

Memorandum of Understanding

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and University of Montana (CONTRACTOR) enter into this Memorandum of Understanding (#MOU - MWP Native American Research). The parties' names, addresses, and telephone numbers are as follows:

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| Montana Department of Corrections Montana Women's Prison 5 S. Last Chance Gulch PO Box 201301 Helena, MT 59620 1301 (406) 444-3930 | Dr. Laurie A. Walker, Principal Investigator Assistant Professor School of Social Work University of Montana 32 Campus Drive 004 Jeannette Rankin Hall Missoula, MT 59812 406-243-2803 Laurie.Walker@umontana.edu |
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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

CONTRACTOR shall provide a research team of up to six to conduct two hour interviews with Native American offenders currently incarcerated at the Montana Women's Prison (MWP) in Billings, MT who self-identify as American Indian or Alaska Natives on Department of Correction records. The purpose of the interviews will be to identify and include services for addressing the wide variety of causes for entry and reentry issues associated with Indian women in the DEPARTMENT system. The results of the research project will help to identify possible services and approaches to assist this segment of the prison population with reentry issues and to identify services that may have helped eliminate the reasons for the underlying incarceration.

CONTRACTOR must provide written informed consent to the offenders participating in the interviews to ensure their willingness to participate and to ensure they receive adequate information about the project and how the results will be used. Any audio recordings of interviews must also comply with informed consent requirements and any required inspection of recording devices.

All work will occur within the confines of a secure, correctional facility and employees working under the direction and control of Contractor must pass a background check by MWP staff before admission onto the secure grounds will be allowed.

3. TIME OF PERFORMANCE

This Memorandum of Understanding shall take effect upon final signature and shall terminate on December 31, 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 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. Annamae Siegfried-Derrick, [Or her successor] Department Liaison
701 S. 27th Street,
Billings, MT 59101,
406-247-5102

B. Dr. Laurie A. Walker, Principal Investigator and Contractor Liaison
School of Social Work
University of Montana
32 Campus Drive
004 Jeannette Rankin Hall
Missoula, MT 59812
406-243-2803

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

The DEPARTMENT may, by written notice to CONTRACTOR, terminating this Memorandum of Understanding in whole or in part if at any time CONTRACTOR fails to meet the requirements in this Memorandum of Understanding.

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.

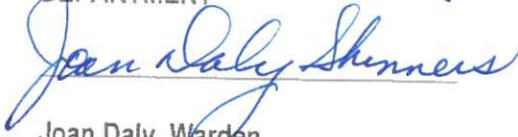
10. **INSURANCE**

The State of Montana is self-insured under the provisions of Title 2, Ch. 9, Montana Code Annotated and the Department of Administration will maintain insurance for state agencies as provided under §2-9-101, MCA through §2-9-305, MCA. A certificate of insurance will be provided

to the Contracts Management Bureau, 1539 11th Avenue, Helena MT 59620, prior to the start of any work under this Contract.

SIGNATURE

DEPARTMENT



Joan Daly, Warden
Montana Women's Prison

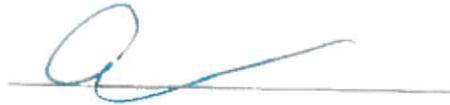
3/6/17
Date

CONTRACTOR



Dr. Laurie A. Walker
Principal Investigator

2/16/17
Date



Dr. Scott Whittenburg
Vice President For Research & Creative
Scholarship

2-27-17
Date

Approved For Legal Content by:



Colleen Ambrose
Legal Counsel
Department of Correction

2-28-17
Date



Claudia Denker-Eccles
Associate Legal Counsel & Research
Compliance Officer

2/17/17
Date