Service Level Agreement
Department of Administration
Information Technology Services Division

ITSD

INFORMATION TECHNOLOGY SERVICES DIVISION

Centralized Imaging Services Provided to:
Department of Corrections

Effective Date: August 1, 2003

Expiration Date: June 30, 2005

Approvals:

Bill Slaughter, Director
Department of Corrections

Date 8/6/03

John Daugherty, Administrator
Information Technologies Bureau Chief
Department of Corrections

8-6-2003
Date

Brian Wolf, Chief Information Officer
Information Technology Services Division
Department of Administration

Date

Tony Herbert, Deputy Chief Information Officer
Information Technology Services Division
Department of Administration

Date

Centralized Imaging Services to be Provided

The purpose of this agreement is to authorize the Information Technology Services Division (ITSD) to provide a Centralized Imaging Service (CIS) in the ITSD Computer Center to be utilized by the customer under the terms and conditions of this service level agreement (SLA). It is intended that the customer may add new services or remove existing services and the billing will be adjusted as per the attachments. For purposes of this agreement, the following items will be provided:

Air Conditioning: Continuously controlled temperature and humidity.

Backup Recovery: Backup and recovery of currently stored image files to duplicate optical disks stored off-site. Indexes, databases and cache backed up and stored off-site.

Capacity Planning: Ongoing analysis of changes in system utilization to assure adequate configuration to accommodate ongoing production workload demands.

Centralized Imaging Hardware and Software: Provide and maintain the necessary level of centralized server hardware and software to support current production dependencies and future growth.

Client Software: Initial installation, upgrade installation and initial training for the basic web client and scanning software for the customer.

Continuous Monitoring: Seven days a week, twenty-four hours a day, manned environment for imaging systems monitoring.

Disaster Recovery: In the event of a major disaster, ITSD's Disaster Recovery Plan will be fully activated triggering the disaster recovery process. Key components of that process include:

Retrieving ITSD's backup media from the off-site vault and using them to reconstruct imaging services at the recovery center.

Within eight weeks, fully restoring or replacing the infrastructure damaged or destroyed during the major disaster *or* developing another temporary alternate processing site, preferably within the Helena area.

Relocating to the restored or replaced permanent facilities.

Fire Protection: All related equipment and magnetic storage media protected with continuous fire detection and suppression systems.

Job Scheduling: Reliable execution of specific batch job to accommodate customer's production schedule needs.

Network Connectivity: Multiple network connection types available.

Physical Security: Centrally administered personnel access control system.

Quality Assurance: Thorough testing of all operating system and imaging software changes, releases and upgrades in testing environment prior to deploying them to production.

Standards: Standards have been established to ensure the reliability and manageability of the platforms. Customers need to adhere to these standards.

Storage Management: Professional management of all storage media and reporting available.

Support: All problems/questions will be directed to the ITSD help desk at extension 2000. The help desk is staffed Monday through Friday, 6:00 am to 6:00 pm. On call technical staff is available 7X24 for system problems.

System Security: Central administration of all program and data access control, including using reasonable care to prevent unauthorized access to the imaging system and remedial measures to rectify any such unauthorized access. The customer will be promptly notified when ITSD is aware of any unauthorized access.

System Stability, Reliability and Recoverability: Enhanced through application of standardized problem/change methods. Problems and changes are documented in problem tracking software and are discussed in open meetings.

Technology Management: Consistent management of operating system and support software configuration with key objectives of staying abreast of technological advances while minimizing any change-related impact on production imaging system reliability; evaluating, selecting and acquiring systems management and productivity tools; managing the software investment; and providing ongoing licensing.

UPS (Uninterrupted Power Supply) Electrical Protection: Electrical power isolated from utility power surges, fluctuations, spikes and high frequency electrical noise. Controlled shutdown of computer equipment during extended utility power outages.

Web Hosting Hardware and Software: Provide and maintain hardware and software to make the imaging system accessible through a standard web browser.

Basic Tenets

Both parties agree to several basic principles or tenets with regard to the current environment and the future expansion of this service:

The availability objective of system production operation is 100% during prime time hours (Monday through Friday, 8 a.m. to 5 p.m., except state holidays). All non-prime time system outages are scheduled with advance notice to all customers.

The CIS has the potential to grow as needed and a "just in time" planning and purchasing philosophy is used. Acquisitions are always made with scalability in mind.

The CIS is designed to make the best use of the available resources with the objective of minimizing support costs by sharing resources among customers and using the existing operations infrastructure.

The CIS is provided for use in the areas of imaging, document management, workflow, and COLD applications. It is not expected to expand to include other applications that would complicate the operating environment. Other applications will be considered only if it is clearly in the best interest of the State to serve them.

The client software is intended to integrate with the current state standard desktop and production environments.

All systems are in compliance with applicable state standards.

Customer Responsibilities

The customer is responsible for the following items:

Capacity Planning: Identify imaging system changes or service changes that potentially impact capacity planning.

Client Software: Web client licenses are provided to users of the CIS. ITSD will install, upgrade, and provide initial training for the basic web client and scanner software. Any installation and any customization beyond these items are the responsibility of the customer.

Custom Software Support: If a customer customizes an interface to the CIS, they are responsible for any changes necessary to the interface when the CIS is upgraded.

Disaster Recovery: Participate in planning recovery center accommodations, participate in regularly scheduled disaster recovery drill planning and execution, development of a disaster recovery plan, designate auxiliary files and resources that would be necessary for full recovery, and identify critical systems for disaster recovery.

Feasibility Studies, Modeling, Forms Analysis and Design, Business Process Reengineering: Customer is responsible for these. Suitable contractors may be found in ITSD's information services contracts at specified rates or a mutually agreed to fixed price.

Hardware and software: That which is located at the customer's site, such as NT web servers, scanners, scanning stations and desktop computers will be provided by the customer.

Job Scheduling: Identify production schedule needs.

Problem and Change Management: Liaison will provide timely reporting of problems and background to designated ITSD staff. Liaison will attend problem and change meetings.

Retention Schedules: Customer will complete retention schedules and submit to Secretary of State, Records Management Bureau. They are available to answer questions or for assistance.

Scanning Operations: Customer is responsible for the scanning of documents. The system includes scanners available for loan on a temporary basis to customers. Availability of scanners to be loaned to customers depends on the current supply and demand.

Security: Compliance with security practices and policies.

Software Support: Application changes and testing that may be necessary as a result of operating system and database software changes, releases, and upgrades.

Staff Support: Identify support contacts.

Training: All end-user training and support staff training.

Terms and Conditions

Acceptance: Customer acceptance of service will be verbal unless formal written

acceptance is requested.

Agreement Termination: This agreement will terminate upon the expiration date. In addition, the customer or ITSD can terminate this agreement upon ninety (90) days written notice.

Amendments: Modifications or addenda to this agreement may be made with the mutual written consent of both parties.

Assignment and Subcontracting: This agreement cannot be assigned without the written consent of the customer. ITSD may subcontract work as needed.

Billing Schedule: Services will be billed monthly (in arrears) as outlined in the attachments. Bills will be submitted through ITSD's Computer Billing System.

Customer Responsibilities: The customer acknowledges performance by ITSD requires information and cooperation from the customer. The customer must provide complete, timely, and accurate data and information necessary to support the system. The customer must assist ITSD in providing information regarding future needs and demands that will be placed on the CIS.

Duration of Agreement: Specified on page one.

Liability: ITSD shall not be liable for any costs that the customer may incur incidental to this agreement.

Liaison: Control of items identified in this agreement as a responsibility of the customer will be the responsibility of the individual appointed by the customer as project manager.

Ownership: All work performed under this agreement shall become the exclusive property of the customer.

Rate: The current rate is identified on the attachments and may be modified as follows:

The rate will be recalculated at any time during the fiscal year if there is at least a 20% change in the total number of CIS licenses for any customer, or a combination of customers.

Example 1. When the rates are calculated there are a total of 100 CIS licenses. Customer A joins the CIS and adds 30 licenses. This is more than a 20% change in the total number of CIS licenses and all customers' rates would be recalculated.

Example 2. When the rates are calculated there are a total of 100 CIS licenses. Customer B joins the CIS with 10 licenses (which would not cause a recalculation) and then Customer C joins the CIS with 20 licenses. The combination of both customers joining would cause all customers' rates to be recalculated because the total number of licenses would change by more than 20%.

The rate will be recalculated at any time during the year if there is at least a 20% change in the actual storage space used by any customer, or a combination of customers. The examples given above apply if you substitute storage space for licenses.

In the event that the rate is recalculated, the new rate will become effective on

the month immediately following the recalculation.

The rate to a customer is based on respective percentage of use of the CIS in relation to all participating customers. The rate is based equally on the number of customer CIS licenses and the total storage space needed for the year. The rates will be reviewed and modified annually prior to fiscal year end. The new rates will be effective July 1 of the next fiscal year.

Services Provided: The purpose of this agreement is to provide the necessary personnel and expertise to provide production computer processing. ITSD will provide the computing resources required for the term and rate indicated on the attachments.

Severability: Any imaging service outlined in the attachments may be terminated without affecting the whole of this agreement.

Warranties: ITSD agrees to furnish all services and documentation identified in this agreement. There are no other warranties.

Attachment A

This attachment provides all imaging and/or workflow applications covered under this agreement. As the customer adds or deletes imaging services, additional attachments will be added. Whenever there is a 20% shift in the size of the total number of licenses or storage capacity, ITSD reserves the right to modify the rate and adjust the rate accordingly.

The Department of Corrections received a grant, which designates $14,168 for Imaging. The Department of Corrections will pay $14,168 in October, 2003 for the FY 2004 Imaging annual rate of $6,580. The remaining $7,588 will be applied to FY 2005 Imaging costs. Towards the end of FY04, DOA ITSD will check the amount of storage that Corrections has used. That storage amount will be plugged into the DOA ITSD cost-sharing model to determine the annual rate for FY05. If any of the collected money remains at the end of FY05, the money will be applied to FY06 imaging costs. If there is a deficit in FY05, the amount will be billed to the Department of Corrections. Any FY 2005 costs beyond the $7,588 will be billed to the Department of Corrections.

Imaging or Workflow Service	Start Date	Number of Licenses	Storage Space (in Gb)	Annual Rate	Monthly Rate	Billing Number(s)
Inmate Records	8/1/2003	3	5 GB	$6,580	$548	6401-
Total		3	0	$6,580	$548	

Approvals:

Bill Slaughter, Director
Department of Corrections

Date 8/6/03

John Daugherty, Administrator
Information Technologies Bureau Chief
Department of Corrections

Date 8-6-2003

Brian Wolf, Chief Information Officer
Information Technology Services Division
Department of Administration

Date

Tony Herbert, Deputy Chief Information Officer
Information Technology Services Division
Department of Administration

Date

Attachment B

This attachment provides all imaging and/or workflow applications covered under this agreement. As the customer adds or deletes imaging services, additional attachments will be added. Whenever there is a 20% shift in the size of the total number of licenses or storage capacity, ITSD reserves the right to modify the rate and adjust the rate accordingly.

In 2003, the Department of Corrections received a grant designating $14,168 for Imaging. The Department of Corrections paid $14,168 in October 2003 to cover the FY04 Imaging annual rate of $6,580 and part of the FY05 Imaging annual rate of $9,282. The remaining amount to be paid for FY05 is $1,694.

This attachment reflects FY05 rates.

Imaging or Workflow Service	Start Date	Number of Licenses	Storage Space (in Gb)	Annual Rate	Monthly Rate	Billing Number(s)
Inmate Records	8/1/2003	3	13 GB	$9,282	$773	6401-F001-19001
Total		3	0	$9,282	$773	

Approvals:

Bill Slaughter, Director
Department of Corrections

Date 6/23/04

John Daugherty, Administrator
Information Technologies Bureau Chief
Department of Corrections

Date 6-23-04

Jeff Brandt, Acting Chief Information Officer
Information Technology Services Division
Department of Administration

Date 6/29/04

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Extension and Attachment C

The agreement for the Centralized Imaging Service provided by DOA ITSD to the Department of Corrections with an Effective Date of August 1, 2003 is extended to June 30,2006.

This attachment provides all imaging and/or workflow applications covered under this agreement. As the customer adds or deletes imaging services, additional attachments will be added. Whenever there is a 20% shift in the size of the total number of licenses or storage capacity, ITSD reserves the right to modify the rate and adjust the rate accordingly.

This attachment reflects FY06 rates.

Imaging or Workflow Service	Start Date	Number of Licenses	Storage Space (in Gb)	Annual Rate	Monthly Rate	Billing Number(s)
Inmate Records	8/1/2003	3	16	$8,866	$739	6401-F001-19001
Total		3	16	$8,866	$739	

Approvals:

Bill Slaughter, Director
Department of Corrections

6-20-05
Date

John Daugherty, Administrator
Information Technologies Bureau Chief
Department of Corrections

6-20-05
Date

Jeff Brandt, Acting Chief Information Officer
Information Technology Services Division
Department of Administration

6/20/05
Date

Extension and Attachment D

The agreement for the Centralized Imaging Service provided by DOA ITSD to the Department of Corrections with an Effective Date of August 1, 2003 is extended to June 30, 2007.

This attachment provides all imaging applications covered under this agreement. As the customer adds or deletes imaging services, additional attachments will be added. ITSD reserves the right to modify the rate and adjust the rate accordingly whenever there is a 20% shift in the total number of licenses or whenever there is a 20% shift in the size of the storage capacity or an increase of 100 GB in the size of the storage capacity, whichever is less.

The Imaging Contacts for the Department of Corrections are:

- **Administrative Customer Contact**
  Name: John Daugherty Phone: 444-4469
- **Technical Customer Contact**

  Name: _____ Phone: _____

This attachment reflects rates for Centralized Imaging Service for FY07.

Imaging or Workflow Service	Start Date	Number of Licenses	Storage Space (in Gb)	Annual Rate	Monthly Rate	Billing Number(s)
Inmate Records	8/1/2003	3	19	$9,716	$810	6401-F001-19001
Total		3	19	$9,716	$810	

Approvals:

Mike Ferriter, Director
Department of Corrections
Date: 7/17/06

John Daugherty, Administrator
Information Technologies Bureau Chief
Department of Corrections
Date: 7-17-06

Dick Clark, Chief Information Officer
Information Technology Services Division
Department of Administration
Date: 7-18-06