CONTRACT AMENDMENT
CONTRACT 14-090-MSP

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Montana State University** (CONTRACTOR) PO Box 172380, Bozeman, MT 59717-2380 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of September 29, 2014 and Section 16 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2015 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

5. TIME OF PERFORMANCE

~~This Contract shall take effect upon final contract signature and shall terminate on June 30, 2015, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of **seven (7)** years.~~

~~Upon expiration of this Contract, 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 Contract is signed.~~

This Contract shall take effect upon final contract signature. This Contract shall expire on **June 30, 2016**, unless either party provides a written notice of cancelation at least 30 days prior. In the event neither party provides a written notice of cancelation 30 days prior to June 30, 2016, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

In no event may this Contract continue or be renewed for a period exceeding a total of **seven (7) years.**

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

WARDEN

Leroy Kirkegard, Warden
Montana State Prison

05/29/15
Date

CONTRACTOR

Sandy L. Sward 6-19-15
Sandy Sward, Director, Office of Sponsored Programs
Montana State University

6.19.15
Date

DEPARTMENT

Gayle Lambert, Administrator

Gayle Lambert, Administrator
Montana Correctional Enterprises

6-3-2015
Date

CONTRACTOR

David Eitle, Department Chair
Department of Sociology & Anthropology
Montana State University

Approved for Legal Content by:

Colleen Lambrose
Legal Counsel
Department of Corrections

5-20-15
Date

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **Montana State University (CONTRACTOR)** enter into this Contract **(14-090-MSP)**. The parties' names, addresses, and telephone numbers are as follows:

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

Montana State University
Department of Sociology & Anthropology
P.O. Box 172380
Bozeman, MT 59717-2380
(406) 994-4180

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR agrees to provide the following services:

2.1 Design and implement a program evaluation of The Pacific Institute (TPI) Steps to Economic and Personal Success (STEPS) and New Directions curriculum at the Montana State Prison (MSP) to determine program effectiveness in relation to recidivism, negative prison behavior, security classification, and inmate quality of life.

2.2 Observe each class in progress, review all books and materials, and conduct informational interviews with MSP staff and TPI participants.

2.3 Identify project relevant data within existing DEPARTMENT and facility records including the Offender Management Information System (OMIS) and employee and inmate training files.

2.4 Establish procedures for collecting baseline data on the current STEPS and New Directions programs (e.g. curriculum, attendance, trainer effectiveness, pre and post-test indicators, inmate accountability, and inmate behavior).

2.5 Maintain data pertaining to training activities including, but not limited to, the percentage of participants completing the program, the percentage of participants who rate the curriculum as satisfactory or better, and the percentage of participants achieving one or more of the desired outcomes.

2.6 Work with MSP staff on collection of valid data allowing for tracking of STEPS and New Directions program outcomes on inmate recidivism, behavior, classification, and quality of life.

2.7 Complete quarterly summary reports of activities, findings, and recommendations. These reports will reflect the process of the program evaluation as outlined above and will be given in correspondence with work completed.

CONTRACTOR also agrees to the following provision:

2.2 Both inmate and personnel records contain confidential information which shall not be disseminated to the general public or other persons that do not have a legitimate interest in assisting the CONTRACTOR and DEPARTMENT in attaining the goals of this contract. Failure to comply with this requirement may result in the termination of this contract.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

A. DEPARTMENT shall pay CONTRACTOR not to exceed **twenty thousand and 00/100 Dollars ($20,000.00)** for the contract period for the services described herein.

B. This rate is inclusive of all travel and per diem. DEPARTMENT will not compensate CONTRACTOR for travel or travel time, lodging, meals, supplies, or any other expense incurred by CONTRACTOR while performing services identified within this Contract.

C. DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following receipt of a correct invoice.

D. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.

E. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature and shall terminate on June 30, 2015, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of **seven (7)** years.

Upon expiration of this Contract, 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 Contract is signed.

6. LIAISONS AND NOTICE

A. Tom Wilson, Associate Warden-Programs, Montana State Prison, 500 Conley Lake Road, Deer Lodge, MT 59722, (406) 846-1320 ext. 2334 or successor serves as DEPARTMENT liaison.

B. Dr. Cody Warner, Assistant Professor of Sociology, Montana State University, P.O. Box 172380, Bozeman, MT 59717-2380 (406) 994-4180 or successor serves as CONTRACTOR liaison.

C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, 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.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

The CONTRACTOR will retain right, title and interest, including the right of copyright, in all work reduced to writing or fixed in any media (including reports, articles, photographs, recordings, data, computer programs and related documentation) produced by the CONTRACTOR under this Agreement. The CONTRACTOR hereby grants to DEPARTMENT a perpetual, non-exclusive, royalty-free license to any such work for any non-commercial purposes.

CONTRACTOR, as a state institution of higher education, engages only in research that is compatible, consistent and beneficial to its academic role and mission. Therefore, significant results of research activities must be reasonably available for publication. Before publishing, CONTRACTOR agrees to give DEPARTMENT a copy of any proposed publication and DEPARTMENT shall have 90 days to review the publication. CONTRACTOR shall consider DEPARTMENT'S suggested modifications; however, the decision of the CONTRACTOR as to what the publication shall contain is final.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Contracts Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. ACCESS AND RETENTION OF RECORDS

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

10. PUBLIC INFORMATION

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

11. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

12. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

13. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and ADA Amendments Act of 2008, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

14. MEETINGS

CONTRACTOR is required to meet with DEPARTMENT liaison, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Contract or to discuss the progress made by CONTRACTOR and DEPARTMENT in the performance of their respective obligations, at no additional cost to DEPARTMENT. Meetings will occur as problems arise and will be coordinated by DEPARTMENT. CONTRACTOR will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at CONTRACTOR'S option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination.

15. CONTRACTOR PERFORMANCE EVALUATION

During the term of this Contract, DEPARTMENT may evaluate CONTRACTOR'S performance. Prior to completion of the evaluation, CONTRACTOR will be given an opportunity to review the evaluation and provide additional information and/or clarification. CONTRACTOR will also be asked to sign the evaluation document to acknowledge receipt of the document and an opportunity to respond. This Contract may be terminated by DEPARTMENT as a result of said evaluation and documented non-performance. CONTRACTOR Performance Evaluations may be considered in future solicitations and contracts.

16. TERMINATION AND DEFAULT

A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.

B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.

C. DEPARTMENT, at its sole discretion, may, without 30 days notice, terminate or reduce the scope of this Contract if available funding is reduced for any reason. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract must be canceled. (Ref. 18-4-313(4), MCA.

D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

17. CHOICE OF LAW AND VENUE

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

18. LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

19. INTEGRATION

This Contract 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 Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

20. SEVERABILITY

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

21. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

WARDEN

Leroy Kirkegard, Warden
Montana State Prison

06/30/14
Date

CONTRACTOR

Sandy Sward, Director, Office of Sponsored Programs
Montana State University

9.29.14
Date

DEPARTMENT

Gayle Lambert, Administrator
Montana Correctional Enterprises

7/8/14
Date

CONTRACTOR

7/17/14

David Eitle, Department Chair
Department of Sociology & Anthropology
Montana State University

Approved for Legal Content by:

Legal Counsel
Department of Corrections

June 26, 2014
Date