

17-044

**1. PARTIES**

The Montana Department of Corrections (DEPARTMENT) and The Confederated Salish Kootenai Tribes (CSKT) enter into this Memorandum of Understanding (MOU – CSKT FRRP). The parties' names, addresses, and telephone numbers are as follows:

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

CSKT  
Tribal Defenders Office  
42487 Complex Blvd., P.O Box 278  
Pablo, MT 59855  
(406) 275-2897

**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 Program Description**

The Confederated Salish Kootenai Tribes (CSKT), Tribal Defenders Office (TDO), will improve the Flathead Reservation Reentry Program (FRRP) to address the challenges posed by reentry and recidivism reduction. The program will be designed to improve outcomes for adult offenders who are at medium to high risk for recidivism by improving upon comprehensive services. The Program's intervention may be offered at multiple points of contact, ranging from pre-sentencing and pre-release to transition back into the tribal community from tribal jail, county, state, or federal correctional facilities. Services will be facilitated by a project director and may include the following: case management; resource and referral to social services, jail based mental health and chemical dependency assessment and treatment, vocational rehabilitation, housing, financial assistance programs, and legal assistance to educate and advocate for clients facing collateral consequences to criminal convictions. FRRP will improve and expand upon seamless access to services; community outreach and education to reduce barriers; cultural services and refine the Reentry Intake and Assessment Tool (RIAT).

**2.2 History of Collaboration**

Since 2015, the Montana Department of Corrections (MT DOC) and the Tribal Defenders' Flathead Reservation Reentry Program have collaborated on reentry projects to increase community safety. MT DOC has facilitated FRRP's access to prisoners for purposes of pre-release planning and research studies. FRRP shares its data and project information to train MT DOC staff and facilitate smooth access to services for offenders. TDO's managing attorney currently serves on MT DOC's Task Force on Reentry that will plan for better reintegration of offenders into Montana's communities.

**2.3 Roles and Responsibilities**

The MT DOC agrees to be a project partner of the FRRP. The Tribal Police Department and TDO agree to actively collaborate to ensure the Program's success by providing the following services, responsibilities or resources during the project period:

**FRRP**

1. FRRP and TDO staff will participate in MT DOC stakeholder meetings.
2. FRRP and TDO staff will share data results from the Reentry Intake and Assessment Tool and will share the specific aspects of the tool to assist DOC in evaluating their risk assessment tools.

3. FRRP and TDO staff will collaborate with MT DOC for at least one stakeholder training on a topic relevant to the target population and to community safety surrounding reentry.

#### **MT DOC**

1. MT DOC agrees to continue to facilitate access to inmates by the FRRP reentry attorney and case managers.
2. One representative will attend four stake holder meetings: one during the planning period and one meeting during each of three years of implementation.

MT DOC, in collaboration with TDO/FRRP, will continue to investigate, develop and implement culturally relevant services for offenders to increase their likelihood of success.

### **3. TIME OF PERFORMANCE**

This Memorandum of Understanding shall take effect upon final signature, and shall remain in effect for the duration of the program, 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.

### **4. LIAISONS AND NOTICE**

- A. Annette Carter, 5 S. Last Chance Gulch, Helena, MT, 59601, (406) 444-0410 or successor serves as DEPARTMENT liaison.
- B. Ann Sherwood, PO Box 278, Pablo, MT, 59855, (406) 275-2897 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. ACCESS AND RETENTION OF RECORDS**

**6.1 Access to Records.** Access to records shall be provided to the Department, Legislative Auditor, Confederated Salish Kootenai Tribes Tribal Defenders Office and the U.S Department of Justice Office of Justice Programs or their authorized agents to determine compliance. The Department may terminate this MOU under section (7), without incurring liability, for either party's refusal to allow access as required by this section. (18-1-118, MCA.)

**6.2 Retention Period.** Contractor shall create and retain all records supporting the services rendered for a period of three years after either the completion date of this MOU or termination of the MOU.

**7. TERMINATION AND DEFAULT**

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

**10. 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.

11. **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**

**DEPARTMENT**

**CSKT**



John Daugherty, Interim Deputy Director

Ann Sherwood, Managing Attorney

6/28/17  
Date

6/29/17  
Date



Vernon Finley, Chairman

6-29-17  
Date