



# **2022 Interagency Agreements and Transfers Report**

**Minnesota Statutes §15.0395**

**Sherry Kromschroeder**  
**Finance and Budget Director**

625 Robert Street North  
Saint Paul, Minnesota 55155  
Phone: 651-201-6580

[www.mda.state.mn.us](http://www.mda.state.mn.us)

11/2/2022

## Legislative Charge

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

(a) By October 15, 2018, and annually thereafter, the head of each agency must provide reports to the chairs and ranking minority members of the legislative committees with jurisdiction over the department or agency's budget on:

(1) interagency agreements or service-level agreements and any renewals or extensions of existing interagency or service-level agreements with another agency if the cumulative value of those agreements is more than \$100,000 in the previous fiscal year; and

(2) transfers of appropriations between accounts within or between agencies, if the cumulative value of the transfers is more than \$100,000 in the previous fiscal year.

The report must include the statutory citation authorizing the agreement, transfer or dollar amount, purpose, and effective date of the agreement, the duration of the agreement, and a copy of the agreement.

(b) As used in this section, "agency" includes the departments of the state listed in section [15.01](#), a multimember state agency in the executive branch described in section [15.012](#), paragraph (a), the Office of MN.IT Services, and the *Office of Higher Education*.

## Background

Attached to this report are two spreadsheets. The first spreadsheet, titled *FY 2022 Interagency Agreements and Service Level Agreements Greater Than \$100,000*, provides details on the Minnesota Department of Agriculture's (MDA) interagency agreements effective during FY 2022 that have a cumulative value more than \$100,000. Immediately behind this spreadsheet are copies of the interagency and service level agreements listed.

The second document, titled *FY 2022 Transfers greater than \$100,000*, provides details on transfers between appropriations within MDA or between MDA and another state agency that collectively total more than \$100,000 during the reported fiscal period.

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

**Minnesota Department of Agriculture**  
FY 2022 Interagency Agreements and Service Level Agreements Greater Than \$100,000  
November 2, 2022

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
Health	\$ 123,586	M.S. 471.59 10	Freeman and Laboratory Building Shared Services	7/1/2021	FY 2022
MNIT Services	\$ 5,573,550	111 010 04 (IT Consolidation Act)	MN.IT provides enterprise IT services to MDA	11/14/2018	FY 2022
Total	\$ 5,697,136				

**Minnesota Department of Agriculture (MDA)**

FY 2022 Transfers greater than \$100,000

Nov 2, 2022

TRANSFER FROM					TRANSFER TO					Purpose of Transfer	Legal Authority for Transfer
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount		
MDA	Agriculture	B041A11	Pesticide Regulatory	(1,346,000)	MDA	Agriculture Fund	B043A11	Pesticide Reg Lab	1,346,000	Pay for laboratory services	MS 18B.05
MDA	Agriculture	B041A14	Fertilizer Insp	(104,000)	MDA	Agriculture Fund	B043A14	Fertilizer Insp Lab	104,000	Pay for laboratory services	MS 18C.131
MDA	Agriculture	B042A21	Seed Inspection	(460,000)	MDA	Agriculture Fund	B043A21	Seed Inspection Lab	460,000	Pay for laboratory services	MS 21.92
MDA	Agriculture	B044A30	Commercial Feed	(330,000)	MDA	Agriculture Fund	B043A30	Commerical Feed Lab	330,000	Pay for laboratory services	MS 25.39 4
MDA	General	B044G70	Protection Svc Op Adj-FFSD	(117,000)	MDA	General	B044G06	Food General Fund	117,000	FY22 one-time operating adjustment	211 003 01 002 02H
MDA	Agriculture	B045A31	Dairy Services	(100,000)	MDA	Agriculture Fund	B043A31	Dairy Services Lab	100,000	Pay for laboratory services	MS 32D.02 10
MDA	General	B046G71	MN Grown Matching Program	(186,000)	MDA	Agriculture Fund	B046A50	Minneosta Grown	186,000	MN Grown matching general fund transfer to Minnesota Grown ag fund	211 003 01 002 03A
MDA	General	B047G77	Ag Resch Educ Exten & Technol	(9,300,000)	MDA	Agriculture Fund	B047A77	Ag Resch Educ Ext Tech Trnsfr	9,300,000	AGREET general fund transfer to AGREET ag fund	211 003 01 002 04A
MDA	General	B048G70	AgBMP Loan Program	(1,437,000)	MDA	Restrict Misc Special Revenue	B049R81	Ag BMP Loans State WQ+air	1,437,000	First year base operating adjustment for the Ag BMP Loan Program	211 003 01 002 05G
MDA	General	B049G41	Mental Health Assistance MNSCU	(119,000)	MNSCU	MN State Colleges/Universities	E265741	Mental Health Counsel-FF	119,000	Statewide mental health counseling support to farm families and business operators - South Central College serves as fiscal agent	211 003 01 002 05D
MDA	General	B049G41	Mental Health Assistance MNSCU	(119,000)	MNSCU	MN State Colleges/Universities	E266301	Mental Health Counsel-FF	119,000	Statewide mental health counseling support to farm families and business operators - South Central College serves as fiscal agent	211 003 01 002 05D
MDA	General	B049GT0	Emerging Farmer Office	(150,000)	MDA	General	B049G08	Agency Services	150,000	To establish the MDA Emerging Farmers Office	211 003 01 002 05Q
MDA	General	B049GT1	High Path Avian Influenza Resp	(1,000,000)	MDA	Agriculture Fund	B049A93	Ag Emergency Account	1,000,000	FY22 one-time operating adjustment	22 047 01 002 000
MDA	General	B049GT2	Drought Relief RFA Revolve Lns	(2,500,000)	MDA	Rural Finance Administration	B049L92	Disaster Recovery Loans	2,500,000	FY22 one-time operating adjustment	22 095 03 003 000
MDA	General	B049GT3	High Path Avian Influenza Resp	(1,500,000)	MDA	Agriculture Fund	B049A93	Ag Emergency Account	1,500,000	FY22 one-time operating adjustment	22 095 01 002 05U
MDA	General	B049GT5	High Path Avian Influenza Resp	(1,500,000)	MDA	Agriculture Fund	B049A93	Ag Emergency Account	1,500,000	FY22 one-time operating adjustment	22 095 03 005 000
MDA	Rural Finance Administration	B049L91	Value-Added Stock Loans	(550,000)	MDA	Rural Finance Administration	B049L92	Disaster Recovery Loans	550,000	Tranfer funds between RFA revolving loan programs	MS 41B.06
MDA	Rural Finance Administration	B049L91	Value-Added Stock Loans	(207,220)	MDA	Rural Finance Administration	B049RVL	RFA Revolving Loan	207,220	Tranfer funds to new RFA revolving loan appropriation	MS 41B.06
MDA	Rural Finance Administration	B049L92	Disaster Recovery Loans	(4,159,011)	MDA	Rural Finance Administration	B049RVL	RFA Revolving Loan	4,159,011	Tranfer funds to new RFA revolving loan appropriation	MS 41B.06
MDA	Rural Finance Administration	B049L93	Methane Digester Loans	(600,968)	MDA	Rural Finance Administration	B049L92	Disaster Recovery Loans	600,968	Tranfer funds between RFA revolving loan programs	MS 41B.06
MDA	Rural Finance Administration	B049L93	Methane Digester Loans	(100,000)	MDA	Rural Finance Administration	B049L97	Farm Opportunity Loans	100,000	Tranfer funds between RFA revolving loan programs	MS 41B.06
MDA	Rural Finance Administration	B049L94	Livestock Equipment Loans	(176,892)	MDA	Rural Finance Administration	B049RVL	RFA Revolving Loan	176,892	Tranfer funds to new RFA revolving loan appropriation	MS 41B.06
MDA	Rural Finance Administration	B049L94	Livestock Equipment Loans	(150,000)	MDA	Rural Finance Administration	B049L92	Disaster Recovery Loans	150,000	Tranfer funds between RFA revolving loan programs	MS 41B.06
MDA	Rural Finance Administration	B049L96	Microloan Loans	(209,091)	MDA	Rural Finance Administration	B049RVL	RFA Revolving Loan	209,091	Tranfer funds to new RFA revolving loan appropriation	MS 41B.06
MDA	Rural Finance Administration	B049L97	Farm Opportunity Loans	(156,162)	MDA	Rural Finance Administration	B049RVL	RFA Revolving Loan	156,162	Tranfer funds to new RFA revolving loan appropriation	MS 41B.057 1
MDA	Rural Finance Administration	B049RFA	RFA Bond Loan Repayment	(15,560,983)	IMMB	Debt Service	G9Q0001	Debt Service Clearing Account	15,560,983	RFA Debt Service Transfer	MS 16A.643 1
MDA	Other Misc Special Revenue	B049V09	Federal Indirect	(2,868,516)	MDA	Other Misc Special Revenue	B049V28	Agency Indirect	2,868,516	Cash Balance Transfer	MS 16A.127 5
MDA	Other Misc Special Revenue	B049V28	Agency Indirect	(112,000)	IMMB	Other Misc Special Revenue	G391300	Governor's Spec Revenue Fund	112,000	Governors Office Federal Affairs	MS 16A.127 3B
MDA	Rural Finance Authority	B240210	Operating Reserve Cw1	(1,000,000)	MDA	Rural Finance Authority	B049P05	AgBMP Lns Fed	1,000,000	per interagency agreements PFA has made these reallocations within the CWSRF to the nonpoint programs:	MS 17.117 3 M.S. 446A.07 Subd. 8 (4)
DNR	Restrict Misc Special Revenue	R296216	FAW Venison Donation Program	(100,000)	MDA	Restrict Misc Special Revenue	B045R08	Venison Donation Program	100,000	Venison Donation Program	MS 97A.065 6
<b>TOTAL</b>				<b>(46,218,842)</b>					<b>46,218,842</b>		



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT  
SWIFT Contract No: 197791**

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

**Recitals**

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

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

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

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

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

**Agreement**

**1 Term of Agreement**

1.1 **Effective date:** *July 1, 2021*, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2.

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

**2 Scope of Work**

- With the exception of state holidays, MDH will provide receptionist services for the Freeman Building from 8:00 a.m. to 4:30 p.m., Monday through Friday. This service includes ongoing staff

supervision, training, quarterly interagency meetings, and ad hoc discussions to address any issues. MDH will also provide backup reception services, as needed.

- MDH will provide greenery maintenance services for Freeman’s Atrium Gardens. The Department of Administration, Office of State Procurement (“OSP”) will contract with a qualified vendor to maintain the Atrium Garden.
- MDH will obtain preventive maintenance service contracts to ensure the stability of:
  - Lab Building DI water system;
  - Lab Building vacuum air system;
  - Lab Building compressed air system;
  - Freeman and Lab Building server room uninterrupted power supply (“UPS”);
  - Freeman and Lab Building server rooms air conditioning systems;
  - Freeman and Lab Building entry turnstiles; and
  - Freeman and Lab Building server room fire suppression systems.
- MDH will, as needed, arrange for repairs to the:
  - Lab Building DI water system;
  - Lab Building vacuum air system;
  - Lab Building compressed air system;
  - Lab Building O2 sensors in the bulk gas room;
  - Freeman Building audio/visual equipment in rooms B144 – B145;
  - Freeman and Lab Building server room uninterrupted power supply;
  - Freeman and Lab Building server rooms air conditioning systems;
  - Freeman and Lab Building server room fire suppression systems;
  - Freeman and Lab Building entry turnstiles;
  - Freeman and Lab Building interior cameras; and
  - Freeman and Lab Building interior keycard readers.
- MDH will pay for electricity use in server rooms. Electricity use is provided by the Department of Administration’s Plant Management Division pursuant to conditions of the executed lease agreement.
- MDH will pay for visitor badges and distribute them at the Freeman reception area/front desk. Visitors to either Freeman or the Lab may obtain these badges at the front desk when they arrive at Freeman.
- MDH will arrange for the provision of bulk argon and nitrogen gases for use by in the Lab Building. Both MDH and MDA may use these gasses. MDH will assume responsibility for inventorying, ordering, receiving and processing payments for the bulk gasses.

### **3 Consideration and Payment**

A. For each year of this Agreement, MDA will reimburse MDH for its proportionate share of the costs outlined *infra*, which amounts to 36.13% of the total. Accordingly, MDA will reimburse MDH for 36.1% of the following expenses:

- Receptionist services;
- Greenery maintenance services;

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

**B.** In each year of the agreement, MDA will also reimburse MDH for 40.36% of the cost of preventive maintenance contracts and the cost of repairs not covered by service agreements for the following systems, as follows:

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

**C.** In each year of the agreement, MDA will reimburse MDH for 10 % of the following costs:

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

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

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

**F.** MDA's total estimated obligation is \$247,171.63 for all compensation and reimbursements for the period July 1, 2021 through June 30, 2023.

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

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

## 5 Authorized Representative

MDH's Authorized Representative is Kevin Umidon, Director of Facilities Management, [Kevin.umidon@state.mn.us](mailto:Kevin.umidon@state.mn.us) 651-201-4539 or his successor.

MDA's Authorized Representative is Doug Buhl, Facilities Manager, [Doug.Buhl@state.mn.us](mailto:Doug.Buhl@state.mn.us) 651-201-6598 or his successor.

## 6 Amendments

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

## 7 Liability

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

## 8 Termination

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

### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed **April Kane** Digitally signed by April Kane  
Date: 2021.07.23 07:09:30 -05'00'  
(With delegated authority)

Title Contract Officer \_\_\_\_\_

Date 7/21/21 Contract #197791 No purchase order \_\_\_\_\_

### 2. Minnesota Department of Health

Signed **Jeffery J. Colonna** Digitally signed by Jeffery J. Colonna  
Date: 2021.07.23 13:56:33 -05'00'  
(With delegated authority)

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

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

### 2. Minnesota Department of Agriculture

Signed **Andrea Vaukel** Digitally signed by Andrea Vaukel  
Date: 2021.07.27 10:11:33 -05'00'  
(With delegated authority)

Title: Deputy Commissioner \_\_\_\_\_

Date: 7/27/2021 \_\_\_\_\_



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# Comprehensive IT FY22-23 Service Level Agreement

in direct support of

*Minnesota Department of Agriculture*

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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.

## Enterprise Delivered Services

### Executive Summary: Database Administration

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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>

## Executive Summary: Enterprise Hosting Services

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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 - Service Name: Enterprise Security Services

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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

Service Details	Summary Description
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)

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 Minnesota executive branch and partner entities with core detection/alerting to other MNET customers</li> <li>• Monitoring is limited to network activity only for external MNET entities that do not participate in the Intrusion Detection and Prevention Service</li> </ul>
Delivery Method	<ul style="list-style-type: none"> <li>• Fulltime support staff</li> <li>• Email: <a href="mailto:soc@state.mn.us">soc@state.mn.us</a></li> <li>• Phone: 651.201.1281</li> <li>• MNIT Mail: Report a Security Event</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>• Daily 6 a.m. – 6 p.m.</li> <li>• Emergency after hours support: MNIT Service Desk 24x7</li> <li>• Overwatch (365/24x7) endpoint monitoring</li> </ul>



## Digital Forensics

Service Details	Summary Description
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: mnit.forensics@state.mn.us</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

Service Details	Summary Description
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

Service Details	Summary Description
Service Name	Enterprise Privileged Account Management Service
Included	<ul style="list-style-type: none"> <li>• User license</li> <li>• Centralized, secure storage</li> <li>• Automatic password rotation</li> <li>• Automated Workflows</li> <li>• Security Awareness training</li> <li>• Access oversight and audit</li> <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)

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

## Enterprise Governance, Risk, and Compliance

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>

## Executive Summary – Enterprise Software Bundle

Service Details	Summary Description
Service Name	<a href="#">Enterprise Software Bundle</a>
Included	<p><b>Bundle Options:</b></p> <ul style="list-style-type: none"> <li> <b>Standard Bundle - NEW</b>  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. <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> <b>Basic Bundle</b>  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. </li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Kiosk</b>  <p>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.</p> <p>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.</p> </li> <li>a. <b>Education Bundle</b>  <p>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.</p> </li> <li>b. <b>Exchange Online Only – NEW</b>  <p>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.</p> </li> </ul>
NOT included	c. Agency-specific software packages
Delivery Method	d. Fulltime support staff for both online and deskside support.
Hours of Operation	e. Access to Foundational Services (Email, SharePoint and Teams) 24x7x365 from Microsoft f. Following hours of Minnesota IT Services support. M-F, 7 a.m.5 p.m.

## Executive Summary – Geospatial - MNGeo

Service Details	Summary Description
Service Name	Geospatial Shared Services
Included	<ul style="list-style-type: none"> <li>Enterprise Licensing for Geospatial Software</li> <li>MN Geospatial Commons</li> <li>Access and use of geospatial web services</li> <li>Geospatial Managed Hosting</li> <li>Access to PT Services for development and support of geospatial applications and web services</li> </ul>
NOT included	
Delivery Method	<ul style="list-style-type: none"> <li>Fulltime support staff with access to the MNIT On-Premise and external cloud environments</li> </ul>
Hours of Operation	<ul style="list-style-type: none"> <li>Production availability 7x24x365</li> </ul>
Hours of Support	<ul style="list-style-type: none"> <li>7am-5pm Monday-Friday (except holidays)</li> </ul>

## Executive Summary – LAN – Local Area Network

Service Details	Summary Description
Service Name	<a href="#">LAN</a>
Included	g. Wired and wireless IP network connections within a location or campus
NOT included	h. Wide area network (WAN) connections
Delivery Method	i. Minnesota IT Services owned and managed LAN devices
Hours of Operation	j. 24x7x365



## Executive Summary – Laptop Bundle/Desktop Bundle

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>

## Executive Summary - Middleware

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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>

## Executive Summary – Mobile Device Management

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>• 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>

## Executive Summary – Salesforce Center of Excellence

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

## Executive Summary - Voice

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Service Details	Summary Description
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 – Wide Area Network - WAN

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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>

## Local Delivered Services

### Executive Summary – Application Development

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

M-F, 7AM – 4:30PM; **Madhavi Chinta – 651-201-6017**

#### What will the response time be?

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

### Executive Summary: Application Support, including Laboratory Division

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

**M-F, 7AM – 4:30PM;** Madhavi Chinta – 651-201-6017 and MNIT Mall Ticket

#### What will the response time be?

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

## Executive Summary: Business Analysis and Quality Assurance

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

M-F, 7AM – 4:30PM; **Millicent Kasal 651-201-6651**

### What will the response time be?

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

## Executive Summary: Contract Management

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

M-F, 7AM – 4:30PM; **Millicent Kasal 651-201-6651**

### What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
NA	Respond to DLI after receiving contracting request	NA	1 Week	NA
NA	Provide status report on request	NA	bi-weekly	NA

## Executive Summary: Cybersecurity

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

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

### What will the response time be?

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



## Executive Summary: Data Management

Service Details	Summary Description
Service Name	Data Management
Included	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Database design</li> <li>• Testing</li> <li>• Data quality analysis and monitoring</li> <li>• Database administration (performance, integrity and security of databases)</li> </ul>
NOT included	Maintenance of applications
Delivery Method	Onsite internal MNIT resources
Hours of Operation	M-F, 7AM – 4:30PM

**M-F, 7AM – 4:30PM;** Madhavi Chinta – 651-201-6017

### What will the response time be?

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

## Executive Summary: General IT Leadership @ Agency

Service Details	Summary Description
Service Name	General IT Leadership @ Agency
Included	<ul style="list-style-type: none"><li>• IT Strategy development and execution</li><li>• Customer Engagement</li><li>• IT Resource Management</li><li>• Information Risk Management</li><li>• IT Budget Management</li><li>• IT Performance Management</li><li>• Communication</li><li>• Planning, coordination and implementation of MNIT Enterprise changes</li></ul>
NOT included	NA
Delivery Method	Internal MNIT resources
Hours of Operation	M-F, 6AM – 5PM

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

CBTO-Tyrone Spratt - 651-284-5626; Director Office of CBTO – Betty Baron – 651-284-5618; Application Services Supervisor – Madhavi Chinta – 651-201-6017, Project Management Office (PMO), Technology Initiatives and Business Office Supervisor – Millicent Kasal – 651-201-6651; are available (overlapping schedules) M-F 6:00 a.m. – 5:00 p.m., by phone, email, Teams and in person.

## Executive Summary: Procurement

Service Details	Summary Description
Service Name	Procurement
Included	<ul style="list-style-type: none"><li>• Budget Planning</li><li>• Purchasing</li><li>• Invoicing</li><li>• Billing</li><li>• Receiving and asset tagging</li><li>• Retiring, disposal, surplus</li></ul>
NOT included	Installation of purchased products and services
Delivery Method	Onsite Internal MNIT resources
Hours of Operation	M-F, 7AM – 4:30PM

M-F, 7AM – 4:30PM; **Millicent Kasal 651-201-6651**

## Executive Summary: Project Management

Service Details	Summary Description
Service Name	Project Management
Included	<p>Project delivery from initiation through closeout (transition to operation)</p> <p>PMI Knowledge Areas:</p> <ul style="list-style-type: none"> <li>• Integration</li> <li>• Scope</li> <li>• Time</li> <li>• Cost</li> <li>• Quality</li> <li>• Resource</li> <li>• Communications</li> <li>• Risk</li> <li>• Procurement</li> <li>• Stakeholder</li> </ul>
NOT included	<ul style="list-style-type: none"> <li>• System or software application bugs</li> <li>• Service Requests estimated under 300 hours</li> </ul>
Delivery Method	Onsite Internal MNIT resources; Contracted resources
Hours of Operation	M-F, 7AM – 4:30PM

M-F, 7AM – 4:30PM; Millicent Kasal 651-201-6651

### What will the response time be?

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

# Service Agreement – Performance Metrics

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.



## Signature Page

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

The MNIT Service Level Agreement is reviewed and recognized by:

**Agency/Entity**

**MNIT Services**

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[Enter Name]  
[Enter title]  
[Enter name of agency]

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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

# Appendix

## OnBase Application Service Level Agreement

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This addendum augments MNIT's overarching SLA with MDA, DLI. The addendum is intended to add more clarity and definition to how MNIT will work with its agency partners in the governance, support, maintenance, and advancement of OnBase.

Addendums are considered under the following circumstances:

1. Application or platform is supported by a third-party vendor partner (DataBank and Hyland)
2. Business partners have a system administrator with application support responsibilities

### Application Description and Purpose

**MDA:** OnBase is an electronic content management system that allows people to work with data throughout its lifecycle. OnBase is an application that allows a business to streamline and automate their processes.

*Some of the capabilities of OnBase are:*

- Capturing
- Document Retrieval
- Workflow
- Case Management
- Reporting and Analytics
- Search
- Records Management

*MDA Applications Currently in OnBase:*

- DMID/FFSD - Certificate of Free Sale
- MNIT – Change Management
- MNIT – Service Request
- PPD - Arrest the Pest
- PPD - Hemp
- PPD - Noxious Weeds
- PPD - Pest Case with ESRI Integration
- PPD - Seed Inspection
- PPD – Wolf & Elk Claims

*DLI Applications Currently in OnBase:*

- Labor Standards/Prevailing Wage: Case Management system to process inquiries and complaints in the Labor Standards and Apprenticeship division.

## OnBase Governance

- Standard DLI or MDA Governance approach
- Specific approach for the Application with dedicated MNIT resources
- Specific approach for the application with Vendor partner resources

## Help Request Process

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### Support Model Definition

- **Tier 1:** Ex. Tier 1 is the Business OnBase Administrator.
- **Tier 2:** Ex. Tier 2 is MNIT OnBase Administrators.
- **Tier 3:** Ex. Tier 3 is third party vendor (DataBank,imx).
- **Tier 4:** Ex. Tier 4 is third party vendor (Hyland Software).

### OnBase Help Request Process

**Tier 1** OnBase Business Admins take calls or emails (with screenshots) from internal staff and resolve routine issues. Tier 1 OnBase Business Admins may also locate and reference documentation such as training and help tips to assist the caller and answer routine questions about OnBase. Any requests that Tier 1 OnBase Business Admins cannot resolve are forwarded to Tier 2. For **DLI**, that is via entering a Service Request SharePoint site that was built for this purpose and for **MDA**, it is by taking calls or emails (with screenshots) from OnBase Business Admins. A help request may be for an existing application issue, or a request for a new feature or functionality.

**Tier 2 DLI** MNIT OnBase Admins takes the Service Request ticket from the SharePoint site entered by the OnBase Business Admins. **MDA** MNIT OnBase Admins takes calls or emails (with screenshots) from the OnBase Business Admins. Tier 2 MNIT OnBase Admins review the request and assist the requestor. Any requests that Tier 2 MNIT OnBase Admins cannot resolve are forwarded to Tier 3 by entering a ticket in the DataBank National Support Application. A help request may be for an existing application issue, or a request for a new feature or functionality.

**Tier 3** DataBank review and provide support based on the ticket entered in their National Support Application. Any requests that Tier 3 Vendor cannot resolve are forwarded to Tier 4 by their own internal processes. A help request may be for an existing application issue, or a request for a new feature or functionality.

**Tier 4** Hyland review and provide support based on the ticket entered in their National Support Application. Tier 3 enters help requests through their own internal processes. A help request may be for an existing application issue, or a request for a new feature or functionality.

### Managing Changes to OnBase

OnBase changes will ensure improvements, changes, defects, and new requirements are understood, communicated, and slotted for development and release.

1. **DLI:** Defects are handled through the SharePoint Service Request tickets. Items are immediately reviewed against requirements and expected results to isolate the defect.
2. **MDA:** Defects are handled through the emails. Items are immediately reviewed against requirements and expected results to isolate the defect. When changes are ready to move into production, then it gets on the Change Management Agenda.

## Application Development and Support

### High-level Roles and Responsibilities

		MNIT CBTO	Division Director	Product Owner	MNIT System Admin	Business System Admin	MNIT App Services	DataBank
1	Application/Platform Roadmap	C	C	A	A/R	R	A	C
2	System Administration	C	C	A	A/R	R	A	C
3	User Support	C	C	A	A/R	R	A	C
4	Technical Application Support	C	C	A	A/R	R	A	C
5	Technical Application Development	C	C	A	A/R	R	A	C
6	Communication	C	C	A	A/R	R	A	C
7	Application Requirements Development	C	C	A	A/R	R	A	C

**A** = Accountable for work getting done; **R** = Responsible to do the work; **C** = Consulted on the work

### Hours of Service

#### OnBase Hours of Operations

Category	Hours of Service
Production Support – Business Day	Mon – Fri 8AM – 4:30PM Central Time
Production Support – After Hours, Weekend and holiday	Best Effort – no later than next business day
Maintenance Window	Monday – Sunday 9PM – 6AM



## DataBank Turnaround Times

### DataBank Case Severity Levels and Response times

Each case submitted is assigned a severity based off the following guidelines with the indicated target max response times. Case severity may be adjusted from original submission per the guidelines below or throughout the life of a case as appropriate.

SEVERITY LEVEL	QUALIFICATION OF SEVERITY	TARGET MAX RESPONSE TIME
URGENT	<p>Always <u>call</u> 866-590-5545 to report this severity of issue.</p> <p>The supported production solution is <u>completely unavailable</u> for all critical business units or greater than 75 percent of users.</p>	30 minutes
HIGH	<p>The supported production solution is <u>intermittently unavailable</u> or experiencing degraded performance for all critical business users or greater than 50 percent of users.</p>	2 hours
NORMAL	<p>The supported solution is experiencing minor to moderate issues. A higher severity issue may be downgraded to this severity when a temporary work-around is available.</p> <p>This is the highest severity for non-production issues.</p>	4 hours
LOW	<p>Non-critical issue typically impacting a single user that does not require immediate attention. Basic questions such as “Is this possible?” or “How do I...?” and downloads usually fall into this level.</p>	6 hours

### Contacts

Role/Responsibility	Name	Contact info
Business OnBase Administrator MDA	Sara Ovist	<a href="mailto:Sara.Ovist@state.mn.us">Sara.Ovist@state.mn.us</a>
DLI Business OnBase Administrator	Alexis Lohse	<a href="mailto:Alexis.Lohse@state.mn.us">Alexis.Lohse@state.mn.us</a>
MNIT OnBase Administrator MDA/DLI	Angela Crowley	<a href="mailto:Angela.Crowley@state.mn.us">Angela.Crowley@state.mn.us</a>
DLI MNIT OnBase Administrator	Debby Hines	<a href="mailto:Deborah.Hines@state.mn.us">Deborah.Hines@state.mn.us</a>
Vendor	DataBank, imx	<a href="https://databanksupport.force.com/CustomerCommunity/s/login/">https://databanksupport.force.com/CustomerCommunity/s/login/</a>