AGREEMENT FOR TRANSFER AND USE OF INFORMATION

Section 1. Parties to the Agreement.

1.1 This agreement for the transfer and use of information ("this Agreement") is entered into by and between the Montana Department of Corrections (DOC) and Montana Governor's Office of Budget and Program Planning ("the Recipient").

Section 2. Purpose of the Agreement.

2.1 The purpose of this Agreement is to allow for the exchange of data containing personally identifiable information between DOC and the Recipient. The Recipient will use the information in the performance of its official duties, as authorized by statute17-1-132, MCA, to obtain substance testing information for the performance of those official duties only. This data exchange will enable research by DOC and the Recipient on the substance testing results for offenders under custody or supervision of DOC. Information from substance testing and other administrative data will be used to determine if and where connections are made between child protective services, the public defenders and prosecutors, the courts, and the corrections system. Personally identifiable information utilized and generated by the data match will be kept secure, will not be used to make decisions concerning the rights, benefits or privileges of specific individuals, nor will it be reported in anything other than an aggregated format that does not permit personal identification by anyone other than representatives of either the Recipient or DOC with legitimate interests.

2.2 The Recipient agrees that it will only use the information transferred pursuant to this Agreement for the purposes described in paragraph 2.1.

Section 3. Limited license granted.

3.1 The information transfer that is the subject of this Agreement creates only a limited license for the use of the information transferred, and does not give the Recipient any ownership interests in the information itself. The license granted extends only to the Recipient's use as described in this Agreement. The Recipient is prohibited from granting access to the information transferred by this Agreement to any other persons that are not the employees of Recipient without the express, written consent of DOC.

3.2 The information that is transferred pursuant to this Agreement may only be used for the expressed purpose as originally intended.

3.3 The Recipient may not disclose the information transferred pursuant to this Agreement to any non-employee agent of Recipient without the express, written consent of DOC. DOC may grant or withhold that consent in its sole discretion. DOC may impose reasonable conditions on the Recipient and the agent regarding confidentiality as a condition of granting consent for the agent's access to the transferred information.

Section 4. Description of information being transferred.
4.1 The information being transferred pursuant to this Agreement is substance testing results as entered by DOC staff.

Section 5. Non-disclosure of personal identifiers.
5.1 To the extent that any of the information being transferred pursuant to this Agreement includes or consists of personal identifiers (including, but not limited to name), Recipient agrees that it will take all necessary steps to protect that personal identifier information from intentional or accidental disclosure to any person or entity not authorized by this Agreement. Those steps must include, but are not limited to providing:

5.1.1 locked file cabinets or safes to store written copies of the information when that information is not being actively used;
5.1.2 password protection for any information stored in an electronic database; and
5.1.3 training of those employees or agents with access to the information, concerning the acceptable uses of the information, and the securing and safeguarding of that information.
5.1.4 information is not to be copied, removed, or stored outside of the Recipient's offices unless there is a business requirement approved by management.
5.1.5 Access is based on business requirements and limited solely to users authorized by request to DOC.

5.2 The Recipient acknowledges that it and its agents and employees may be subject to state and/or federal civil and criminal penalties in the event it makes unauthorized disclosures of legally protected information. Each of the Recipient's users will be required to sign a confidentiality statement.

5.3 In the event of a breach of confidentiality or possible security breach, the Recipient agrees to notify their Information Security officer within 24 hours.

Section 6. No warranty regarding the information.
6.1 Although DOC uses reasonable care in collecting the data or information in its records, DOC makes no express or implied warranty of the accuracy of the information that is being transferred to the Recipient. The Recipient acknowledges that it takes the information "as is", and that there is no express or implied warranty of accuracy or fitness for any purpose associated with the use of the data or information.

Section 7. Consideration.
7.1 The consideration for this Agreement consists of the mutual promises and obligations of the parties, as reflected in this Agreement.

Section 8. Term of the contract.
8.1 This Memorandum of Understanding shall take effect on October 1, 2017 and shall terminate on October 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 seven (7) additional years.

Upon expiration of this Memorandum of Understanding, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Memorandum of Understanding is signed.

8.2 In the event of a material breach of this Agreement, either DOC or the Recipient may terminate this Agreement upon 10 days written notice to the other party.

8.3 The Recipient agrees to maintain the confidentiality of the information transferred pursuant to this Agreement after the termination of this Agreement.

Section 9. Entire document and modifications.

9.1 Except as provided by paragraph 10.2, this Agreement constitutes the entire agreement between the DOC and the Recipient with respect to the information transfer that is the subject of this Agreement. No other statements, understandings or promises serve to modify or explain the terms of this Agreement.

9.2 Only a document or writing, specifically referred to and identified as an exhibit to this Agreement, and attached as an exhibit to this Agreement, is incorporated by reference in this Agreement. Such an exhibit does not need to be signed by the parties, but must be attached to this Agreement at the time of signing by both parties.

9.3 This Agreement may not be modified, except in a writing signed by both parties.

Section 10. Good faith and further cooperation.

10.1 The parties agree to act in good faith with respect to one another in the performance of this Agreement.

10.2 The parties agree to further cooperate as reasonably necessary to carry out the provisions of this Agreement.

10.3 The parties designate the following individuals as their respective points of contact for the purposes of communications regarding this Agreement:

10.3.1 For DOC:

Mark Johnson
Statistics & Data Quality Bureau
Montana Department of Corrections
Helena MT 59620
(406) 444-6719
mikjohnson@mt.gov

10.3.2 For the Recipient:
Brian Hannan, Senior Budget Analyst
Governor's Budget Office
P.O. Box 200802
Helena MT 59620
(406) 444-7802
Brian.Hannan@mt.gov

Section 11. Execution of counterpart originals.

11.1 This Agreement will be executed in two counterpart originals, any and all of which are to be deemed an "original" of this Agreement. The person executing this Agreement on behalf of the Recipient specifically represents to DOC that the person is authorized to act on behalf of the Recipient and to bind the Recipient in contract.

Approved for the Office of the Governor:

by: _____ date: 11/27/17

Amy Sassano, Deputy Budget Director

by: _____ date: 1/11/18

Raphael Graybill, Chief Legal Counsel

Approved for DOC:

by: _____ date: 11/1/17

Reginald D. Michael, Director
Montana Department of Corrections

by: _____ date: 10/24/17

Colleen E. Ambrose, Chief Legal Counsel