laptop Bundle). MDM enforces role-based standards established by the Enterprise Security Office (ESO). More restrictive policies, meeting specific business requirements, can be applied with ESO review and approval.

- **Standard MDM Services**
  - **Standard MDM Services are required for all state-owned devices**
  - Offers the following features (limitations may exist depending on device type):
    - Basic capability to connect to email and calendars if required
    - Device tracking for compliance to meet hardware and software policy requirements
    - Remote device enrollment including set up and rule creation
    - Agency partners can set secure use features such as passcode and encryption requirements, compliance rules for usage, activities that are allowed on the device, and adding and controlling specific applications for business needs
    - Options for sending updates to the device, including remote wipes, if necessary. Wipes can be limited to organizational data, leaving personal files intact.
  - Support can be provided by using remote diagnostics (Bomgar/Beyond Trust).
  - **As allowed by respective agencies** - services are also available to state employees who bring their own device to work (BYOD) and utilize Mobile Application Management (MAM) without MDM. MAM is non-billable.

- Provides basic capability to connect to email and calendar
- Reports on active MAM connections
- Workstation support, including remote desktop and deskside support

## Service Delivery Method

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The service can be obtained by submitting a ticket via the Minnesota Service Hub.

- The Mobile Device Management Bundle is monthly recurring charge.
- Per state policy as issued by MMB all state-owned devices must be covered by the MNIT provided MDM advanced service
- Devices covered by MDM
  - Standard mobile phones: iOS (iPhone) and Android
  - Standard iOS (iPad) and Android tablets
  - Mobile Hotspots

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

- 7x24x365 up time with following support hours - M-F, 7 a.m.-5 p.m.
- Submit requests through the Minnesota Service Hub – MDM Support
- Submit break/fix incidents through the MNIT Service Desk

## What will the response time be?

---

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	Interruption making a critical functionality inaccessible or a complete interruption causing a severe impact on public-facing services availability.	All users at an agency are unable to log into the network causing an impact to public services.	30 minutes	*Immediately
Priority 2 High	Critical functionality or accessibility interrupted, degraded or unusable, having a severe impact on internal services availability. No acceptable alternative is possible.	Users are unable to access a critical application; the impact is limited an individual agency.	1 hour	12 hours
Priority 3 Medium	Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.	Email encryption is intermittently failing	24 hours	72 hours
Priority 4 Low	Application, procedure, or peripheral device is unusable for an individual user.	A user's docking station or external monitor is not functioning.	48 hours	120 hours

\*Note: Priority 1 service interruptions receive the highest priority and focus until the issue is resolved. The goal is to restore functionality as soon as possible.

What are the business responsibilities?

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- Onboarding/off-boarding through Minnesota Service Hub
- Submit Minnesota Service Hub tickets for moves, adds, changes and incident support
- Provide information support to assist with incidents and work orders

When will regular maintenance be performed?

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- As updates and patches are provided from the equipment manufacturer or software provider

Lost, stolen or damaged equipment caused by negligence

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This is the responsibility of the agency.

Change Management Process/Termination

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Minnesota IT Services follows established enterprise change management procedures and processes.

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# Service Agreement – Performance Metrics

*Revision 10/28/2021*

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

Performance Metrics

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## 1. Security Performance Reports/Metrics:

- a. Vulnerability Tracking Report - available to CBTOs and targeted teams (contains sensitive info on vulnerability compliance)
- b. Security Operations Center Incident Report - provided monthly to CBTOs, LOB Managers, and Agency Commissioner/leadership
- c. Semi-Annual Security Scorecard – provided to agency CBTO (and business leaders depending on agency involvement)
- d. Daily Security Briefing – Held live to update MNIT Security Line of Business Managers and partner teams on the current cyber threat landscape, recent cybersecurity events, and metrics tracked by other enterprise security teams related to vulnerability management, enterprise policies/standards, and identity and access management operations

MNIT Security Line of Business Managers for each agency can provide detail pertaining to the reports listed above.

## 2. Enterprise Services Incident and Response Metrics:

The [Incident and Response MTTR Dashboard](#) Mean Time to Resolve report provides metrics related to MNIT service performance that can be sorted and viewed by service, agency, CBTO, as well as priority and resolve date.

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



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# 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:

## Commerce

## MNIT Services

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Tim Jahnke  
Deputy Commissioner/COO  
MN Department of Commerce

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Tarek Tomes  
State Chief Information Officer and  
MNIT Services Commissioner

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Date of Signature

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Date of Signature

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# State of Minnesota Interagency Agreement

SWIFT Contract No.: 205614

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This Interagency Agreement (“Agreement”) is between the Minnesota Department of Commerce (“Commerce”) and the Minnesota Pollution Control Agency (“MPCA”).

## Agreement

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### 1. Term of Agreement

1.1 Effective date. January 1, 2022 or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. This contract may be reviewed annually for extensions up to end of the lease term, if agreed upon by both parties.

### 2 Scope of Work

#### A. MPCA Duties:

MPCA provide the following services to Commerce:

- Reception services
- Security Access Control for office security of employees and guests
- Lease management services
- Facilities management services
- Emergency Notification System (Send Word Now) for protecting employee safety in regards to emergencies affecting the office space
- Emergency planning and safety consultation
- AV support
- Mail processing and package delivery and pick up
- Provide use of the existing office furniture in one office and two cubes, excluding chairs

#### B. Commerce Duties:

Commerce, will provide the following services to MPCA:

- Follow most recent updates of the following MPCA procedures (noted as Attachments A-E which are attached and incorporated in to this Agreement):
  - Attachment A – Rochester Office Emergency Plan
  - Attachment B – Building Access Badge and Key Request
  - Attachment C – Conference Room Scheduling Policy
- Complete Access Badge Requests for new employees during Commerce’s onboarding and off boarding process
- Notify MPCA of staff departures



- Within two business days for non-contentious departures via the Staff Change Notification Policy
- Immediately for departures which are contentious to the MPCA Director of Human Resources
- Provide guest lists and Commerce contacts for guests
- Responsible for damages to property, building or equipment

### **3 Consideration and Payment**

The total obligation of Commerce for all compensation and reimbursements to MPCA under this Agreement over the length of this Agreement will not exceed **\$6,975.00 (Six Thousand Nine Hundred Seventy Five Dollars and Zero Cents)**.

MPCA will invoice Commerce quarterly on March 31, 2022, June 30, 2022, September 30, 2022 and December 31, 2022. Commerce will pay within 30 days of receipt of invoice.

### **4 Conditions of Payment**

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

### **5 Authorized Representative**

Commerce's Authorized Representative is Max Zappia, Deputy Commissioner, MN Department of Commerce, 85 7<sup>th</sup> Place East, Suite 280, St. Paul, MN 55101, 651-539-1701, maxwell.zappia@state.mn.us, or his successor. If Commerce's Authorized Representatives change at any time during this agreement Commerce must notify MPCA within 30 days.

MPCA's Authorized Representative is Paula Anderson, Facilities Manager, MPCA, 520 Lafayette Rd N, St. Paul, MN 55155, Paula.J.Anderson@state.mn.us, 651-757-2735, or her successor. If MPCA's Authorized Representatives change at any time during this agreement, MPCA must notify Commerce within 30 days.

### **6 Amendments**

Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

### **7 Liability**

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

### **8 Termination**

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

**1. State Encumbrance Verification**

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

Print name: CARLA COLLINS

Signature: 


Title: Buyer 0EAAB561D3244F4... Date: 12/28/2021

SWIFT Contract No.: SC# 205614 / FY22 PO# 3-14986

**2. Minnesota Pollution Control Agency**

*With delegated authority*

Print name: Paula Anderson

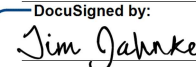
Signature: 

Title: Facilities Manager 11831C193075C4E0 Date: 12/29/2021

**3. Minnesota Department of Commerce**

*With delegated authority*

Print name: Tim Jahnke

Signature: 

Title: Admin Services Director/CA 6E557658A468499 Date: 12/29/2021

Christine Everson  
1/26/2022