

## 1. PARTIES

The Montana Department of Corrections (**DEPARTMENT**) and Department of Public Health and Human Services, Public Health and Safety Division, Injury Prevention (PHSD) (**CONTRACTOR**) enter into this Memorandum of Understanding (**#MOU – Data Sharing DPHHS PHSD**). The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections  
Crime Control Bureau  
5 S. Last Chance Gulch  
PO Box 201301  
Helena, MT 59620-1301  
(406) 444-3930

Dept. of Public Health and Human Services  
Public Health and Safety Division  
1400 Broadway, Cogswell Bld. B201  
Helena, MT 59620  
406-444-0303

**Background:** A number of recent studies suggest that prisoners released from correctional facilities are at high-risk of overdoses and deaths associated with opiates.

**Purpose:** The Department and PHSD wish to collaborate on a data sharing project to identify what are the underlying and contributing causes of death among prisoners recently released from the Department, particularly deaths associated with overdoses from opiates. Data related to recently released prisoners from Department will be linked to death record data from PHSD to identify the proportion of released prisoners that die during the first year after release and the underlying and contributing causes of death among those decedents. The findings from these analyses will be used to inform the Department about potential services that soon to be released prisoners may need to reduce their risk of overdose and deaths due to opiates after release from the Department.

**DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS MEMORANDUM OF UNDERSTANDING AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

## 2. DUTIES/RESPONSIBILITIES OF DEPARTMENT AND CONTRACTOR

**Agreement:** The DOC will provide identified line-level data for prisoners released from the DOC from 2007 through 2018 to the PHSD Injury Prevention Program. These data will be linked to the death records which are maintained by the PHSD Office of Vital Records. The PHSD Injury epidemiologists will then conduct analyses to identify the number and proportion of prisoners that died during the first year after release from the DOC and the number and proportion of deaths by underlying cause. The DOC shall provide PHSD the following offender information:

- Name
- DOC ID
- Last four digits of the social security number
- Birth date
- Gender
- Date of release from the facility
- Whether the release was into flat discharge or something else

Unreleased results from this data comparison shall not be publicly released without written approval from both parties.

**Data Security and Confidentiality:** The identified line-level DOC data includes personally identifiable information and will be transferred by the DOC staff to authorized PHSD staff through the encrypted and secure MT Drive on the File Transfer Service operated through ePass Montana. Only PHSD epidemiologists assigned to the Injury Prevention Program are authorized by this MOU to receive and analyze the identified line-level DOC data for epidemiologic analyses. The authorized PHSD epidemiology staff members within the Injury Prevention Program will maintain the confidentiality and security of all identified line-level DOC data received. Authorized PHSD epidemiology staff members will follow all State (e.g., Government Health Care Information Act, §§ 50-16-6, 37-7-1506, and 37-7-1505, MCA) and Federal laws and regulations including the HIPAA privacy rule, 45 CFR 164.502, to ensure protection of this information. PHSD will follow Mont. Code Ann. § 37-7-1506(3) and its established policy regarding the release of de-identified statistical information (Attachment A). Under no circumstances shall PHSD release any of the identified line-level DOC data it receives under this MOU.

**Terms and Conditions:**

The information transfer that is the subject of this MOU creates only a limited license for the use of the information transferred and does not give PHSD any ownership interests in the information itself.

The information that is transferred pursuant to this MOU may only be used for the express purposes described in this MOU.

In the event of a breach of confidentiality or possible security breach, PHSD agrees to notify the DOC Information Security Manager within 24 hours, per MCA 2-6-1503.

PHSD may not disclose the information transferred pursuant to this MOU to any non-employee agent of PHSD without the express, written consent of the DOC.

Although the DOC uses reasonable care in collecting the data or information in its records, the DOC makes no express or implied warranty of the accuracy of the information that is being transferred to PHSD. PHSD acknowledges that it takes the information “as is”, and there is no express or implied warranty of accuracy or fitness for any purpose associated with the use of the data or information.

**3. TIME OF PERFORMANCE**

This Memorandum of Understanding shall take effect upon final contract signature, and shall terminate on **December 31, 2018**, unless terminated earlier in accordance with the terms of this Memorandum of Understanding. This Memorandum of Understanding may, upon mutual agreement and according to the terms of the existing Memorandum of Understanding, be renewed for a period not to exceed a total of five (5) additional years.

**4. LIAISONS AND NOTICE**

- A. Marcia Levitan, 5 S. Last Chance Gulch, Helena, MT 59601, 406-444-0410 or successor serves as DEPARTMENT liaison.
- B. Todd Harwell, 1400 Broadway, Cogswell Bld. Room B-201, Helena, MT 59620, 406-444-0303, or successor serves as Contractor’s liaison.

5. **AMENDMENTS**

All amendments to this Memorandum of Understanding shall be in writing and signed by the parties.

6. **TERMINATION AND DEFAULT**

- A. The DEPARTMENT may, by written notice to CONTRACTOR, terminate this Memorandum of Understanding in whole or in part at any time CONTRACTOR fails to perform as required in this Memorandum of Understanding.
- B. Either party may terminate this Memorandum of Understanding without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Memorandum of Understanding shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

7. **INTEGRATION**

This Memorandum of Understanding contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Memorandum of Understanding, shall be binding or valid. This Memorandum of Understanding shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Memorandum of Understanding.

8. **SEVERABILITY**

A declaration by any court, or any other binding legal source, that any provision of this Memorandum of Understanding is illegal and void shall not affect the legality and enforceability of any other provision of this Memorandum of Understanding, unless the provisions are mutually dependent.

9. **COMPLIANCE WITH LAWS**

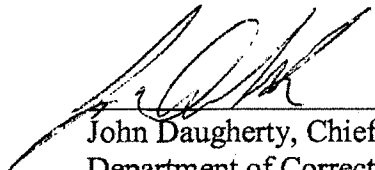
The parties shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Parties are the employers for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. The Parties will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. The parties shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by the Parties subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Parties agree that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

10. HOLD HARMLESS/INDEMNIFICATION

Each party agrees to protect, defend, indemnify, and hold harmless the other parties elected and appointed officials, agents and employees from and against all legal, equitable or administrative claims, causes of action, damages, losses and expenses, of any kind or character, including but not limited to attorneys' fees and the costs of defense, arising in favor of the other parties employees or third parties on account of bodily injury, sickness, disease, death, personal injury, violation of an offender's constitutional or statutory rights, or to injury to or destruction of tangible property except for such claims, causes of action, damages, losses or expenses which are solely due to the fault or negligence of the party seeking indemnity.


SIGNATURE

DEPARTMENT

  
\_\_\_\_\_  
John Daugherty, Chief Information Officer  
Department of Corrections

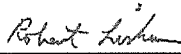
4-26-2018  
Date

CONTRACTOR

  
\_\_\_\_\_  
Todd Harwell, Administrator  
DPHHS/Public Health and Safety Division


4-26-18  
Date

Approved for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

4/26/18  
Date

Approved for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Public Health and Human Services

4/30/18  
Date