1. PARTIES

The Montana Department of Corrections, Crime Control Bureau **(CCB)** and Department of Public Health and Human Services **(DPHHS)** enter into this Memorandum of Understanding **(MOU – DPHHS/MBCC ~~MAT~~ COAP Grant)**. 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

Department of Public Health and Human Services

111 North 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:

The Montana Department of Corrections, Crime Control Bureau (CCB) and the Department of Public Health and Human Services (DPHHS) intend to submit an application for the Department of Justice, Bureau of Justice Assistance Comprehensive Opioid Abuse Site-based Grant Program. CCB will be the main applicant, and the Addictive and Mental Disorders Division (AMDD) within DPHHS will serve as the project coordinator.

The project will be broken into two phases:
1. Phase 1 – in years 1-2 for planning
2. Phase 2 – in years 3-~~5~~, for implementation

Project goals will include:
1. retaining offenders who abuse illicit or prescription opioids in treatment and recovery services;
2. increasing the use of diversion; and
3. reducing the incidence of overdose death.

2. DUTIES/RESPONSIBILITIES OF DEPARTMENT AND CONTRACTOR

Responsibilities of CCB:

CCB will serve as the State Administering Agency for directing criminal justice planning. CCB will provide a program manager who will submit an application under category 4 of the 2018 Comprehensive Opioid Abuse Site-Based Program, and will oversee management of federal funding and reporting requirements throughout the life of the project.

Responsibilities of DPHHS:

The AMDD within DPHHS will serve as the Single State Agency responsible for substance abuse services. AMDD will provide a project coordinator who will arrange and coordinate planning meetings with multidisciplinary parties, organize the creation of a statewide strategic plan, and assist with the implementation priorities identified in the statewide strategic plan.

3. TIME OF PERFORMANCE

This Memorandum of Understanding shall take effect on October 1, ~~2018~~ keep @ 2018, and shall terminate on September 30, ~~2019~~ 2020, 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)~~ three (3) 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.

4. LIAISONS AND NOTICE

A. ~~Adrianne Cotton, Government Relations Director, 406-444-0340 or successor serves as CCB liaison.~~ John Daugherty, Administrator

B. Zoe Barnard, Administrator, 406-444-7044 or successor serves as DPHHS, AMDD 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 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.

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

Crime Control Bureau

~~Adrianne Colton, Government Relations Director~~
John Daugherty, Administrator

JUNE 6, 2018
Date

Department of Public Health and Human Services

Bobbi Perkins, Bureau Chief
Chemical Dependency Bureau / SSA

6·14·18
Date

Board of Crime Control

~~Laura Obert~~, Chair / SAA
Peter Ohman

June 15, 2018
Date

Addictive and Mental Disorders Division

Zoe Barnard, Administrator

6·14·18
Date

Approved for Legal Content by:

Legal Counsel
Department of Public Health and Human Services

6/15/18
Date