

**Agreement  
Between**

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

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

**July 30, 2015**

**I. PURPOSE & PRINCIPLES**

- A. The purpose of this agreement is to define the responsibilities between the Department of Corrections (COR) and the State Information Technology Services Division (SITSD) for the housing at the Pine Hills facility in case of a disaster.

**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 agreement.
- B. COR and DOA SITSD shall meet as needed to develop standards, procedures, and tasks that will implement this agreement.
- C. COR agrees that they will guarantee space at Pine Hills and share it with SITSD in the event of a disaster in Helena.

**III. BACKGROUND**

- A. SITSD has a Data Center recovery site in Miles City, MT. COR has the Pine Hills Youth facility almost next door. SITSD asked if COR would be willing to house up to 25 people for up to a month at the Pine Hills facility in case of a disaster.
- B. The Pine Hills facility manager and deputy have stated that they would be able to accommodate that number of people someplace at their facility in an emergency. COR agreed to share the available facility in the event that a disaster affects both entities at the same time.

**IV MANAGEMENT CONTROL PROVISIONS**

**A. COR Responsibilities**

COR will:

- 1. provide sleeping arrangements in empty housing area for up to 25 people until hotels are made available, one month, or the end of the emergency.

2. Allow SITSD to extend the one month time frame if needed and agreed to by all parties
3. provide food for three meals a day with agreed upon reimbursement at the then current per meal rate. Pine Hills would need at least a 24 hour notice of need.
4. Send immediate notification to SITSD in the event that Pine Hills finds that they cannot provide facilities in the named "disaster".

## **B. DOA SITSD Responsibilities**

SITSD will:

1. provide COR with at least 24 hours' notice for any disaster recovery housing needs.
2. provide a full 1 GB of network connectivity in preparedness for an event that requires usage of the Pine Hills Facility at no cost to COR as agreed to when fiber was installed.
3. provide additional switches and AP's as needed at the Data Center for the duration of the "disaster".
4. Will use Data Center phone services for connections as expressed in a more in-depth contingency plan.

## **V. MISCELLANEOUS TERMS AND CONDITIONS**

### **A. Security Monitoring and Availability**

1. 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.

## **VI. Renewal/Amendment**

- A. These parties may amend this MOU only if done in writing signed by an authorized representative of COR and DOA SITSD.

## **VII. Default**

- A. DOA SITSD and 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 and/or COR 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. In the case of one of the parties causing the breach, the party causing the breach shall pay any costs incurred by the other party. The in breach party shall bill the other party for these costs, and that party shall pay the costs within 30 days of receipt of the bill.

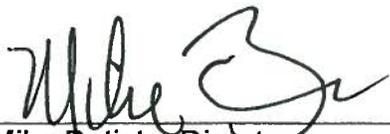
**VIII. Statutory Termination**

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**

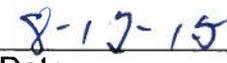
DOA SITSD Business Contact	DOA SITSD Technical Contact	Customer Contact	Customer Help Desk contacts
Cheryl Pesta (406) 444-0252 cpesta@mt.gov	Service Desk 444-2000 or 800-628-4917 servicedesk@mt.gov	Steve Ray (406) 233-2290 sray2@mt.gov	COR Service Desk (406) 444-4234 corhelp@mt.gov

**Approvals:**

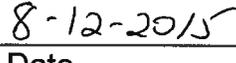
  
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 Mike Batista, Director  
 Montana Department of Corrections

  
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 Date

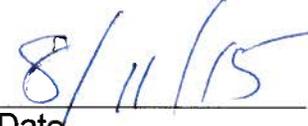
  
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 Cindy McKenzie, Administrator YSD Division  
 Montana Department of Corrections

  
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 Date

  
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 John Daugherty, CIO, Administrator  
 Montana Department of Corrections

  
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 Date

  
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 Sheila Hogan, Director  
 Montana Department of Administration

  
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 Date

  
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 Ronald P Baldwin, Chief Information Officer  
 State Information Technology Services Division  
 Montana Department of Administration

  
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 Date

