

Montana Data Portal Memorandum of Understanding (MOU)

Between
Department of Corrections
and
Department of Administration, State Information Technology Services Division

This MOU is by and between the Department of Corrections (“COR”) and the Department of Administration, State Information Technology Services Division (“SITSD”), (collectively, “Parties”).

I. Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of the Parties as they relate to the Montana Data Portal (“Portal”) and the data sets residing in the Portal. The Parties understand that the Common Data Elements Technical Standard (<https://montana.policytech.com/default.aspx?public=true&siteid=1>) establishes governance for the Portal.

II. COR Responsibilities

All data responsibilities remain with the COR. COR uploading data to the Portal transfers no data responsibilities to SITSD except as provided in Part III. The Parties understand that use of the Portal may generate increased questions and support requirements for COR from both the public (if public facing) and state employees.

COR shall:

- Provide electronic data in one of the following formats:
 - .csv (the preferred file format as others can sometimes cause formatting errors);
 - .xls (Microsoft Excel 97 - 2003);
 - .xlsx (Microsoft Excel 2007 and later); and
 - .tsv
- Provide and keep up-to-date the metadata for its data set(s).
- Ensure that its data sets are properly maintained.
- Ensure that public facing data sets do not contain confidential information and remain in compliance with § 2-15-114, MCA.
- Adhere to the standards defined in the Common Data Elements Technical Standard if COR’s data contains common data elements. Remove any data that has been determined to be inappropriate by COR’s personnel by uploading a corrected version of the data.
- Follow all laws, rules, policies, standards and procedures that apply to the data uploaded to the Portal.

III. SITSD Responsibilities

SITSD shall administer and maintain the Portal to provide a repository of data sets generated or produced by COR. SITSD shall provide outage notifications for the Portal using normal notification procedures as outlined at:
(<http://mine.mt.gov/it/changemanagement/default.mcpix>).

IV. Indemnity

COR shall indemnify SITSD for all fees, fines, expenses, damages and any other payments SITSD incurs or makes arising from COR's breach of its duties under Section II. SITSD shall indemnify COR for all fees, fines, expenses, damages and any other payments COR incurs or makes arising from SITSD's breach of its duties under this MOU.

V. Data Set(s) Information (Metadata)

Metadata is documentation about the data set(s). Each data set provided by COR must have the corresponding metadata information provided in the Portal. It is imperative that the metadata be accurate and kept up to date by COR. Selected metadata information is provided on the Portal and gives the customer the ability to interpret and understand the data set. It also explains why COR is providing the data set(s).

VI. Billing

There will be no charge to COR during the term of this agreement for use of the Portal. If COR uses SITSD's data translation services for compliance with common data elements and/or other development or professional services described in the SITSD Service Catalog (<http://sitsdservicecatalog.mt.gov/default.mcpix>), SITSD will bill COR according to the rate schedule in the SITSD Service Catalog.

VII. Termination

Either party may terminate this MOU for convenience without any showing of cause after giving thirty (30) days written notice.

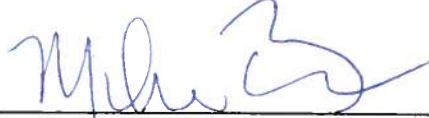
If either party fails to materially perform its duties under Section II (COR Responsibilities) or Section III (SITSD Responsibilities) of this MOU, the other party may terminate this MOU in whole or in part after giving written notice of the stated failure. The written notice must demand performance of the failure within a specified period of time of not less than sixty (60) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period. The Parties may agree to extend the specified period at any time during the specified period.

VIII. Term

The term of this MOU is from the last date of signature below through December 31, 2016.

IX. Entire Agreement/Amendment

This is the entire agreement of the Parties. It supersedes all prior agreements and understandings regarding the subject matter of this MOU. This MOU may only be amended if done in a written document signed by the Parties' authorized representatives.



Mike Batista, Director
Department of Corrections

12/3/14

Date



Sheila Hogan, Director
Department of Administration

12/4/14

Date

Addendum A: Definitions

Common Data Elements – Fields within a data set that must comply with a set standard prior to being submitted to the Montana Data Portal

Data Set – A named collection of related records containing individual data units formatted in a specific way

Metadata – Contextual information on a data set that makes the data set easier to understand and use

Public Facing Data Set – A data set that is available to the public that does not require credentials (a username and password) to access