

1. PARTIES

The **Montana Department of Corrections** (Department) and Central Research, Inc. (Contractor) enter into this **Memorandum of Understanding (MOU)**, (MOU - Central Research, Inc. Data Transfer and Usage for U.S. Department of Education). The parties' names, addresses, and telephone numbers are as follows

Montana Department of Corrections
Information Technology Bureau
5 S. Last Chance Gulch
PO Box 201301
Helena, MT 59620-1301
(406) 444-4719

Central Research, Inc.
122 N. Bloomington St.
Suite 1
Lowell, AR 72745
(479) 419-5456

DEPARTMENT AND CENTRAL RESEARCH, INC., AS PARTIES TO THIS MEMORANDUM OF UNDERSTANDING AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION AND RENEWAL

This Memorandum of Understanding shall take effect on final contract signature, and shall terminate on December 31, 2024, unless terminated earlier in accordance with the terms of this MOU. This MOU may, upon mutual agreement and according to the terms of the existing MOU, be renewed for a period not to exceed a total of five (5) additional years or ten (10) total years.

3. DUTIES/RESPONSIBILITIES OF PARTIES

3.1 Background

Central Research, Inc. provides information management, data mining, data processing and data analysis solutions. We help our customers identify, analyze, understand and improve informational and operational support and outreach to target audiences, populations, and cohorts. Our solutions help to enhance agency decision making and efficiencies.

Data transactions are managed in a secure processing environment to seamlessly receive, process, and transfer information at minimal risk. Our services directly impact and improve the understanding of, and outreach services provided for, a specific demographic of beneficiaries.

3.2 Purpose

Central Research, Inc. is contracted by the U.S. Department of Education to provide services in connection with personal business matters regarding individuals believed to be currently incarcerated in MT Department of Corrections facilities

The information requested and provided is needed for official U.S. Government business.

Pursuant to the Privacy Act, the Department and its representatives, including Central Research and any employees who receive this information, may use the information that the MT Department of Corrections provides only for official government purposes authorized under the Privacy Act and Department regulations.

3.3 Agreement

The Department will provide identified line-level data for prisoners in Secure custody.

The Department shall provide Central Research, Inc. the following offender information:

- ⌚ Offender Name (First, Middle, Last)
- ⌚ DOC ID Number
- ⌚ Release Date(s): to include Early Release, Parole Eligibility, and Maximum Dates
- ⌚ Date of Birth
- ⌚ Facility Name (Current)
- ⌚ Inmate Status (Correctional Status)

Central Research, Inc. will utilize the data as described in Section 3.2 Purpose above.

3.4 Data Security and Confidentiality

The identified line-level Department data includes personally identifiable information and will be transferred by the Department staff to authorized Central Research, Inc. staff through the encrypted and secure MT Drive on the File Transfer Service operated through ePass Montana. Only Central Research, Inc. assigned to this data collection process, as described in Section 3.2 Purpose above, are authorized by this MOU to receive and analyze the identified line-level Department data for official U.S. Government Business. The authorized Central Research, Inc. staff members will maintain the confidentiality and security of all identified line-level Department data received. Under no circumstances shall Central Research, Inc. release any of the identified line-level Department data it receives under this MOU except as described in Section 3.2 Purpose.

3.4 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 Central Research, Inc. 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, Central Research, Inc. agrees to notify the Department Information Security Manager within 24 hours, per MCA 2-6-1503.

2-6-1503. Notification of breach of security of data system. (1) (a) Upon discovery or notification of a breach of the security of a data system, a state agency that maintains computerized data containing personal information in the data system shall make reasonable efforts to notify any person whose unencrypted personal information was or is reasonably believed to have been acquired by an unauthorized person.

(b) The notification must be made without unreasonable delay, consistent with the legitimate needs of law enforcement as provided in subsection (3) or with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the data system.

(2) (a) A third party that receives personal information from a state agency and maintains that information in a computerized data system to perform a state agency function shall:

(i) notify the state agency immediately following discovery of the breach if the personal information is reasonably believed to have been acquired by an unauthorized person; and

(ii) make reasonable efforts upon discovery or notification of a breach to notify any person whose unencrypted personal information is reasonably believed to have been acquired by an unauthorized person as part of the breach. This notification must be provided in the same manner as the notification required in subsection (1).

(b) A state agency notified of a breach by a third party has no independent duty to provide notification of the breach if the third party has provided notification of the breach in the manner required by subsection (2)(a) but shall provide notification if the third party fails to do so in a reasonable time and may recover from the third party its reasonable costs for providing the notice.

- (3) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation and requests a delay of notification. The notification required by this section must be made after the law enforcement agency determines that the notification will not compromise the investigation.
- (4) All state agencies and third parties to whom personal information is disclosed by a state agency shall develop and maintain:
 - (a) an information security policy designed to safeguard personal information; and
 - (b) breach notification procedures that provide reasonable notice to individuals as provided in subsections (1) and (2).
- (5) A state agency or third party that is required to issue a notification to an individual pursuant to this section shall simultaneously submit to the state's chief information officer at the department of administration and to the attorney general's consumer protection office an electronic copy of the notification and a statement providing the date and method of distribution of the notification. The electronic copy and statement of notification must exclude any information that identifies the person who is entitled to receive notification. If notification is made to more than one person, a single copy of the notification that includes the number of people who were notified must be submitted to the chief information officer and the consumer protection office.

Central Research, Inc. may not disclose the information transferred pursuant to this MOU to any non-employee agent of Central Research, Inc. without the express, written consent of the Department.

Although the Department uses reasonable care in collecting the data or information in its records, the Department makes no express or implied warranty of the accuracy of the information that is being transferred to Central Research, Inc. Central Research, Inc. 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.

4. LIAISONS AND NOTICE

4.1 Department Liaison

Rob Kersch, Statistics and Data Quality Unit Manager, 5 S. Last Chance Gulch, Helena, MT 59601, (406) 444-6719, rkersch@mt.gov, or successor serves as Department liaison.

4.2 Contractor Liaison

Jamie Butler, Central Research, Inc, Administrative Resolutions Manager, 122 N. Bloomington St., Suite 1, Lowell, AR 72745, (479) 419-4355, Jamie_butler@central-research.com, or successor serves as Entity's liaison.

5. AMENDMENTS

All amendments to this MOU shall be in writing and signed by the parties.

6. TERMINATION AND DEFAULT

6.1 The Department may, by written notice to Contractor, terminate this MOU in whole or in part at any time Contractor fails to perform as required in this MOU.

6.2 Either party may terminate this MOU without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the MOU 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 MOU 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 MOU, shall be binding or valid. This MOU shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the MOU.

8. SEVERABILITY

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

9. COMPLIANCE WITH LAWS

Central Research, Inc. shall, in performance of work under this MOU, 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. Contractor is the employer 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] Code. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Central Research, Inc. agrees that the hiring of persons to perform this MOU 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 OF CORRECTIONS

DocuSigned by:
Jon Straughn
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Jon Straughn, Chief Information Officer
Department of Corrections

12/18/2019

Date

CENTRAL RESEARCH, INC.

DocuSigned by:
Jamie Butler
8113223300484D8...

Jamie Butler
Central Research, Inc.

12/18/2019

Date

Approved for Legal Content by:

DocuSigned by:
Colleen Ambrose
FFF888078013447...

Legal Counsel
Department of Corrections
12/18/2019

Date

Approved for Legal Content by:

DocuSigned by:
Shane Taylor
93CAE2160E40425...

Legal Content
Central Research, Inc.
12/3/2019

Date

Approved as to Form by:

DocuSigned by:
Kristi Hernandez
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Contracts Officer
Department of Corrections

12/3/2019

Date

Chief Information Officer Approval:

Contractor is notified that, under the provisions of 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

DocuSigned by:
Tim Bottenfield
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Chief Information Officer
Department of Administration

12/3/2019

Date