

## **MEMORANDUM OF UNDERSTANDING (MOU)**

**THIS AGREEMENT** is entered into by and between the State of Montana, Department of Corrections, (COR), whose address and phone number 5 S. Last Chance Gulch, Helena, MT and (406) 444-3930 and Department of Administration, State Information Technology Division, (SITSD), whose address and phone number are 125 N. Roberts, Helena, MT and (406) 444-2700.

### **1. PARTIES AND PURPOSE OF AGREEMENT**

- 1.1 Term.** The MOU's initial term is upon execution through June 30, 2021, unless terminated earlier as provided in this MOU.
- 1.2 Renewal.** This MOU may be amended or renewed upon mutual agreement of the parties in writing.
- 1.3 Purpose.** The purpose of this MOU is to describe financial arrangements between the parties regarding the AmpliFund software-as-a-service grant management platform (Services).
- 1.4** In the event of use of the Services by third parties, COR shall be responsible for ensuring that such third parties comply with the terms and conditions of the AmpliFund MSA. As between COR and SITSD, COR shall be responsible for a breach of the AmpliFund MSA by such third parties. No warranties shall be made by COR to any third party on behalf of SITSD.
- 1.5** The AmpliFund SaaS grant management service will be set up, operated, and supported by AmpliFund. This MOU is not intended to and shall not be construed to give AmpliFund any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein.

### **2. SERVICES AND/OR SUPPLIES**

- 2.1** SITSD will charge COR via a one-time Pass Through of \$101,489.00 for the initial term of the AmpliFund software-as-a-service grant management platform. If COR exceeds the professional service hours/cost defined in that agency's SOW, the agency will be responsible for any/all additional professional service costs.
- 2.2** SITSD is responsible for establishing and managing the Amplifund Master Subscription Agreement with AmpliFund. Upon receipt of an approved agency ITPR and copy of signed SOW, SITSD is also responsible for issuing the AmpliFund purchase order to SHI on behalf of COR.
- 2.3** COR is responsible for reviewing the AmpliFund SOW and making sure that COR can comply with the terms of the SOW and that the licensing and level of effort specified in the SOW shall meet that agency's needs for onboarding and use of the AmpliFund platform. COR is also responsible for signing the SOW and submitting the required ITPR.

### **3. LIAISONS AND SERVICE OF NOTICES**

**SITSD and State Agency Contacts.** All coordination on either party's behalf must be through a designated contact. SITSD shall designate a contact for coordination of SITSD's work and services. Written notices, requests, complaints, or any other issues regarding this MOU should be directed to the contact and copy Bradley Runnion at [brunnion@mt.gov](mailto:brunnion@mt.gov).

Bradley Runnion is SITSD's contact

Natalia Bowser is State Agency's contact

125 N. Roberts Street, Room 229

Helena, MT 59620

406-444-0109

[brunnion@mt.gov](mailto:brunnion@mt.gov)

5 S. Last Chance Gulch

Helena, MT 59620

406-444-4244

[nbrowser@mt.gov](mailto:nbrowser@mt.gov)

#### **4. CONTRACT TERMINATION**

- 4.1 Termination for Convenience.** Either party may, by at least thirty (30) days written notice to the other party, terminate this MOU without cause. For clarification, COR will not receive a refund of any prepaid fees if this MOU is terminated prior to expiration of the term.
- 4.2 Reduction of Funding.** Either party must, by state law, terminate this MOU if funds are not appropriated or otherwise made available to support continuation of performance of this MOU in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the budgeting process to support continued performance of this MOU (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the parties shall terminate this MOU as required by state law. The terminating party shall provide the other party the date termination shall take effect. For clarification, COR will not receive a refund of any prepaid fees if this MOU is terminated prior to expiration of the term.
- 4.3 Noncompliance with Department of Administration Requirements.** The Department of Administration, under the provisions of 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of MOU execution.

#### **5. SCOPE, ENTIRE MOU**

This MOU consists of three numbered pages, any attachments as required, and as amended, and SITSD's Service Catalog if applicable. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

**6. EXECUTION**

The parties through their authorized representatives have executed this MOU on the dates set out below.

**STATE OF MONTANA**  
**DOA/SITSD**  
**125 N. Roberts Street, Room 229**  
**Helena, MT 59620**

**STATE OF MONTANA**  
**Dept. of Corrections**  
**5 S. Last Chance Gulch**  
**Helena, MT 59620**

BY: Tim Bottenfield, State CIO

BY: Jon Straughn, Dept. of Corrections CIO

DocuSigned by:  
*Tim Bottenfield*  
5618EC5E091042A

DocuSigned by:  
*Jon Straughn*  
332FDF275D00411...

(Signature)

(Signature)

DATE: 5/13/2020

DATE: 5/13/2020

Chief Information Officer Approval:

The Agency is notified that, under the provisions of 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.