

**Memorandum of Understanding  
Between  
Montana Department of Justice and Montana Department of Corrections  
Implementation of Automated Testing by MCE**

This memorandum outlines the understanding between the Montana Department of Justice (DOJ), acting through its Motor Vehicle Division (MVD), and the Montana Department of Corrections (DOC), acting through its Montana Correctional Enterprises (MCE), concerning upgrade of testing processes used by MCE under the cooperative driver testing program provided by MCE to inmates of Montana correctional facilities.

**1. Authority.** Pursuant to Mont. Code Ann. § 61-3-116, DOJ/MVD has previously authorized DOC/MCE to act as its agent, in a cooperative driver testing program, to administer standardized knowledge tests to inmates who are applying for a Montana driver's license. To date, DOC/MCE has only used pen and paper tests provided by DOJ/MVD to perform this service.

With the July, 2008 implementation of DOJ/MVD's integrated driver licensing issuance system provided by MorphoTrust USA, under State of Montana IT Contract DOJ07-13860 (MorphoTrust), DOJ/MVD can conduct automated knowledge testing of driver license applicants, using either a fixed kiosk testing station or a portable testing station, and electronically record and transmit the testing results to the MorphoTrust Production System.

By this agreement, DOJ/MVD authorizes DOC/MCE to conduct the knowledge tests on a portable automated testing station using the MorphoTrust Card Production System. This authority, as a component of the existing cooperative driver testing program, extends only to the testing of inmates, applying for a MT driver license, while housed at the Montana State Prison at Deer Lodge, the Montana Women's Prison at Billings, or any regional or private prison or treatment center under placement contract with DOC.

**2. DOC/MCE Responsibilities.** DOC/MCE will use DOJ/MVD's integrated driver licensing issuance system provided by MorphoTrust USA, under State of Montana IT Contract DOJ07-13860 (MorphoTrust contract), to conduct all knowledge tests of inmates under its authorized cooperative driver testing program.

The MCE Driver Licensing Coordinator (DLC) will be responsible for performing all duties associated with the administration of automated knowledge tests to inmates by DOC/MCE, using the MorphoTrust USA Card Production System. The DLC may only perform these duties on-site at one of the prisons or treatment centers recognized under this Agreement.

The DLC will follow all DOJ/MVD Field Operations Bureau rules, regulations, policies and procedures governing automated testing protocols for MT driver licenses.

**3. DOC/MVD Responsibilities.** DOJ/MVD will provide DOC/MCE and the DLC with a copy of all Field Operations Bureau rules, regulations, policies and procedures related to automated knowledge testing of driver license applications. DOJ/MVD will periodically review and/or audit the DLC's compliance with the rules, regulations, policies and procedures governing the automated knowledge testing of inmates who are MT driver license applicants.

DOJ/MVD will train the DLC on the use of the automated testing station within the MorphoTrust Card Production System. Such training may be conducted in conjunction with other training provided by DOJ/MVD to the DLC for issuance of MT IDs to inmates.

**4. Purchase of Equipment, Maintenance and Security.** DOC/MCE has purchased the following equipment from MVD, and will be responsible for hardware replacement and updates:

Contract:

Portable Automated Testing System (ATS) Test Tablet PC  
MPC Gateway Notebook E-295C

The portable ATS Unit purchased by DOC/MCE from DOJ/MVD will receive the same maintenance and support as units delivered to DOJ/MVD under the MorphoTrust contract.

DOC/MCE will be responsible for ensuring and maintaining the physical security of all equipment used to conduct and record automated knowledge tests under this agreement.

**5. Liaisons.** DOJ/MVD and DOC/MCE appoint the following individuals as liaisons for purposes of implementing, coordinating, overseeing, and if required, negotiating revisions to, this agreement. The liaison may be changed by written notice to the other party. Liaisons appointed are:

<b>DOJ/MVD</b>	<b>DOC/MCE</b>
Kristine Thatcher	Larry Burke
(406)-444-1778	(406)-846-1320 x2425
302 North Roberts	300 Conley Lake Road
Helena, MT 59602	Deer Lodge, MT 59722

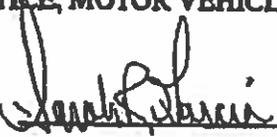
**6. Time of Performance.** This Memorandum of Understanding shall take effect upon final document signature and shall remain in effect until terminated in writing by either party with a 30 day written notice.

Upon expiration of this Memorandum of Understanding, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Memorandum of Understanding is signed.

**7. Entire Agreement.** This memorandum contains the entire agreement of the parties. Any enlargement, alteration or modification of this agreement requires a written amendment signed by both parties.

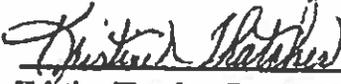
The parties, through their authorized agents, have executed this MOU in duplicate originals on the dates set forth below.

MONTANA DEPARTMENT OF  
JUSTICE, MOTOR VEHICLE DIVISION

By:   
Sarah Garcia, Administrator

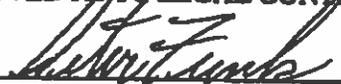
Date: 2-23-15

MVD/FIELD OPERATIONS BUREAU

By:   
Kristine Thatcher, Bureau Chief

Date: 2-13-15

APPROVED AS TO LEGAL CONTENT:

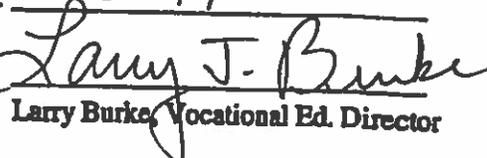
By:   
Peter Funk, Assistant Attorney General

Date: 2/12/15

MONTANA DEPARTMENT OF  
CORRECTIONS/MONTANA  
ENTERPRISES

By:   
Gayle Lambert, Administrator

Date: 3-17-15

By:   
Larry Burke, Vocational Ed. Director

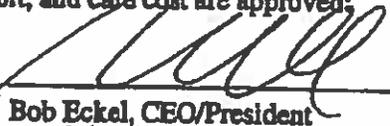
Date: 3-17-15

APPROVED AS TO LEGAL CONTENT:

By:   
Coleen Ambrose, Chief Legal Counsel

Date: 1-16-16

Upon behalf of MorphoTrust USA, the terms of MorphoTrust equipment purchase, maintenance, support, and card cost are approved:

By:   
Bob Eckel, CEO/President

Date: 3/10/15