

**MEMORANDUM OF UNDERSTANDING  
Between**

**The Montana Department of Corrections (COR)  
And**

**The Montana Department of Administration  
State Information Technology Services Division (DOA SITSD)**

**December 14, 2012**

**I. PURPOSE & PRINCIPLES**

- A. The purpose of this Memorandum of Understanding (MOU) is to define the support and procedures necessary to ensure high quality and timely delivery of DOA SITSD services to assist the Department of Corrections (COR) to provide a Student On-line Academic Resources (SOAR) program, which is designed to help transition offenders from prison to reentry in the community.
- B. This MOU sets forth the relationship between the DOA SITSD and COR and identifies the parties' duties and responsibilities regarding ongoing support of the Corrections Education Access program.

**II. COORDINATION AND COMMUNICATION**

- A. COR and DOA SITSD each recognize that the other has unique responsibilities under federal and state law. Given these important duties, abiding communication and coordination are critical to the successful implementation of this MOU.
- B. COR and DOA SITSD shall meet as needed to develop standards and procedures that will implement this MOU.

**III. BACKGROUND**

- A. COR has a requirement for SOAR at three locations in Montana: the Pine Hills Youth Facility in Miles City, the Montana Woman's Prison in Billings, and the Montana State Prison in Deer Lodge.
  - 1. COR intends to expand SOAR to the Riverside Youth Correctional Facility in Boulder later.
  - 2. COR may expand SOAR to the two regional prisons and one private prison when resources become available.
- B. DOA SITSD offered various options to accomplish these needs. COR and DOA SITSD agreed to the following solutions.:
  - 1. Individual Virtual Servers for each site with separate Virtual Local Area Networks (VLAN) for each site.
  - 2. Limited access to the Internet must be controlled and that will be set up and administered as outlined below.

3. The separate VLANs must be able to communicate with the State of Montana Data Center (SMDC), but not to each other.
4. Thin client computers will be utilized for all offender access.
5. Thin client computers will be connected via SummitNet switches, will not do 802.1x authentication, and will be billed manually via State Time and Billing.
6. COR requires DOA SITSD to do all initial set up, and then turn over day to day operation as defined by DOA SITSD and COR roles and responsibilities to COR personnel.
7. COR requires DOA SITSD to do any major Active Directory work such as building new future structures, Group Policies or Organizational Units and Groups.
8. COR requires DOA SITSD to design, implement, and maintain top-level, file server, directory structures and manage the permissions to those directories based on group permissions.
9. COR requires DOA SITSD to maintain and manage all Virtual Servers.
10. COR requires DOA SITSD to remotely install updates to thin client computers
11. COR requires DOA SITSD to manage licensing for Microsoft Office utilized by adult offenders, Server CALS, and remote desktop CALS.
12. COR requires DOA SITSD to implement time use restrictions via group policy.

## **IV MANAGEMENT CONTROL PROVISIONS**

### **A. COR Responsibilities**

1. COR is responsible for planning and documenting guidelines for the prioritization of security incident response actions. These should be based on business impact and provide communication guidelines so that in the event of a security incident, only the appropriate information is shared with the correct parties. A list of internal and external contacts, along with backups, will be provided to the DOA SITSD Service Desk to ensure proper COR staff is informed in a timely manner.
2. COR is responsible for administration of all Education ( is there a reason education is capitalized?) access user rights and privileges. All access requests for these two systems must go through COR.
3. COR teacher/leaders shall call DOA SITSD Service Desk directly for SOAR issues that they cannot solve. These will be named people with authority to do site changes such as AD additions, etc.
4. COR shall grant access to the server through cooperation with the DOA SITSD Service Desk:
  - a. define administrative rights to the server;
  - b. add and remove users to the server via Active Directory groups;
  - c. change user permissions via Active Directory groups;
  - d. implement/administer group policies; and
  - e. setup or remove remote desktop connection permissions for users.
5. COR shall manage licensing for Microsoft Office utilized by youth offenders.
6. COR shall manage licensing for AutoCAD software utilized by adult offenders.
7. As updates are available, COR shall work with DOA SITSD to make sure that its user licenses are up to date and shall work with any new versions. Sufficient notice of approximately 6 months will be given for any significant version updates.

8. COR shall request any expansion of existing sites or additional sites at least 60 days before needing them live, and will go through the standard order process.

**B. DOA SITSD Responsibilities**

**1. *ESB SITSD:***

Desktop Services

- a. purchase and configure the WYSE thin clients;
- b. purchase and configure WYSE Device Manager (WDM) management software to keep thin clients firmware updated; and
- c. purchase WYSE Remote Desktop Thin Client management (CALs)

Service Desk

- a. Act as central point of contact, provide first level support, and escalate incidents and service requests as appropriate.

**2. *ETSB SITSD:***

- a. create, install, and support the Virtual Machines, and documentation in accordance with the Service Catalog and plan design, and
- b. coordinate with COR and provide COR notification of planned and unplanned outages to all via Change Advisory Board (CAB) process.

**3. *NTSB SITSD***

- a. design, configure and install the network infrastructure to support , and
- b. network includes designing, setting up, and supporting the firewalls and isolated network segment within the scope of the project in conjunction with the Service Catalog.

4. DOA SITSD will give sufficient notice of approximately 6 months of any updates on versions of software and any hardware required. Both entities will work together to implement the mutually agreed upon updates and schedule for testing and implementation.

5. DOASITSD will provide to COR all licenses as agreed to in the pricing addendum that are not covered by Education discounts, such as the Server CAL, the Remote Desktop CAL, the MS Office Standard user license.

**V. MISCELLANEOUS TERMS AND CONDITIONS**

**A. Security Monitoring and Availability**

1. DOA SITSD shall monitor application, database, Network infrastructure systems, monitoring tool reports and logs in order to report, analyze, and respond to security incidents.
2. DOA SITSD provides seven days a week, twenty-four hours a day, staffed environment for system monitoring. Base Monitoring includes: system availability (measured by a ping command), general CPU, memory and disk usage. Out-of-the-box reporting on the base metrics is available at additional charges as outlined in STISD's service catalog.

3. DOA SITSD shall send any alerts or customer notification to the COR help desk as is the current procedure. These will be generated on an 8x5-business day basis.

#### **B. Service Support**

1. The DOA SITSD Service Desk provides a single point of contact to resolve and facilitate incidents, problems and services. COR will be the first line of support for SOAR.
2. The Service Desk hours are 8:00 AM - 5:00 PM Monday through Friday. The phone number is (406) 444-2000 or 800-628- 4917. Outside of these hours, standby-support via the EOC is available for critical problems by calling the above telephone numbers.
3. COR may also submit a problem or service request by using Service Desk online at: ServiceDesk.mt.gov. Problems or service requests submitted via Online Service Desk will be responded to from 8:00 – 5:00 PM Monday through Friday, excluding state holidays, when it is closed.
4. Recovery in a natural or “Act of God” occurring disaster will be on a “best effort” basis and will be attempted after critical and emergency services are restored.

#### **VI. Renewal/Amendment**

- A. This project is federally funded until June 20, 2013. After that date, if the project is successful, funding will be part of COR’s normal budget and this MOU will continue on a month- to- month basis subject to the termination rights described in this MOU. Thereafter, unless it has been previously terminated, the parties will review this MOU every two years.
- B. Any party can terminate this MOU, or any location, without cause upon 30 days’ written notice to the other parties. COR shall pay any costs incurred by DOA SITSD because of a breach by COR. DOA SITSD shall bill COR for these costs, and COR shall pay the costs within 30 days of receipt of the bill.
- C. This parties may amend this MOU only if done in writing signed by an authorized representative of COR and DOA SITSD.

#### **VII. Default**

- A. COR acknowledges that any violation of the terms of this MOU may result in termination of the services provided by this MOU. Upon the occurrence of any event of breach, DOA SITSD may take the following action:
  1. Give written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater or lesser specification of time, 10 days from the date of the notice; and if the event of breach is not timely remedied, terminate this MOU immediately upon giving notice of termination.

B. COR shall pay any costs incurred by DOA SITSD because of a breach by COR. DOA SITSD shall bill COR for these costs, and COR shall pay the costs within 30 days of receipt of the bill.

**VIII. Statutory Termination**

The DOA SITSD, pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that does not comply with the State Strategic Plan for Information Technology, a Department's Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of Agreement execution.

**Points of Contact**

DOA SITSD Business Contact	DOA SITSD Technical Contact	Customer Contact	Customer Help Desk contacts
Cheryl Pesta (406) 444-0252 cpesta@mt.gov	Service Desk 444-2000 or 800-628-4917 servicedesk@mt.gov	Jon Straughn (406) 444-1706 jstraughn@mt.gov	COR Service Desk 444-4234 corhelp@mt.gov

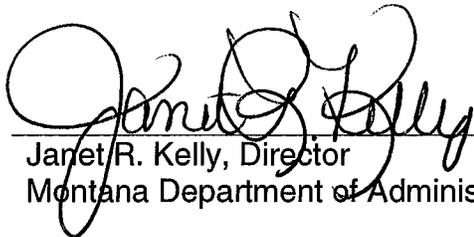
**Approvals:**

  
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 Mike Ferriter, Director  
 Montana Department of Corrections

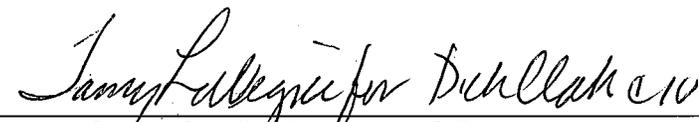
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 John Daugherty, CIO, Administrator  
 Montana Department of Corrections

12-14-2012  
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 Janet R. Kelly, Director  
 Montana Department of Administration

12-17-12  
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 Date

  
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 Dick Clark, Chief Information Officer  
 State Information Technology Services Division  
 Montana Department of Administration

12/14/2012  
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