OFFICE OF HIGHER EDUCATION

October 15, 2018

Senator Rich Draheim, Vice Chair
Higher Education Finance and Policy Committee
3227 Minnesota Senate Building
St. Paul, MN 55155

Senator Greg Clausen, Ranking Minority Member
Higher Education Finance and Policy Committee
2233 Minnesota Senate Building
St. Paul, MN 55155

Representative Bud Nornes, Chair
Higher Education and Career Readiness Policy and Finance
Committee
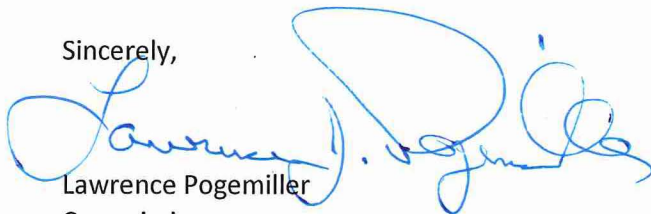471 State Office Building
St. Paul, MN 55155

Representative Gene Pelowski, Ranking Minority Member
Higher Education and Career Readiness Committee Policy and
Finance Committee
295 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St Paul, MN 55155

Dear Senators and Representatives:

In accordance with the Laws of 2017, 1st Special Session, Chapter 4, Article 2, Section 16, please find attached a report containing interagency agreements or service-level agreements with another agency if the cumulative value of those agreements is more than $100,000 in the previous fiscal year and transfers of appropriations between accounts within or between agencies if the cumulative value of the transfers is more than $100,000 in the previous year.

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

Sincerely,

Lawrence Pogemiller
Commissioner

Attachments

Cc: Andrew Erickson, Senate Fiscal Analysis
       Ken Savary, House Fiscal Analysis

1450 Energy Park Drive, Suite 350, St. Paul, MN 55108

Office of Higher Education (OHE)

FY 2018 Interagency Agreements and Service Level Agreements
October 15, 2018

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
MN.IT Services	$ 1,772,789	MS 16E.016	MN.IT provides enterprise IT services to OHE	7/1/2017	FY 2018
MMB	$ 5,000	MS 471.59	MMB provides enterprise training and development services to OHE	7/1/2017	FY 2018
MMB	$ 3,254	MS 471.59	MMB provides statewide recruiter services to OHE	7/1/2017	FY 2018
Admin	$ 1,500	MS 471.59	OES will support OHE with sustainability choices and implementation	7/1/2017	FY 2018
Governor's Office	$ 69,800	MS 471.59	Governor's Office provides policy advisors and other services for OHE	7/1/2017	FY 2018
MDVA	$ 1,700,000	MS 197.791 3B	OHE Administers the MN GI Bill Program	7/1/2017	FY 2018
MDH	$ 375,000	17 089 03 003	MDH will administer the Veterinarian Loan Forgiveness Program	7/1/2017	FY 2018
Labor & Industry	$ 200,000	17 089 01 002	Labor & Industry will develop Dual Competency standards	7/1/2017	FY 2018
DEED	$ 500	MS 471.59	DEED will sponsor State Career Fair for Cabinet level agencies	10/14/2017	FY 2018
MNSCU	$ 324,500	MS 471.59	MNSCU will assist OHE with the Returning Scholars Program	8/15/2017	FY 2018
MDE	$ 1,403,782	MS 471.59	OHE will provide services for Statewide Longitudinal Data System	1/6/2016	through FY19
MMB	$ 15,680	MS 471.59	MMB provides Management Analysis and Developmet for OHE	4/28/2018	FY 2018
MDE	$ 10,000	MS 471.59	OHE will provide services for the Early Childhood Longitudinal Data System	6/1/2018	through FY19
Total	**$ 5,881,805**				

Office of Higher Education (OHE)
FY 2018 Transfers
October 15, 2018

TRANSFER FROM					TRANSFER TO						
Transfer Out Agency	Transfer Out Fund Name	Transfer Out ApropID	Transfer Out ApropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In ApropID	Transfer In ApropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
OHE	General	E601723	Dual Trg Competency Grant	(2,000,000)	OHE	Special	E602750	Dual Training Special Account	2,000,000	transfer funds to special revenue account created for Dual Training	MS 136A.246
OHE	Special	E602750	Dual Training Special Account	(60,000)	OHE	Special	E602751	Dual Training Account ADMN	60,000	transfer funds to special revenue account created for Dual Training Admin	MS 136A.246
OHE	General	E601437	Teacher Shortag Loan Forgiveness	(200,000)	OHE	Special	E602740	Teacher Shortage Loan Forgiveness	200,000	transfer funds to special revenue account created for Teacher Shortage	18 207 006 031
OHE	General	E601438	Agriculture Loan Forgiveness	(50,000)	OHE	Special	E602030	Agriculture Loan Forgiveness	50,000	transfer funds to special revenue account created for Agriculture Loan Forgive	18 207 008 033
OHE	General	E601439	Aviation Loan Forgiveeess	(25,000)	OHE	Special	E602050	Aviation Loan Forgiveness	25,000	transfer funds to special revenue account created for Aviation Loan Forgiveness	18 207 009 034
OHE	Special	E602740	Teacher Shortage Loan Forgiveness	(3,000)	OHE	Special	E602741	Teacher Shortage Administration	3,000	transfer funds to special revenue account created for Teacher Shortage Admin	18 207 006 031
OHE	General	E601437	Teacher Shortag Loan Forgiveness	(500,000)	OHE	Special	E602740	Teacher Shortage Loan Forgiveness	500,000	transfer funds to special revenue account created for Teacher Shortage	18 207 002 008
OHE	General	E601431	Grants to Teacher Candidates	(71,000)	OHE	General	E601432	Teacher Candidate - Admin	71,000	transfer funds to Teacher Candidate - admin account	171 005 02 050
OHE	Special	E602740	Teacher Shortage Loan Forgiveness	(3,000)	OHE	Special	E602741	Teacher Shortage Administration	3,000	transfer funds to special revenue account created for Teacher Shortage Admin	18 207 006 031
OHE	General	E601408	American Indian Scholarship	(605,000)	OHE	General	E601604	State Funded Get Ready Program	605,000	transfer funds for the Get Ready Summer Academic Enrichment Program	17 089 01 002 040
OHE	General	E601423	MNSCU Two-Year (Grants)	(49,000)	OHE	General	E601604	State Funded Get Ready Program	49,000	transfer funds for the Get Ready Summer Academic Enrichment Program	17 089 01 002 040
OHE	General	E601705	Spinal Cord & Traumatic Brain	(90,000)	OHE	Special	E602711	Spinal Cord & Brain Injury ADM	90,000	transfer funds to special revenue account created for Spinal Cord & Brain Inj ADM	18 207 004 01B
OHE	General	E601705	Spinal Cord & Traumatic Brain	(1,357,388)	OHE	Special	E602710	Spinal Cord & Brain Injury	1,357,388	transfer funds to special revenue account created for Spinal Cord & Brain Injury	18 207 004 01B
OHE	Loans	E608000	Loan Capital Fund Administration	(2,340)	MMB	General	G9R0156	False Claims Account	2,340	EDMC Settlement	MS 136A.131
OHE	Loans	E608000	Loan Capital Fund Administration	(2,340)	MMB	General	G9R0156	False Claims Account	2,340	EDMC Settlement	MS 136A.131
OHE	Loans	E608000	Loan Capital Fund Administration	(338,739)	MMB	General	G9R0156	False Claims Account	338,739	EDMC Settlement	MS 136A.131
OHE	Loans	E608000	Loan Capital Fund Administration	(7,191)	MMB	General	G9R0189	SEGIP Opt Out Savings	7,191	SEGIP Opt Out Savings	171 004 01 042
MDE	General	E372570	Alternative Teacher Prep Grant	(750,000)	OHE	General	E601404	Alternative Teacher Prep Grant	750,000	OHE will administer the Alternative Teacher Prep program	171 005 02 057 35A
MDE	General	E372580	Teacher Shortage Loan Forgiveness	(500,000)	OHE	General	E601437	Teacher Shortage Loan Forgiveness	500,000	OHE will administer the Teacher Shortage Loan Forgiveness program	171 005 02 057 36A
TOTAL				**(6,613,996)**					**6,613,996**		

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 16A.055 and 471.59, this is an agreement between Minnesota Management and Budget and Office of Higher Education.

1. **Services to be Performed:**
   Upfront development costs related to Enterprise Talent Development, including technical support of the Enterprise Learning Management system, project management and implementation for Enterprise Talent Development, communications, eLearning module development, workforce planning and an employee engagement survey.

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

2. **Consideration and Terms of Payment:**
   In consideration for the services provided, the Requesting Agency agrees to contribute to this effort as follows:

   # TOTAL COST for FY 18= $5,000

   You will receive a quarterly invoice from MMB for $1,250, beginning July 2017. Each quarterly invoice shall be paid within 30 days of receipt.
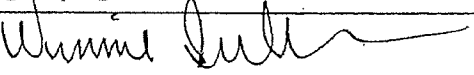
3. **Term of Agreement:**
   This agreement is effective July 15, 2017, and shall remain in effect until June 30, 2018.

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

Approved:

1. Agency Signature	2. Minnesota Management & Budget
By: *Winnie Sullivan*	By: *[signature]*
Title: Deputy Commissioner	Title: CFO
Date: 7/28/2017	Date: 7-28-17

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 16A.055 and 471.59, this is an agreement between Minnesota Management & Budget and the Office of Higher Education.

1. **Services to be Performed:**
   The statewide executive recruiter will provide expertise and guidance to cabinet-level agencies in the filling of higher-level positions within the executive branch.

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

2. **Consideration and Terms of Payment:**
   In consideration for executive recruiting services provided, the Requesting Agency agrees to contribute to this effort as follows:

   # TOTAL COST = $3,254.00

   **Please enter a FY18 appropriation transfer in SWIFT to accounting string:
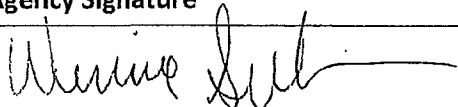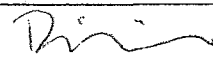   Fund – 2001, FinDeptID – G1010000, ApprID – G100102**

3. **Term of Agreement:**
   This agreement is effective July 1, 2017, and shall remain in effect until June 30, 2018.

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

Approved:

1. Agency Signature	2. Minnesota Management & Budget
By: _Winnie Sull_	By: _[signature]_
Title: Deputy Commissioner	Title: CFO
Date: July 28, 2017	Date: 7-28-17

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

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

2. **Authorized Agents:**
   The following persons will be the primary contacts and authorized agent for all matters concerning this agreement:

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

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

3. **Consideration and terms of Payment**
   In consideration for sustainability services provided, OHE agrees to contribute as follows:
   - Enter an appropriation transfer in SWIFT using the following accounting codes:
     Fund 2001, FinDeptID G021ADMN, Approp ID G027203
   - If assistance is needed, please contact Rachel Douglas (Rachel.Douglas@state.mn.us or 651.201.2531).
   - Please transfer the following amounts no later than August 1st of each fiscal year:
     FY 2018: **$1,500**   FY2019: **$1,200**   Total for the biennium: **$2,700**

4. **Terms of Agreement**
   This agreement is effective July 1, 2017 and shall remain in effect until June 30, 2019.

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

Approved:

Department of Administration	Office of Higher Education
By: _Eri m Campbell_	By: _Winnie Sull_
Title: _Assistant Commissary_	Title: _Deputy Commissioner_
Date: _7·18·17_	Date: _July 18, 2017_

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

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

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

Term of Agreement
Effective date: July 01, 2017
Expiration date: June 30, 2018

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

The total obligation for the agency is $69,800.00 for the fiscal year ending June 30, 2018. Fiscal year payment should be processed by July 15, 2017. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

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

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

Amendments
Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
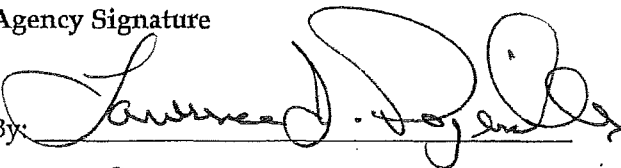
Liability
Each party will be responsible for its own acts and behavior and the results thereof.

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

AUTHORIZED SIGNATURES

Agency Signature

By: _____

Title: _Commissioner_

Date: _6/20/17_

Office of the Governor Signature

By: _____

Title: _Dr of Operation_

Date: _6/15/17_

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement
    1.1 *Effective date*: July 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
    1.2 *Expiration date*: June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work
    2.1 The OHE shall award and administer grants to eligible veterans or the eligible spouses and children of veterans as provided under Minnesota Statutes, section 197.791 Minnesota GI Bill Program.

    2.2 MDVA and OHE shall comply with the requirements specified in Exhibit A, Data Sharing Agreement Addendum, which is attached and incorporated into this Agreement.

3 Consideration and Payment
    3.1 The OHE shall submit an invoice by July 12, 2017 and the MDVA shall issue a lump sum transfer of appropriation in the amount of $1,700,000 on or before July 26, 2017. The allocation is as follows:

        3.1.1   Of this appropriation, no more than $100,000 may be used for the administrative costs of operating this program.   Accounting String E6010000   E601476   Fund 1000

        3.1.2   Of this appropriation, $1,600,000 shall be available to eligible veterans or the eligible spouses and children of veterans as provided under Minnesota Statute, section 197.791 Minnesota GI Bill Program.   Accounting String E6010000   E601475   Fund 1000

    3.2 If the appropriation is insufficient, the OHE shall provide supporting data to the MDVA for a formal request to increase the fiscal year 2018 open appropriation.

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

5 Authorized Representative
    5.1 MDVA's Authorized Representative is David Bellefeuille, Director - Education and Employment, 20 West 12th Street, 2nd Floor, St Paul, MN 55155, (651)757-1564, or his successor.

    5.2 OHE's Authorized Representative is Tim Geraghty, 1450 Energy Park Dr. Suite 350, St Paul, MN

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

6   **Amendments and Assignments**

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

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

7   **Liability**

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

8   **Termination**

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

APPROVED:

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

Signed: _____

Date: _____7-10-17_____

2. **Minnesota Department of Veterans Affairs**

By: _____
(With delegated authority)

Title: _Dir. ED + Emploʸment_

Date: _____7-10-17_____

3. **Office of Higher Education**

By: _____
(with delegated authority)

Title: _CFO_

Date: _7/7/2017_

EXHIBIT A

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

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

1. MDVA is designated as the administrative agency of the Minnesota GI Bill in accordance with and Minn. Stat. §197.791. MDVA has delegated their authority to OHE to assist in administering the Minnesota GI Bill by executing the preceding Interagency Agreement with OHE as permitted and required in section Minn. Stat. §197.791, Sub. 3(b).

2. OHE is designated as the administrative agency for carrying out the purposes and terms of sections Minn. Stat. §136A.15 to Minn. Stat. §136A.1702. OHE has accepted the delegation of authority granted by MDVA to assist in administering the Minnesota GI Bill by executing the preceding Interagency Agreement with MDVA as permitted and required in section Minn. Stat. §197.791, Sub. 3(b).

3. The purpose of the MN GI Bill program is to provide postsecondary financial assistance for eligible Minnesota Veterans and to the children and spouses of deceased and severely disabled Minnesota Veterans. MDVA and OHE has state and/or federal legal authority to conduct these functions.

4. OHE is a state educational authority under 34 C.F.R. § 99.31(a)(3)(iv). OHE, in accordance with Minn. Stat. §136A.05 must cooperate with and supply information in order to carry out and perform its duties which have been delegated by MDVA under Minn. Stat. §197.791.

5. Data to be shared by OHE to MDVA under this agreement is limited to :
    a. Individual applicant demographic information to include: name, date of birth, social security number, and address/contact information;
    b. Amount of GI Bill payment made to each individual receiving such payment (not to include any other financial aid payment information); and
    c. Name of the institution receiving GI Bill payment made to each individual receiving such payment;
    d. A summary report containing the number of applications received and number of applicants awarded by type of eligible student;
    e. A summary report containing the aggregate GI Bill payment amount paid to each institution by institution name.

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

6. All data shared pursuant to this agreement will only be transmitted by a secured method that is agreed to by OHE and MDVA.

7. OHE and MDVA will retain the data shared pursuant to this addendum and preceding Interagency Agreement in a secure manner consistent with the provisions of this addendum.

8. OHE and MDVA agrees to comply with all applicable federal and state laws, statutes, and rules with respect to the protection of privacy, security and dissemination of the shared data. Nothing in this addendum or preceding Interagency Agreement may be construed to allow either party to maintain, use, disclose or share information in a manner not allowed by federal or state laws. OHE and MDVA understands that personally identifiable information maintained by either party to the addendum or preceding Interagency Agreement is subject to the privacy and confidentiality provisions of federal and state statutes, rules and regulations, including, but not limited to, the Family Education Rights and Privacy Act (20 U.S.C 1232g); related federal regulations (34 C.F.R. Part 99); the Minnesota Government Data Practices Act, Minnesota Statutes 13.01 *et seq*; and federal laws and regulations regarding students with disabilities (20 U.S.C. §1417 (c); 34 C.F.R. 300.32, 34 C.F.R. §§ 300.610-300.627)).

9. OHE and MDVA certifies that all persons having access to any data shared or created under this addendum or preceding Interagency Agreement will be informed of the sensitive nature of the information and will be trained in the proper data handling and safeguard procedures.

10. All employees, contractors and agents of OHE or MDVA will comply with all applicable federal and state laws with respect to the data shared under this addendum or preceding Interagency Agreement. Nothing in this paragraph authorizes sharing data provided under this addendum or preceding Interagency Agreement with any other entity that is not a party to this addendum or preceding Interagency Agreement.

11. OHE and MDVA will only disclose data in a manner and form for reporting purposes as described under the preceding Interagency Agreement. MDVA and OHE may not disclose this data in any form to other parties other than one identified in this addendum or the preceding Interagency Agreement.

12. Each party is responsible for the destruction of data shared pursuant to this addendum that is in their possession in accordance with that party's approved records retention schedule and all applicable federal and state laws, statutes, and rules.

13. OHE or MDVA may not assign its obligations or interest under this addendum or preceding Interagency Agreement to another agency.

14. OHE and MDVA represent that they are authorized to bind to the terms of this addendum, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way.

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement
   1.1 *Effective date*: July 1, 2017 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
   1.2 *Expiration date*: June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work
The Minnesota Office of Higher Education is directedby statute to transfer to the commissioner of labor and industry $200,000 per year for identification ofcompetence standards for dual training to effectuate the purposes of Minnesota Statute 175.45.

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

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

The total obligation ofthis interagency agreement is $400,000.00,

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

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

The Office of Higher Education's Authorized Representative isTimothy M. Geraghty, Chief Fiscal Officer, 1450 Energy Park Dr, St. Paul, MN 55108 (651-259-3650), or his/her successor.

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

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

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

1. Minnesota Department of Labor & Industry

By: _____

Title: _____CFO_____

Date: ___6/29/17___

2. Minnesota Office of Higher Education

By: _____

Title: _____CFO_____

Date: ___7/24/2017___

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

Agreement

1 **Term of Agreement**
   1.1 *Effective date*: November 15, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
   1.2 *Expiration date*: June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

3 **Consideration and Payment**

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

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

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

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

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

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

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

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _~~signature~~_

Date: 11-7-2017

2. Minnesota Department of Health.

By: _~~signature~~_
(With delegated authority)

Title: Accounting Supervisor Principal

Date: 11-7-17

3. Minnesota Office of Higher Education

By: _~~signature~~_
(with delegated authority)

Title: CFO

Date: 11/7/2017

136A.1795 LARGE ANIMAL VETERINARIAN LOAN FORGIVENESS PROGRAM.

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

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

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

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

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

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

(1) agree to practice in designated rural areas that are considered underserved; and

(2) work full time in a practice that is at least 50 percent involved with the care of food animals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1   Term of Agreement

   1.1 *Effective date:* *October 14, 2017*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

   1.2 *Expiration date:* October 15, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2   Scope of Work

State of Minnesota Cabinet Level Agencies are hosting a State Career Fair on October 14, 2017 from 10 – 3 p.m. DEED will act as the Executive Sponsor, Fiscal Agent, and dedicate staff resources to the planning of the State Career Fair. OHE will participate in the State Career Fair, this includes contributing monetarily to the cost of the State Career Fair and providing staff at their respective agency booth and where possible, other staff to assist on the day of the event.

For OHE's participation fee, the agency will receive the following:

- A table for OHE's agency at the career fair
- Save-the-date templates to send to your listservs
- The ability to hold onsite interviews (if applicable)
- Continental Breakfast and lunch for OHE's agency representatives on the day at the event
- The ability to meet people, promote OHE's agency, and build your own contact list for recruiting

3   Consideration and Payment

The cost of OHE's participation in the State Career Fair is $500.

The total obligation of OHE for all compensation and reimbursements to DEED under this agreement will not exceed $500.

4   Conditions of Payment

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

5   Authorized Representative

DEED's Authorized Representative is Blake Chaffee, Deputy Commissioner, 1st National Bank Building, 332 Minnesota Street, St. Paul, MN 55101, 651-259-7161, or his successor.

Office of Higher Education's Authorized Representative is Tim Geraghty, 1450 Energy Park Drive, St. Paul, MN. 55108, 651-259-3950

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. DEED will take the lead on purchasing a liability rider for the day of the event.

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.
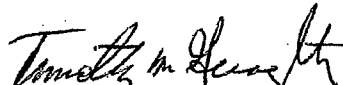
Signed: _____

Date: _____8/25/2017_____

2. Office of Higher Education

By: _____ 8/25/2017
    (With delegated authority)

Title: _CFO_

3. Department of Employment & Economic Development

By: _____
    (With delegated authority)

Title: Deputy Commissioner

Date: _9/5/17_

STATE OF MINNESOTA
Encumbrance Cover Sheet

State Accounting Information:
SWIFT Contract No. ___131569___

SWIFT Encumbrance Number: ___4787___

Agency: E60	Fiscal Year: 2018	Vendor Number: E2600000
Total Amount of Contract: $324,500	Amount of Contract First FY: $324,500	
Category Code: 84101501	Category Code:	Category Code:
Account Code: 441552	Account Code:	Account Code:
Amount: $324,500	Amount:	Amount:
Accounting Distribution 1:	**Accounting Distribution 2:**	**Accounting Distribution 3:**
Fund: 2000	Fund:	Fund:
Appr: E602040	Appr:	Appr:
Fin. Depart. ID: E6032040	Fin. Depart. ID:	Fin. Depart. ID:
Project:	Project:	Project:
Activity Code:	Activity Code:	Activity Code:
Amount: $324,500	Amount:	Amount:

Contract Start Date: _August 15, 2017_

Expiration Date: _June 30, 2018_

Contractor Name and Address: _Minnesota State Colleges & Universities, 30 East 7th Street,_

St. Paul, MN   55101

Social Security No. or Federal Employer I.D. No.: _____

Minnesota Tax I.D. No. (if applicable): _____

This Page Contains Private Data
Do Not Circulate

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Minnesota Office of Higher Education (OHE) and Minnesota State Colleges and Universities (Minnesota State).

Agreement

1 Term of Agreement

1.1 *Effective date*: August 15, 2017 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 *Expiration date*: June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

Project Overview

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

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

Funding from the Lumina Foundation

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

Scope of Work July 2017-June 2018

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

1. Advisory Committee

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

Deliverables: Advisory Committee Charter, Advisory Committee membership list, Advisory Committee activities report (due each invoice period)
Requirements: Advisory Committee will meet at a minimum twice between August 1, 2017 and December 31, 2017 and twice between January 1, 2018 and June 30, 2018.

2. Program Design

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

Deliverables: Program Design activities report

3. Outreach

In order to re-enroll targeted prospective students, Minnesota State will develop automated outreach strategies. Activities in this area include:
- o IT/research support for identifying prospective students for targeted outreach
- o Development of a communications plan for personalized outreach to prospective students announcing their eligibility to become a Returning Scholar (postcard, emails, phone contact), and
- o Design of a re-enrollment website tailored to Returning Scholars.

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

4. Program staffing

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

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

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

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

6. *Securing Emergency Assistance and Institutional Incentive Funding*
Minnesota State will assist institutional partners in designing emergency assistance strategies for the targeted population and identifying potential institutional incentives for targeted students as described in the proposal (Attachment 2).

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

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

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

3 Consideration and Payment

Minnesota State will invoice OHE for work completed as follows:

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

2. *Program Design*
Minnesota State will not be compensated by OHE for work related to program design.

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

4. *Program staffing*

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

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

5. *Evaluation Planning*
Minnesota State will not be compensated by OHE for work related to evaluation planning.

6. *Securing Emergency Assistance and Institutional Incentive Funding*
Minnesota State will not be compensated by OHE for work related to securing emergency assistance and institutional incentive funding.

7. *Securing State Matching Funds*
Minnesota State will not be compensated by OHE for work related to securing state matching funds.

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

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

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

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

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

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

5   Authorized Representative
Minnesota State's Authorized Representative is <u>Mary Rothchild, Senior System Director, Workforce Development, Minnesota State Colleges and Universities, 30 7th Street East, Suite 350, Saint Paul, MN 55101, 651.201.1672, mary.rothchild@minnstate.edu,</u> or his/her successor.

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

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

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

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

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1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: ___9-7-17___

2. MINNESOTA OFFICE OF HIGHER EDUCATION

By: _____
Timothy Geraghty
(With delegated authority)

Title: Chief Financial Officer

Date: ___9/7/2017___

3. MINNESOTA STATE COLLEGES & UNIVERSITIES

By: _____   Ron Anderson
(with delegated authority)

Title: Sr. Vice Chancellor

Date: ___9/5/17___

Attachment 1
Authorized Compensation and Reimbursements

Work	Period 1: August 1 to December 31, 2017	Period 2: January 1 to June 30, 2018
Advisory Committee	$5,000	$5,000
Program Design	$0	$0
Outreach	$25,000	$50,000
Program Staffing: System/Site Coordination	$0	$69,500
Program Staffing: Navigators	$0	$170,000
Evaluation Planning	$0	$0
Securing Emergency Assistance and Institutional Incentive Funding	$0	$0
Securing State Matching Funds	$0	$0
Reporting	$0	$0
Total Obligation	$30,000	$294,500

Attachment 2

Grant Proposal to the Lumina Foundation

LUMINA
PROPOSAL BUDGET

ORGANIZATION NAME: Minnesota Office of Higher Education

Date: May 15, 2017

SUGGESTED BUDGET CATEGORIES	REQUESTED LUMINA SUPPORT				TOTAL LUMINA SUPPORT REQUESTED	TOTAL NON-LUMINA SUPPORT		TOTAL PROJECT BUDGET
	Year 1	Year 2	Year 3	Year 4		In-Kind	Other Funds	
	Jan-Dec 2017	Jan-Dec 2018	Jan-Dec 2019	Jan-June 2020				
1 · Direct Project Costs								
Personnel Expenses – STATE COORDINATION/FINANCIAL AID MGMT								
Salaries* (Megan Fitzgibbon, Manager State Financial Aid, $79,300, 0.34 FTE for years 2-4 split between Lumina and Minnesota)	$0	$26,680	$14,720	$0	$41,400	$55,000	$0	$96,400
Benefits (50%)	$0	$13,340	$7,360	$0	$20,700	$27,500	$0	$48,200
Personnel Expenses – Minnesota State / SITE/SYSTEM COORDINATION								
Salaries* (2 staff to be determined, expected salary $81,000 each, 0.42 FTE for years 2-4 split between Lumina and Minnesota)	$0	$68,000	$38,000	$0	$106,000	$0	$129,000	$235,000
Benefits (49%)	$0	$33,500	$18,000	$0	$51,500	$0	$63,500	$115,000
Personnel Expenses – Minnesota State / NAVIGATORS								
Salaries* (4 staff to be determined, expected salary $57,000 each, 4.00 FTE for years 2-4 split between Lumina and Minnesota)	$0	$161,000	$94,000	$0	$255,000	$0	$315,000	$570,000
Benefits (49%)	$0	$79,000	$46,000	$0	$125,000	$0	$155,000	$280,000
SUBTOTAL: Personnel Expenses	$0	$381,520	$218,080	$0	$599,600	$82,500	$662,500	$1,344,600
Other Direct Expenses								
Materials and Supplies*	$0	$0	$0	$0	$0	$0	$0	$0
Equipment Rental/Purchase*	$0	$0	$0	$0	$0	$0	$0	$0
Travel *	$0	$0	$0	$0	$0	$0	$0	$0
Meetings/Conferences*	$5,000	$8,000	$5,000	$0	$18,000	$0	$12,000	$30,000
Consultants*	$0	$0	$0	$0	$0	$0	$0	$0
Evaluation*	$0	$10,000	$10,000	$0	$20,000	$0	$130,000	$150,000
Communication*	$25,000	$60,000	$20,000	$0	$105,000	$0	$45,000	$150,000
Subcontracts or subgrants								
Subgrant – scholarships	$0	$0	$0	$0	$0	$0	$1,600,000	$1,600,000
Subgrant – emergency assistance	$0	$0	$0	$0	$0	$0	$40,000	$40,000
Subgrant – institutional incentives	$0	$0	$0	$0	$0	$0	$500,000	$500,000
Third-Party Grant Management						$0	$0	$0
SUBTOTAL: Other Direct Expenses	$30,000	$78,000	$35,000	$0	$143,000	$0	$2,327,000	$2,470,000
2 Indirect Costs (if requested)								
*Indirect Expenses ** OHE*	$0	$3,480	$1,920	$0	$5,400	$0	$0	$5,400
*Indirect Expenses ** Minnesota State*	$0	$0	$0	$0	$0	$0	$0	$0
SUBTOTAL: Indirect Expenses	$0	$3,480	$1,920	$0	$5,400	$0	$0	$5,400
3 GRAND TOTAL	$30,000	$463,000	$255,000	$0	$748,000	$82,500	$2,989,500	$3,820,000

*Please attach an itemized list of all anticipated direct project expenses.   ** Refer to Section IV in the grant proposal form.

Overall Adult Promise Budget-Minnesota

3/31/2017

Component	Ramp Up Year			Pilot Year 1		Pilot Year 2		Total
Calendar Year	January-June 2017	July-December 2017	January-June 2018	July-December 2018	January-June 2019	July-December 2019	January-June 2020	
State Fiscal Year	*2017*	*2018*		*2019*		*2020*		
Number of Students	0 recipients			500 recipients		300 recipients; 200 graduate		500 recipients
Outreach (initial identification for students stopping out and personalized emails, regional advertising, website creation)	$0	$25,000	$50,000	$25,000	$25,000	$25,000	$0	$150,000
Navigators 4 FTE staff (4 staff at 1:125 recipients/# students whom they work with/touch is much higher e.g. 1:500; $85,000 per FTE; half time in ramp up year)	$0	$0	$170,000	$170,000	$170,000	$170,000	$170,000	$850,000
System and Site Coordination (1 FTE System Coordinator; 0.5 FTE Site Coordinator per site for the 2 sites; $100,000 per FTE)	$0	$0	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000
Targeted Financial Assistance								$0
• Emergency Assistance (10% of Returning Scholars * $500 per year)	$0	$0	$0	$12,500	$12,500	$7,500	$7,500	$40,000
• Returning Scholarships ($2,000 per Returning Scholar)	$0	$0	$0	$500,000	$500,000	$300,000	$300,000	$1,600,000
• Incentives/supplemental funds provided by the institution to participants to cover barrier expenses (prior unpaid tuition, etc) estimated at $1,000 per Returning Scholar	$0	$0	$0	$250,000	$250,000	$0	$0	$500,000
Advisory Committee	$0	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$30,000
Evaluation	$0	$0	$10,000	$0	$15,000	$125,000	$0	$150,000
Total	$0	$30,000	$335,000	$1,062,500	$1,077,500	$732,500	$582,500	$3,820,000
Match by Lumina for non-financial aid expenses	$0	$30,000	$335,000	$128,000	$128,000	$127,000	$0	$748,000
Match from Private Donors/Foundations for institutional incentives and emergency assistance	$0	$0	$0	$262,500	$262,500	$7,500	$7,500	$540,000
State funding for Scholarships and remaining costs for non-financial aid expenses	$0	$0	$0	$672,000	$687,000	$598,000	$575,000	$2,532,000

Overall Adult Promise Budget-Minnesota

3/31/2017

Component		Ramp Up Year				Pilot Year 1				Pilot Year 2				Total
	Calendar Year	January-June 2017	July-December 2017		January-June 2018		July-December 2018		January-June 2019		July-December 2019		January-June 2020	
	State Fiscal Year	2017	2018				2019				2020			
Number of Students		0 recipients				500 recipients				300 recipients; 200 graduate				500 recipients
Outreach (initial identification for students stopping out and personalized emails, regional advertising, website creation)		$0	$25,000	100%	$50,000	100%	$25,000	40%	$25,000	40%	$25,000	40%	$0	$150,000
Navigators 4 FTE staff (4 staff at 1:125 recipients/# students whom they work with/touch is much higher e.g. 1:500; $85,000 per FTE; half time in ramp up year)		$0	$0	0%	$170,000	100%	$170,000	41%	$170,000	41%	$170,000	41%	$170,000	$850,000
System and Site Coordination (1 FTE System Coordinator; 0.5 FTE Site Coordinator per site for the 2 sites; $100,000 per FTE)		$0	$0	0%	$100,000	100%	$100,000	45%	$100,000	40%	$100,000	40%	$100,000	$500,000
	OHE													
	MinnState													
Targeted Financial Assistance														
• Emergency Assistance (10% of Returning Scholars * $500 per year)		$0	$0	0%	$0	0%	$12,500	0%	$12,500	0%	$7,500	$0	$7,500	$40,000
• Returning Scholarships ($2,000 per Returning Scholar)		$0	$0	0%	$0	0%	$500,000	0%	$500,000	0%	$300,000	$0	$300,000	$1,600,000
• Incentives/supplemental funds provided by the institution to participants to cover barrier expenses (prior unpaid tuition, etc) estimated at $1,000 per Returning Scholar		$0	$0	0%	$0	0%	$250,000	0%	$250,000	0%	$0	$0	$0	$500,000
Advisory Committee		$0	$5,000	100%	$5,000	100%	$5,000	60%	$5,000	50%	$5,000	50%	$5,000	$30,000
Evaluation (OHE)		$0	$0	0%	$10,000	100%	$0	0%	$15,000	7%	$125,000	27%	$0	$150,000
Total		$0	$30,000		$335,000		$1,062,500		$1,077,500		$732,500		$582,500	$3,820,000
Match by Lumina for non-financial aid expenses		$0	$30,000	100%	$335,000	100%	$128,000	12%	$128,000	12%	$127,000	17%	$0	$748,000
Match from Private Donors/Foundations for institutional incentives and emergency assistance		$0	$0	0%	$0	0%	$262,500	25%	$262,500	24%	$7,500	1%	$7,500	$540,000
State funding for Scholarships and remaining costs for non-financial aid expenses		$0	$0	0%	$0	0%	$672,000	63%	$687,000	64%	$598,000	82%	$575,000	$2,532,000

gray = Lumina portion of costs

	July-December 2017	January-June 2018	July-December 2018	January-June 2019	July-December 2019
Outreach	$25,000	$50,000	$10,000	$10,000	$10,000
Navigators	$0	$170,000	$70,000	$70,000	$70,000
System and Site Coordination	$0	$100,000	$45,000	$40,000	$40,000
OHE	$0	$30,500	$13,000	$12,000	$12,000
MinnState	$0	$59,500	$32,000	$28,000	$28,000
Emergency Assistance	$0	$0	$0	$0	$0
Returning Scholarships	$0	$0	$0	$0	$0
Incentives	$0	$0	$0	$0	$0
Advisory Committee	$5,000	$5,000	$3,000	$2,500	$2,500
Evaluation	$0	$10,000	$0	$1,071	$8,929
Total	$30,000	$335,000	$128,000	$123,571	$131,429
Match by Lumina	$30,000	$463,000		$255,000	

41%

	Total	Total	Total	Total	Total
MinnState	$30,000	$294,500	$115,000	$110,500	$110,500
OHE	$0	$40,500	$13,000	$13,071	$20,929
Both	$30,000	$335,000	$128,000	$123,571	$131,429

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1   Term of Agreement

   1.1 *Effective date*: Upon execution, the last date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.

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

2   Scope of Work

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

   2.1 OHE will provide MDE with existing Communications staff across the College and Career and Early Learning Priority Areas for the federal Statewide Longitudinal Data System (SLDS) grant.

      a.   For year 1, a 0.25 full time employee (FTE) for Early Learning will be provided.

      b.   For years 2-4, a 0.5 FTE for both Early Learning and College and Career will be provided.

   2.2 OHE communications staff will produce 9 videos and 4 training modules that all must be in an Accessible format.

      a.   All videos and training modules must meet the accessibility requirements outlined in clauses 9-12. OHE will work with MDE staff to review and finalize the videos and training modules.

      b.   OHE shall submit drafts of all videos and training modules to MDE's Accessibility liaison to ensure accessibility standards are met. OHE will edit videos and training modules, if needed, based on liaison's report of findings. All drafts must be in HTML5 format. Flash will not be accepted.

   2.3 OHE will also be responsible for Project One of the College and Career priority area, which will create a data use training and technical assistance network. The project outcome will be a network of regional experts who provide training and support to Statewide Longitudinal Education Data System (SLEDS) users.

   2.4 OHE will hire six 0.5 FTE regional education analyst positions or contract for the positions in years 2-4, one position in each of the six economic planning regions (NW, NE, Central, 7-County Metro, SW, and SE) throughout Minnesota that will perform the duties listed in Attachment A .

   2.5 OHE will modify the SIMON database for storing dual credit data.

      a.   One OHE program staff will manage dual enrollment data collection in all four years of the grant.

      b.   OHE IT staff will modify the SIMON database in years two and three.

2.6 OHE will provide MDE with an annualized progress report that includes all fiscal activity for each budget period of the grant (approximately October 1 to September 30 of each year), to assist with the annual progress reporting that is required under the federal SLDS grant.

2.7 OHE will document progress as required under the grant using tools agreeable to OHE and MDE's Authorized Representatives and will be stored on the SLEDS SharePoint site using the following timelines:

    a.   Quarter 1 will cover October 1-December 31 of each calendar year. Quarter 1 progress report will be due to MDE's Authorized Representative no later than January 31 of each calendar year. NOTE: The reporting for the first year of this agreement will begin with Quarter 2.

    b.   Quarter 2 will cover January 1-March 31 of each calendar year. Quarter 2 progress report will be due to MDE's Authorized Representative no later than April 30 of each calendar year.

    c.   Quarter 3 will cover April 1-June 30 of each calendar year. Quarter 3 progress report will be due to MDE's Authorized Representative no later than July 31 of each calendar year.

    d.   Quarter 4 will cover July 1-September 30 of each calendar year. Quarter 4 progress report will be due to MDE's Authorized Representative no later than October 31 of each calendar year.

3 Consideration and Payment

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

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

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

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

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

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

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

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

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

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

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

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

4 Conditions of Payment

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

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

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

Submit invoices via email to Accounts Payable:
 MN Department of Education
 Accounts Payable Department
 MDE.AccountsPayable@state.mn.us

Should an invoice need to be submitted via U.S. Mail, please use the following address:
 MN Department of Education
 Attn: Accounts Payable Department
 1500 Highway 36 West
 Roseville, MN 55113-4266

5 Authorized Representative

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

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

6 Amendments

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

7 Liability

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

8 Termination

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

9. Accessibility Standards

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

10. Plain Language.

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

11. 3251.05 Video Captioning

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

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

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

(1)   is primarily produced for sale to educational institutions, training facilities, state or local government agencies, or medical facilities; and

(2)   is released or rereleased on or after June 1, 1997, and more than 500 copies are produced in the

release or rerelease; or

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

History: *1995 c 143 s 1*

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

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

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

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

Signed: _Jennifer G. Bury_

Date: _Dec. 21, 2015_

SWIFT Contract # 104424 tied to PO# 3000012269

2. **MN Office of Higher Education (OHE)**

By: _____
(With delegated authority)

Title: _CFO_

Date: _1/5/2016_

3. **MN Department of Education (MDE)**

By: _____
(with delegated authority)

Title: _Agency Finance Dir._

Date: _1/6/15_

Attachment A

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

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

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

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

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

List of products created and their estimated timelines for delivery

Access and Use Video	1/1/2016	8/1/2016
Goals and Objectives Video	2/1/2016	1/1/2017
Program/Topical Video	2/1/2016	1/1/2017
Program/Topical Video	1/1/2018	9/1/2018
Program/Topical Video	1/1/2018	9/1/2018
Program/Topical Video	1/1/2018	9/1/2018

Attachment B

Budget Breakdown by year.

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

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

AMENDMENT #1 COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2©, 16C.08, subd. 2 and 3)

Instructions:
1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when it is presented to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

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

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

Complete Appropriate Box(es) for the amendment submitted.

1. ☐ **Amendment to the end date of the contract**
Proposed New End Date:
Why is it necessary to amend the end date?

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

3. ☐ **Amendment to change other terms and conditions of the contract**
Describe the changes that are being made:

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

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

Recitals

1. MDE has an interagency agreement with OHE identified as SWIFT Contract Number 104424 ("Original Interagency Agreement") to provide OHE Communication staff to assist with the Statewide Longitudinal Data System project (SLDS).

2. Amendment #1 is being done to add an additional $10,300.00 for outreach materials and supplies.

3. MDE and OHE are willing to amend the Original Interagency Agreement as stated below.

Interagency Agreement Amendment #1

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

REVISION 1. Clause 2. **"Scope of Work"** is amended as follows:
The Office of Higher Education (OHE) will provide the following services listed below to the MN Department of Education (MDE). The itemized list of tasks and corresponding timelines for this project are attached and incorporated into this interagency agreement as Attachment A-1.
   2.8 OHE Communications staff will produce a package of materials for conducting outreach to users of the Early Childhood Longitudinal Data Systems (ECLDS). This package will contain distributable materials including rack cards, infographics, and business cards.

REVISION 2. Clause 3. "Consideration and Payment" is amended as follows:
   3.1 Consideration. See attachment B-1 for budget costs by year that is attached and incorporated into this agreement. MDE will pay for all services performed by OHE under this agreement as follows:
      3.1.1 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an amount not to exceed **$36,380.00** for work done from execution of this agreement through September 30, 2016. Final state FY16 invoice is due no later than July 31, 2016 for work done up to and including June 30, 2016.

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

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

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

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

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

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

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

3.1.~~8~~7 In order for indirect costs to be an allowable expense, OHE must provide MDE with a copy of their current federal cognizant agency approved restricted rate that must be submitted no later than July 1of each calendar year.

3.1.~~9~~8 OHE may submit invoices monthly but no later than quarterly with the progress reports using the same timelines listed in section 2.7. Unspent funds from prior fiscal year(s) will **not** be carried forward to the new fiscal year(s).

3.1.~~10~~9 The total obligation of MDE for all compensation and reimbursements to OHE under this agreement will not exceed ~~$1,393,982.00~~ **$1,403,782.00.**

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _Jennifer A. Bury_

Date: _Jan. 4, 2017_

SWIFT Contract No. 104424 tied to PO #3000012269

2. MN Office of Higher Education (OHE)

By: _Timothy M Haraghty_
(with delegated authority)

Title: _CFO_

Date: _1/4/2017_

3. STATE AGENCY

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

By: _____
(with delegated authority)

Title: _Deputy Financial Director_

Date: _1/5/17_

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

Attachment A-1

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

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

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

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

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

List of products created and their estimated timelines for delivery

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

Attachment B-1

Budget Breakdown by year.

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

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

104424
Revenue Contract

AMENDMENT #2 COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2©, 16C.08, subd. 2 and 3)

Instructions:
1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when it is presented to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

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

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

Complete Appropriate Box(es) for the amendment submitted.

1. ☐ **Amendment to the end date of the contract**
Proposed New End Date:
Why is it necessary to amend the end date?

2. Amend Duties and Cost   **X** Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below:
2b. Describe the amendment: Amendment #2 is being done to change timelines on duties and remove language to now allow for unspent funds to be carried to next contract year.

3. ☐ **Amendment to change other terms and conditions of the contract**
Describe the changes that are being made:

Rev. 7/11

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

This interagency agreement amendment #2 is by and between the State of Minnesota, through its Commissioner of Department of Education (MDE) and Commissioner of Office of Higher Education (OHE).

Recitals

1. MDE has an interagency agreement with OHE identified as SWIFT Contract Number 104424 ("Original Interagency Agreement") to provide OHE Communication staff to assist with the Statewide Longitudinal Data System project (SLDS).

2. Amendment #2 is being done to change timelines on duties and remove language to now allow for unspent funds to be carried to the next contract year.

3. MDE and OHE are willing to amend the Original Interagency Agreement as stated below.

Interagency Agreement Amendment #2
In this Amendment #2, changes to pre-existing Contract language will use strike-through for deletions and underlining for insertions.

REVISION 1. Clause 2. **"Scope of Work"** is amended as follows:
2 Scope of Work
The Office of Higher Education (OHE) will provide the following services listed below to the MN Department of Education (MDE). The itemized list of tasks and corresponding timelines for this project are attached and incorporated into this interagency agreement as Attachment A-1 A-2.

2.9 Authority to Adjust. The State's Authorized Representative and/or State's Project Manager may update and adjust project schedules and Measured Deliverables within the terms of the contract when deemed necessary, and upon reasonable notice to the Contractor and upon mutual written agreement of the parties.

2.10 Change Orders. If the State's Project Manager or the Contractor's Authorized Representative identifies a minor change needed, either party may initiate a Change Order using the Change Order Form provided by MDE. An example is provided as Attachment C—Change Order Form. Minor changes are defined as reallocating less than ten percent (10%) or $50,000, whichever is less, of the overall contract, cumulatively, between tasks or objectives. Change Orders may not delay or jeopardize the success of the project, alter the overall scope of the project, increase or decrease the overall amount of the Interagency Agreement, or cause an extension of the term of this Interagency Agreement. Major changes or reallocations (over 10% or $50,000) require an Amendment rather than a Change Order. The MDE Project Manager and the Contractor's Authorized Representative shall sign the Change Order Form in advance of doing the work, which will then become an integral and enforceable part of the Interagency Agreement.

REVISION 2. Clause 3. "Consideration and Payment" is amended as follows:
  3.1 Consideration. See attachment B-1 B-2 for estimated budget costs by year that is attached and incorporated into this agreement. MDE will pay for all services performed by OHE under this agreement as follows:
    3.1.1 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an amount not to exceed **$36,380.00** for work done from execution of this agreement through September 30, 2016. Final state FY16 invoice is due no later than July 31, 2016 for work done up to and including June 30, 2016.

    3.1.2 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an estimated amount not to exceed **$466,100.00** **$203,952.00** for work done from October 1, 2016 through September 30, 2017. Final state FY17 invoice is due no later than July 31, 2017 for work done up to and including June 30, 2017.

3.1.3 Upon completion and acceptance by MDE's Authorized Representative OHE shall be paid an ~~estimated amount not to exceed $464,051.00~~ $726,199.00 for work done from October 1, 2017 through September 30, 2018. Final state FY18 invoice is due no later than July 31, 2018 for work done up to and including June 30, 2018.

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

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

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

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

3.1.8 OHE may submit invoices monthly but no later than quarterly with the progress reports using the same timelines listed in section 2.7. ~~Unspent funds from prior fiscal year(s) will not be carried forward to the new fiscal year(s).~~ At the discretion and prior approval of MDE's Authorized Representative, unspent funds from prior fiscal years may be allowed to move forward with written permission.

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

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _Jennifer A. Bury_

Date: _Sept 20, 2017_

SWIFT Contract No. 104424 tied to PO #3000016056

2. MN Office of Higher Education (OHE)

By: _Timothy M _____
(with delegated authority)

Title: _CFO_

Date: _9/21/2017_

3. MN Dept. of Education (MDE)

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

By: _Andre Ebull_
(with delegated authority)

Title: _Agency Finance Director_

Date: _9/22/17_

Distribution:
MDE
OHE
State's Authorized Representative - Photo

Rev. 7/11

Attachment ~~A-1~~ A-2

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

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

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

	M. Fergus (OHE)		
2.7	Complete validation and transfer data to SLEDS loading. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE)	7/1/2017	9/30/2017
2.8	Load the expanded data collection. OHE & MDE Responsible Parties: M. Fergus (OHE) and MDE MN.IT	11/1/2017	12/1/2017
2.9	Engage stakeholders to identify requirements for enhancements to existing reports and new reports regarding dual credit. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE)	10/1/2016	9/30/2019
2.10	Design, develop and test reports for statewide reporting. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE)	9/30/2017	3/1/2018
2.11	Release statewide reports and communicate with stakeholders regarding content of reports. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE)	6/1/2018	9/30/2019
2.12	Design, develop and test reports for MN high schools and colleges. OHE & MDE Responsible Parties: Kari-Ann Edger (MDE), M. Fergus (OHE)	9/30/2017	3/1/2018
2.13	Release high school and college-level reports and communicate with stakeholders regarding content of reports. OHE & MDE Responsible parties: M. Fergus (OHE), A. Johnson (MDE)	6/1/2018	9/30/2019
3	**Early Learning Priority Area**	**Start Date**	**End Date**
3.1	**Create video tutorials**		
3.1.1	Design and develop Early Childhood Longitudinal Data System (ECLDS) video plans and create scripts for the website. All end products must be submitted to MDE's Accessibility Liaison to ensure all end products meet Accessibility standards. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), ~~J. Fox~~ F. Gallia (OHE), Kim Wee (MDE MN.IT), & Courtney Petrosky (MDE MN.IT)	1/1/2016	~~8/1/2016~~ 9/22/2017
3.1.2	Identify community and partner volunteers for reviewing video scripts and content testing, test video and update video plans based on feedback, and implement video on the website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), ~~J. Fox~~ F. Gallia (OHE)	4/1/2016	1/1/2017
3.1.3	Design and develop plans and scripts for a video describing the goals and objectives of ECLDS. Videos are created and on the website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), ~~J. Fox~~ F. Gallia (OHE)	2/1/2016	~~2/1/2017~~ 9/22/2017

3.1.4	Identify community and partner volunteers for reviewing video scripts and content, testing, test video and update video plans based on feedback, and implement video on the website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), ~~J. Fox~~ F. Gallia (OHE)	4/1/2016	~~1/1/2017~~ 2/1/2017
3.1.5	Identify 6 contributing programs to ECLDS and establish schedule for development, testing, and implementation of videos on the website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), ~~J. Fox~~ F. Gallia (OHE)	4/1/2016	~~1/1/2017~~ 12/31/2017
3.1.6	Design and develop the first set of 3 videos describing contributing programs to ECLDS. Videos are created and on the website. All videos must pass Accessibility requirements before videos can be posted to website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), ~~J. Fox~~ F. Gallia (OHE)	7/1/2016	~~3/31/2017~~ 11/24/2017
3.1.7	Identify community and partner volunteers for reviewing video scripts and content, testing, test videos and update video plans based on feedback, and implement videos on the website. All videos must pass Accessibility requirements before videos can be posted to website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), ~~J. Fox~~ F. Gallia (OHE)	4/1/2016	~~6/30/2016~~ 9/1/2018
3.1.8	Design and develop the second set of 3 videos describing contributing programs to ECLDS. All videos must pass Accessibility requirements. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), ~~J. Fox~~ F. Gallia (OHE)	6 1/1/2017	3/31/2018
3.1.9	Identify community and partner volunteers for reviewing video scripts and content, testing, test videos and update video plans based on feedback, and implement videos on the website. All videos must pass Accessibility requirements before videos can be posted to website. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), ~~J. Fox~~ F. Gallia (OHE)	~~4/1/2017~~ 1/1/2018	~~5/31/2017~~ 9/1/2018
3.1.10	Obtain feedback on video uses through focus groups, online surveys, or feedback from conference presentations will be obtained and reported to stakeholder groups. OHE & MDE Responsible parties: A. Larson (MDE), A. Whiteman (MDE), ~~J. Fox~~ F. Gallia (OHE)	8/1/2016	9/30/2019
3.1.11	Design and print distributable materials to support user outreach for the ECLDS. These will include rack cards, two infographics, and business cards for distribution.	January 2017	6/30/2017

List of products created and their estimated timelines for delivery

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

Attachment ~~B-1~~ B-2
Estimated Budget Breakdown by year

OHE across projects 1 and 3 (EC proj 2)	Year 1	Year 2	Year 3	Year 4
Regional Education Analysts		~~$366,120.00~~ $147,096.00	~~$371,871.00~~ $590,895.00	$374,571.00
OHE IT		~~$27,000.00~~ $0.00	~~$27,000.00~~ $54,000.00	
IT professional contracts	$2,500.00		$2,500.00	
OHE Communications	$27,000.00	~~$55,800.00~~ $40,541.00	~~$55,800.00~~ $71,059.00	$55,800.00
Outreach materials package		$10,300.00		
OHE program staff	$6,880.00	~~$6,880.00~~ $6,015.00	~~$6,880.00~~ $7,745.00	$6,880.00
TOTAL	$36,380.00	~~$455,800.00~~ $203,952.00	~~$464,051.00~~ $726,199.00	$437,251.00

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

<u>Attachment C</u>
A Change Order is used to reflect clarifications of, and make minor changes to, the Interagency Agreement. You CANNOT change terms that would directly impact the tasks, budget or Interagency Agreement expiration date. Please Contact MDE Contract Unit Staff for any questions or clarifications on the use of this form.

STATE OF MINNESOTA – DEPARTMENT OF EDUCATION (MDE)
CHANGE ORDER # ___ AGAINST CONTRACT # ___

Contractor Name: _____

Address: _____

Project Description: _____

In accordance with the terms of this Interagency Agreement you are hereby authorized and instructed to perform the following work as altered or clarified by the following provisions:

_____

The purpose of this Change Order is to clarify:

ITEMS COMMONLY CHANGED WITHIN A CHANGE ORDER:
-       Deliverable Date change, not to exceed the Contract expiration date.
-       Quality Assurance Quality Control Plan changes
-       Change in Key Personnel

Issued by _____, Date _____
                  MN Department of Education Contract Specialist

Accepted by _____, Date _____
                  MN Office of Higher Education

Approved by _____, Date _____
                  MN Department of Education

Cc:
All Signers
Consultant Services
Audit
Project File

Rev. 7/11

MANAGEMENT AND BUDGET

MANAGEMENT ANALYSIS AND DEVELOPMENT

MAD Project Number: 2018-118
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: <u>Office of Higher Education – Institutional Registration and Licensing</u> MAD Contact: <u>Erica Klein</u>

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

Agency: ELO	Fiscal Year: 2018	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: $15,680.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	**Accounting Distribution 2:**	**Accounting Distribution 3:**
Fund: 2000	Fund: 2000	Fund:
Appr: E602500	Appr: E602500	Appr:
Fin Dept ID: E6032501	Fin Dept ID: E6032501	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: $7,840.00	Amount: $7,840.00	Amount:

Processing Information: (Some entries may not apply.)　　Begin Date: 4-2-18　　End Date: 6-30-18

Contract: <u>139804 3-29-18 Carol</u>　　　Order: <u>4981 3-29-18</u>
　　　Number/Date/Entry Initials　　　　　　　Number/Date/Signatures

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

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

Minnesota Management and Budget, 203 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155
Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • http://mn.gov/mmb/mad

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: <u>Erica Klein</u>   Requesting Agency: <u>Betsy Talbot</u>

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 112 hours at a rate of $140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed $15,680.00.

    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.

    If the Management Analysis and Development hourly rate increases effective July 1, 2018, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2018 forward.

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 April 2, 2018, 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, 2018, 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 Tim Geraghty, Chief Financial Officer. 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: _Timothy M Geraghty_	By: _Renda E Rappa_
Title: CFO	Title: Business Manager
Date: 3/29/2018	Date: March 27, 2018

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS
AND DEVELOPMENT

Proposal

Office of Higher Education — Private Institution Registration and Licensing
Organization Assessment
March 26, 2018

Proposal prepared by:
Erica Klein
651-201-8057
Erica.Klein@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800
Email: Management.Analysis@state.mn.us
Fax: 651-797-1311
Website: mn.gov/mmb/mad

Address:
658 Cedar Street
Centennial Office Building
Room 300
Saint Paul, Minnesota 55155

Management Analysis and Development

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

Alternative Formats

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

Background

The Office of Higher Education (OHE) provides consumer protection for students and prospective students. The Private Institution Registration and Licensing (PIRL) team is a regulatory group within OHE. In recent years PIRL has undergone considerable changes in personnel, structure, and leadership, and has experienced an increasing workload. Many PIRL work processes are not formally documented and a great deal of the subject matter expertise required to perform the work is held by the team manager. OHE leadership and the team's manager have asked MAD for an assessment of the PIRL team to result in recommendations that address team roles and responsibilities.

Products

MAD will create a report that assesses the roles and responsibilities of the PIRL team and makes actionable recommendations.

Activities, Timeline, and Project Costs

The overall timeline for the project would be April 2, 2018 (or when the interagency agreement is signed) through June 22, 2018. If the interagency agreement is not signed by March 30, 2018, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Planning and client check-ins including project kick-off with entire team and regular meetings with PIRL manager as project discovery progresses.	10
Focused background research and data gathering: • Statutes related to the work of the team; • Other state comparison team research including review of data already gathered by PIRL manager and additional data collection as needed; • HR elements including position descriptions, job classifications, and training/development history and needs.	25
Individual interviews: • Up to two two-hour individual interviews with each of the four members of the PIRL team to discuss roles, responsibilities, and recommendations; • One one-hour individual interview with up to three OHE peer managers; • One one-hour interview with OHE leadership.	40
Analyze findings and develop recommendation report.	20
Subtotal	95
Project management, including client communication (18%)	17
Total hours	112

Activities	Hours
Total costs: (112 hours times $140)	$15,680

Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

Clients and Consultants

The primary client contact would be Betsy Talbot. The MAD project lead would be Erica Klein; other MAD consultants would also provide services to the client.

Client Responsibilities

OHE will provide and schedule meeting space for meetings and interviews. OHE will also support the project by actively participating and encouraging team participation in project activities.

Data Practices

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

Billing and Cost Calculations

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

m1 DEPARTMENT
OF EDUCATION

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

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

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

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

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

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

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

4 Conditions of Payment

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

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

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

  i. MDE's Authorized Representative's name
  ii. The Purchase Order (PO) and Agreement number
  iii. Dates of service with description of work completed
  iv. The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Agreement number.
  v. The preferred method of obtaining an invoice from a vendor is by email.
     Submit invoices via email to Accounts Payable:
     MN Department of Education
     Accounts Payable Department
     MDE.AccountsPayable@state.mn.us
  vi. **Should an invoice need to be submitted via U.S. Mail, please use the following address:**
     MN Department of Education
     Attn: Accounts Payable Department
     1500 Highway 36 West
     Roseville, MN 55113-4266

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

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

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

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

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

9 **Accessibility Standards** OHE and the selected vendor(s) agrees to comply with the State of
Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the
Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-
D which can be viewed at: http://mn.gov/mnit/programs/policies/accessibility/
   A.   Contact the MDE Accessibility Liaison, Kim Wee at Kim.Wee@state.mn.us for
        specific guidance on creating content that meets our accessibility requirements.

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

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

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

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

Signed: _Jennifer A. Fleckner_

Date: _May 7, 2018_

SWIFT contract number: _141517 tied to_

PO # _3000017951_

2. Office of Higher Education (OHE)

By: _(signature)_
    (With delegated authority)

Title: _CFO_

Date: _5/10/2018_

3. Department of Education (MDE)

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

Title: _Agency Finance Director_

Date: _5/14/18_

Comprehensive IT Service Level Agreement

in Direct Support of the Office of Higher Education
Business Operations

Effective Date: January 14, 2014

Table of Contents

Comprehensive IT Service Level Agreement

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

Introduction

Service Level Agreement

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

Documenting a Cooperative Relationship

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

The goal of this document is to:

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

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

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

MN.IT SERVICES: Information Technology for Minnesota Government   1

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

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

Substantiating Documentation

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

- This comprehensive Agreement focuses on the "nuts and bolts" of agency expectations and service accountability.

- The State of Minnesota Information and Telecommunications Systems and Services Master Plan that articulates the higher-level business goals and ambitions for technology at the State.

- The Agency Centralized IT Reference Model that sets the foundational direction for agency-based service delivery and customer relationships and facilitates MN.IT Services' ability to deliver consistent IT services and maintain accountability and responsiveness to all agencies, regardless of the diversity of business, resources and physical location.

- The Minnesota IT Governance Framework, that outlines the governance processes by which IT direction and priorities are set and how agencies participate and provide input.
- The MN.IT Services Tactical Plan, which details the goals and milestones of a multi-project effort to optimize IT services and maximize efficiencies in order to better service its customers.

Section 1: Service Agreement

Office of Higher Education Service Agreement

Introduction

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

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

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

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

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

Objectives of Service Level Agreements

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

Agreeing Parties

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

Office of Higher Education   (Agency)

Agreement Schedule

Start Date: July 1, 2012

Review Process

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

Contact Details

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

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

Responsibilities

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

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

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

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

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

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

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

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

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

MN.IT Services Roles and Responsibilities

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

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

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

- Delegating appropriate authority to the Agency-based CIO and providing direction and guidance to the Agency-based CIO in Agency IT business operations including, but not limited to, IT-related planning, budgets, purchasing, service strategy, policy development and implementation, and personnel management of Agency-based MN.IT employees.

- Determining responsibility, role, and compensation for the Agency-based CIO; creating a position description, completing performance appraisals of the Agency-based CIO and implementing performance-related measures including performance management, in consultation with the Agency.

- Providing guidance on the roles and responsibilities of MN.IT, the Agency-based CIO and the Agency related to the management and responses to data requests made under Minnesota Statutes chapter 13 for Agency data or information that resides on MN.IT-managed technology equipment. Agency data or information that resides on MN.IT-managed technology equipment is subject to Minnesota Statutes chapter 13 and MN.IT will comply accordingly.

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

- Working with Agency-based CIO and Agency regarding implementation of a MN.IT employee training program to satisfy applicable federal and state requirements for Agency data access and handling, if any. Additional details regarding the requirements and coordination of data training are included in the Enterprise Information Security Training and Awareness Standard (available on the MN.IT website).

- Implementing and maintaining appropriate IT internal controls for all IT-related business in accordance with MN.IT, Agency, and MMB policies, standards, and guidance. MN.IT is not responsible for maintaining internal controls for Agency non-IT related business.

- MN.IT, through the Agency-based CIO, intends to and will work in good faith with Agency to comply with all applicable state and federal laws, rules and regulations. MN.IT intends to and will work with Agency to comply with the additional Agency-specific legal and/or regulatory requirements located in Appendix A. If the Agency is not in compliance at the time of transition (July-August 2012) then additional resources may be required to bring Agency into compliance.

The Agency-based Chief Information Officer Roles and Responsibilities

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

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

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

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

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

The Agency Roles and Responsibilities

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

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

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

- Agency-based HR offices retain responsibility for any legal matters involving an Agency-based MN.IT employee initiated prior to this SLA, and will work closely with MN.IT HR.

- Continuing to perform a portion of the other administrative services, including responding to data requests under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and legislative functions, as needed and agreed upon by the parties to this SLA.

- As the "responsible authority" for Agency data or information, the Agency must respond to requests made pursuant to Minnesota Statutes chapter 13 for Agency data or information that resides on MN.IT-managed technology equipment. The responsibilities of MN.IT, the Agency-based CIO, and the Agency related to these requests are further delineated in MN.IT's data practices requests guidance document (issued Jan 3, 2012, revised April 3, 2012).

- Notifying Agency-based CIO of any suspected or known IT security breach of Agency's not public data. Agency will work with MN.IT to comply with notice and regulatory requirements under Minnesota Statutes chapter 13 and other applicable state and federal laws, rules and regulations. Agency is responsible for providing any required notifications under Minnesota Statutes section 13.055 and other applicable state and federal laws, rules and regulations. Additional details regarding the requirements and coordination of IT security data breaches are included in the Enterprise Information Security Incident Management Standard (available on the MN.IT website).

- Working with Agency-based CIO and MN.IT regarding implementation of a MN.IT employee training program to satisfy applicable federal and state requirements for Agency data access and handling, if any. Additional details regarding the requirements and coordination of data training are included in the Enterprise Information Security Training and Awareness Standard (available on the MN.IT website).

- Working in good faith with MN.IT and the Agency-based CIO to comply with all applicable state and federal laws, rules and regulations. Additional Agency-specific legal or regulatory requirements may be located in Appendix A. If the Agency is not in compliance at the time of transition (July-August 2012) then additional resources may be required to bring the Agency into compliance.

Acceptance, Amendments, and Termination

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

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

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

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

Dispute Resolution

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

Liability

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

Additional Provisions

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

Law to Govern

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

Assignment

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

Section 2: Service Operations

Service Operations

Customer Service

Customer Relations

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

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

Specifically, the MN.IT Agency-based CIO:

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

MN.IT Services Account Team

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

Specifically, the Account Manager:

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

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

Service Level Reporting

Reporting

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

- Availability
- Capacity
- Service Support
- Recoverability

Reviews

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

Requesting Support for MN.IT Services

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

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

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

MN.IT Service Desk

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

Definitions

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

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

Service Desk Activity

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

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

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

Communications: Communication of planned and unplanned service outages.

Critical Success Factors

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

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

Prioritization

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

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

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

Critical-1 Procedures

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

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

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

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

MN.IT Central Service Desk Contact Information

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

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

Scheduled Maintenance and Changes for MN.IT Services

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

Each request for maintenance or change is:

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

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

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

Scheduled Maintenance / Change Windows

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

> Monday thru Friday: 2:00AM to 6:00AM
>
> Saturday: 2:00 AM to 12:00 PM (NOON)

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

Emergency Maintenance and Changes

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

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

Office of Higher Education Service Operations Details

MN.IT @ Office of Higher Education Service Desk

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

General Information

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

Contact Information

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

Prioritization

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

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

Critical-1 Procedures

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

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

Scheduled Maintenance / Change Windows

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

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

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

Sunday:

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

Section 3: Standard IT Services

Standard IT Services

Introduction

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

1. Standard IT Services
    Information technology solutions that facilitate day-to-day agency business operations. Examples include email, web sites, and telephone service. ***These services are listed in this section.***

2. Agency Applications
    Information technology solutions and Agency business applications that support Agency specific business requirements and related Agency business programs. These services are listed in Section 4.

3. Projects and Initiatives
    Services that deliver a specific outcome. These services are listed in Section 5.

4. Enabling IT Services
    IT solutions that enable the delivery of Standard IT Services and Business Services. Examples include local area networks, firewalls, and help desk services. These services are listed in Appendix D.

Standard IT Services

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

*   **Connectivity and Mobility** - wireless access within state locations, virtual private network (VPN) access to state networks, and cellular service plans and devices.

*   **Enterprise Unified Communications and Collaboration** - email accounts, email archiving, BlackBerry, ActiveSync, SharePoint, instant messaging, audio/video/net conferencing.

*   **Facility Services** - audio-visual equipment and design services for conference rooms, training facilities, and laboratory areas.

*   **Minnesota Geospatial Information Office (MnGeo)** – geospatial coordination services and geospatial professional services.

- **Security Services** – security program management, user identity management, access control, auditing, password policies, forensics, incident management and IT service continuity. All security enabling services are embedded in business services as mandated by state security policies, standards and compliance.

- **Voice Services** - "classic" and voice over IP (VOIP) telephones, long distance, toll free numbers, calling cards, and other telephone-related services.

- **Web Management** - web server management, content delivery and migration, user interface design, information architecture, accessibility, Minnesota Geospatial Information Office (MnGeo) and search.

- **Workstation Management** - operating systems, hardware, software, accessories, peripherals, and security services related to desktop and laptop computers.

Support Hours and Service Availability

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

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

- 99.9% - Maximum of 8 hours, 45 minutes of downtime per year. This level requires 24 x 7 staffing, "High Availability" (HA) system design, and redundant components.

- 99.5% - Maximum of 43 hours, 48 minutes of downtime per year.   This level requires having staff "on call," spare parts, and/or maintenance contracts for parts delivery.

- 99.0% - Maximum of 87 hours 36 minutes of downtime per year. This level requires having staff "on call," well-defined system recovery procedures, and business hour staffing.

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

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

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

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

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

Connectivity and Mobility

Service Description Overview

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

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

Service Metrics

Support Hours

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

Service Availability

Wireless Access

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

[Applicable days in calendar month x 24 x 60] minus [Minutes of outage in calendar month]   x 100

Applicable days in calendar month x 24 x 60

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

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

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

VPN Remote Access

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

[Applicable days in calendar month x 24 x 60] minus [Minutes of outage in calendar month]   x 100

Applicable days in calendar month x 24 x 60

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

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

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

Incident Response Levels

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

Table 1: Incident Response Levels for Connectivity and Mobility

Level	Example
Priority 4: Low	• Wireless Access – implement wireless access in a new location • VPN Remote Access – software installation and/or token replacement • Cellular Service Plans and devices – new device order
Priority 3: Medium	• Wireless Access – wireless access for an individual user is non-functional • VPN Remote Access – VPN access for an individual user is non-functional • Cellular Service Plans and devices – replacement device order
Priority 2: High	• Wireless Access – access for a group of users is non-functional • VPN Remote Access – VPN service is non-functional for multiple users • Cellular Service Plans and devices – localized service outage
Priority 1: Critical	• Wireless Access - access for a large group of users is non-functional • VPN Remote Access – VPN service is non-functional for all users • Cellular Service Plans and devices – widespread service outage

Service Level Objectives

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

Table 2: Service Level Objectives for Wireless Access

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

Table 3: Service Level Objectives for VPN Remote Access

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

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

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

Reporting

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

Wireless Access

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

VPN Remote Access

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

Cellular Service Plans and Devices

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

Enterprise Unified Communications and Collaboration

Service Description Overview

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

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

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

EUCC Email

- Email Service: EUCC Email is a single Enterprise Email and calendaring system that integrates existing state directories to preserve a single sign-on authentication. The EUCC Email service provides a "Standard" mailbox storage size of 5 Gigabytes (GB) per user.

- BlackBerry Gateway: Support the interface to the email system which utilizes the BlackBerry gateway.

- Email Storage: Agencies can increase the standard mailbox storage size to 25 GB on a per-user basis, by changing the mailbox type from "Standard" to "Executive" (thus providing 20 GB of additional storage to the standard mailbox). Changing the mailbox type will result in additional storage fees. The user is responsible for managing his/her mailbox within the assigned mailbox storage maximum.

- Email Archiving: Email archiving is the management and long-term storage of important emails - including attachments - independent from an individual user's mailbox. Depending on specific business and legal requirements for data retention, each Agency may choose to utilize the archiving service differently.

EUCC SharePoint

- Collaboration: EUCC SharePoint provides a flexible, web-based solution that includes tools and services to help users manage information, collaborate effectively, share documents, search for information, define workflow process, and develop custom applications.

- Integration: The EUCC SharePoint environment leverages the state's infrastructure of co-located Domain Controllers to provide all users with integrated single sign-on, cross-organization information sharing, and full Microsoft Office connectivity.

- Administration: Agencies receive full Administrator control of their Site Collections.

- Secure Access: SharePoint web applications deliver content via 128-bit SSL encryption.

- "Connect" site collections are intended for cross-organizational sites composed of users from multiple organizations.

- "Inside" site collections are intended for intranet sites governed by a single organization.

- "People" sites provide My Sites functionality for all SharePoint users.

- Site Collections: The EUCC SharePoint service can provide both "Standard" 100 GB and "Extra Large" 400 GB site collections on the "Inside" and "Connect" web applications. Personal sites (My Sites) are supported with a storage limit up to 7 GB/user.

- Storage: Agencies are allocated 500 MB per user, aggregated across the Agency's organization. Additional storage is available for a fee.

EUCC Instant Messaging

- Instant Messaging: Instant Messaging (IM) is a growing communications method for short, "bursty" conversations which are too time-consuming for email. Instant Messaging enables users within organizations and across organizations to communicate in a faster, more real-time conversation, thus enhancing efficiency. EUCC IM also has the ability to facilitate person-to-person or group audio, video and net conferences. These conference functions use the audio components of PCs and can be enhanced with USB video cameras and audio headsets. As an added benefit, instant messaging is tightly integrated with EUCC Email which allows users to determine the "presence" of other users. Presence indicates a person's availability to establish communication (away, available, busy, in a meeting, etc.)

- Instant Messaging Federation: Instant messaging federation enables separate Office Communications Server installations to communicate with each other. All federated communications are encrypted between the IM systems using access proxy servers. MN.IT Services has no control over encryption after messages are passed to the federated partner's network.

Audio, Video and Net Conferencing

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

- Video Conferencing: Video conferencing services are supported by MN.IT at several operational levels:

- o Video Conference Room Support Services: MN.IT staff work collaboratively with the Agency to support their conference planning, connection set-up and participant training (to provide basic operational support during calls such as positioning cameras, or muting microphones).
- o Desktop Video Client Accounts can be installed on PCs and some mobile devices and registered to MN.IT infrastructure to enable person to person calls, person to video conference room calls, or group (multi-site) calls.
- o Video Conference Network Services help agencies deploy and operate rooms or PC clients with a suite of video conferencing network services including Quality of Service (QoS) network management, statewide dialing plan, conference scheduling systems, bridging, event recording, and streaming options.

- • Net Conferencing: A net conference account with MN.IT provides agencies with access to a set of conferencing solutions that support a wide variety of use cases, event configurations and needs. Net conferencing accounts are available in two ways: by subscription, or by per-minute usage. The per-minute usage capability is part of the contracted audio conferencing service.
  - o Subscription services provide access to specialized net conferencing environments to support meetings, training, large events, and technical support needs, with presenter and participant options tailored to unique requirements of the different situations.
  - o Per-minute usage services are used only for the meeting tools, which tend to be more than adequate for the typical user who does not run or stage training, large events or do technical support for end-users.

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

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

Service Metrics

Support Hours

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

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

Service Availability

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

<u>[Applicable days in calendar month x 24 x 60] minus [Minutes of outage in calendar month]</u>   x 100

Applicable days in calendar month x 24 x 60

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

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

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

Service availability is focused on the following elements within each EUCC service area.

- EUCC Email: Service availability includes Outlook Web Application (OWA), the full Outlook Client, Microsoft ActiveSync service and BlackBerry services.

- EUCC SharePoint: Service availability includes one or more SharePoint site collections. Agencies select their own site collection administrators who in turn define and delegate the specific features and permissions available to their users. Most SharePoint Standard and Enterprise features are available for use within site collections. Some EUCC SharePoint features and functionality must be enabled through a change request process managed by MN.IT Services. Details about individual EUCC SharePoint features are contained in the "EUCC SharePoint Service Description" document.

- EUCC Instant Messaging: Service availability includes Communicator Web Access, the Microsoft Lync Instant Messaging client.

- Audio, Video and Net Conferencing: Service availability includes audio conferencing, video conference network infrastructure and net conferencing.

Incident Response Levels

The incident response levels associated with Enterprise Unified Communication and Collaboration services match those identified in the Service Desk "Incident Management Quick

Reference." The following table lists examples of service incidents and the priority levels associated with them.

Table 5: Incident Response Levels for Enterprise Unified Communication and Collaboration

Level	Example
Priority 4: Low	• EUCC Email – Delegation assignment; Free/busy not updating • EUCC SharePoint – Alert notification not working for individual users • EUCC Instant Messaging – audio and video hardware issue for individual users • Audio, Video and Net Conferencing – software incompatibility on individual user workstation
Priority 3: Medium	• EUCC Email – Mobile device not sending/receiving messages; user cannot login • EUCC SharePoint – Individual user cannot access SharePoint site. • EUCC Instant Messaging – IM, desktop sharing, presence or login not working for individual users • Audio, Video and Net Conferencing – Cannot start audio, video, or net conference
Priority 2: High	• EUCC Email – access or functionality for a group of users is non-functional • EUCC SharePoint – access or functionality for a group of users is non-functional • EUCC Instant Messaging – access or functionality for a group of users is non-functional • Audio, Video and Net Conferencing – access or functionality for a group of users is non-functional
Priority 1: Critical	• EUCC Email – access for a large group of users is non-functional • EUCC SharePoint – access for a large group of users is non-functional • EUCC Instant Messaging – access for a large group of users is non-functional • Audio, Video and Net Conferencing – access for a large group of users is non-functional

Service Level Objectives

The tables below contain the Service Level Objectives for the specified EUCC services.

Table 6: Service Level Objectives for EUCC Email Services

Metric	Definition	Threshold
Service Availability	Measures service availability. Combined with other metrics, gives an end-to-end view of EUCC as a managed service	99.9% availability* *not including Downtime for scheduled maintenance

Metric	Definition	Threshold
Customer Satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys
Support Resolution	Measures the speed of incident resolution by the MN.IT Service Desk	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours
Service Response	Measures the speed of request resolution by the MN.IT Service Desk	All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis.
BlackBerry device - disable/wipe requests	In the event a BlackBerry device is lost or stolen, it can be disabled and remotely "wiped".	Escalated cases will be done within 1 hour of request; all others are completed in 1 business day.
Mail Flow	Measures the amount of time it takes to deliver a synthetically generated message	90% of messages received in less than 90 seconds

Table 7: Service Level Objectives for EUCC SharePoint Services

Metric	Definition	Threshold
Service Availability	Measures service availability. Combined with other metrics, gives an end-to-end view of EUCC as a managed service	99.9% availability* *not including Downtime for scheduled maintenance
Customer Satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys
Support Resolution	Measures the speed of incident resolution by the MN.IT Service Desk	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours
Service Response	Measures the speed of request resolution by the MN.IT Service Desk	All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis.

Metric	Definition	Threshold
SharePoint Site Access request	Determined by automated monitoring that attempts to render SharePoint sites every minute.	Customers have continuous access to all SharePoint sites for which they have appropriate permissions. Does not include scheduled downtime within pre-established maintenance windows

Table 8: Service Level Objectives for EUCC Instant Messaging Services

Metric	Definition	Threshold
Service Availability	Measures service availability. Combined with other metrics, gives an end-to-end view of EUCC as a managed service	99.9% availability* *not including Downtime for scheduled maintenance
Customer Satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys
Support Resolution	Measures the speed of incident resolution by the MN.IT Service Desk	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours
Service Response	Measures the speed of request resolution by the MN.IT Service Desk	All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis.

Table 9: Service Level Objectives for Audio, Video and Net Conferencing Services

Metric	Definition	Threshold
Service Availability	Measures service availability.	99.9% availability* *not including Downtime for scheduled maintenance
Customer Satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys
Support Resolution	Measures the speed of incident resolution by the MN.IT Service Desk	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours
Service Response	Measures the speed of request resolution by the MN.IT Service Desk	All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed.

Metric	Definition	Threshold
		Requests can be escalated on a case-by-case basis.

Reporting

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

EUCC Email

- **Service Availability (monthly):** Percent of service availability for the month.
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months.
- **Percentage of Spam and Virus detected:** Percent of email from the internet which are rejected because they contained spam or a virus.
- **Number of Mailboxes:** Total number of mailboxes in EUCC Email.
- **Number of BlackBerry devices:** Total number of BlackBerry devices connecting to EUCC Email.
- **Number of ActiveSync devices:** Total number of ActiveSync devices connecting to EUCC Email.
- **Email Volume (total):** Total number of emails received from the internet.
- **Email Volume (spam/virus rejected):** Total number of emails rejected from the internet because they contained spam or a virus.

EUCC SharePoint

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

EUCC Instant Messaging

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

Audio, Video and Net Conferencing

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

Facility Services

Service Description Overview

MN.IT Service's portfolio of Facility Information Technology Services (FIT Services) supports business requirements for the provisioning and management of IT equipment and services in areas such as:

- Common areas – including reception areas, lobbies, elevator areas and hallways
- Conference rooms – including specialized meeting spaces such as board rooms, collaboration spaces, video conference rooms, press conference rooms or demonstration areas
- Training rooms and laboratory areas

FIT Services are focused on:

Facility IT Operations - MN.IT staff supports hardware, software, network, security, and programming features of audio-visual (A/V) technology used to meet Agency business requirements.

Facility IT Design and Development - MN.IT staff works collaboratively with Agency business units and/or vendor-partners to analyze needs, goals, and budget in order to define the best facility IT solutions for the Agency.

In support of its services, MN.IT will develop and maintain Minnesota standards and vendor contracts for A/V products in major categories that can be used when selecting the facility's IT products. MN.IT will also maintain professional service contracts with vendors that specialize in design and development of A/V systems.

Service Metrics

Support Hours

FIT Service Support is provided during normal business hours.

Service Availability

Due to the wide variety of service components, FIT Service availability is not measured on an overall basis. Availability metrics are defined for individual FIT components based upon Agency business requirements.

Incident Response Levels

The incident response levels associated with FIT Services match those identified in the Service Desk "Incident Management Quick Reference." The following table lists examples of service incidents and the priority levels associated with them.

Table 10: Incident Response Level Examples for FIT Services

Level	Example
Priority 4: Low	• The service is not operational for one or more users outside of the hours of availability.
Priority 3: Medium	• A major function of the service is reported as non-operational during Downtime Period. • Enhancement requests
Priority 2: High	• A minor function of service is not operational for one or more users (who can continue to use other service functions). • A user has questions about the service functionality or needs assistance in using the service. • A user needs administrative assistance.
Priority 1: Critical	• The service is not operational for multiple users during scheduled availability. • A major function of the service is not operational for multiple users during the hours that the service is scheduled for availability.

Service Level Objectives

The tables below contain the Service Level Objectives for the FIT Operational Services.

Table 11: Service Level Objectives for FIT Operations Service

Metric	Definition	Threshold
Service Availability	Measures service availability. *Does not include downtime for scheduled maintenance*	Does not apply
Customer Satisfaction	Measures how the customer perceives the value.	80% positive approval rating through customer surveys
Support Resolution	Measures the speed of incident response by the Service Desk.	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours

Table 12: Service Level Objectives for FIT Design and Development Services

Metric	Threshold	Definition
Service Response	2 business days	Measures the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff.
Customer Satisfaction	80% positive approval rating through customer surveys	Measures how the customer perceives the value

Reporting

MN.IT staff for FIT services will develop and support a FIT service reporting process that reflects the needs and resources of the Agency.

Reporting for FIT Design and Development will include:

- Project Hours: Project hours completed and project hours remaining.
- Project Deliverables: Project management tracking via deliverable reporting.
- Project Status/Schedule: Overall project management status and schedule adherence.

Minnesota Geospatial Information Office (MnGeo)

Service Description Overview

The MnGeo Services delivered by MN.IT Services consist of two distinct offerings:

- Geospatial Coordination Services
- Geospatial Professional Services

The sections below provide a high-level description of these services.

Geospatial Coordination Services

As specified in legislation and supported by a legislative appropriation, MnGeo provides coordination services that support the development, implementation and use of geospatial technology in Minnesota. Guided by state agencies, other government and non-government stakeholders, its coordination activities focus on six core activities: community outreach, communications, geospatial data and technology coordination, data and web services, training and technical guidance

Geospatial Professional Services

For more than 30 years – first as LMIC, MnGeo has offered a diverse set of GIS professional services on a fee-for-service basis. MnGeo staff work closely with its clients to define a suitable scope for the service, identify tasks and deliverables, create and refine a work plan and budget, execute and manage the defined effort to completion. Typically client needs require a mix of project design, database development, applications development, spatial analysis and map production. Efforts vary in length and complexity, with some taking a few hours and costing little and others extending over several years and involving significant expenditures. Core geospatial services include providing assistance for developing business requirements, designing solutions, system development/implementation and system operations/maintenance. Professional map printing is also available for existing content.

Service Metrics

Support Hours

MnGeo provides geospatial support during normal business hours..

Service Availability

Service availability describes the time professional services are available to the Agency. Service availability for professional services varies with staffing levels and project commitments. MN.IT provides clear and timely information on when professional services staff are available.

Incident Response Levels

The incident response levels associated with Security Services match those identified in the Service Desk "Incident Management Quick Reference." The following table lists examples of service incidents and the priority levels associated with them.

Table 13: Incident Response Levels for MnGeo Services

Level	Example
Priority 4: Low	• The service is not operational for one or more users outside of the hours of availability
Priority 3: Medium	• A major function of the service is reported as non-operational during Downtime Period • Enhancement requests
Priority 2: High	• A minor function of the service is not operational for one or more users (who can continue to use other application functions) • A user has questions about the service functionality or needs assistance in using the service • A user needs administrative assistance
Priority 1: Critical	• The service is not operational for multiple users during scheduled availability • A major function of the service is not operational for multiple users during the hours that the service is scheduled for availability • Security Services has identified a breach of a critical system

Service Level Objectives

Service Level Objectives are focused on the following elements within each Security Service area. The tables below contain the Service Level Objectives for the specified Security Services.

Table 14: Service Level Objectives for MnGeo Services

Metric	Definition	Threshold
Customer Satisfaction	Measure how the customer perceives the value	80% positive approval rating through customer surveys
Service Response	Measure the speed of incident response by the MN.IT Service Desk	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours
Service Request	Measure the maximum time required to respond to a request.	Typical – 1 business day Critical – 4 hours

Table 15: Service Level Objectives for MnGeo Services

Metric	Definition	Threshold
Support Resolution	Measure the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff	Target: Next business day
Customer Satisfaction	Measure how the customer perceives the value	80% positive approval rating through customer surveys

Reporting

MN.IT MnGeo Services creates reports that meet business requirements. Reports generated from MnGeo Services are made available to customers quarterly.

MnGeo Project Coordination/Professional Services

- **Project Hours:** Project hours completed and project hours remaining
- **Project Deliverables:** Project management tracking via deliverable reporting
- **Project Status/Schedule:** Overall project management status and schedule adherence

Security Services

Service Description Overview

The Security Services delivered by MN.IT Services contain five distinct service offerings:

- Information Security Program Management
- Access Control to Systems
- Security Incident Response and Forensics
- Security Awareness and Training
- IT Service Continuity

The sections below provide a high-level description of these services.

Information Security Program Management

The State of Minnesota recognizes that information is a critical asset. How information is managed, controlled, and protected has a significant impact on the delivery of state services and is vital to maintaining the trust of those that provide data to the State and/or use state programs. Information assets held in trust by the State must be protected from unauthorized disclosure, theft, loss, destruction, and alteration. Information assets must be available when needed, particularly during emergencies and times of crisis.

It is for this reason that Minnesota Statutes chapter 16E requires the State Chief Information Officer (State CIO) to develop cyber security policies, standards, and guidelines for the executive branch Minnesota Statutes also give the State CIO authority to install and administer security systems for use by all.

Key service tasks include:

- Align security program activities and staff with a generally accepted best practice framework
- Oversee the creation and maintenance of information security policies, standards, procedures, and guidelines
- Create and maintain strategic and tactical plans
- Coordinate the movement of plans, policies, standards, and other authoritative documents through a governance process
- Track information security risk key performance indicators
- Disseminate security metrics and risk information to executives and other managers for decision making
- Coordinate security efforts with local government entities and other branches of government

Access Control to Systems

Access Control to Systems manages the identities for users and devices, and controls access to system resources based on these identities, while ensuring users and devices have access to only those systems for which they are properly authenticated and authorized to access.

Key service tasks include:

- Maintain identities by resetting passwords, adding/removing user accounts, verifying access to information, etc.
- Enforce password policies ensuring password strength is adequate
- Manage access to information resources and data, e.g. segregation of duties
- Manage privileged accounts that can bypass security so systems are secure
- Manage encryption keys and security certificates to provide trust for transactions and websites

Security Incident Response and Forensics

Security Incident Response and Forensics are professional services that utilize multiple tools to resolve the Agency business issues below. Security Incident Management is a process to stop unwanted activity, limit damage, and prevent recurrence of security events. Computer forensics is a standardized process to determine the cause, scope, and impact of incidents and limit damage that may be used in legal or human resource actions.

Issues addressed by these services include the following:

- Agency-Specific Incidents
- Denial of Service
- Security Policy Violations
- Malware
- Physical Loss/Theft/Damage
- Unauthorized Access
- Unauthorized Alteration/Destruction
- Unauthorized Disclosure

Security Training and Awareness

Information security and awareness provides employees at all levels with relevant security information and training to lessen the number of security incidents.

MN.IT Services can provide training and support in the following areas:

- Generalized Security and Awareness
- Customized Security Awareness and Training for unique requirements
- Online training for SANS Securing the Human

IT Service Continuity

By Governor's Executive Order, MN.IT Services has overall responsibility for the state's enterprise continuity of operations program, policies and standards; and each state agency is required to develop and maintain a continuity of operations plan. Continuity of operations planning is the process of identifying, mitigating and responding to a service or technology interruption.
MN.IT Services IT Service Continuity provides:

- A standard that establishes planning requirements for all executive branch agencies
- Planning templates, guidance documents, and training materials
- Responsibility for loss of technology
- A secure continuity of operations planning tool for the storage and maintenance of continuity plans and data.

IT Service Continuity includes those activities performed daily to maintain service, consistency, operational resilience and recoverability of services due to a loss of personnel, facility, supply chain or technology.

Service Metrics

Support Hours

Support for Information Security Program Management is provided during

normal business hours

Support for Access Control to Systems services is provided 24 x 7 x 365.

Support for Security Incident Response and Forensics is provided 24 x 7 x 365.

Support for Security Awareness and Training is provided during normal business hours.

Support for IT Service Continuity is provided during normal business hours

Emergency procedures are in place to provide services during interruptions

occurring outside of normal business hours.

Service Availability

Service availability describes the time professional services are available to the Agency. Service availability for professional services varies with staffing levels and project commitments. MN.IT provides clear and timely information on when professional services staff are available.

Incident Response Levels

The incident response levels associated with Security Services match those identified in the Service Desk "Incident Management Quick Reference." The following table lists examples of service incidents and the priority levels associated with them.

Table 16: Incident Response Levels for Security Services

Level	Example
Priority 4: Low	• The service is not operational for one or more users outside of the hours of availability
Priority 3: Medium	• A major function of the service is reported as non-operational during Downtime Period • Enhancement requests
Priority 2: High	• A minor function of the service is not operational for one or more users (who can continue to use other application functions) • A user has questions about the service functionality or needs assistance in using the service • A user needs administrative assistance
Priority 1: Critical	• The service is not operational for multiple users during scheduled availability • A major function of the service is not operational for multiple users during the hours that the service is scheduled for availability • Security Services has identified a breach of a critical system

Service Level Objectives

Service Level Objectives are focused on the following elements within each Security Service area. The tables below contain the Service Level Objectives for the specified Security Services.

Table 17: Service Level Objectives for Information Security Program Management Service

Metric	Definition	Threshold
Support Resolution	Measure the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff	2 business days
Customer Satisfaction	Measure how the customer perceives the value	80% positive approval rating through customer surveys

Table 18: Service Level Objectives for Access Control to Systems Service

Metric	Definition	Threshold
Customer Satisfaction	Measure how the customer perceives the value	80% positive approval rating through customer surveys
Service Response	Measure the speed of incident response by the MN.IT Service Desk	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours
Service Request	Measure the maximum time required to respond to a request.	Typical – 1 business day Critical – 4 hours

Table 19: Service Level Objectives for Security Incident Response and Forensics Service

Metric	Definition	Threshold
Service Response	Measure the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff	Target: Next business day Typical: 4 hours
Customer Satisfaction	Measure how the customer perceives the value	80% positive approval rating through customer surveys

Table 20: Service Level Objectives for Security Awareness and Training Service

Metric	Definition	Threshold
Support Resolution	Measure the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff	2 business days
Customer Satisfaction	Measure how the customer perceives the value	80% positive approval rating through customer surveys

Table 21: Service Level Objectives for IT Service Continuity Service

Metric	Definition	Threshold
Support Resolution	Measure the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff	2 business days
Customer Satisfaction	Measure how the customer perceives the value	80% positive approval rating through customer surveys

Reporting

MN.IT Security Services creates reports that meet business requirements. Reports generated from Security Services are classified as nonpublic and must be handled as such.

- Information Security Program Management: The MN.IT IT Standards and Risk Management Division will assess risk by compiling and reporting metrics for all security services. Details of each service metric and reporting are in the Information Security Program Management Service Description.
- Access Control to Systems: reports for Access Control metrics are created and made available to authorized Agency representatives.
- Security Incident Response and Forensics: Security Incident and Forensic reports are created to satisfy specific inquiry requirements and available to authorized Agency representatives upon request.
- Security Awareness and Training: Security Awareness and Training reports can be created to satisfy specific requirements upon request.
- IT Service Continuity: Reports regarding continuity of operations planning can be created to satisfy specific inquiry requirements and are available to authorized Agency representatives upon request
- IT Service Continuity Standard reports regarding IT Service Continuity planning are provided to authorized Agency representatives upon request.

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Voice Services

Service Description Overview

Voice Services consist of the following service categories and are provisioned in one of three ways – through MN.IT infrastructure or through telephone companies or other providers:

- **Dial tone services** provide connections to the public switched telephone network (PSTN). Telephone equipment is provided by MN.IT Services to agencies. Dial tone services include:
    - Classic Voice – telephone lines and telephone numbers of various types, analog or digital circuits, 911 access services and long distance services, contracted through third-party telephone companies.
    - Private Branch Exchange Systems (PBXs) of various types, including Enterprise IP Telephony (IPT) and individual premise-based systems that are analog, digital or IP-enabled.
- **Voice-related applications or services**, including but not limited to:
    - Voicemail – automatic phone messaging and simple menus that answer or direct incoming phone calls.
    - Contact/call center infrastructure that supports telephone call queuing, monitoring and reports for agents that interact with inbound and outbound callers using voice and/or web chat.
    - Interactive voice response (IVR) – menus that answer incoming telephone calls to provide information (optionally connected to external computer systems), transfer calls to call centers based on caller input, and perform other sophisticated functions.
    - Value-added applications for Enterprise IPT – call recording, quality monitoring, workforce management, mobility support and notification/alerting.
    - Over-the-phone interpretation services in which the end user interacts with a limited English proficiency (LEP) citizen by accessing an interpreter for any language.
    - e-Fax services – inbound and outbound fax that provides individual fax telephone numbers for users and can replace the need for fax machines.

Service Metrics

Support Hours

Support hours for Dial Tone Services are:

- **Classic Voice –** normal business hours
- **Private Branch Exchange Systems (PBXs) –** 24 x 7 x 365

Support hours for Voice-related applications or services:

- **Voicemail –** 24 x 7 x 365
- **Contact/call center infrastructure –** 24 x 7 x 365
- **Interactive voice response (IVR) –** normal business hours
- **Over-the-phone interpretation services –** normal business hours
- **e-Fax services –** 24 x 7 x 365

Service Availability

Service availability represents the percentage of time that a service is running and available to the end-user. The Service Availability metric is derived for each Agency endpoint as a measure of the uptime. Uptime is the time period during which the Service Element at the Agency endpoint and the shared infrastructure is fully functional. Service Availability is calculated as a percentage as shown in the formula below.

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

When a service is interrupted, Outage is calculated from the time of entering Service Desk incident ticket to the time the ticket is resolved. Downtime Period is a period of ten consecutive minutes of Downtime. Intermittent downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

Service interruption for scheduled maintenance, called Scheduled Downtime, is excluded from the Availability calculation. Scheduled maintenance means those instances when MN.IT notifies the Agency at least five days prior to the commencement of such Scheduled Downtime. The Agency may request the MN.IT Service Desk to reschedule the maintenance if the date and time announced in the notification are not acceptable. MN.IT will work with all agencies to find a suitable date and time for the scheduled maintenance. There will be no more than fifteen hours of Scheduled Downtime per calendar year, and no more than two hours per month. Scheduled Downtime reports will be available to agencies every month.

Incident Response Levels

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

Table 22: Incident Response Levels for Voice Services

Level	Example
Priority 4: Low	• Dial Tone Services – minor incidents that do not affect overall functionality • Voice Related Services – minor incidents that do not affect overall functionality
Priority 3: Medium	• Dial Tone Services – telephone service for individual user is non-functional • Voice Related Services – a service for an individual user is non-functional

Level	Example
Priority 2: High	• Dial Tone Services – telephone services for a group of users is non-functional • Voice Related Services – a service is non-functional for multiple users
Priority 1: Critical	• Dial Tone Services – telephone services for a large group of users is non-functional • Voice Related Services – a service is non-functional for all users

Service Level Objectives

The tables below contain the Service Level Objectives for Voice Services.

Table 23: Service Level Objectives for Dial Tone Services

Metric	Definition	Threshold
Service Availability – Classic Voice	Measures the availability for MN.IT Enterprise Classic Voice services.	99.9% availability* *not including Downtime for scheduled maintenance
Service Availability – PBX	Measures the availability for MN.IT Enterprise IPT services.	99.9% availability* *not including Downtime for scheduled maintenance
Customer satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys
Average time to resolve an incident	Measures the speed of incident resolution by MN.IT Services	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours
Average time to fulfill a move, add, change request for Classic Voice services	Measures the speed of request resolution by MN.IT Services	5 business days
Average time to fulfill a move, add, change request for PBX services	Measures the speed of request resolution by MN.IT Services	5 business days
Average time to fulfill a new implementation request for Classic Voice services	Measures the speed of request resolution by MN.IT Services	12 business days
Average time to fulfill a new implementation request for PBX	Measures the speed of request resolution by MN.IT Services	90 business days

Metric	Definition	Threshold
services		
PBX Call Quality	See service definition for more information	Mean Opinion Score 4 to 5

Table 24: Service Level Objectives for Voice Related Services

Metric	Definition	Threshold
Service availability	Measures the availability for MN.IT Enterprise services.	99.9% availability* *not including downtime for scheduled maintenance
Customer satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys
Support Resolution	Measures the speed of incident resolution by MN.IT Services	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours
Average time to fulfill a move, add, change request for Voice-Related services	Measures the speed of request resolution by MN.IT Services	5 business days
New service implementation response time	Measures the time necessary to respond to a typical inquiry	2 business days

Reporting

Online information will be available on a website with secure login that contains the metrics appropriate to services purchased by the Agency. Service reports will also be available on the secure website.

Web Management

Service Description Overview

Web Management services delivered by MN.IT Services consist of services related to the management of web servers, website design, and mechanisms to manage web content. The sections below provide a high-level description of these Web Management services:

- Web Server Management
- Website Design
- Content Management

Web Server Management

- **Static Web Hosting:** Static web hosting provides storage and delivery of manually updated websites. The service gives agencies a secure, reliable web presence with a specific domain name and covers the processes involved in establishing and maintaining a new static website.

- **Dynamic Web Hosting:** Dynamic web hosting provides a website that delivers real-time, query-based web content. Websites are created using web content management (WCM) tools that are easier to build and maintain than static websites, ensure compliance with web standards, and standardize navigational tools for users. WCM hosting offers a full portal tool suite, including content management, consistent look-and-feel templates and policies, decentralized content creation and posting, agency personalization, and a customized search interface.

- **Website Management Operations:** The delivery of both static and dynamic web hosting services depends on a robust, highly-available infrastructure. MN.IT staff maintains this infrastructure using best practices for equipment maintenance, redundancy, data integrity, security, alerts, and logging.

Website Design

- **User Interface Design:** MN.IT's professional web design staff helps organizations develop a consistent, intuitive, professional browsing experience from a customer-centric perspective. Specific capabilities may include: logo development for fresh agency branding, customer-oriented site navigation and taxonomies, advanced search and metadata development, graphics design, and meeting facilitation for the requirements gathering process.

- **Accessibility:** MN.IT provides assistance with meeting the compliance requirements of both Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level, as well as ADA sections on access to information on state government websites

- **Information Architecture:** Website design services may include information architecture definition related to the integration of visual design, taxonomy development, keywords, naming conventions, and find-ability.

Web Content Management

- **Training:** MN.IT's web hosting and design services may require Agencies to learn new skills to manage/maintain their web content. Typically, MN.IT provides separate training for web content managers and content contributors.

- **Migration Services:** When moving from one hosting platform and/or web technology to another, MN.IT provides tools and techniques for efficiently migrating web content. Depending on the quality of the code, source and destination hosting platforms, migration services may be automated.

Service Metrics

Support Hours

Support for web server management services is provided 24 x 7 x 365.

Support for Web Management (WM) professional services (design and content management) is provided during normal business hours.

Service Availability

Service availability describes the time the system is running and available to the Agency. Service availability for web server management is 99.9% and excludes time to perform routine or scheduled maintenance. Web hosting service availability is calculated as follows:

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

Service availability for Web Management professional services varies with staffing levels and project commitments. MN.IT provides clear and timely information on when professional services staff are available.

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

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

Scheduled Downtime will be announced every month and be available to agencies. If a Scheduled Downtime conflicts with other activities/operations of an Agency, the Agency can

request an alternate date for the Scheduled Downtime thru the service desk. MN.IT will work with all agencies to find a date that balances the needs/priorities of all.

Incident Response Levels

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

Table 25: Incident Response Levels for Web Server Management

Level	Example
Priority 4: Low	• The hosting service is not operational for one or more users outside of the hours of availability
Priority 3: Medium	• A major function of the hosting service is reported as non-operational during Downtime Period • Enhancement requests
Priority 2: High	• A minor function of the hosting service is not operational for one or more users (who can continue to use other application functions) • A user has questions about the hosting service functionality or needs assistance in using the service • A user needs administrative assistance
Priority 1: Critical	• The hosted website is not operational for multiple users during scheduled availability • A major function of the hosting service is not operational for multiple users during the hours that the service is scheduled for availability

Service Level Objectives

The table below contains the Service Level Objectives for Web Management services.

Table 26: Service Level Objectives for Web Server Management

Metric	Definition	Threshold
Service Availability	Measures service availability. *Does not include downtime for scheduled maintenance	99.9% availability*
Customer Satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys
Support Resolution	Measures the speed of incident response by the Service Desk	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours

Metric	Definition	Threshold
Server Response	Measures the maximum time before the web server generates a response. **Does not include network latency	0.5 seconds**
Content Change	Measures the maximum time required to make a content change.	Typical – 1 business day Critical – 4 hours

Table 27: Service Level Objectives for Web Design and Content Management

Metric	Definition	Threshold
Support Resolution	Measures the time necessary to respond to a typical inquiry regarding the capabilities and availability of professional services staff.	2 business days
Customer Satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys

Reporting

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

Static Hosting

- **Hits:** Unique page impressions
- **Data Storage:** Amount of stored data, measured in gigabytes
- **Bandwidth:** Amount of network bandwidth consumed, measured in gigabytes/month
- **Service Availability (monthly):** Percent of service availability for the month
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months

Dynamic Hosting

- **Hits:** Unique page impressions
- **Data Storage:** Amount of stored data, measured in gigabytes
- **Bandwidth:** Amount of network bandwidth consumed, measured in gigabytes/month
- **Content Items:** Number of items that can be delivered as dynamic content
- **Service Availability (monthly):** Percent of service availability for the month
- **Service Availability (12-month average):** Average percent of service availability for the prior 12 months

Professional Services

- **Project Hours:** Project hours completed and project hours remaining
- **Project Deliverables:** Project management tracking via deliverable reporting
- **Project Status/Schedule:** Overall project management status and schedule adherence

Workstation Management

Service Description Overview

Workstation management is comprised of: 1) operating systems; 2) hardware; 3) software; 4) accessories and peripherals; and 5) security. This section provides a high-level description of the services which comprise Workstation Management delivered by MN.IT Services.

- **Operating Systems**: Microsoft Windows client operating system is the primary supported operating system. Limited support for Mac OS 10.x is also available.

- **Hardware**: A standard laptop, desktop and/or virtual desktop interface device for end users to complete their work. Advanced options within each hardware class may be available, to provide additional computing power (e.g., processor, memory).

- **Software**: Workstations will have "standard" software (e.g., Microsoft Office) installed for end users to complete their work. Beyond what is provided in standard, some end users will require "additional" software which consists of common requested software (e.g., Microsoft Visio) and unique "one-off" software.

- **Accessories and peripherals**: A black and white printer will be made available to all end users and a color printer to those who require one. For those with business needs, specialized and/or accessibility equipment such as audio recording devices, digital cameras, scanners, and screen readers can be purchased on an as needed basis.

- **Security:** Workstations will be configured to install updates and patches on a regular basis, be protected by up-to-date anti-virus software, as well as a local firewall and encryption running on the client operating system.

Service Metrics

Support Hours

Support for Workstation Management services is provided during normal business hours.

Service Availability

Service availability describes the percentage of time that the service is running and available to the end user. Service availability for Workstation Management supporting infrastructure is 99.9%. Workstation Management supporting infrastructure includes access to file shares; print servers; critical Windows client patches; and definition updates for anti-virus and anti-malware products. There is no Service Availability metric for end user workstations or workstation accessories and peripherals.

Workstation Management supporting infrastructure service availability is calculated as follows:

[Applicable days in calendar month x 24 x 60] minus [Minutes of outage in calendar month]   x 100

<div align="center">Applicable days in calendar month x 24 x 60</div>

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

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

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

Incident Response Levels

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

<div align="center">Table 28: Incident Response Levels for Workstation Management</div>

Level	Example
Priority 4: Low	• Troubleshooting of one-off "additional" software • Troubleshooting of accessories and peripherals
Priority 3: Medium	• A workstation hardware failure or software error • Troubleshooting of commonly requested "additional" software
Priority 2: High	• A major function of the Workstation Management supporting infrastructure, such as a file or print server unavailable to end users
Priority 1: Critical	• Workstation virus or malware outbreak

Service Level Objectives

The table below contain the Service Level Objectives for Workstation Management.

Table 29: Service Level Objectives for Workstation Management Services

Metric	Definition	Threshold
Supporting infrastructure availability	Measures service availability of supporting infrastructure (e.g., file shares and print servers, critical Windows client patches).	99.9% availability* *not including Downtime for scheduled maintenance
Customer satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys
Support Resolution	Measures the speed of incident resolution by MN.IT Services	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours
Service Response	Measures the speed of request resolution by MN.IT Services	All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis.
Average time to fulfill Workstation deployment and replacement requests	Measures the speed of fulfilling requests to deploy or replace a workstation ** If workstation and/or resources demands exceed supply, delivery of hardware may impact expected delivery times.	Up to 10 workstations – 10 business days from receipt of hardware** Greater than 10 workstations – delivery time varies**
Average time to fulfill additional "one-off" software requests	Measures the speed of one-off software installation request resolution by MN.IT Services	5 to 10 business days
Critical Windows client patches	Measures the number of workstations receiving timely critical patches/updates.	80% of workstations updated within 7 days

Reporting

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

- **Laptops:** Total number of laptop computers being supported
- **Desktops:** Total number of desktop computers being supported
- **Total Workstations:** Total number of workstations (e.g., laptop/desktop) being supported
- **User accounts:** Total number of domain user accounts being managed
- **Printers:** Total number of network and local printers/multi-function devices being supported

Virus and malware infections detected: Total number of virus and malware infections detected

Operating system by version: Total number of workstations with a specific operating system version (e.g., Windows XP, Windows 7 Professional, and Windows 7 Enterprise)

Office of Higher Education Standard IT Services Details

General Information

MN.IT @ Office of Higher Education staff are normally available Monday through Friday between 7:30 AM and 4:30 PM, excluding state holidays.   IT staff are generally not on call during off hours though a best effort to address critical incidents during off hours will be made.

Availability data for service provided by MN.IT @ Office of Higher Education will be collected beginning on July 1, 2012. A summary report will be supplied to the agency deputy commissioner on a quarterly basis or upon request.   A customer satisfaction survey of agency staff will be performed annually.

Normal Work Hours

Monday through Friday: 7:00 AM to 5:00 PM

Service Metrics

If service level objectives differ from the standards in Section 3, the differences are noted below. If an Agency Threshold is blank, the Standard Threshold applies.

If this section is blank, then all Section 3 Standard Thresholds apply.

Table 3: Service Level Objectives for VPN Remote Access

Metric	Definition	Standard Threshold	Agency Threshold
Service Availability	Measures the VPN Remote Access service availability	99.9% availability* *not including Downtime for scheduled maintenance	99% availablity during normal working hours and 98% during non-work hours, not including downtime for scheduled maintenance
Customer satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys	
Support Resolution	Measures the speed of Incident resolution by MN.IT Services	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours	
Service Request	Measures the speed of service response by MN.IT Services	2 business days	

EUCC SharePoint services is not provided to Office of Higher Education.

EUCC Instant Messaging Services is not provided to Office of Higher Education.

Audio, Video and Net Conferencing Services is not provided to Office of Higher Education.

Table 11: Service Level Objectives for FIT Operations Services

Metric	Definition	Standard Threshold	Agency Threshold
Service Availability	Measures service availability. *Does not include downtime for scheduled maintenance	Does not apply	SmartBoard and computer in the main conference room are available 99.5% of normal working hours. This does not include the time it takes for the SmartBoard to be serviced by vendor.
Customer Satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys	
Support Resolution	Measures the speed of Incident resolution by MN.IT Services	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours	

FIT Design and Development Services is not provided to Office of Higher Education.

Security Awareness and Training Services is not provided to Office of Higher Education.

Table 23: Service Level Objectives for Dial Tone Services

Metric	Definition	Standard Threshold	Agency Threshold
Service Availability - Classic Voice	Measures service availability for Classic Voice services	99.9% availability* *not including Downtime for scheduled maintenance	Not applicable
Service Availability - PBX	Measures service availability for IPT services	99.9% availability* *not including Downtime for scheduled maintenance	
Customer Satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys	
Support Resolution	Measures the speed of Incident resolution by MN.IT Services	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours	
Service Response for changing Classic Voice	Measures the speed of service response to move, add or change services by MN.IT Services	5 business days	Not applicable
Service Response for changing PBX	Measures the speed of service response to move, add or change services by MN.IT Services	5 business days	
Service Response for New Classic Voice implementation	Measures the speed of service response by MN.IT Services	12 business days	Not applicable
Service Response for New PBX implementation	Measures the speed of service response by MN.IT Services	90 business days	
PBX Call Quality	See service definition for more information	Mean Opinion Score 4 to 5	

Table 26: Service Level Objectives for Web Server Management

Metric	Definition	Standard Threshold	Agency Threshold
Service Availability	Measures service availability.	99.9% availability* *not including Downtime for scheduled maintenance	99% availablity during normal working hours and 98% during non-work hours, not including downtime for scheduled maintenance
Customer satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys	
Support Resolution	Measures the speed of Incident resolution by MN.IT Services	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours	
Server Response	Measures the maximum time before the web server generates a response.	0.5 seconds **Does not include network latency	Server response time is currently not measured and will not be included summary statistics
Content Change	Measures the maximum time required to respond to a request.	Typical - 1 business day Critical - 4 hours	

Table 29: Service Level Objectives for Workstation Management Services

Metric	Definition	Standard Threshold	Agency Threshold
Supporting Infrastructure availability	Measures service availability of supporting infrastructure (e.g., file shares and print servers, critical Windows client patches).	99.9% availability* *not including Downtime for scheduled maintenance	99% availability during normal working hours. Does not include downtime for scheduled maintenance.
Customer Satisfaction	Measures how the customer perceives the value	80% positive approval rating through customer surveys	
Support Resolution	Measures the speed of Incident resolution by MN.IT Services	Priority 4: Low - 5 business days Priority 3: Medium - 2 business days Priority 2: High - 8 hours Priority 1: Critical - 2 hours	A temporary replacement computer will be available within 4 hours when a staff workstation becomes inoperable. Replacement or repair can take up to 5 days.
Service Response	Measures the speed of service response by MN.IT Services	All requests will be entered as "Medium" with 2 business days for resolution, unless specifically listed. Requests can be escalated on a case-by-case basis.	
Service Response for Workstation deployment and replacement	Measures the speed of service response by MN.IT Services. ** If workstation and/or resources demands exceed supply, delivery of hardware may impact	Up to 10 workstations - 10 business days from receipt of hardware. ** Greater than 10 Work-stations -delivery time varies.	
Service Response for "One-off" Software Installation	Measures the speed of service response by MN.IT Services	5 to 10 business days	
Critical Windows Client Patches	Measures the number of workstations receiving timely critical	80% of workstations updated within 7 days	

Section 4: Agency Applications

Office of Higher Education Applications

Introduction

The Office of Higher Education applications section describes the collection of applications that support the agency's business processes. In this context, an "application" is software that functions by means of computers to accomplish useful work.

MN.IT Services staff support thousands of different applications enterprise-wide, ranging from Parking Lot Systems to Vendor Management Systems to Web Content Management Systems. These applications may be composed of dedicated hardware and highly customized software, or may be vendor purchased "commodity" products. This section describes these applications, who supports them, how they work, and the relative priority to business users.

The details for each application can vary greatly, so the following standard information has been gathered for each major application in order to facilitate effective analysis and accountability:

- **Business Division**: Primary unit within the agency structure that uses the application
- **Business Purpose**: The logical grouping of applications in support of a Business Purpose or Business Function.   Applications will be sorted under each Business Purpose. For example, 10 unique applications are grouped together to provide the features and functions needed to support "License Renewal".
- **Application Name**: How agency staff commonly refer to the application
- **Description**: Description of application
- **Contact**: Business person within the agency that should be contacted for business requirements and additional information about the application
- **Attended Hours of Operation**: Times when the application is available for use and attended by MN.IT staff.
- **Hours of Operation Currently Met**: Indicator of whether or not the Hours of Operation are being achieved with the current level of infrastructure (staff, equipment, contracts, etc.)
- **Recovery Time Objective** (RTO): The maximum period of time available for recovering an application before there is a significant impact on the agency. Possible RTO periods for the purposes of this document are as follows:

- Immediate (no downtime)
- 24 Hours
- 72 Hours
- 5 Days
- 2 Weeks (14 Days)
- 4 Weeks (28 Days)
- N/A (will not be recovered)
- 8 Hours
- 48 Hours
- 4 Days
- 1 Week (7 Days)
- 3 Weeks (21 Days)
- TBD

- **RTO Achievable**: Indicator of whether or not the RTO can be achieved with the current level of infrastructure in the event of a disaster
- **Criticality**: Impact if the application becomes unavailable because of an unplanned service incident. The criticality levels are as follows:
    - o 1 (Critical) = any incident that has "massive impact" and is highly visible, impacts a significant number of users, a major agency, application or service and has no redundancy or alternate path.
    - o 2 (High) = any incident that impacts a significant number of users, a major agency application or service, but has redundancy, or an alternate path or bypass.
    - o 3 (Medium) = any incident that impacts a limited number of users with a resource or service down or degraded.
    - o 4 (Low) = any incident that impacts a small number or a single user in which a resource or non-critical service is down or degraded and a deferred fix or maintenance is acceptable.
- **Availability Service Level %**: Service availability describes the time the system is running and available to the business customer. Availability Service Level is calculated as follows:

Applicable days in calendar month x 24 x 60 minus [Minutes of outage in calendar month]
Applicabe days in calendar month x 24 x 60   **x100**

Typical service availability levels can be characterized as follows:
- o 99.9% - Maximum of 8 hours, 45 minutes of downtime per year. This level requires 24 x 7 staffing, "High Availability" (HA) system design, and redundant components.
- o 99.5% - Maximum of 43 hours, 48 minutes of downtime per year. This level requires having staff "on call", spare parts, and/or maintenance contracts for parts delivery.
- o 99.0% - Maximum of 87 hours 36 minutes of downtime per year. This level requires having staff "on call", well-defined system recovery procedures, and business hour staffing.
- **Regulatory Compliance Service Requirements**: Listing of any external or internal compliance requirements that govern the application. Examples include: HIPAA, JCAHO, IRS Publication 1075, etc.
- **Information Classification Service Requirements:** Indicator of information classification associated with the application. When multiple classifications apply, the highest classification is applied. Information Classifications are as follows:
    - o A = Confidential or Protected Nonpublic
    - o B = Private or Nonpublic
    - o C = Public

The information provided for each Agency application is presented "as is," meaning that the data has been provided by the Agency-based CIO to reflect current capabilities and characteristics based on available data. As metrics change and/or more application information is available, changes will be incorporated into this document.

Business Division:

Business Purpose: Education - Post secondary

Application Name: **G.I. Bill Scholarship**   Contact: Terry Schmit

Application ID   **1947**

Descripton: Scholarship for Minnesota residents who served in the military and are attending
                         Minnesotan post-secondary institutions

Attended Hours of Operation:

Monday - Friday   8 AM - 4:30 PM   Hours of Operation currently met?:   Yes

Saturday   Availability Service Levels %:   99.7

Sunday

Holiday

Recovery Time Objective (RTO):   1 Week (7 Days)   RTO achievable?:   Yes   Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Application Name: **GRIP**   Contact: Terry Schmit

Application ID   **1948**

Descripton: Student loan consolidation program for health care professionals.

Attended Hours of Operation:

Monday - Friday   8 AM - 4:30 PM   Hours of Operation currently met?:   Yes

Saturday   Availability Service Levels %:   99.7

Sunday

Holiday

Recovery Time Objective (RTO):   1 Week (7 Days)   RTO achievable?:   Yes   Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Business Division:

Business Purpose: Education - Post secondary

Application Name: **Indian Scholarship**   Contact: Terry Schmit

Application ID   **1949**

Descripton: Scholarship for Minnesota residents with Native American ancestry who are attending Minnesotan post-secondary institutions.

Attended Hours of Operation:

Monday - Friday   8 AM - 4:30 PM   Hours of Operation currently met?:   Yes

Saturday   Availability Service Levels %:   99.7

Sunday

Holiday

Recovery Time Objective (RTO):   1 Week (7 Days)   RTO achievable?:   Yes   Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Application Name: **Interstate Tuition Reciprocity (ITR)**   Contact: Terry Schmit

Application ID   **1950**

Descripton: ITR allows students from Minnesota to pay reduced tuition at selected public colleges in North Dakota, South Dakota and Wisconsin.

Attended Hours of Operation:

Monday - Friday   8 AM - 4:30 PM   Hours of Operation currently met?:   Yes

Saturday   Availability Service Levels %:   99.7

Sunday

Holiday

Recovery Time Objective (RTO):   1 Week (7 Days)   RTO achievable?:   Yes   Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Business Division:

Business Purpose: Education - Post secondary

Application Name: **OHE Web Sites**   Contact: Terry Schmit

Application ID   **1951**

Descripton: Provide infrastructure, database and programming support for agency web sites including www.ohe.state.mn.us and www.getreadyforcollege.org.

Attended Hours of Operation:

Monday - Friday   C 7:30 AM - 4:30 PM   Hours of Operation currently met?:   Yes

Saturday   Availability Service Levels %:   ıded, 99.4 ı

Sunday

Holiday

Recovery Time Objective (RTO):   2 Weeks (14 Days)   RTO achievable?:   Yes   Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Application Name: **SELF Defaulters**   Contact: Terry Schmit

Application ID   **1952**

Descripton: Application to help collect past due amounts from borrowers that have defaulted on a SELF student loan.

Attended Hours of Operation:

Monday - Friday   8 AM - 4:30 PM   Hours of Operation currently met?:   Yes

Saturday   Availability Service Levels %:   99.7

Sunday

Holiday

Recovery Time Objective (RTO):   1 Week (7 Days)   RTO achievable?:   Yes   Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Business Division:

Business Purpose: Education - Post secondary

Application Name: **State Grant**   Contact: Terry Schmit

Application ID   **1953**

Descripton: Need based grants for Minnesota residents attending Minnesotan post-secondary
                      institutions.

Attended Hours of Operation:

Monday - Friday   8 AM - 4:30 PM   Hours of Operation currently met?:   Yes

Saturday   Availability Service Levels %:   99.7

Sunday

Holiday

Recovery Time Objective (RTO):   1 Week (7 Days)   RTO achievable?:   Yes   Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Application Name: **Student Record Database**   Contact: Terry Schmit

Application ID   **1954**

Descripton: Provide infrastructure, database and programming support for Student Enrollment and
                      the Degrees Conferred databases.   This data is used for the interagency SLEDS project.

Attended Hours of Operation:

Monday - Friday   8 AM - 4:30 PM   Hours of Operation currently met?:   Yes

Saturday   Availability Service Levels %:   99.7

Sunday

Holiday

Recovery Time Objective (RTO):   4 Weeks (28 Days)   RTO achievable?:   Yes   Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Business Division:

Business Purpose: Education - Post secondary

Application Name: **Summer Academic Enrichment**   Contact: Terry Schmit

Application ID   **1955**

Descripton: Provide stipends on a first-come, first-serve basis, to cover all or a portion of the direct
                     cost for students in grades 3-11 to attend eligible summer academic enrichment programs.

Attended Hours of Operation:

Monday - Friday   8 AM - 4:30 PM   Hours of Operation currently met?:   Yes

Saturday   Availability Service Levels %:   99.7

Sunday

Holiday

Recovery Time Objective (RTO):   1 Week (7 Days)   RTO achievable?:   Yes   Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Application Name: **Summer Transition**   Contact: Terry Schmit

Application ID   **1956**

Descripton: Need based grant for recent high school graduates to take remedial coursework before the
                     start of their freshman year.

Attended Hours of Operation:

Monday - Friday   8 AM - 4:30 PM   Hours of Operation currently met?:   Yes

Saturday   Availability Service Levels %:   99.7

Sunday

Holiday

Recovery Time Objective (RTO):   1 Week (7 Days)   RTO achievable?:   Yes   Criticality: Medium

Regulatory Compliance Service Requirements: FERPA

Information Classification Service Requirements: Private or Nonpublic

Additional Comments:

Section 5: Projects and Initiatives

Projects and Initiatives

Managing Project Resources and Project Priorities

Historically, most agencies have had a pool of discretionary technology funds to use throughout a budget year for IT initiatives that include the following types:

- **New applications/systems**: The design and building of business applications and tools that perform functions and processes for state programs.
- **Enhancements and changes**: Changes, enhancements and upgrades to existing applications or systems due to changing business needs and/or changing technologies.
- **Ad hoc IT requests**: IT business analysis that does not rise to the definition of a project, but requires some information technology subject matter expertise.

Within its available resources, Agency business leadership has, prior to IT consolidation, been able to manage project resources and priorities on an ongoing basis, based on their business needs and priorities.

The Agency will continue to have that same discretion within this SLA.

Under the terms of this SLA, the management of IT project resources and project priorities is an iterative process throughout the fiscal year, managed through a cooperative relationship between MN.IT Services and Agency business leadership.

Section 6 of this SLA outlines the portion of the Agency's total technology budget that is currently allocated to projects and initiatives. From this pool of identified funding, the Agency-based CIO will work in consultation with Agency business leadership to set priorities, manage a project portfolio as described above, and regularly report on portfolio status. Should priorities change or should circumstances arise that change available resources, the decision on how resources should be allocated and projects changed is a business decision made by Agency business leadership in consultation with the Agency-based CIO.

When a new initiative is proposed, the Agency business unit and the Agency-based CIO determine the availability of resources within the existing discretionary resource pool described in Section 6. This analysis may result in the need for an Agency executive leadership decision to adjust portfolio priorities or it may require the identification of funding beyond the available resource pool. In such cases, the Agency business unit and Agency-based CIO work to analyze the change's impact on the project portfolio, identify and allocate resources for the proposed project, and amend Section 6 of the SLA as necessary.

The diagram below summarizes the ongoing process by which MN.IT will work with Agency business to reprioritize IT projects and initiatives covered in this section in order to meet the Agency's highest priorities. See Section 1 for IT budget changes ("Acceptance, Amendments,

and Termination"). A more detailed budget change process is being developed and will be distributed when it is complete.
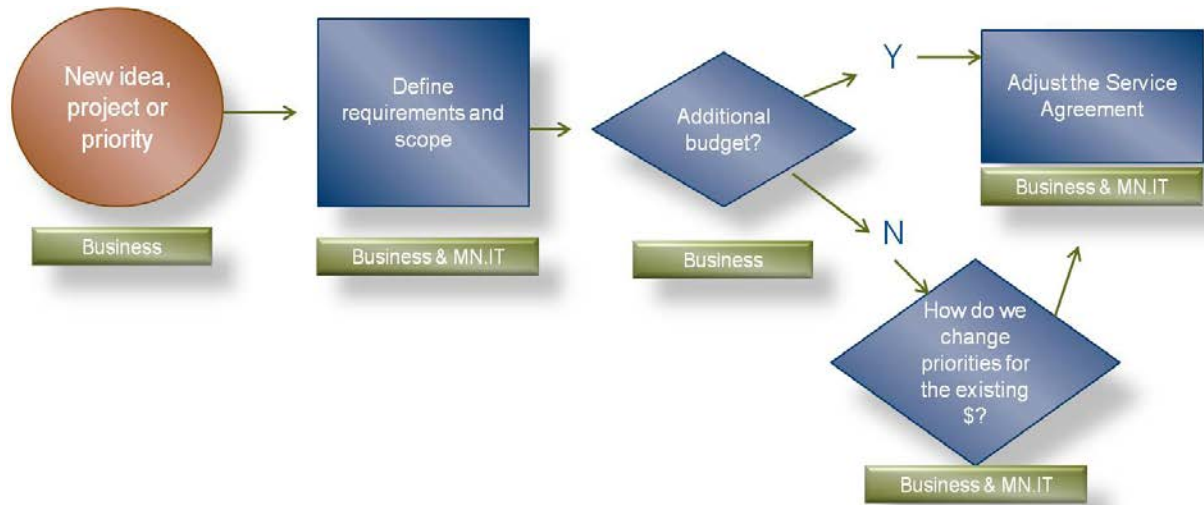
Types of Project and Initiatives

New Applications / Systems

It is not unusual for issues, concerns, challenges or priorities to emerge that require the development of a new application or system within a given fiscal year. Examples might include new legislative requirements, a policy change, or the need to replace a legacy system.

In the case of a new application or system, the Agency-based CIO will work with the appropriate Agency business units to identify the need, requirements, scope, budget, and schedule for a new project, based upon its alignment and contribution to the Agency's strategies and objectives.

If necessary, the Agency-based CIO will assign project management or business analysis resources to conduct the discovery process that will provide the details necessary for an executive leadership decision on whether to proceed.

With executive leadership approval, the Agency-based CIO will add the project request to the queue as appropriate and assign the appropriate resources to work with the Agency business unit.

Enhancements and Changes

Existing applications and systems often require regular enhancements and changes that keep them current with new technologies, security improvements, and changing business requirements. Although most enhancements and change projects may not be as large, costly

and complex as new system development, they consume significant resources and require the same level of project management discipline as new projects.

The process to analyze the requirements of an enhancement or change project, to assess the project's impact on the project portfolio, and the financial requirements mirror the processes for new projects.

Ad hoc Requests for a Short-term Effort

There will be times when Agency business leadership determine the need for a technical resource for short-term activities or initiatives that do not rise to the level of a formal project. Examples of technical resources that may be needed to augment existing staff include business analysts, network designers, programmers, developers, or architects.

To meet this need, the Agency business unit will work with the Agency-based CIO to determine the best approach for acquiring the appropriate resources. The Agency-based CIO will then facilitate the contracting process utilizing the appropriate procurement process, depending on the resource, i.e., contracting with MN.IT Services, ASAP-IT, or one of the other state contracting mechanisms.

Project Management and Oversight Processes

MN.IT Services provides professional project managers to lead projects from initiation through execution in a manner that meets the priorities of Agency business leadership and the policies and standards of the State for project and portfolio management.

In delivering this service, the assigned project manager will be responsible for the following activities:

- Prepare the project charter, project plan, and project status documents
- Plan tasks, identify resource needs
- Perform project risk management
- Assign planned tasks to staff and contractors assigned to the project
- Monitor progress and regularly report status
- Lead project change management and communications
- Log and track project issues
- Facilitate project-related decision-making
- Cooperate with Agency business unit to facilitate a smooth transition to operational support
- Coordinate with MN.IT Services' Information Standards and Security Risk Management Division to ensure compliance with project management policies, state architecture, accessibility, security and procurement standards, and statutory requirements. The policies are located on the MN.IT website http://mn.gov/oet/policies-and-standards/ (Policies and Standards)
- Manage the project budget

Project Management Policy and Statutory Compliance

In addition to project and program management for Agency-based IT projects, MN.IT Services' Enterprise Project Portfolio Management Division provides services that verify and review the application of project management best practices, policy, and statutory compliance for all Agency-based IT projects. As part of this oversight function, the Enterprise Project Portfolio Management Division meets with the Agency's project manager to determine the appropriate level of oversight required by policy and statutes. The Enterprise Project Portfolio Management Division also assists the project manager with acquiring resources to perform required risk management and project audit activities as needed for projects that meet the thresholds for this requirement.

Requesting Projects and Initiatives

The following pages describe the process by which Agency business units and/or leadership request project and initiatives services or changes at the Agency.

In FY2013, MN.IT Services will be developing a standard process for all project and service requests regardless of location. When that process is available, this Service Level Agreement will be amended to reflect the changes.

Office of Higher Education Projects and Initiatives Details

MN.IT @ Office of Higher Education Project Management Office (PMO)

The MN.IT@ Office of Higher Education PMO has the following processes and procedures related to the services outlined in Section 5: Projects and Initiatives.

General Information

MN.IT @ Office of Higher Education does not have a formal Project Management Office.   Project management services are provided by the Agency-based CIO and IT application development staff.

Contact Information

PMO Name	N/A
Business Hours	
Contact Name	
Phone Number	
Email Address	

Project Requests

MN.IT@ Office of Higher Education PMO has established the following process or procedure for requesting an IT project:

Requests for new applications and systems, as well as significant enhancements and changes to existing systems, are agreed to between the manager of the appropriate business unit and the Agency-based CIO. If the initiative will require the utilization of resources that cross business units, the approval of the agency Deputy Commissioner is required.

Project Portfolio Management

MN.IT@ Office of Higher Education PMO has established the following process or procedure and governance for prioritizing, authorizing, and monitoring the agency portfolio of IT projects:

The Agency-based CIO will be the contact for the MN.IT Services' Enterprise Project Portfolio Management Division to determine the appropriate level of oversight required by policy and statutes.

Project Management

N/A

Section 6: Service Financial Information

Service Financial Information

Introduction

This section of the SLA defines an agency's total IT budget consisting of the cost of agency-based IT and the cost of centrally provided IT services.   The FY14 agency IT budget was determined in consultation with the agency CFO and as confirmed with the State CIO.

- For those agencies that have had their IT financial responsibilities transferred to MN.IT Services, the agency-based IT portion of the budget has been recorded in and will be invoiced through a temporary interagency agreement dated June xx, 2013 until such time as individualized rates are approved by MMB. For those agencies whose finances are not yet consolidated, agency-based services will be paid for directly by MN.IT through agency FinDeptIDs with IT attributes.

- The portion of the budget for centrally provided IT services is an estimate based upon expected demand and historical order patterns. The billing of centrally provided IT services will be based upon application of usage-based and fee-for-service rates approved by MMB.

MN.IT Services has adopted a new service costing model for IT, M-PWR that has been used to calculate rates for centrally provided services. The tool will also be used to calculate service rates for agency-provided IT services once an agency's IT financial responsibilities have been transferred to MN.IT and the agency's local and unique rates have been approved by MMB. The use of this tool will be expanded in the future to include calculation of all agency IT rates, budgets, forecasting, and reporting.

Benefits for Business

This analysis and view of current service costs has many benefits for the Agency's business leadership, particularly at the point and time where IT management and responsibility is shifting to a central IT organization. The purpose of this document, therefore, is to help:

- Customers understand and track the costs currently associated with the services they currently get, thus increasing ongoing understanding and accountability for MN.IT Services to the agency customer.

- Agency business leadership use the information to plan and prioritize how information technology serves the business units and priorities of the organization.

Benefits for IT

Service costing has become the standard of the information technology industry and provides many benefits to MN.IT Services in its responsibility to meet the intent of the consolidation law.

- MN.IT can evaluate service costing across all of its agency offices, allowing a global analysis of spending trends, cost fluctuations, and gaps.

- This analysis sets a baseline for setting service delivery standards within a newly consolidated organization, allows a better competitive market comparison for sourcing decisions and identifies opportunities for service improvements and efficiencies.

- The model provides a mechanism for instituting accountability enterprise-wide for service levels and costs, and a foundation for future service level reporting.

- The model provides a baseline for measuring and quantifying future savings as efficiencies are realized over time through consolidated activity.

- Comparing service costs across the enterprise helps to identify areas of under-spending that need to be addressed.

- Aligning costs with services begins for MN.IT Services a "to do" list for systems and asset investment for such issues as legacy systems, security and business continuity remedies, etc. and is the foundation for investment prioritization in alignment with the Minnesota IT Master Plan.

More Accurate Data for Improved Decision-Making

There has been continuing progress in the State's ability to account for how IT dollars are spent across the board. As we have the opportunity to review and analyze the data across all agencies, two important outcomes will emerge:

1) A foundational baseline that will help MN.IT Services to deliver IT more effectively and efficiently across the executive branch.

2) Data that will enable better decision-making at both the agency and stakeholder level on the most effective IT investments for the business of the State.

Evolution of the Costing Model

IT Costing Model: October 2011

As a pre-requisite for meeting the legislative mandate to transfer authority for information technology budgets and personnel to the Office of MN.IT Services, it was necessary first to define the agency dollars that accompanied the change.

To accomplish this by the mandated deadline of October 2011, agency financial staff and leadership worked together with MN.IT to analyze available data and arrive at a definition of the personnel, dollars and activity that would be considered "in scope" for consolidation.

Agency fiscal and leadership staff collected financial information on planned IT Spend for fiscal years 2012 and 2013. This self-reported information was validated against prior years' actual financial reports, IT spend reports, and through in-person interviews with agencies' fiscal and other leadership staff.

The resulting total costs were outlined in the October 2011 interagency agreement that officially transferred authority for the IT budget and personnel.

The October 2011 cost evaluation was a significant step forward in the State's ability to identify and quantify the entire IT spend for the executive branch. It allowed MN.IT and the agency to agree to an acceptable and reasonable level of spending that would meet the agency's needs in an "as is" scenario for FY12.

In the following pages, you will find the Agency's final spend as depicted in the October 2011 interagency agreements.

IT Costing Model: Initial Interagency Agreement/SLA

For this phase of the consolidation, MN.IT Services used the self-reported financials for FY2013 (above) and converted the financial information from an "account code" view to the defined set of services in this Service Level Agreement (**Standard IT Services**, **Applications**, **Projects and Initiatives**). The costing model for each service includes the following:

- **Directly attributable costs**: Costs that are directly attributable to a given service were attributed to that service. Large expenses such as telecom, software, hardware, professional technical contracts, etc., were given greater scrutiny.

- **Allocated costs**: Smaller expenditures, miscellaneous expenses and/or costs that are not clearly attributable to a single service have been allocated across all services by a formula based on the relative size of the service.

IT Costing Model: M-PWR(NICUS)

In March 2013, MN.IT adopted a new IT financial management tool called M-PWR (NICUS). This tool embodies a systematic and integrated approach to performing IT budgeting, cost allocation (service rate development), forecasting, and reporting. The first phase currently being implemented is for service rate development for both centrally provided and agency-based (local) IT costs. Follow-on phases will include budgeting, forecasting, and reporting. An important part of the implementation of M-PWR will be the building of interfaces with statewide systems such as SWIFT, SEMA-4, and BPAS. Some of the key attributes of the cost allocation model are as follows:

- A new chart of accounts (COA) was established for MN.IT Services based upon a service reference model that allows IT costs to be captured in the appropriate functional "buckets".

- The cost allocation tool has the ability to then assign these costs directly to individual services - IT standard services, projects, and applications - for a view of costs per service. These services include the underlying infrastructure costs, which are allocated according to established unit volumes/metrics.
- The rates for a given service are calculated as the sum of direct and indirect allocated costs per the relevant metric (unit volume).
- Rates are calculated for centrally provided services as well as for agency-based IT services for a combined service total to be billed back by MN.IT Services.
- Initially, the NICUS tool will be used to verify and provide a lookback to agencies for their service costs but will not be the official billing tool until implementation of the system is complete. Until that time,
    - All agencies will continue to receive three invoices for centrally provided services through the existing billing system: Computing, WAN, and Voice.
    - Agencies that have transferred financial responsibility to MN.IT (Phase One) will also receive a bill for locally provided services based on a temporary Interagency Agreement and an unofficial "lookback" invoice that shows a view of costs per service
    - Agencies that have not yet transferred financial responsibility to MN.IT will have their agency-based office expenses paid directly by MN.IT and assigned to agency FINDepIDs with IT attributes until their local rates are approved. These agencies will also receive a "lookback" invoice during FY14 that will provide a view of their IT costs.

Service Billing and Procurement

This document does not represent an invoice. It is an accounting of the Agency's current IT budget by account classification for agency-based IT and a single line item for centrally provided IT services based upon an agency forecast.

The financials contained in this SLA include all IT, regardless of source, including those services provisioned at the Agency, centrally and/or by a third party.

Agency-specific services: All Agency-specific IT service activity and expenditures will be managed by the Agency-based CIO within the Agency's identified IT budget.

Centrally provided MN.IT services: Services managed and/or provided centrally will be billed to the Agency by MN.IT Services, based on the published FY14 rate package. Costs for such services have been accounted for and will go against the Agency's IT budget, like all other costs.

Biennial IT (BIT) and Odyssey projects: Biennial IT (BIT), i.e. legislatively approved IT projects and   Odyssey projects related to a particular agency are included as separate line items at the bottom of the FY14 Planned IT Spend by Account Class and FY14 Cost by Chart of Accounts (COA). BIT projects typically involve an agency component and an IT budget as provided by legislation or as agreed to between the agency and MN.IT. Only the IT portion is factored into the agency IT budget. Odyssey (2001 Fund) projects typically consist of funds contributed by agencies for a specific agency IT purpose. Only Odyssey projects related to a particular agency are included in the total agency IT budget. BIT and Odyssey budgets are included in the total Agency IT Budget in order to reflect total agency IT spend.

Procurement: Procurement of IT commodities and IT contracts will commence on July 1, 2013 for agencies whose finances have been consolidated, and by the end of the first quarter, FY14 for all other executive branch agencies. For consolidated agencies, the purchases will be coded in the MN.IT chart of accounts such that they will be accounted for in the individual agency-based office IT Spend. For agencies that have not yet consolidated their IT finances, purchases will initially be made by MN.IT on behalf of the agency-based office, but accounted for against the Agency's (non MN.IT) chart of accounts and funding.

As decisions are made on new projects or service levels throughout the year, the Agency-based CIO will work with the Agency to evaluate the costs associated with those changes, and the implications the changes will have on the Agency's budget. When budget changes are made, this SLA will be modified. See Section 1 for IT budget changes ("Acceptance, Amendments, and Termination"). A more detailed budget/SLA change process is being developed and will be distributed when it is complete

Office of Higher Education Service Costing Details

FY14 Planned IT Spend by Account Class

The following table provides the specific IT service costing for your agency as well as the estimated cost of centrally provided IT services. The IT costs include IT spend by all funds including federal, general and special revenue funds. It includes on-going IT projects as well as agency-related BIT (Biennial IT) and Odyssey projects for FY14:

.

FY14 Budget - MN.IT @ Agency

Account Class	Acount Class Description	FY14 Budget
41000	Full-Time Salary & Fringe*	440,311
41030	Part-Time Salary & Fringe	0
41050	OT & Premium Pay	0
41070	Other Employee Costs	0
	Total Personnel	**440,311**
41110	Printing and Advertising	1,000
41130	Prof/Tech Services Outside Vendor	23,000
41145	IT Prof/Tech Services O/S Vendor	3,000
41150	Computer & Systems Services	38,000
41155	Communications	19,000
41160	Travel & Subsistence - Out State	3,000
41170	Travel & Subsistence - In State	2,000
41180	Employee Development	2,000
41190	Agency Provided Prof/Tech Serv	3,000
41195	IT State Agency Prof/Tech Serv	3,000
41300	Supplies	2,000
41400	Equipment-Captial Lease	0

Account Class	Account Class Description	FY14 Budget
41500	Repairs, Alterations & Maintenance	10,000
42000	Agency Indirect Costs	0
42010	Statewide Indirect Costs	1,000
42020	Attorney General Costs	0
42040	Agency Direct Costs	0
43000	Other Operating Costs	0
44100	Payments to Individuals-Med-Rehab Client	0
44110	Payments to Individuals-Not Med Rehab	0
47040	Intangible-Capital	0
47060	Equipment-Capital	0
47160	Equipment-Non-Capital	50,000
47010	Building-Improvement-Capital	0
44130	Aid-Grants to Counties	0
44140	Aid-Grants to School Districts	0
44155	Aid-Grants to State Agencies	0
44200	Distrib of Amounts Collected	0
	Total Non-Personnel	**160,000**
	Total @ Agency FY14 Budget	**600,311**
	Centrally Provided IT Services	**79,000**
	Sub-Total Agency IT Budget	**679,311**
	Total BIT	**0**
	Total Odyssey Fund	**0**
	Total Agency IT Budget	**679,311**
	Items Not Included in IT Budget:	
41100	Space Rental, Utilities, & Maintenance - Item Not Included in IT Budget	44,000

BIT, Odyssey Fund, Budget Change Details

Detail	Spend

FY 14 Costs by Chart of Accounts (COA), June 2013

The following chart shows the direct salary and non-salary cost of agency-provided IT services as assigned by the agency CIO to the chart of accounts (COA). The total amount of centrally provided IT services estimated by the agency is shown as a single line item in order to arrive at a total agency IT spend:

Service Type	Salaries	Prof/Tech	Software	Telecommunications	Hardware	Repairs & Maintenance	All-Other Non-Salary	Total Expense by Type
Standard IT Services	121,076	9,000	26,000	19,000	50,000	0	3,000	228,076
Client Computing	9,495	0	0	0	50,000	0	2,000	61,495
Enterprise Unified Communication & Collaboration	0	0	0	0	0	0	0	0
Contracted Telecom Service (CTS)	0	0	0	0	0	0	0	0
IP Services	0	0	0	0	0	0	0	0
Contact Center MN (CCM)	0	0	0	0	0	0	0	0
LAN Services - Facilities	0	0	0	0	0	0	0	0
WAN/MAN Services - Facilities	0	0	0	0	0	0	0	0
Service Desk	0	0	0	0	0	0	0	0
Infrastructure	111,581	9,000	26,000	19,000	0	0	1,000	166,581

Service Type	Salaries	Prof/Tech	Software	Telecommunications	Hardware	Repairs & Maintenance	All-Other Non-Salary	Total Expense by Type
Applications								
Application Development & Support	198,018	23,000	12,000	0	0	10,000	6,000	249,018
Applications - Infrastructure	121,217	0	0	0	0	0	0	121,217
Projects & Initiatives	0	0	0	0	0	0	0	0
Leadership	0	0	0	0	0	0	2,000	2,000
Total@Agency IT Costs	440,311	32,000	38,000	19,000	50,000	10,000	11,000	600,311
Centrally Provided IT Services	0	0	0	0	0	0	0	79,000
Sub-Total Agency IT Budget	440,311	32,000	38,000	19,000	50,000	10,000	11,000	679,311
Total BIT	0	0	0	0	0	0	0	0
Total Odyssey Fund	0	0	0	0	0	0	0	0
Total Agency IT Budget	**440,311**	**32,000**	**38,000**	**19,000**	**50,000**	**10,000**	**11,000**	**679,311**

Section 7: Information Security

Information Security

Statutory Responsibilities for IT Security

The State of Minnesota recognizes that information is a critical asset. How information is managed, controlled, and protected has a significant impact on the delivery of state services and is vital to maintaining the trust of those that provide data to the State and/or use state programs. Information assets held in trust by the State must be protected from unauthorized disclosure, theft, loss, destruction, and alteration. Information assets must be available when needed, particularly during emergencies and times of crisis.

It is for this reason that Minnesota Statutes, Chapter 16E requires the State Chief Information Officer (State CIO) to define cyber security policies, standards, and guidelines for the executive branch. It is also why those policies are required to be embedded in all executive branch services, systems and processes. Minnesota Statute also gives State CIO authority to install and administer security systems for use by all.

Protecting our digital infrastructure at a reasonable level of risk is the goal. Presently, the State faces a high level of risk due to an inadequate historical investment in security tools, people and processes. At its current funding level, the State's investment in security stands at 2 percent of its total IT budget, compared to an industry standard of 5.4 percent – 6.2 percent. Current levels of security within state agencies are inconsistent and, in some cases, inadequate.

Consolidation of IT services will significantly improve the security profile of the State and make the achievement of an appropriate level of risk more affordable. As consolidation of IT continues and a thorough evaluation takes place, more accurate analysis of individual agency security levels will be available. Long term, however, the executive branch will need to invest more in information security to ensure that key security services and risk levels are standard and acceptable across all agencies, regardless of size and resources.

Enterprise Security Program Framework

MN.IT Services' Enterprise Security Program exists to set the policies and standards that will protect executive branch information assets and ensure compliance with all state and federal regulatory requirements. The Enterprise Security Program uses the 800 series of publications by the National Institute of Standards and Technology's (NIST) as a framework. The NIST 800 series has been adapted to accommodate the unique model of Minnesota's government.

The information security program is divided into four components that contain high-level policies and a series of implementing standards. These policies are located on the MN.IT Services website at http://mn.gov/oet/policies-and-standards/information-security/ Information Security Policies

Enterprise Security Governance

In order to implement the Enterprise Security Program, the State CIO delegates all security-related responsibilities to the State Chief Information Security Officer.

The IT Governance Framework (June 2012) outlines the process for making decisions that impact the risk posture of the executive branch. New policies and standards are reviewed and approved using the processes in the IT Governance Framework. Periodic review of all existing policies and standards will be conducted at least once every two years through the processes described within the framework.

Role of Agency-based CIO

It is the role of MN.IT Services Agency-based CIO to ensure that all Enterprise Security Program policies and standards are met in delivering IT services and managing IT facilities, systems and applications within the Agency.

It is also the responsibility of the Agency-based CIO to manage Agency-based systems and services to an acceptable level of risk as determined in consultation with the business leadership, and in accordance with applicable state and federal policies and regulations. This may include policies and standards that have not yet been addressed by the Enterprise Security Program and/or policies more stringent than those outlined by the Enterprise Security Program. Agency-based CIOs will ensure that mitigating controls are in place to reduce risk to a level that Agency business leadership is willing to accept.

Role of Business

It is the responsibility of Agency business leadership to understand and accept risk, in consultation with MN.IT Services Agency-based CIO, for the services and applications in its portfolio. It also is the responsibility of Agency business leadership to ensure that at least the minimum state policy requirements for security can and will be met at the Agency level.

Through defined governance processes, Agency business leadership has an opportunity to participate in the design and implementation of the policies, standards, and security systems that are required for the executive branch.

Role of MN.IT IT Standards and Risk Management Division

The MN.IT Services IT Standards and Risk Management Division is responsible for the management of enterprise security governance, for monitoring and enforcing compliance with executive branch policies and for the strategic and tactical planning of the Enterprise Security Program. The division is also responsible for planning and/or approving appropriate security services for all executive branch entities. These security services include both Standard IT Services, which are directly used by agencies and Enabling IT Services, which are incorporated within other services and not necessarily visible or "consumable" by the customer. Table 7-1 describes all the information security services provided by MN.IT and outlines whether each service is a Standard IT Service (described further in section 3) or an Enabling IT Service.

Table 7-1
Types of Information Security Services Provided by MN.IT Services

Security Service	Service Description	Service Type
Information Security Program Management	Responsible for the planning, oversight, and coordination of all information security activities, including the development of enterprise-wide policies and standards	Standard
Secure System Engineering	Responsible for designing appropriate security controls in new systems or systems that are undergoing substantial redesign, including both in-house and outsourced solutions	Enabling
Information Security Training and Awareness	Responsible for providing employees at all levels with relevant security information and training to lessen the number of security incidents	Standard
IT Service Continuity	Responsible for ensuring that critical business functions will be available in a time of crisis	Standard
Information Security Compliance	Responsible for validating that information security controls are functioning as intended	Enabling
Information Security Monitoring	Responsible for gaining situational awareness through continuous monitoring of networks and other IT assets for signs of attack, anomalies, and inappropriate activities	Enabling
Information Security Incident Response and Forensics	Responsible for determining the cause, scope, and impact of incidents to stop unwanted activity, limit damage, and prevent recurrence	Standard
Vulnerability and Threat Management	Responsible for continuously identifying and remediating vulnerabilities before they can be exploited	Enabling
Boundary Defense	Responsible for separating and controlling access to different networks with different threat levels and sets of users to reduce the number of successful attacks	Enabling
Endpoint Defense	Responsible for protecting information on computers that routinely interact with untrusted devices on the internet or may be prone to loss or theft	Enabling
Access Control to Systems	Responsible for managing the identities of users and devices and controlling access to resources and data based on a need to know	Standard
Physical Security	Responsible for protecting information systems and data from physical threats	Enabling

Section 8: Force Majeure and Performance Exceptions

Force Majeure & Performance Exceptions

Neither party shall be responsible, or considered in default in the performance of its obligations, for failure or delay of performance, including failure to satisfy service availability levels/objectives, if caused by: (1) scheduled downtime to perform routine, non-emergency or emergency maintenance on MN.IT-provided services; (2) downtime on non-production systems; (3) factors outside of the party's reasonable control, including any force majeure event as defined below; (4) equipment, software or other technology not within MN.IT's direct control; (5) service suspensions or termination of Agency's right to use the MN.IT-provided services in accordance with the Agreement.

Force majeure events include, but are not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest or riot, acts of terror, acts of war, acts of hostility or sabotage, strikes or other labor problems including a government shutdown, Internet/telecommunications service provider or power/electrical failures or delays, and other events outside the reasonable control of the obligated party.

Both parties will use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Agency's obligation to pay for programs delivered or services provided.

Appendix A: Related Information

Related Information

Covered Entities

This SLA describes services provided to the following entity(ies): Office of Higher Education

Standard Documentation

The following documents provide additional information regarding MN.IT Services:

- Minnesota Statutes chapter 16E Office of MN.IT Services
  <https://www.revisor.mn.gov/revisor/pages/statute/statute_chapter_toc.php?chapter=16E>
- Enterprise Technology Fund 5500 Rate Schedule 2014
- State of Minnesota IT Master Plan, <http://mn.gov/oet/governance/strategic-plans/strategic-plans.jsp>
- Operational documents/information on
  MN.IT website <http://mn.gov/oet/index.jsp> (<http://mn.gov/oet/index.jsp>)
- Minnesota IT Governance Framework available on the MN.IT website
  http://mn.gov/oet/governance/igov/gov-structure.jsp

Agency Specific Documentation

The following documents provide additional information specific to Office of Higher Education operations:

Document Name:	Appropriate Use of Electronic Communication and Technology
Link:	http://intranet.ohe.state.mn.us/pdf/ElecCommPolicy.pdf
Additional Information:	As of August, 2012, the Agency-based CIO for the Office of Higher Education shall be the incumbent Agency-based CIO at the Department of Education. This business relationship shall be reviewed in January 2013 to determine its appropriateness and effectiveness. Between August, 2012 and January of 2013, the Agency-based CIO agrees not to make staffing or budget decisions without the full knowledge of the Deputy Commissioner at Office of Higher Education. In the absence of legitimate deficiencies in services delivered to the Office of Higher Education by the incumbent Agency-based CIO , this relationship will continue until the next negotiation of the Service Level Agreement, at which time it may become permanent. In the interim, all Agency-based CIO Roles and Responsibilities set forth in Section 1 of this SLA shall apply to the Office of Higher Education.

Appendix B: Definitions

Definitions

SLA Glossary of Terms

Account Manager: Person assigned to each Agency as a central point of contact from the customer service team

Account Team: Customer service team assigned to each Agency

Agency: Executive Branch Business

Agency Business Division: Primary unit within the agency structure that uses the application

Agency-based Chief Information Officer: The chief information officer located at each agency. For purposes of the Service Level Agreement, the Agency-based CIO also means the Designated IT Lead. The Designated IT Lead means the person assigned to represent MN.IT Services at the agency in lieu of a chief information officer, and may be an employee of another agency.

Agency Applications: Applications and IT services provided by an Agency in support of their customers and business

Agency Threshold: A service threshold that is specific to an Agency, and is different than the documented Standard Threshold

Application Name: How agency staff commonly refer to the application

Attended Hours of Operation: Times when the application should be available for use

Centers of Excellence: A collection of services that is recognized as the lead service provider and available for all executive level agency usage

Change Windows: Scheduled times when IT services may be unavailable while planned changes are being implemented

Cost Model: An financial review of an Agencies IT budget showing Applications, Projects and IT Services

Critical Success Factors: A metric that reports on how effective a particular service is operating

Criticality: Impact if the application becomes unavailable because of an unplanned service incident.

Critical-1 Procedures: Highest level incident/outage, which will follow a specific set of instructions to restore the service and manage communications

Downtime refers to periods when a system is unavailable. Downtime or outage duration refers to a period of time that a system fails to provide or perform its primary function.

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

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

Emergency Maintenance: A change window requested for unplanned maintenance to correct a system outage

Enabling IT Services: IT Services provided by MN.IT that are in support of the Business Standard Services. Examples would be Hosting, Storage, Networking, and Data Center Facilities

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

IT Consolidation Act: Legislation passed in the 2011 Special Session that consolidated IT from the Executive Branch State Agencies into one organization. Laws of Minnesota 2011, First Special Session chapter 10, article 4.

Management Control Policies: These policies are in place to address RISK throughout the lifecycle of the State's information assets

Metric: A key measure used to communicate how a service is being delivered

Metric Definition: The working definition of a metric

Office of MN.IT Services: Executive branch Agency responsible for delivering IT to all Executive Branch State Agencies

Operational Control Policies: Defines a class of security controls implemented and executed by individuals

Outage when a service is interrupted.

Prioritization: As part of the Incident Management and Service Request Process, each ticket will be classified and assigned a Priority according to its expected Service Level, as well as the number of people being impacted. This will help establish its place in the work and service request queues.

Program Policy: Identifies the overall purpose, scope and governance requirements of a program as a whole

Projects and Initiatives: A list of approved efforts to develop new applications and make changes to existing applications and services

Recovery Time Objective (RTO): The maximum period of time available for recovering an application before there is a significant impact on the agency.

Scheduled Downtime means those times where MN.IT Services notifies agencies of periods of Downtime for Scheduled Maintenance at least five days prior to the commencement of such Downtime.

Scheduled Maintenance: Regular scheduled times for MN.IT staff to perform maintenance to applications and services

Service Availability: The amount of time an application is 'up' during its required availability hours. This is reported as a percentage, e.g. 99.5% or 99.9%. To calculate the service availability:

$$\frac{\text{Required monthly minutes of availability} - \text{minutes of monthly outage}}{\text{Required monthly minutes of availability}} \times 100$$

- ▪ **Required monthly minutes of availability** =

  # of days in month application is required x hours required each day x 60 minutes
  - • **Minutes of monthly outage** = Average historical monthly downtime of application (not including planned maintenance)

Example: Application X has an availability requirement from business of 9 hours a day/5 days a week and has a historical average of 30 minutes of downtime per month. To calculate its service availability:

Required monthly minutes of availability: 22 days x 9 hrs x 60 min = 11,880 min

Minutes of monthly outage = 30

*(11,880 – 30)/11,880   x 100 = **99.7%***

Service Costs: The cost associated with the delivery and support of a specific MN.IT service offering

Service Desk Activity: The work associated managing End User requests and incidents

Service Level Agreement: The documented agreement for delivery and support of MN.IT services between the Executive Agencies and the MN.IT staff

Service Level Objectives: The documented expectation measuring the actual delivery of a service

Service Levels: Measurements detailing the expected delivery of a service

Service Metrics: Specific measures established for each Service being delivered

Service Performance Reports: Regularly published reports depicting actual Service Results using identified metrics

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

Services: A list of common tasks and activities performed by MN.IT in support of the Agency employees

Standard IT Services: Business facing services, typically available to all State of Minnesota employees, with approval. Examples are: Order new laptop, Request Access to an Application, Utilize Web Conferencing

Standard Threshold: The established Service Threshold (metric) available for a given Service offering

Support Hours and Availability: Published days of the week and hours of the day when a particular application or service is available for use, and for which support is readily available

Sustaining Documentation: A set of 4 documents which defines the foundation for the directions of the State's IT program. They include:
1. The comprehensive IT Service Level Agreement (this document)
2. The State of Minnesota Information and Telecommunications Systems and Services Master Plan
3. The Agency Centralized IT Reference Model
4. The State of Minnesota IT Governance Framework

Technical Control Policies: Defines a class of security controls executed or used by systems

Uptime is the time period during which the Service Element at the Agency endpoint and the shared infrastructure is fully functional.

Service Support Tiers

Incident Management Quick Reference

Priority

Priority	Description	Resolution Target	Notification/Communication	Media / Timescale
1: Critical	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. Critical-1 Incidents are usually (but not limited to) one of the following issues: ■ Enterprise e-mail or enterprise messaging outage or impaired service ■ State portal services down or impaired ■ VOIP/CCM/phone outage or impaired service ■ Mainframe or significant LPAR outage or impaired service ■ Network outage or impaired service impacting large subset of Users	2 Hours (24x7)	1. Incident submission 2. ACD updates 3. Email/phone updates* 4. Incident ticket updates 5. External media (e.g., reporters, newspaper) 6. Incident resolution 7. Incident closure * Email is the preferred medium; phone updates will be utilized as deemed appropriate	1. Automated email 2. Initial; then hourly 3. Initial notification; then hourly 4. Initial acceptance from assignee group within 15 minutes; updates every 30 minutes 5. As determined by the Communication Director and Executive Team 6. Email 7. Automated email

Priority	Description	Resolution Target	Notification/Communication	Media / Timescale
2: High	A priority of High will be assigned to any 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.	8 Hours (24x7)	1. Incident submission 2. Incident ticket updates 3. Email / Phone updates to submitter 4. Incident closure	1. Automated email 2. Initial acceptance from assignee group within 15 minutes; updates every 60 minutes 3. Every two hours 4. Automated email
3: Medium	A priority of Medium will be assigned to any 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.	2 Business Days	1. Incident submission 2. Incident ticket updates 3. Email / Phone updates to submitter 4. Incident closure	1. Automated email 2. Initial acceptance from assignee group within one business hour; updates every 4 business hours 3. Once per business day 4. Automated email
4: Low	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.	5 Business Days	1. Incident submission 2. Incident ticket updates 3. Email / Phone updates to submitter 4. Incident closure	1. Automated email 2. Initial acceptance from assignee group within one business day; updates every two days 3. Minimally twice during lifecycle of Incident 4. Automated email

Incident/Request Status Definitions:

Status	Description
Assigned	The Incident has been assigned to a support group. The Assignee Field is blank. Most tickets/requests are assigned to the Service Desk first. The Service Desk will analyze. Classify, and prioritize the Incident. The Service Desk will either resolve the incident/request or assign to the correct support group.
Accepted	Incident has been accepted by the Support Group and been assigned to an individual in the group to resolve the Incident.
Resolved	The Incident has been fixed with the resolution. The status will change to Resolved with Text in the resolution field and a selection from the menu of Incident/Cause. The Service Desk will confirm the resolution with the customer
Closed	The Service Desk will confirm Incident closure with the customer. Only the Service Desk staff can close Incidents in ARS. Only Incident Manager or Problem Manager can close Critical-1 priority incidents
Suspended Internal	The Incident is being monitored for future occurrences or the incident is awaiting a vendor action. A specific reason must be provided to set an incident to this status. A date/time must be provided for the incident to come out of this status.
Customer Pending	MN.IT is awaiting information from the customer before the Incident/Request ticket can be worked further by MN.IT. You are prompted for a specific and concise explanation of what is needed from the customer in order to set an incident to this status. A date/time must be provided for the incident to come out of this status. An email is sent to the customer with the specific details of what MN.IT needs from the customer in order to proceed

Appendix C: Standard IT Service Descriptions

Standard IT Service Descriptions

The following Standard IT Services have detailed services descriptions on the MN.IT Services website http://mn.gov/oet/support/ (Support >Agency Documentation).

- Connectivity and Mobility
  - Wireless
  - Virtual Private Network (VPN)
  - Cellular Services
- Enterprise Unified Communication & Collaboration
  - EUCC Email, SharePoint (Web Collaboration), Instant Messaging
  - Audio, Video & Net Conferencing
- Facility Services - Design Services
- Minnesota Geospatial Information Office (MnGeo)
  - Coordination and Professional Services
- Security Services
  - Program Management
  - User Identity Management
  - Access Control
  - Forensics
  - Incident Management
  - IT Service Continuity
- Voice Services
  - Dial Tone Services
    - Classic Voice
    - Private Branch Exchange Systems (PBXs)
  - Voice-Related Applications or Services
    - Voicemail
    - Contact/Call Center
    - Interactive Voice Response (IVR)
    - Interpretation
    - e-Fax Services
- Web Management
  - Web Server Management
  - Content Delivery and Migration
  - User Interface Design
  - Information Architecture
  - Accessibility
  - Geospatial Information Office (MnGeo)
- Workstation Management
  - Operating Systems
  - Hardware, Software, Peripherals

Appendix D: Enabling IT Services

Enabling IT Services

Hosting Services: Managed Hosting (Server and Virtualization) Support

Server Build and Installation: Install requested server

Server Operations: Provide 7 x 24 support of servers

Server Maintenance: Perform standard maintenance and patch management

Hosting Services: Managed Hosting (Storage and Backup Support)

Storage Installation: Install new storage equipment

Storage Operations: Provide 7 x 24 support

Storage Maintenance: Perform standard maintenance and patch management

Hosting Services: Facility Services

Data Center Operations and Management: Data center physical operations and support

Data Center Operations: Provide 7 x 24 support

Connectivity/Network Services: Network Infrastructure

WAN Management: Provide wide area network services

LAN Management: Provide local area network services

SAN Fabric Services: Provide connection services to storage

Connectivity/Network Services: Boundary Defense

Boundary Defense: Provide security for the networks

Connectivity/Network Services: Directory Services

Active Directory Services: Local active directory services in support of access management

Enterprise Active Directory: Active directory services in support of access management

Domain Name Services: Domain name management

Application & Integration Services: Application Development

Business and Process Analysis: Business process design and analysis

Systems Research and Selection: Review & recommend solutions based on requirements

System Design Application: System design services

System Build Application: System build services

System Testing Application: System testing services

Application Deployment: Deploy approved applications to the environments

MnGeo Development – Geospatial project oversight, data development and strategic planning

Application Development

 MnGeo Development: Geospatial project oversight, data development and strategic planning

Application & Integration Services: Application Management

Business application operations and support (COTS): Support commercial software

Application & Integration Services: Database Administration

Database design: Database design and modeling

Database Implementation: Implement databases

Application & Integration Services: Middleware Administration

Middleware Design: Middleware design services

Middleware Implementation: Implement and support middleware services

Application & Integration Services: Data Management

Records management: Record management services

Information Management: Access to systems information

Reporting and Decision Support: Access to data for reporting and decision support

Business Intelligence: Data analytics in support of the business

Security Services

 Security Monitoring Systems: Improve situational awareness

 Threat and Vulnerability Management: Mitigate known vulnerabilities

 Boundary Defense: Firewalls, routers and VPNs

 Security to Endpoints: Detect malicious software

 Physical Security and Threat Management: Technology and processes

Geospatial

MnGeo Service Bureau: Geospatial coordination services and professional services

COMPREHENSIVE IT SERVICE LEVEL AGREEMENT

Service Management Services: Service Desk

User Technical Assistance: Day to day technical assistance to users via the Service Desk

Performance Monitoring and Reporting: Monitoring systems performance and stability

Leadership & Supporting Services: IT Supporting Functions

IT Management: Day to day IT management of services

Strategic Planning: Forward looking strategic planning

Portfolio, Program and Project Management: PMO Services

Financial and Staff Management: Provide financial analysis and support

Governance and Customer Relationship Management: Liaison between IT and Agency Customers

Procurement, Deployment and Decommissioning: Manage purchasing requests

Access Control to Systems: Identity and Access Management

IT Service Continuity: Technology disaster recovery

Risk and Compliance: Validates Information Security Controls

Enterprise Architecture: Structure and Operation Definition

Secure Systems Engineering: Security Control Integration

Detailed service descriptions are available upon request.