

1. **PARTIES**

The Montana Department of Corrections (**DEPARTMENT**) and the Montana Department of Public Health and Human Services (**CONTRACTOR**) enter into this Memorandum of Understanding (**MOU-DPHHS OMIS**). The parties' names, addresses, and telephone numbers are as follows:

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

Montana Department of Public Health
and Human Services (DPHHS)

111 N Sanders Street
Helena, MT 59601
(406) -444-5622

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**

This Release For Use And License Agreement (Agreement) is for the purpose of allowing the State Of Montana Department of Public Health and Human Services, to obtain for its own use certain software as more fully described herein from the State Of Montana Department of Corrections.

By signing this Agreement the parties agree:

1. The Software that is the subject of this Agreement includes the Department of Corrections Offender Information Management System (OMIS) version 3.0 and all associated documentation.
2. Montana DOC will provide the identified Software as is to Montana DPHHS for use in accordance with this Agreement.
3. Montana DPHHS is granted by Montana DOC a one time, royalty free, non-transferable, nonexclusive, perpetual right to the use of the Software.
4. Montana DOC provides the Software to Montana DPHHS and its agents without any express or implied warranties of any kind. Montana DPHHS bears any and all risk as to the quality and performance of the software as delivered and as furthered modified.
5. Montana DOC is not obligated in any manner to Montana DPHHS or its agents or third parties for the provision of technical assistance or other support in relation to its use or the use by others of the Software.
6. Montana DPHHS bears any and all risk for the servicing, repair or correction of any and all defects that may arise in relation to its use or the use by others of the Software.
7. Montana DPHHS may change the software, in the form of derivative works, enhancements, or modifications, and distribute those changes in a form that is separate from the software as delivered by Montana DOC so long as any resulting version of the software is available to Montana DOC at no charge on a royalty free, non-transferable, nonexclusive, perpetual right to the use basis. Upon Montana DOC exercising this right to use and license a Montana DPHHS version, Montana DPHHS will deliver to Montana DOC copies of the derivative software along with system documentation. Montana DOC at its sole discretion may incorporate these derivative software features or versions into its own current use of the Software or subsequent uses and versions of the Software.

4. TIME OF PERFORMANCE

This Memorandum of Understanding shall take effect upon final contract signature and shall terminate on **December 31, 2016**, 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.

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.

5. LIAISONS AND NOTICE

- A. John Daugherty, 5 South Last Chance Gulch, Helena, MT 59620, 444-4469 or successor serves as DEPARTMENT liaison.
- B. Stuart Fuller, 111 N Sanders Street, Helena, MT 59601, 444-2794 or successor serves as DPHHS liaison.
- C. All notices and invoices required in this Memorandum of Understanding shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

6. AMENDMENTS

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

7. TERMINATION AND DEFAULT

- A. The DEPARTMENT may, by written notice to DPHHS, terminate this Memorandum of Understanding in whole or in part at any time DPHHS 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.

8. INTEGRATION

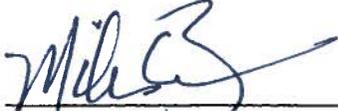
This Memorandum of Understanding contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Memorandum of Understanding, shall be binding or valid. This Memorandum of Understanding shall not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

9. **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.

SIGNATURE

DEPARTMENT



Mike Batista, Director
Montana Department of Corrections

12/8/15
Date

DPHHS



Richard Opper, Director
Montana Department of Public Health
And Human Services

12/9/15
Date

Approved for Legal Content by:



Legal Counsel
Department of Corrections

12-3-15
Date