

## **OUHSC Academic Technology**

### **AT Services Memorandum of Understanding**

This AT Services Memorandum of Understanding (“MOU”) describes expectations between the Board of Regents of the University of Oklahoma Health Sciences Center on behalf of the department of Academic Technology (hereafter referred to as “OUHSC AT” or “service provider”) and the organization named below (referred to as “Customer”) and establishes a mutual agreement for the services selected in **AT Subscription Services**, below, and as detailed in this AT Services MOU and the OUHSC Academic Technology Learning Management Systems (LMS) Terms of Use Policy.

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## **Customer Name:**

### **AT Services MOU Period:**

This MOU is valid from the effective date below and remains in effect for one calendar year unless otherwise terminated according to the termination clause in this document.

**Effective Date:**

**End Date:**

### **AT Services MOU Review/Renewal:**

The OUHSC AT designee will provide a termination reminder to the customer 30 days prior to the end date listed above. A representative of either party may submit a written request for a review of the MOU at any time. The MOU should be reviewed annually upon renewal.

**Termination Notification/Review Date:**

**Recommended Renewal Date:**

**Note:** OUHSC AT will be responsible for making any necessary revisions to internal AT processes (for example, the individuals or groups to be notified and the order in which they are notified). These revisions are exempt from Customer review and approval.

### **Termination Clause:**

Either Party may terminate this MOU without cause within first fourteen (14) days of signing the MOU via written notice to the other Party. However, early termination by Customer may result in additional charges to Customer for any purchases by OUHSC AT of unique or specific to Customer purchase that have long-term costs associated with them. These additional charges shall be reflected on Customer's final bill.

The Service Provider may terminate this MOU at any time with cause for inappropriate use of the technology services as described in the MOU agreement and AT LMS Terms of Use Policy.

*In addition to other remedies available to it, either party may terminate this MOU immediately upon written notice in the event of material breach of this MOU.*

### **Liability:**

Customer shall indemnify and hold OUHSC AT harmless from liability resulting from the negligent acts or omissions of its agents or employees pertaining to the activities to be carried out under this Agreement. OUHSC AT's liability is governed under the Oklahoma Governmental Tort Claims Act. Customer agrees it will not pursue any claims or causes of action against OUHSC AT for damages caused by any breach of OUHSC AT's security or disruption to the AT Subscription Services. OUHSC AT makes no representation or warranty as to the condition, design, use or operation of the AT Subscription Services, or that the AT Services will operate error free or in any uninterrupted fashion or that the AT Subscription Services is compatible with any particular platform or is secure.

### **General Terms:**

The terms of this MOU represent the complete agreement of the parties, and supersede any and all prior agreements between the parties with regard to the materials or subject matter herein.

### **Anti-discrimination:**

As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, political beliefs, sex, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. §4212.

### **Data Ownership:**

The parties hereto further agree that any information and data owned by Customer that is subsequently received by OUHSC AT from the Customer and/or made subject to this MOU shall continue to be owned by Customer and shall remain the sole and exclusive property of the Customer to the extent such ownership rights stated herein do not alter any rights provided to or by either party in the Exclusive License Agreement effective between the parties.

## **Data Retention:**

Upon termination of this MOU for any reason, OUHSC AT shall retain a course package archive zip file of course content for a minimum of one (1) year. The Customer will be provided instructions on how to download and save an archive zip file for their records. The course package archive zip file is designed for use on a Desire2Learn system only and transferring the zip file data into another LMS system is the sole responsibility of the Customer. Customer is responsible to retrieve all needed data including all content and user data within fourteen (14) days of the end of this MOU for future reference and use.

## **Open Records:**

All data, information, and materials received by and/or retained by OUHSC AT on University systems is subject to the Oklahoma Open Records Act and may be disclosed as required by law. The University shall not be liable in any manner or in any amount for disclosing Proprietary Information if such information is required to be disclosed by law.

## **HIPAA:**

The parties hereto understand and agree that neither is acting under this MOU as a Business Associate (BA), as defined by the Health Insurance Portability and Accountability Act (HIPAA), of the other. Further, it is agreed that the services to be provided by Customer herein shall not require the Board of Regents of the University of Oklahoma or any of its employees to access, review or use any Protected Health Information (PHI) of Customer and/or perform any services that involve the accessing, reviewing or using of Customer PHI.

## **AT Service Support:**

### ***Service Availability:***

Specific service availability is provided based on the following general guidelines:

- *Regular AT business hours* are Monday-Friday, 8:00 AM-5:00 PM
- *Evening and weekend hours:* are at OUHSC AT staff discretion and subject to staff availability
  - Please, email: [web-courses@ouhsc.edu](mailto:web-courses@ouhsc.edu) and first available person will assist you (generally try to initially respond within 24 hours but full problem resolution may take longer amounts of time)

- AT business and support hours are subject to University holidays and official closures. Changes to published schedules will be communicated on the AT HSC Linc website at <http://www.ouhsc.edu/at>.

## **Incident Management:**

An *incident* is an error or malfunction in an AT system or process causing a disruption to effective utilization of an AT service. The goal of *incident management* is to restore the client to functionality as quickly as possible via resolution or work-around.

### ***Incident Response:***

*Incident response* is an acknowledgement from AT that an individual client has reported an error of an AT service and that AT has performed an initial triage of the reported error. The Customer may expect a response to their initial contact within 24 hours of the next business day.

### ***Incident Priority:***

At the time of response, AT staff will determine the priority classification based on severity of technical problems and begin problem resolution within the following guidelines:

- *Priority 1:* Loss of access to the LMS system-usually considered a critical issue caused by technical problems with the LMS system, user accounts or enrollments into the LMS course sites
- *Priority 2:* Technical issues with accessing course content-often times a lack of content access is due to technical issues or requires some user training to properly access
- *Priority 3:* Other Customer technical and training /use questions

### ***Incident Resolution:***

*Incident resolution* is the provision of a solution or work-around that returns a client back to effective use of an AT service. Based on the established priority, AT staff will endeavor to resolve the incident according to established goals:

- *Priority 1-Loss of access to system:* try to resolve as quickly as possible with full resolution within 24 hours or provide estimated repair timeframe for more sever technical problem resolution
- *Priority 2-Technical issues with accessing course content:* try to resolve as quickly as possible with full resolution within 48 hours or provide estimated repair timeframe for more sever technical problem resolution
- *Priority 3-Other Customer technical questions:* try to initially respond within 24 hours and resolve as quickly as possible with full resolution within 48 hours or provide estimated repair timeframe for more sever technical problem resolution.

## **Request Fulfillment:**

A *service request* is an expressed need from a client for service that is not due to a disruption. The goal of *request fulfillment* is to establish and respond to the client need for service with both accuracy and efficiency. A service request generally falls into two types:

- *Type 1:* Customer training requests to utilize AT Services better
- *Type 2:* Inquiries about obtaining additional AT Services and associated fees if applicable

## **Request Authorization:**

Some service requests generate additional service fees (i.e., off-campus training location). An AT designee will provide a written estimate for any additional fees before the service is rendered to the Customer. The Customer must sign an Addendum to the current MOU or a new MOU for new services authorizing additional services and fees before services are rendered and technology training or access is given to the Customer.

## **Change management:**

A *change* is any event that alters the existing state of the University or Customers' technical or service environment. The goal of *change management* is to minimize disruption of services by using a standard process to approve, communicate and implement changes. Customer requests for Minor, Moderate or Major changes should be requested in advance via established procedures based on the following guidelines:

		Business impact	Notification
Planned	<b>Standard</b>	Minor or repetitive changes considered part of the normal workflow with no affect on Customer's business	None
	<b>Minor</b>	Small changes that have a documented and proven implementation process with little impact to the Customer's business.	Prior to the change
	<b>Moderate</b>	Changes that may affect multiple applications and have a broad Customer impact.	Seven (7) days in advance
	<b>Major</b>	Changes that may affect multiple applications across multiple organizations, with a significant impact to Customer's business.	Fourteen (14) days in advance

Unplanned	<b>Critical (After-hours)</b>	Changes that must be performed in order to correct a faulty service having some impact on dept's business. Impact to business does not warrant immediate correction.	As soon as possible after knowing such a change is required
	<b>Emergency (Immediate)</b>	Changes that must be performed in order to correct a faulty service having a major impact on dept's business. Impact to business requires immediate resolution.	Immediately after change implementation

### AT Services MOU Contacts:

Service Contact	Customer:	AT: Candace Shaw
<i>E-mail</i>		candace-shaw@ouhsc.edu
<i>Office</i>		(405) 271-3030
<i>Cell</i>		(405) 919-0011
Financial Contact		Cheryl Clark
<i>E-mail</i>		cheryl-clark@ouhsc.edu
<i>Office</i>		(405) 271-2332 Ext 48407
<i>Office Hours</i>		Mon.-Fri. 7 am-4 pm CST
Technical Contact		Jennifer Raasch
<i>E-mail</i>		jennifer-raasch@ouhsc.edu
<i>Office</i>		(405) 271-8001Ext 46798
<i>Cell</i>		(405) 365-7008
<i>Emergency Support</i>		web-courses@ouhsc.edu

### Signatures of Approval:

By signing below, the Customer agrees to the terms and conditions described in this AT Services MOU.

Name	Title	Signature	Date

Name	Title	Signature	Date
Candace Shaw	Assistant Vice Provost		

By signing below, the Board of Regents of the University of Oklahoma Health Sciences Center on behalf of Academic Technology agrees to the provision of service as described in this MOU.

Name	Title	Signature	Date
Lisa Asch	Associate Director		

**AT Services LMS Course Site Processing Information:**

Course ID:

Course Name:

Purpose/Description:

Course Type: CE or Internal Group

(*Optional*) Related to College/Department of:

Anticipated Site Participant Number:

**Please Initial the Following Items:**

\_\_\_\_\_ I/the primary leader have read and understand the OUHSC Academic Technology Learning Management Systems (LMS) Terms of Use Policy document.

\_\_\_\_\_ I/the primary leader have read and understand the “Acceptable Use of Information Systems Policy” located on the OUHSC IT website: <http://it.ouhsc.edu/policies/>

\_\_\_\_\_ I/the primary leader have the appropriate tech skills, antivirus software, and other necessary software (including but not limited to MS Office and an Internet browser) to access and safely use the OUHSC LMS system.

**Additional Amendments or Services Provided:**