

**STATEMENT OF WORK
MONTANA DEPARTMENT OF CORRECTIONS
AND
NEW MEXICO CORRECTIONS DEPARTMENT**

1. GENERAL DESCRIPTION

Pursuant to the Memorandum of Understanding between the Montana Department of Corrections (MDOC) and New Mexico Corrections Department (NMCD), effective upon final signature ("Agreement"), MDOC requests NMCD conduct a PREA compliance audit for Montana State Prison (MSP). For purposes of this Statement of Work, MDOC is the requesting Party, and NMCD is the responding Party.

2. PURPOSE

Pursuant to PREA Standard 28 CFR 115.401-115.405 ("PREA Standards"), during the three-year period starting on August 21, 2016 and during each three-year period thereafter, MDOC shall ensure that each MDOC correctional facility or service program is audited at least once. In furtherance thereof, and as set forth in the Agreement, MDOC is requesting NMCD to conduct a PREA compliance audit, as further described herein.

3. RESPONDING PARTY'S OBLIGATIONS

NMCD shall use the PREA audit instrument approved by the Federal Department of Justice ("DOJ"). NMCD shall conduct a DOJ PREA audit of MDOC's Montana State Prison, located in Deer Lodge, MT.

4. PERSONNEL

A. NMCD Responsible Administrator

NMCD's performance hereunder shall be under the direction of the PREA Administrator identified in the Agreement.

B. PREA Auditor

NMCD names the following staff member to serve as the PREA Auditor:

Name	Robin Bruck
Division	
Address	P.O. Box 639
Address	Las Cruces, NM 88004
Phone	505-629-9035

Ms. Bruck's auditor certification is currently pending. Should she not be fully certified by 42 days prior to the onsite portion of the audit, Jillian Shane will be the PREA Auditor and Ms. Bruck will be a PREA Auditor Support Staff.

C. PREA Auditor Support Staff

NMCD names the following staff members to provide support to the PREA Auditor in performing the audit ("Support Staff"):

Name	Jillian Shane
Division	Office of the Inspector General
Address	615 First Street NW
Address	Albuquerque, NM 87102

Phone	Office: 505-383-2993 Cell: 575-915-4194
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Name	Bernadette Deats
Division	Office of Professional Standards
Address	
Address	
Phone	Office: 505-383-2990 Cell: 505-469-1385

D. MDOC Responsible Administrator

MDOC's performance hereunder shall be under the direction of the MDOC PREA Coordinator/Administrator identified in the Agreement.

E. MDOC Facility Contacts

The Department PREA Coordinator is the primary contact with onsite contact managed by the Facility PREA Compliance Manager and the Warden of MSP:

FACILITY			
Name	Michael Fletcher, Warden	Name	Patrick Sheehan, PREA Compliance Manager
Address	700 Conley Lake Rd. Deer Lodge, MT 59722	Address	700 Conley Lake Rd. Deer Lodge, MT 59722
Phone	406-846-1320 x2200	Phone	406-846-1320 x2377

Departmental PREA Coordinator	
Name	Michele Morgenroth
Address	5 South Last Chance Gulch, Helena, MT 59620
Phone/Email	406-444-6583 mmorgenroth@mt.gov

The PREA Auditor, and Support Staff identified above (collectively, the "PREA Audit Team"), shall be permitted to request and receive copies of any relevant documents (including electronically stored information) from these Facility Contacts.

5. PREA AUDITOR RESPONSIBILITY AND AUTHORITY

The PREA Auditor shall have the responsibility and authority to independently observe, assess, and review, with the aid of Support Staff, and report on MDOC's implementation and compliance with the PREA Standards at the Facility. In order to accurately assess compliance at each Facility, the PREA Audit Team shall:

- A. Conduct an on-site inspection to observe programs and activities.
- B. Interview pertinent administrators, professional staff, correctional staff, and contractors.
- C. Individually interview a sample of offenders; and staff from all shifts.
- D. Review a sampling of videotape surveillance recordings from housing units.
- E. Conduct detailed reviews of offender records and other pertinent documents and reports.
- F. Spend a sufficient amount of time at the Facility in order to accurately assess "day to day" operations and conditions. The PREA Auditor shall be responsible for independently verifying representations from the Facility regarding the Facility's compliance with the PREA Standards.
- G. Be permitted to initiate and receive *ex parte* communications with community stakeholders (e.g. victim advocates, Rape Crisis Center, SANE program), PREA Resource Center, the Department of Justice, offenders, and other interested parties.

- H. Pass along to the MDOC PREA Coordinator any undocumented reports or allegations of sexual assault, abuse, or harrassment made by an offender to the PREA Auditor.

6. SCOPE OF AUDIT

A. Auditing Schedule

Up to seven full days are anticipated to conduct the audit of MSP. The anticipated dates are as follows:

- February 26, 2018 – March 4, 2018

Additional days may be scheduled as needed and agreed upon by the parties.

The PREA Auditor shall provide the MDOC PREA Coordinator, the Warden, and the Facility PREA Manager of the respective facility with a tentative schedule of activities during any on-site visits at least three (3) days prior to arrival at the Facility.

B. MDOC Accommodations

i. During the Audit, each Facility will provide:

- a) A room for the PREA Audit Team to use, with access to a telephone, fax machine, computer (computer access can be provided, however, the PREA Audit Team may bring in laptop computers only with prior approval of MDOC). Laptop computers with cellular service will not be authorized and cellular phones in the facility must have prior approval of MDOC.
- b) A room whereby offenders can talk confidentially, while maintaining the Facility and PREA Audit Team's safety.
- c) A room whereby Staff can talk confidentially and freely with the PREA Audit Team.

ii. Advance Notice

At least six (6) weeks before the audit, the Facility shall post an announcement for staff and offenders, making them aware of the dates of the audit and ways to contact the PREA Auditor. MDOC PREA Coordinator will be provided the contact information for posting and it will be posted as of January 15, 2018.

In addition, MDOC shall post and disseminate the following message to offenders and staff:

"A U.S. Department of Justice PREA Certified Auditor will conduct a PREA audit at this Facility. If you want to provide information or talk with the PREA Auditor, you can do so by sending a letter directly to the PREA Auditor. Offenders or staff with information to provide may write to the PREA Auditor c/o (insert auditor name). All correspondence must include "For the "MSP PREA AUDIT" on the envelope, otherwise it will not be considered confidential."

iii. Audit Support and Access

The MDOC Responsible Administrator shall ensure that the PREA Audit Team has access to staff members to help obtain documents, reports or lists of offenders, staff, contractors, and other stakeholders for interviews, provide a tour, and provide a confidential room to conduct interviews.

The MDOC Responsible Administrator shall ensure that the PREA Audit Team has access to the Facility, documentation (including electronically-stored information), personnel, and offenders, consistent with the auditing standards, until the completion and issuance of the final report.

- iv. **Maintenance of Documentation and Information**
NMCD shall maintain and secure any and all of the documentation (including electronic documentation) required by the PREA Standards. The PREA Audit Team is authorized to request, review, and retain all such documentation prior to, during, and after the on-site visit.
- v. **Retaliation Safeguards.**
MDOC agrees that it shall not retaliate against any person because that person has provided any information or assistance to the PREA Audit Team, has filed or will file a complaint, or has participated in any other manner in the conduct of the audit. MDOC agrees that it shall timely and thoroughly investigate any allegations of retaliation in violation the PREA Standards, the Agreement, or this Statement of Work, and take corrective action identified through such investigations.
- vi. **Reporting of New Claims:**
PREA Auditors are mandatory reporters. If an offender makes a report of sexual abuse or sexual assault, the PREA Auditor shall report it to appropriate facility staff as well as inform the offender at the onset of the interview what the confidentiality limitations are.

C. Phase I: Pre-Audit

The Pre-audit duties will include access to and uploading documents into the Pre-audit questionnaire as well as answering questions. In addition, the PREA Auditor shall engage in the following activity:

- i. Review the Pre-audit questionnaire.
- ii. Coordinate and interview the MDOC Responsible Administrator and the Facility PREA Manager.
- iii. Review contracts with victim advocacy groups (phone numbers and contact information will be provided by MDOC).
- iv. Review MDOC policies and documentation provided to determine compliance with the PREA Standards.
- v. Coordinate the arrival, tour, schedule and interviews.

D. Phase II: On-Site

During the audit, the Facility PREA Manager will be available to assist and coordinate meetings, tours, and obtain additional documents. A Facility Contact can provide a list of staff, contractors, offenders, and other stakeholders, upon request. The PREA Audit Team is expected to engage in the following activities:

- i. Tour the Facility, and any re-tour, as needed.
- ii. Scheduled Interviews (estimated length 15 minutes to an hour and interviews will be conducted in a setting where the subjects feel free to talk without being overheard by other staff or offenders).
 - a) Warden
 - b) Random staff
 - c) Specialized staff
 - d) Contractors
 - e) Random offenders
 - f) Specific offenders (e.g. youthful, disabled, limited English proficient, sexual identity (e.g. transgender, intersex, gay, bi-sexual, etc.), offenders in segregated housing for risk of sexual victimization, offenders who reported sexual abuse or assault and offenders who disclosed sexual victimization during screening or assessment)

- iii. Review investigative paperwork including but not limited to investigative reports and findings, court/prosecution documents, disciplinary actions, or administrative actions.
- iv. Review MDOC records concerning the following subjects:
 - a) Grievances.
 - b) Disciplinary Hearing documents.
 - c) Screening forms, counseling records and documentation.
 - d) Personnel background checks, training and other Personnel records.
 - e) Other forms related to the PREA Standards compliance.
- v. Random Interviews (estimated length 20-40 minutes and interviews will be conducted in a setting where subjects may feel free to talk without being overheard by other staff or offenders).
- vi. The MDOC Responsible Administrator will assist the PREA Audit Team with coordinating interviews with specialized staff located outside the Facility. These include:
 - a) MDOC Director.
 - b) Department Human Resources.
 - c) Contract Administrator.
 - d) Medical, Mental Health.
 - e) Data collection information
 - f) Others as are deemed necessary and upon request. Due to the location, some of these staff may only be available by phone. In the event of an emergency or previously scheduled time out for court or leave, their designee will be made available. Follow up with the primary staff can be scheduled for a later or earlier time.
 - g) Meet with the Facility PREA Manager, Warden, and the MDOC PREA Coordinator daily to give them an idea of how the audit is progressing, and to provide an opportunity to clarify issues or rectify them on the spot, whenever possible.

E. Phase III: Post-Site Work

The PREA Auditor shall finalize the interim audit report within 60 days of departing the Facility and submit it to the MDOC PREA Coordinator. During this time, it is expected the PREA Audit Team may engage in follow-up action, including:

- i. Reviewing additional documents.
- ii. Interviewing past or new persons to clarify issues.
- iii. Reviewing standards.
- iv. Facilitate communication via phone calls with the relevant Facility, MDOC PREA Coordinator, or outside advocates
- v. Prepare and write the audit report.
- vi. If corrective action is required, then work with the MDOC PREA Coordinator and the relevant Facility PREA Manager to formulate a plan on how to achieve compliance with the relevant PREA Standard during the corrective action periods.

7. CORRECTIVE ACTION

If the audit report indicates that corrective action is required, the PREA Auditor and MDOC shall work to promptly and jointly develop a corrective action plan toward achieving compliance with all PREA Standards. The corrective action plan shall contain a timeline for achieving specific remedial measures that MDOC shall initiate to achieve compliance within a 180-day corrective action period. Pursuant to the corrective action timeline, MDOC shall deliver to the PREA Auditor, and the PREA Auditor shall review and comment upon, the

corrective action deliverables. At the conclusion of the 180-day corrective action period, the PREA Auditor shall issue the final audit report within 30 days.

MDOC may request that the PREA Auditor, and any necessary Support Staff, return to the Facility to assist with the correction action plan. Corrective action may require additional compensation for any follow up activity conducted by the PREA Audit Team. This will be accomplished through a separate written Statement of Work pursuant to the Agreement.

8. FINAL REPORT

The PREA Auditor shall provide a copy of the final report to the Department PREA Coordinator and the PREA Resource Center (PRC) as required by the guidelines. MDOC shall publish the final audit report as required by the PREA Standards.

9. PAYMENT AND REIMBERSABLE COSTS

MDOC shall make payment in accordance with the provisions set forth in the Agreement and in this Statement of Work.

A. Hotel/Lodging

The Federal per diem rates and policies in effect at the time of the Audit shall apply to reimbursable costs hereunder. Hotel lodging for the PREA Audit Team will be based on the allocation provided by the federal per diem rate as indicated below. All receipts are required for reimbursement.

B. Travel

Air transport will be arranged by NMCD and reimbursed by MDOC. NMCD shall select the most efficient and cost effective travel arrangements. The rental car cost will be reimbursed by MDOC after the completion of the audit. The rental car cost may include the basic insurance coverage offered by the selected rental car company. All travel receipts (including airfare, rental car, point of departure taxi, shuttle, baggage fees, parking, gas etc.) are required for any reimbursement.

C. Miscellaneous

Any additional expenses based on the federal allowance for incidentals, may be considered. Prior to the expenditure, the PREA Auditor must secure MDOC's prior written approval requesting compensation for incidental expenses.

D. Cost (estimated)

	Per Person	Audit (times 3 staff)
Airfare (per person)	\$600	\$ 1800
Per Diem for Lodging (per person/per night)	\$93 + taxes	\$1953 + taxes
Incidentals (baggage)	\$50	\$150
Travel: (1 car)		\$550
Total Estimate:		\$4453

10. ADMINISTRATIVE REQUIREMENTS

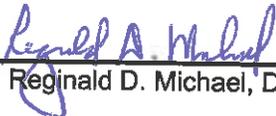
A. Accounting

- i. At all times from the effective date of this Statement of Work, until completion of the audit, NMCD shall maintain properly segregated books of funds and expenses associated with the audit.

- ii. All receipts and expenditures associated with the audit shall be documented in a detailed and specific manner, and shall comply with the budget terms set forth herein.
- iii. NMCD shall make and maintain accounting and financial books and records documenting its performance under the Agreement in a form consistent with good accounting practices.
- iv. NMCD shall finalize all the required MDOC documentation to obtain reimbursement of expenses for the PREA Audit Team.

11. SIGNATURES

THE PARTIES HERETO HAVE EXECUTED THIS STATEMENT OF WORK

<p>STATE OF MONTANA Steve Bullock, Governor Montana Department of Corrections</p>	<p>STATE OF NEW MEXICO Susana Martinez, Governor New Mexico Corrections Department</p>
 <hr/> By: Reginald D. Michael, Director	 <hr/> By: David Jablonski, Secretary
Date: <u>12/7/17</u>	Date: <u>12/28/17</u>

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**Memorandum of Understanding
Between
MONTANA DEPARTMENT OF CORRECTIONS
And
NEW MEXICO CORRECTIONS DEPARTMENT**

This Agreement ("Agreement") is between the Montana Department of Corrections ("MDOC") and the New Mexico Corrections Department ("NMCD"). Individually, they are referred to as a "Party;" together, they are referred to as "Parties."

1. BACKGROUND

The Prison Rape Elimination Act ("PREA"), 42 U.S.C. 15601 et seq., and federal PREA Standards located at 28 CFR 115 ("PREA Standards"), require the Parties to comply with standards for preventing sexual abuse in correctional institutions and program services. The national PREA Standards became effective August 20, 2012. Standard 115.401(a) states "During the three-year period starting on August 20, 2013, and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once."

2. PURPOSE

The purpose of this Agreement is to outline the responsibilities of MDOC and NMDC in respect to PREA auditing of their respective institutions and programs. Both Parties agree to circular auditing requirements as outlined by the Federal Department of Justice, Bureau of Justice Assistance (BJA) and agree to perform PREA audits at the least cost possible to both Parties.

3. CONSORTIUM BASED CIRCULAR AUDITING

Each Party agrees to participate in circular auditing with the Western ASCA Consortium ("Consortium") as consideration for the audit it receives from one or more other Consortium members. States participating in the Consortium are: California, Hawaii, Montana, Nevada, New Mexico, Oregon, and Washington. No Consortium member may audit and be audited by the same other Consortium member within any twelve-month period.

a. Immunity

Neither Party waives sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

b. Insurance

Each Party agrees that it will perform requested services pursuant to this Agreement as an independent contractor. Nothing in this agreement constitutes an obligation by one Party to insure or employ an employee of the other Party. Each Party agrees that its employees will be insured under the employee's employer-sponsored insurance coverages, including healthcare, worker's compensation and unemployment. Each Party waives any right or claim of subrogation against the other Party.

4. AUTHORIZED REPRESENTATIVES

The Parties designate their PREA Administrators as their authorized representative for administration of this Agreement. The PREA Administrators may be contacted at:

a. **MDOC**

Michele Morgenroth
Montana Department of Corrections
5 South Last Chance Gulch
Helena, MT 59620
Phone: 406-444-6583
FAX: 406-444-4920
Email: mmorgenroth@mt.gov

b. **NMCD**

Jillian Shane
New Mexico Corrections Department
615 First Street NW
Albuquerque, NM 87102
Phone: 575-915-4192
Email: jillian.shane@state.nm.us

5. RESPONSIBILITIES OF PARTIES

A Party may request the other Party to appoint and send a PREA Auditor and associated support staff to the requesting Party's nominated facility or program to conduct an audit of the requesting Party's compliance with the PREA Standards. The requesting Party shall include a proposed Statement of Work, outlining the scope of the audit and terms of reimbursement. Within fourteen (14) days, the responding Party shall make a determination whether to respond to the request, and shall advise the requesting Party of its determination. No Party is obligated to audit any other Party's facility or program. If the responding Party agrees to engage in a PREA compliance audit, the Parties shall negotiate the terms of the Statement of Work, and execute the Statement of Work. The agreed Statement of Work may be executed in counterparts and delivered by electronic means.

6. STATEMENT OF WORK

The Statement of Work shall contain the following details:

- Reference to this Agreement.
- The dates and times of each facility or program to be audited.
- The names of the responding Party's staff member who shall serve as auditor ("PREA Auditor").
- Other responding Party staff who shall support the PREA Auditor ("Support Staff").
- Terms of reimbursement for the responding Party's expenses, including timeliness.
- Require that the Agency/Facility authorizes the DOJ PREA Auditor to have continuing access to all documentation and things reviewed on site for a period of fifteen (15) months from the date of the final facility audit report.

7. PREA AUDITOR STANDARDS

a. **Auditor Qualifications**

Each Party shall assure that the PREA Auditor it sends to audit another Party's facility or program is a Certified BJA/DOJ PREA Auditor. The PREA Auditor must have attended PREA auditor training, recertification training, and must be certified by BJA/DOJ via the PREA Resource Center.

A PREA Auditor cannot receive or have received financial compensation from the requesting Party, except for travel costs to perform an audit, for three years prior to the PREA audit, and for three years subsequent, with the exception of subsequent PREA audits.

The PREA Auditor should be to be a non-exempt employee so that over-time will not be incurred during the audit process. Any overtime is the responsibility of the sending agency.

b. **Conflict of Interest**

The PREA Auditor shall not accept employment or provide consulting services that would present a conflict of interest with his or her responsibilities under this Agreement, with the PREA auditing standards, or with auditor ethical guidance provided by the PREA Resource Center or the federal Department of Justice.

c. **Auditor Duties**

The PREA auditor may bring other staff to provide assistance, including conducting interviews, but the PREA Auditor is ultimately responsible for the final audit and work product generated in furtherance of the audit.

Each PREA Auditor, and all Support Staff, shall maintain confidentiality in regard to the audit.

The PREA Auditor is required to be present for, and supervise the entirety of the onsite portion of the audit.

The PREA Auditor shall sign and certify both the interim and final audit reports, and deliver it to the requesting Party's PREA Administrator in hard copy, with an electronic copy in "PDF" format.

If the PREA Auditor finds areas of non-compliance with any PREA Standard, the PREA Auditor will work with the requesting Party through the 180-day resolution period after the audit results are filed.

d. **Auditor Independence**

Neither the requesting Party, nor any employee or agent of the requesting Party, shall have any supervisory authority over the PREA Auditor's activities, reports, findings, or recommendations.

e. **Health Insurance Portability and Accountability Act of 1996 ("HIPAA")**

Federal law governing the privacy of certain health information allows medical providers with lawful custody of an offender to provide any information necessary for (among other things) "[t]he health and safety of such individual or other inmates" or "[t]he

administration and maintenance of the safety, security, and good order of the correctional institution.” [45 CFR §§164.512(d), 164.512(k)(5)(i)] Accordingly, the Auditor shall observe the confidentiality protections for HIPAA information obtained and disclosed during the Audit, in conformity with HIPAA and 45 CFR §§164.512(d), 164.512(k)(5)(i).

f. Confidentiality

Each Facility PREA Audit will involve reviewing investigative reports, offender files, and other documents that will contain information on victims of sexual assault, sexual abuse, and sexual harassment. The material collected and distributed to audit team members is intended only for use in conducting the PREA Audit.

The content of the file maintained on an offender is confidential. Each Party shall hold information or documents identifying victims of sexual assault or sexual abuse confidential and only provide such information or documentation as needed to comply with auditing requirements. All documents and information contained within and obtained during the auditing process are confidential and shall not be released unless compelled by a court, and shall not be accessible to any offender. Audit team members will keep all Audit materials confidential, in a secure location, and will destroy the materials after the time required by the Department of Justice for audit records. No Audit staff shall disclose any information from an offender's file, including but not limited to medical, mental health, or substance abuse treatment information, to any third party or the subject offender, except where permitted or required by law, this Agreement, or where such disclosure is expressly approved by MDOC in writing.

Each PREA Auditor, and each Support Staff supporting the PREA Auditor, shall execute and deliver to the requesting Party a Non-Disclosure Agreement prior to commencing work on the Audit, substantially in the form as attached hereto as Exhibit A.

8. PUBLIC STATEMENTS

Except as required or authorized by the PREA auditing standards; federal, Montana, or local law, judicial order, any Statement of Work; or as permitted by the requesting Party in writing, the PREA Auditor shall not make any oral or written public statements, including, but not limited to, statements to the press, conference presentations, lectures, or articles, with regard to: the status of MDOC's compliance or noncompliance with the PREA Standards, or any act or omission of MDOC or its agents, representatives or employees.

9. TESTIMONY

Except as required or authorized by the terms of any Statement of Work, or by written permission of the requesting Party, the PREA Auditor shall not testify in any litigation or proceeding with regard to the status of the requesting Party's compliance or noncompliance with the PREA Standards; or any act or omission of the requesting Party or its agents, representatives or employees, unless otherwise lawfully compelled to do so. If the PREA Auditor is lawfully compelled to provide such information, the PREA Auditor shall promptly notify the requesting Party.

10. TERMINATION OF THE PREA AUDITOR OR SUPPORTING STAFF MEMBER

The PREA Auditor, and any Support Staff supporting the PREA Auditor during the audit, may be terminated if the requesting Party and the federal Department of Justice agree and upon good cause shown. Good cause shall include, among other things, any violation of the PREA Standards; or federal, state, or local law, which reasonably calls into question the person's fitness to continue serving in the role.

11. COMPENSATION

No compensation shall be paid to or received by either Party for the PREA auditing services performed under this Agreement, with the exception of allowable travel expenses.

Effective, the second cycle of audit the allowable travel expenses are defined as:

- Round-trip coach airfare and associated baggage fees to the requesting Party's facility or program to be audited.
- Economy or compact size rental car depending on the amount of support staff, unless the requesting Party provides a vehicle for use by the PREA Auditor (including Support Staff).
- Hotel room for the duration of the audits, single occupancy.
- Parking and Mileage expense.

All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the requesting Party. The travel must comply with all the requirements set forth in this section and in the Statement of Work, and must be for official state business only. Personal expenses shall not be authorized at any time.

Travel expenses shall be reimbursed only in accordance with rates approved by the requesting Party's financial or controller authority and in effect at the time the expense was incurred, however all lodging shall be based on the Federal Per Diem rates. The requesting Party shall identify these terms in the Statement of Work, to be agreed by the Parties.

Receipts are required for airfare, baggage fees, rental car, parking, mileage, and lodging. Effective the second year of the second cycle of audits (August 20, 2017) each State shall be responsible for their staff's cost for meals and incidentals as this will no longer be a reimbursed expense.

Miscellaneous expenses relating to travel may be authorized if agreed in writing prior to incurring any expense for which reimbursement will be sought.

Prohibition on Additional Compensation

Neither the PREA Auditor nor the Support Staff shall accept any additional compensation for the conduct of the audit not set forth in this Agreement.

12. DURATION OF AGREEMENT

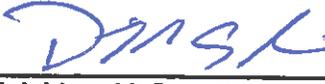
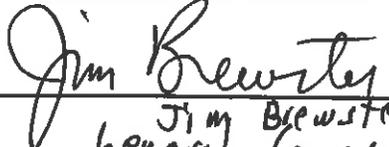
This agreement shall take effect upon execution by both Parties to this Agreement, and remain in effect for five (5) years, or upon the conclusion of any engaged PREA audit and resulting corrective action period (180 days), whichever is later.

13. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement upon written notice to the other Party's Authorized Representative. Termination shall become effective thirty (30) days following receipt of said notice by the Authorized Representative, or upon the conclusion of any engaged PREA audit and resulting corrective action period (180 days), whichever is later.

14. SIGNATURES:

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

<p>STATE OF MONTANA Steve Bullock, Governor Department of Corrections Reginald D. Michael, Director</p> <p> _____</p> <p>By: Reginald D. Michael, Director</p> <p>Date: <u>12/7/17</u></p>	<p>STATE OF New Mexico Susana Martinez, Governor Corrections Department David Jablonski, Secretary</p> <p> _____</p> <p>By: David Jablonski, Secretary</p> <p>Date: <u>12/28/17</u></p>
<p>REVIEWED AS TO FORM:</p> <p> _____</p> <p>Colleen E. Ambrose, Attorney</p> <p>Date: <u>11/30/17</u></p>	<p>REVIEWED AS TO FORM:</p> <p> _____</p> <p>Name: Jim Brewster Title: General Counsel Date: <u>1-9-18</u></p>

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4. PERSONNEL

A. NMCD Responsible Administrator

NMCD's performance hereunder shall be under the direction of the PREA Administrator identified in the Agreement.

B. PREA Auditor

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Name	Robin Bruck
Division	
Address	P.O. Box 639
Address	Las Cruces, NM 88004
Phone	505-629-9035

Ms. Bruck's auditor certification is currently pending. Should she not be fully certified by 42 days prior to the onsite portion of the audit, Jillian Shane will be the PREA Auditor and Ms. Bruck will be a PREA Auditor Support Staff.

C. PREA Auditor Support Staff

NMCD names the following staff members to provide support to the PREA Auditor in performing the audit ("Support Staff"):

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Division	Office of the Inspector General
Address	615 First Street NW
Address	Albuquerque, NM 87102

Phone	Office: 505-383-2993 Cell: 575-915-4194
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Name	Bernadette Deats
Division	Office of Professional Standards
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E. MDOC Facility Contacts

The Department PREA Coordinator is the primary contact with onsite contact managed by the Facility PREA Compliance Manager and the Warden of MSP:

FACILITY			
Name	Michael Fletcher, Warden	Name	Patrick Sheehan, PREA Compliance Manager
Address	700 Conley Lake Rd. Deer Lodge, MT 59722	Address	700 Conley Lake Rd. Deer Lodge, MT 59722
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Departmental PREA Coordinator	
Name	Michele Morgenroth
Address	5 South Last Chance Gulch, Helena, MT 59620
Phone/Email	406-444-6583 mmorgenroth@mt.gov

The PREA Auditor, and Support Staff identified above (collectively, the "PREA Audit Team"), shall be permitted to request and receive copies of any relevant documents (including electronically stored information) from these Facility Contacts.

5. PREA AUDITOR RESPONSIBILITY AND AUTHORITY

The PREA Auditor shall have the responsibility and authority to independently observe, assess, and review, with the aid of Support Staff, and report on MDOC's implementation and compliance with the PREA Standards at the Facility. In order to accurately assess compliance at each Facility, the PREA Audit Team shall:

- A. Conduct an on-site inspection to observe programs and activities.
- B. Interview pertinent administrators, professional staff, correctional staff, and contractors.
- C. Individually interview a sample of offenders; and staff from all shifts.
- D. Review a sampling of videotape surveillance recordings from housing units.
- E. Conduct detailed reviews of offender records and other pertinent documents and reports.
- F. Spend a sufficient amount of time at the Facility in order to accurately assess "day to day" operations and conditions. The PREA Auditor shall be responsible for independently verifying representations from the Facility regarding the Facility's compliance with the PREA Standards.
- G. Be permitted to initiate and receive *ex parte* communications with community stakeholders (e.g. victim advocates, Rape Crisis Center, SANE program), PREA Resource Center, the Department of Justice, offenders, and other interested parties.

- H. Pass along to the MDOC PREA Coordinator any undocumented reports or allegations of sexual assault, abuse, or harrasment made by an offender to the PREA Auditor.

6. SCOPE OF AUDIT

A. Auditing Schedule

Up to seven full days are anticipated to conduct the audit of MSP. The anticipated dates are as follows:

- February 26, 2018 – March 4, 2018

Additional days may be scheduled as needed and agreed upon by the parties.

The PREA Auditor shall provide the MDOC PREA Coordinator, the Warden, and the Facility PREA Manager of the respective facility with a tentative schedule of activities during any on-site visits at least three (3) days prior to arrival at the Facility.

B. MDOC Accommodations

i. During the Audit, each Facility will provide:

- a) A room for the PREA Audit Team to use, with access to a telephone, fax machine, computer (computer access can be provided, however, the PREA Audit Team may bring in laptop computers only with prior approval of MDOC). Laptop computers with cellular service will not be authorized and cellular phones in the facility must have prior approval of MDOC.
- b) A room whereby offenders can talk confidentially, while maintaining the Facility and PREA Audit Team's safety.
- c) A room whereby Staff can talk confidentially and freely with the PREA Audit Team.

ii. Advance Notice

At least six (6) weeks before the audit, the Facility shall post an announcement for staff and offenders, making them aware of the dates of the audit and ways to contact the PREA Auditor. MDOC PREA Coordinator will be provided the contact information for posting and it will be posted as of January 15, 2018.

In addition, MDOC shall post and disseminate the following message to offenders and staff:

"A U.S. Department of Justice PREA Certified Auditor will conduct a PREA audit at this Facility. If you want to provide information or talk with the PREA Auditor, you can do so by sending a letter directly to the PREA Auditor. Offenders or staff with information to provide may write to the PREA Auditor c/o (insert auditor name). All correspondence must include "For the "MSP PREA AUDIT" on the envelope, otherwise it will not be considered confidential."

iii. Audit Support and Access

The MDOC Responsible Administrator shall ensure that the PREA Audit Team has access to staff members to help obtain documents, reports or lists of offenders, staff, contractors, and other stakeholders for interviews, provide a tour, and provide a confidential room to conduct interviews.

The MDOC Responsible Administrator shall ensure that the PREA Audit Team has access to the Facility, documentation (including electronically-stored information), personnel, and offenders, consistent with the auditing standards, until the completion and issuance of the final report.

iv. Maintenance of Documentation and Information

NMCD shall maintain and secure any and all of the documentation (including electronic documentation) required by the PREA Standards. The PREA Audit Team is authorized to request, review, and retain all such documentation prior to, during, and after the on-site visit.

v. Retaliation Safeguards.

MDOC agrees that it shall not retaliate against any person because that person has provided any information or assistance to the PREA Audit Team, has filed or will file a complaint, or has participated in any other manner in the conduct of the audit. MDOC agrees that it shall timely and thoroughly investigate any allegations of retaliation in violation the PREA Standards, the Agreement, or this Statement of Work, and take corrective action identified through such investigations.

vi. Reporting of New Claims:

PREA Auditors are mandatory reporters. If an offender makes a report of sexual abuse or sexual assault, the PREA Auditor shall report it to appropriate facility staff as well as inform the offender at the onset of the interview what the confidentiality limitations are.

C. Phase I: Pre-Audit

The Pre-audit duties will include access to and uploading documents into the Pre-audit questionnaire as well as answering questions. In addition, the PREA Auditor shall engage in the following activity:

- i. Review the Pre-audit questionnaire.
- ii. Coordinate and interview the MDOC Responsible Administrator and the Facility PREA Manager.
- iii. Review contracts with victim advocacy groups (phone numbers and contact information will be provided by MDOC).
- iv. Review MDOC policies and documentation provided to determine compliance with the PREA Standards.
- v. Coordinate the arrival, tour, schedule and interviews.

D. Phase II: On-Site

During the audit, the Facility PREA Manager will be available to assist and coordinate meetings, tours, and obtain additional documents. A Facility Contact can provide a list of staff, contractors, offenders, and other stakeholders, upon request. The PREA Audit Team is expected to engage in the following activities:

- i. Tour the Facility, and any re-tour, as needed.
- ii. Scheduled Interviews (estimated length 15 minutes to an hour and interviews will be conducted in a setting where the subjects feel free to talk without being overheard by other staff or offenders).
 - a) Warden
 - b) Random staff
 - c) Specialized staff
 - d) Contractors
 - e) Random offenders
 - f) Specific offenders (e.g. youthful, disabled, limited English proficient, sexual identity (e.g. transgender, intersex, gay, bi-sexual, etc.), offenders in segregated housing for risk of sexual victimization, offenders who reported sexual abuse or assault and offenders who disclosed sexual victimization during screening or assessment)

- iii. Review investigative paperwork including but not limited to investigative reports and findings, court/prosecution documents, disciplinary actions, or administrative actions.
- iv. Review MDOC records concerning the following subjects:
 - a) Grievances.
 - b) Disciplinary Hearing documents.
 - c) Screening forms, counseling records and documentation.
 - d) Personnel background checks, training and other Personnel records.
 - e) Other forms related to the PREA Standards compliance.
- v. Random Interviews (estimated length 20-40 minutes and interviews will be conducted in a setting where subjects may feel free to talk without being overheard by other staff or offenders).
- vi. The MDOC Responsible Administrator will assist the PREA Audit Team with coordinating interviews with specialized staff located outside the Facility. These include:
 - a) MDOC Director.
 - b) Department Human Resources.
 - c) Contract Administrator.
 - d) Medical, Mental Health.
 - e) Data collection information
 - f) Others as are deemed necessary and upon request. Due to the location, some of these staff may only be available by phone. In the event of an emergency or previously scheduled time out for court or leave, their designee will be made available. Follow up with the primary staff can be scheduled for a later or earlier time.
 - g) Meet with the Facility PREA Manager, Warden, and the MDOC PREA Coordinator daily to give them an idea of how the audit is progressing, and to provide an opportunity to clarify issues or rectify them on the spot, whenever possible.

E. Phase III: Post-Site Work

The PREA Auditor shall finalize the interim audit report within 60 days of departing the Facility and submit it to the MDOC PREA Coordinator. During this time, it is expected the PREA Audit Team may engage in follow-up action, including:

- i. Reviewing additional documents.
- ii. Interviewing past or new persons to clarify issues.
- iii. Reviewing standards.
- iv. Facilitate communication via phone calls with the relevant Facility, MDOC PREA Coordinator, or outside advocates
- v. Prepare and write the audit report.
- vi. If corrective action is required, then work with the MDOC PREA Coordinator and the relevant Facility PREA Manager to formulate a plan on how to achieve compliance with the relevant PREA Standard during the corrective action periods.

7. CORRECTIVE ACTION

If the audit report indicates that corrective action is required, the PREA Auditor and MDOC shall work to promptly and jointly develop a corrective action plan toward achieving compliance with all PREA Standards. The corrective action plan shall contain a timeline for achieving specific remedial measures that MDOC shall initiate to achieve compliance within a 180-day corrective action period. Pursuant to the corrective action timeline, MDOC shall deliver to the PREA Auditor, and the PREA Auditor shall review and comment upon, the

corrective action deliverables. At the conclusion of the 180-day corrective action period, the PREA Auditor shall issue the final audit report within 30 days.

MDOC may request that the PREA Auditor, and any necessary Support Staff, return to the Facility to assist with the correction action plan. Corrective action may require additional compensation for any follow up activity conducted by the PREA Audit Team. This will be accomplished through a separate written Statement of Work pursuant to the Agreement.

8. FINAL REPORT

The PREA Auditor shall provide a copy of the final report to the Department PREA Coordinator and the PREA Resource Center (PRC) as required by the guidelines. MDOC shall publish the final audit report as required by the PREA Standards.

9. PAYMENT AND REIMBERSABLE COSTS

MDOC shall make payment in accordance with the provisions set forth in the Agreement and in this Statement of Work.

A. Hotel/Lodging

The Federal per diem rates and policies in effect at the time of the Audit shall apply to reimbursable costs hereunder. Hotel lodging for the PREA Audit Team will be based on the allocation provided by the federal per diem rate as indicated below. All receipts are required for reimbursement.

B. Travel

Air transport will be arranged by NMCD and reimbursed by MDOC. NMCD shall select the most efficient and cost effective travel arrangements. The rental car cost will be reimbursed by MDOC after the completion of the audit. The rental car cost may include the basic insurance coverage offered by the selected rental car company. All travel receipts (including airfare, rental car, point of departure taxi, shuttle, baggage fees, parking, gas etc.) are required for any reimbursement.

C. Miscellaneous

Any additional expenses based on the federal allowance for incidentals, may be considered. Prior to the expenditure, the PREA Auditor must secure MDOC's prior written approval requesting compensation for incidental expenses.

D. Cost (estimated)

	Per Person	Audit (times 3 staff)
Airfare (per person)	\$600	\$ 1800
Per Diem for Lodging (per person/per night)	\$93 + taxes	\$1953 + taxes
Incidentals (baggage)	\$50	\$150
Travel: (1 car)		\$550
Total Estimate:		\$4453

10. ADMINISTRATIVE REQUIREMENTS

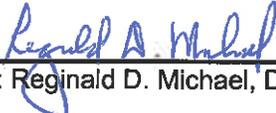
A. Accounting

- i. At all times from the effective date of this Statement of Work, until completion of the audit, NMCD shall maintain properly segregated books of funds and expenses associated with the audit.

- ii. All receipts and expenditures associated with the audit shall be documented in a detailed and specific manner, and shall comply with the budget terms set forth herein.
- iii. NMCD shall make and maintain accounting and financial books and records documenting its performance under the Agreement in a form consistent with good accounting practices.
- iv. NMCD shall finalize all the required MDOC documentation to obtain reimbursement of expenses for the PREA Audit Team.

11. SIGNATURES

THE PARTIES HERETO HAVE EXECUTED THIS STATEMENT OF WORK

<p>STATE OF MONTANA Steve Bullock, Governor Montana Department of Corrections</p>	<p>STATE OF NEW MEXICO Susana Martinez, Governor New Mexico Corrections Department</p>
 <hr/> By: Reginald D. Michael, Director	 <hr/> By: David Jablonski, Secretary
Date: <u>12/7/17</u>	Date: <u>12/28/17</u>

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EXHIBIT A – NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”) is made and entered into by and between the State of Montana, Department of Corrections, hereafter referred to as “Disclosing Party,” and the state of New Mexico, Department of Corrections, an employee of the state of New Mexico, hereafter referred to as “Recipient;” individually referred to as a “Party,” and collectively, as “Parties.”

This Agreement supports the Memorandum of Understanding between the Disclosing Party and the State of New Mexico, IGA # XXXX, and the Statement of Work supporting that Memorandum of Understanding, IGA# XXXX, pursuant to which the Recipient, shall engage in an audit of the Disclosing Party’s information for purposes of PREA compliance. To further these ends, the Disclosing Party may, from time to time, disclose certain information in oral or written form considered confidential and protected in nature to the Recipient for the purpose of evaluating the Disclosing Party’s compliance with PREA.

1. IDENTIFICATION OF CONFIDENTIAL INFORMATION.

Both Parties have full awareness of the confidential nature of victim information and protected health information, hereafter referred to as “Confidential Information.”

2. OBLIGATIONS OF THE RECIPIENT.

In addition to the duties imposed by criminal and civil statutes, the Party receiving Confidential Information shall exercise all reasonable care to preserve and protect the Confidential Information. The Recipient shall notify the Disclosing Party, in writing, immediately after the Recipient becomes aware of any unauthorized use, disclosure, or theft of the Confidential Information and shall identify the Recipient’s actions to contain and prevent further unauthorized use, disclosure, or theft of the Confidential Information.

3. GOVERNING LAW.

This Agreement shall be construed and enforced in accordance with the laws of the state of Montana.

4. SIGNATURE.

<p>RECIPIENT David Jablonski</p> <p></p> <hr/> <p>By: David Jablonski, Secretary</p> <p>Date: <u>12/28/17</u></p>
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**Memorandum of Understanding
Between
MONTANA DEPARTMENT OF CORRECTIONS
And
NEW MEXICO CORRECTIONS DEPARTMENT**

This Agreement ("Agreement") is between the Montana Department of Corrections ("MDOC") and the New Mexico Corrections Department ("NMCD"). Individually, they are referred to as a "Party;" together, they are referred to as "Parties."

1. BACKGROUND

The Prison Rape Elimination Act ("PREA"), 42 U.S.C. 15601 et seq., and federal PREA Standards located at 28 CFR 115 ("PREA Standards"), require the Parties to comply with standards for preventing sexual abuse in correctional institutions and program services. The national PREA Standards became effective August 20, 2012. Standard 115.401(a) states "During the three-year period starting on August 20, 2013, and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once."

2. PURPOSE

The purpose of this Agreement is to outline the responsibilities of MDOC and NMDC in respect to PREA auditing of their respective institutions and programs. Both Parties agree to circular auditing requirements as outlined by the Federal Department of Justice, Bureau of Justice Assistance (BJA) and agree to perform PREA audits at the least cost possible to both Parties.

3. CONSORTIUM BASED CIRCULAR AUDITING

Each Party agrees to participate in circular auditing with the Western ASCA Consortium ("Consortium") as consideration for the audit it receives from one or more other Consortium members. States participating in the Consortium are: California, Hawaii, Montana, Nevada, New Mexico, Oregon, and Washington. No Consortium member may audit and be audited by the same other Consortium member within any twelve-month period.

a. Immunity

Neither Party waives sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

b. Insurance

Each Party agrees that it will perform requested services pursuant to this Agreement as an independent contractor. Nothing in this agreement constitutes an obligation by one Party to insure or employ an employee of the other Party. Each Party agrees that its employees will be insured under the employee's employer-sponsored insurance coverages, including healthcare, worker's compensation and unemployment. Each Party waives any right or claim of subrogation against the other Party.

4. AUTHORIZED REPRESENTATIVES

The Parties designate their PREA Administrators as their authorized representative for administration of this Agreement. The PREA Administrators may be contacted at:

a. MDOC

Michele Morgenroth
Montana Department of Corrections
5 South Last Chance Gulch
Helena, MT 59620
Phone: 406-444-6583
FAX: 406-444-4920
Email: mmorgenroth@mt.gov

b. NMCD

Jillian Shane
New Mexico Corrections Department
615 First Street NW
Albuquerque, NM 87102
Phone: 575-915-4192
Email: jillian.shane@state.nm.us

5. RESPONSIBILITIES OF PARTIES

A Party may request the other Party to appoint and send a PREA Auditor and associated support staff to the requesting Party's nominated facility or program to conduct an audit of the requesting Party's compliance with the PREA Standards. The requesting Party shall include a proposed Statement of Work, outlining the scope of the audit and terms of reimbursement. Within fourteen (14) days, the responding Party shall make a determination whether to respond to the request, and shall advise the requesting Party of its determination. No Party is obligated to audit any other Party's facility or program. If the responding Party agrees to engage in a PREA compliance audit, the Parties shall negotiate the terms of the Statement of Work, and execute the Statement of Work. The agreed Statement of Work may be executed in counterparts and delivered by electronic means.

6. STATEMENT OF WORK

The Statement of Work shall contain the following details:

- Reference to this Agreement.
- The dates and times of each facility or program to be audited.
- The names of the responding Party's staff member who shall serve as auditor ("PREA Auditor").
- Other responding Party staff who shall support the PREA Auditor ("Support Staff").
- Terms of reimbursement for the responding Party's expenses, including timeliness.
- Require that the Agency/Facility authorizes the DOJ PREA Auditor to have continuing access to all documentation and things reviewed on site for a period of fifteen (15) months from the date of the final facility audit report.

7. PREA AUDITOR STANDARDS

a. Auditor Qualifications

Each Party shall assure that the PREA Auditor it sends to audit another Party's facility or program is a Certified BJA/DOJ PREA Auditor. The PREA Auditor must have attended PREA auditor training, recertification training, and must be certified by BJA/DOJ via the PREA Resource Center.

A PREA Auditor cannot receive or have received financial compensation from the requesting Party, except for travel costs to perform an audit, for three years prior to the PREA audit, and for three years subsequent, with the exception of subsequent PREA audits.

The PREA Auditor should be to be a non-exempt employee so that over-time will not be incurred during the audit process. Any overtime is the responsibility of the sending agency.

b. Conflict of Interest

The PREA Auditor shall not accept employment or provide consulting services that would present a conflict of interest with his or her responsibilities under this Agreement, with the PREA auditing standards, or with auditor ethical guidance provided by the PREA Resource Center or the federal Department of Justice.

c. Auditor Duties

The PREA auditor may bring other staff to provide assistance, including conducting interviews, but the PREA Auditor is ultimately responsible for the final audit and work product generated in furtherance of the audit.

Each PREA Auditor, and all Support Staff, shall maintain confidentiality in regard to the audit.

The PREA Auditor is required to be present for, and supervise the entirety of the onsite portion of the audit.

The PREA Auditor shall sign and certify both the interim and final audit reports, and deliver it to the requesting Party's PREA Administrator in hard copy, with an electronic copy in "PDF" format.

If the PREA Auditor finds areas of non-compliance with any PREA Standard, the PREA Auditor will work with the requesting Party through the 180-day resolution period after the audit results are filed.

d. Auditor Independence

Neither the requesting Party, nor any employee or agent of the requesting Party, shall have any supervisory authority over the PREA Auditor's activities, reports, findings, or recommendations.

e. Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

Federal law governing the privacy of certain health information allows medical providers with lawful custody of an offender to provide any information necessary for (among other things) "[t]he health and safety of such individual or other inmates" or "[t]he

administration and maintenance of the safety, security, and good order of the correctional institution.” [45 CFR §§164.512(d), 164.512(k)(5)(i)] Accordingly, the Auditor shall observe the confidentiality protections for HIPAA information obtained and disclosed during the Audit, in conformity with HIPAA and 45 CFR §§164.512(d), 164.512(k)(5)(i).

f. Confidentiality

Each Facility PREA Audit will involve reviewing investigative reports, offender files, and other documents that will contain information on victims of sexual assault, sexual abuse, and sexual harassment. The material collected and distributed to audit team members is intended only for use in conducting the PREA Audit.

The content of the file maintained on an offender is confidential. Each Party shall hold information or documents identifying victims of sexual assault or sexual abuse confidential and only provide such information or documentation as needed to comply with auditing requirements. All documents and information contained within and obtained during the auditing process are confidential and shall not be released unless compelled by a court, and shall not be accessible to any offender. Audit team members will keep all Audit materials confidential, in a secure location, and will destroy the materials after the time required by the Department of Justice for audit records. No Audit staff shall disclose any information from an offender’s file, including but not limited to medical, mental health, or substance abuse treatment information, to any third party or the subject offender, except where permitted or required by law, this Agreement, or where such disclosure is expressly approved by MDOC in writing.

Each PREA Auditor, and each Support Staff supporting the PREA Auditor, shall execute and deliver to the requesting Party a Non-Disclosure Agreement prior to commencing work on the Audit, substantially in the form as attached hereto as Exhibit A.

8. PUBLIC STATEMENTS

Except as required or authorized by the PREA auditing standards; federal, Montana, or local law, judicial order, any Statement of Work; or as permitted by the requesting Party in writing, the PREA Auditor shall not make any oral or written public statements, including, but not limited to, statements to the press, conference presentations, lectures, or articles, with regard to: the status of MDOC’s compliance or noncompliance with the PREA Standards, or any act or omission of MDOC or its agents, representatives or employees.

9. TESTIMONY

Except as required or authorized by the terms of any Statement of Work, or by written permission of the requesting Party, the PREA Auditor shall not testify in any litigation or proceeding with regard to the status of the requesting Party’s compliance or noncompliance with the PREA Standards; or any act or omission of the requesting Party or its agents, representatives or employees, unless otherwise lawfully compelled to do so. If the PREA Auditor is lawfully compelled to provide such information, the PREA Auditor shall promptly notify the requesting Party.

10. TERMINATION OF THE PREA AUDITOR OR SUPPORTING STAFF MEMBER

The PREA Auditor, and any Support Staff supporting the PREA Auditor during the audit, may be terminated if the requesting Party and the federal Department of Justice agree and upon good cause shown. Good cause shall include, among other things, any violation of the PREA Standards; or federal, state, or local law, which reasonably calls into question the person's fitness to continue serving in the role.

11. COMPENSATION

No compensation shall be paid to or received by either Party for the PREA auditing services performed under this Agreement, with the exception of allowable travel expenses.

Effective, the second cycle of audit the allowable travel expenses are defined as:

- Round-trip coach airfare and associated baggage fees to the requesting Party's facility or program to be audited.
- Economy or compact size rental car depending on the amount of support staff, unless the requesting Party provides a vehicle for use by the PREA Auditor (including Support Staff).
- Hotel room for the duration of the audits, single occupancy.
- Parking and Mileage expense.

All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the requesting Party. The travel must comply with all the requirements set forth in this section and in the Statement of Work, and must be for official state business only. Personal expenses shall not be authorized at any time.

Travel expenses shall be reimbursed only in accordance with rates approved by the requesting Party's financial or controller authority and in effect at the time the expense was incurred, however all lodging shall be based on the Federal Per Diem rates. The requesting Party shall identify these terms in the Statement of Work, to be agreed by the Parties.

Receipts are required for airfare, baggage fees, rental car, parking, mileage, and lodging. Effective the second year of the second cycle of audits (August 20, 2017) each State shall be responsible for their staff's cost for meals and incidentals as this will no longer be a reimbursed expense.

Miscellaneous expenses relating to travel may be authorized if agreed in writing prior to incurring any expense for which reimbursement will be sought.

Prohibition on Additional Compensation

Neither the PREA Auditor nor the Support Staff shall accept any additional compensation for the conduct of the audit not set forth in this Agreement.

12. DURATION OF AGREEMENT

This agreement shall take effect upon execution by both Parties to this Agreement, and remain in effect for five (5) years, or upon the conclusion of any engaged PREA audit and resulting corrective action period (180 days), whichever is later.

13. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement upon written notice to the other Party's Authorized Representative. Termination shall become effective thirty (30) days following receipt of said notice by the Authorized Representative, or upon the conclusion of any engaged PREA audit and resulting corrective action period (180 days), whichever is later.

14. SIGNATURES:

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

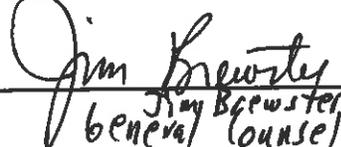
<p>STATE OF MONTANA Steve Bullock, Governor Department of Corrections Reginald D. Michael, Director</p> <p> By: Reginald D. Michael, Director</p> <p>Date: <u>12/7/17</u></p>	<p>STATE OF New Mexico Susana Martinez, Governor Corrections Department David Jablonski, Secretary</p> <p> By: David Jablonski, Secretary</p> <p>Date: <u>12/28/17</u></p>
<p><u>REVIEWED AS TO FORM:</u></p> <p> Colleen E. Ambrose, Attorney</p> <p>Date: <u>11/30/17</u></p>	<p><u>REVIEWED AS TO FORM:</u></p> <p> Name: <u>Jim Brewster</u> Title: <u>General Counsel</u></p> <p>Date: <u>1-9-18</u></p>

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3. GOVERNING LAW.

This Agreement shall be construed and enforced in accordance with the laws of the state of Montana.

4. SIGNATURE.

RECIPIENT David Jablonski
 _____
By: David Jablonski, Secretary
Date: _____ 12/28/17