

1. **PARTIES**

The Montana Department of Corrections (**DEPARTMENT**) and St. Vincent de Paul (**CONTRACTOR**) enter into this Memorandum of Understanding (**MOU-MWP/St. Vincent de Paul**). The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana Women's Prison
5 S. Last Chance Gulch
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

St. Vincent de Paul

2610 Montana Ave.
Billings, Montana 59101
(406) 252-1855

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**

2.1 **Purpose**

MWP agrees to provide inmate community workers to work at St. Vincent de Paul to assist in the following positions: Fashion Merchandiser/Sorter, Cashier/Floor Person, Volunteer Donation Attendant and Basement Attendant.

The inmate workers (hereinafter referred to as workers) will be identified by Department of Corrections staff. The workers will be cleared to work in the community of Billings, by being screened by MWP Management Team, and passing both the Montana Women's Prison Administrative Review Committee and the Passages Community Screening Committee. The workers will work from 0900 until 1200, Monday-Friday. They will be paid according to MCE pay policy.

The workers' direct on-site supervisor will be Ed Zabrocki at St. Vincent De Paul.

2.2 **Inmate Transport**

1. A Montana Women's Prison (MWP) staff member will transport the workers from MWP to the St. Vincent de Paul store on 2601 Montana Avenue.
2. The workers will take lunches to the work location, prepared at MWP.
3. The staff member will log the inmate into the work location, in the log book provided by MWP.
4. At the end of the work day a MWP staff will provide transportation back to MWP.
5. The inmates will be strip searched before returning to their units.

2.3 **Inmate Counts**

1. In the event workers are on the job site during a count MWP staff will travel to the location, conduct an Out Count and return the Out Count sheet to MWP.
2. At random times during the week or day MWP staff may stop by to check on the workers. These will be documented in the log book.

2.4 **Inmate Work Duties**

1. The worker will read and sign a copy of these standards. There will be Zero Tolerance for failure to comply with these standards and failure to comply will be grounds for disciplinary action and immediate termination.

2. The worker will read, agree to follow, and sign a copy of the St. Vincent de Paul job description.
3. The worker will be helpful and courteous to all civilians and staff.
4. Upon arrival at the work location, the worker must check in with their on-site supervisor prior to beginning their duties.
5. The worker will be responsible for carrying her MWP Inmate Identification Card with her at all times while in the community.
6. All MWP procedures must be followed while on assignment in the community.
7. The worker will dress in clean prison clothes and maintain proper and clean personal hygiene.
8. The worker will not accept favors or gratuities from any member of the staff or public.
9. The same rules while in the facility apply while at the work location.
10. The worker will not have computer, telephone or electronic communication accessibility.
11. A signed copy of this document will be placed in the inmates' file for compliance documentation.

2.5 St. Vincent de Paul's Duties

1. The inmate workers should receive a list of daily duties and work expectations on their first day.
2. At the beginning of each work day, the on-site supervisor should outline the additional duties for the day that fall outside of the normal daily activities.
3. If expectations are not being met, the workers should be informed immediately as to how they can improve their performance.
4. Monthly performance evaluations and payroll sheet, provided by MWP, must be completed and sent to the MWP accounting office by the 3rd week of each month.
5. Prior to the workers operating any equipment, the proper training must be completed by the on-site supervisor.
6. Safety equipment must be provided for all equipment operation. The on-site supervisor will ensure that the workers utilize the safety equipment.
7. The on-site supervisor will ensure that the workers are directed to immediately report all injuries, safety hazards, and broken or malfunctioning equipment to the supervisor.
8. The on-site supervisor will ensure that the workers exhibit courteous and respectful behavior towards staff, supervisors, and members of the public at all times.
9. CONTRACTOR 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. CONTRACTOR shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct

2.6 Security Issues that must be maintained by St. Vincent de Paul

1. If the workers are to have keys to any building, equipment, cabinets, etc. these keys need to be documented and checked out to the workers on a daily basis. The keys must also be accounted for at the end of each work day.
2. At no time are the workers allowed to drive a vehicle.
3. If a problem arises with the workers, and there is fear of public safety or the safety of the inmate, contact Billings Police Department/Yellowstone County Sheriff's Department (911), and MWP Control 247-5141 immediately.
4. If an inmate worker cannot be accounted for during a count or fails to remain within the limits of the approved community work plan, MWP control must be notified immediately to initiate escape procedures.
5. Any unusual or suspicious incident should be brought to the attention of MWP.

6. Smoking is prohibited by inmates. Giving tobacco or other contraband to inmates working in the community is considered "Introduction of contraband to an inmate".
7. The workers should not be given any item of a personal nature, food, drinks or gratuities outside of the normal courses of business.

3. TIME OF PERFORMANCE

This Memorandum of Understanding shall take effect upon final signature and shall terminate on **August 30, 2017**, 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.

4. LIAISONS AND NOTICE

- A. Joan Daly-Shinners, Warden Montana Women's Prison, 701 South 27th Street, Billings, MT (406) 247-5112, or successor serves as DEPARTMENT liaison.
- B. Edward Zabrocki, St. Vincent de Paul, 2610 Montana Avenue, Billings, MT 59101 (406)252-1855 or successor serves as Contractor's 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.

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. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, indemnify, and hold harmless the Department, its 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 Contractor's 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.

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.

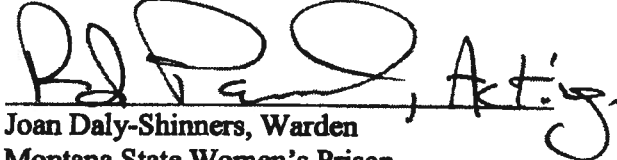
9. **SEVERABILITY**

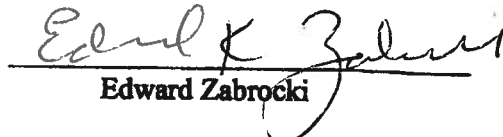
A declaration by any court, or any other binding legal source, that any provision of this Memorandum of Understanding is illegal and void shall not affect the legality and enforceability of any other provision of this Memorandum of Understanding, unless the provisions are mutually dependent.

SIGNATURE

DEPARTMENT

St. Vincent De Paul

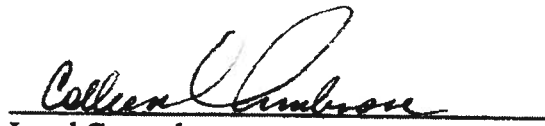

Joan Daly-Shinners, Warden
Montana State Women's Prison


Edward Zabrocki

8/26/2016
Date

8/30/16
Date

Approved for Legal Content by:


Legal Counsel
Department of Corrections

8-19-16
Date