

**Correctional Program Checklist
COR-UC-CPC-2019-0100-QAO**

THIS CONTRACT is entered into by and between the State of Montana, **Montana Department of Corrections** (Department), whose address and phone number are **5 S. Last Chance Gulch, Helena, MT 59601, (406) 444-3930** and **University of Cincinnati**, a state institution of higher education organized under Chapter 3361 of the Ohio Revised Code on behalf of the College of Education, Criminal Justice, and Human Services, Corrections Institute, with a designated business address of 51 Goodman Drive, Suite 530, Cincinnati, Ohio 45221-0222 and 513-556-5969 (Institution).

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The contract's initial term is effective January 1, 2019 through June 30, 2019, unless terminated earlier as provided in this contract. In no event is this contract binding on the Department unless the Department's authorized representative has signed it. The legal counsel signature approving legal content of the contract does not constitute an authorized signature.

1.2 Contract Extension. The Department may renew this contract under its then-existing terms and conditions, in one six-month extension if approved by The Council of State Governments, Ltd.

2. SERVICES AND/OR SUPPLIES

Institution shall provide the Department the following services as outlined in Exhibit A attached to the contract and incorporated by reference.

Institution shall provide the Correctional Program Checklist (CPC) training and the CPC Group Assessment (CPCGA) training to a total of 16 Department Staff to certify in its use.

Two CPC trainings, Group A and Group B will occur in Helena, MT on February 26, 2019 – March 1, 2019.

Two CPC GA trainings, Group A and Group B will occur in Helena, MT on June 4 – 6, 2019

3. REPRESENTATIONS

3.1 Representation of Services. Institution represents that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The Department's acceptance of services provided by Institution shall not relieve Institution from its obligations under this contract. Institution represents that services provided pursuant to demand under Sec. 12.2 shall also conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract in the same manner and to the same extent as services originally furnished.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration of the services to be provided, the Department shall pay Institution according to the following schedule:

- A. Department shall pay Institution sixteen thousand three hundred eighteen and 00/100 Dollars (\$16,318.00) for the CPC Group A training. Department shall pay Institution fourteen thousand

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nine hundred twenty-one and 00/100 Dollars (\$14,921.00) for CPC Group B training for the services described herein.

- B. Department shall pay Institution fifteen thousand two hundred sixty-two and 00/100 Dollars (\$15,262.00) for the CPC GA Group A training. Department shall pay Institution thirteen thousand eight hundred sixty-five and 00/100 Dollars (\$13,865.00) for the CPC GA Group B training for the services described herein.
- C. The rate is inclusive of all travel and per diem. Department will not compensate Institution for travel or travel time, lodging, meals, supplies, or any other expense incurred by Institution outside of the amounts stated above, while performing services identified within this Contract.

4.2 Payment Terms. Unless otherwise noted in the solicitation document, the Department has 30 days to pay invoices, as allowed by 17-8-242, MCA. Institution shall provide banking information at the time of contract execution in order to facilitate the Department's electronic funds transfer payments as set forth in Exhibit C.

4.3 Reference to Contract. The contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

5. **AGENCY ASSISTANCE**

To the extent possible, Institution shall use its own equipment in providing the services set forth in Section 3. 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 phone service (e.g., Montana State Prison does not allow cellular or digital phones within the facility).

6. **ACCESS AND RETENTION OF RECORDS**

6.1 Access to Records. Institution shall provide the Department, Legislative Auditor, or their authorized agents access to any records for this research program necessary to determine contract compliance. The Department may terminate this contract under section 12.1, without incurring liability, for the Institution's refusal to allow access as required by this section. (18-1-118, MCA.)

6.2 Retention Period. Institution shall create and retain all records supporting the research program for a period of eight years after either the completion date of this contract or termination of the contract.

7. **ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

Institution may not assign, transfer, or subcontract any portion of this contract without the Department's prior written consent. (18-4-141, MCA) No contractual relationships exist between any subcontractor and the Department under this contract.

8. **REQUIRED INSURANCE**

8.1 General Requirements. The University of Cincinnati, through its Office of Risk Management and Insurance, now has and will maintain during the term of the contract a comprehensive program of self-insurance and commercially purchased insurance, covering property, casualty and liability exposures to the University and its employees, agents and volunteers, while acting on the University's behalf.

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University also participates in a self-insurance program among several state universities in Ohio for automobile liability and general liability insurance coverages. However, because the primary level of coverage is through self-insurance, there is no "Certificate of Insurance" for this coverage, and additional insured parties cannot be named.

Workers Compensation Insurance for University employees is provided through the state fund. University has been assigned a "Workers' Compensation Risk Number"; a certificate for that coverage is available upon request.

9. COMPLIANCE WITH LAWS

Institution 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. Institution is the employer 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]. INSTITUTION 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. INSTITUTION shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Institution agrees 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.

The Affordable Care Act requires a contractor, if contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

Reporting Requirements. Contractor, if contractor is an applicable large employer under the ACA, further states that it shall satisfy all reporting requirements under the Code §§ 6055 and 6056 (ACA) with respect to individuals who perform services for the State.

Auditing. The State of Montana may audit Institution's operations for this contract to ensure that the Institution has complied with the statements made above.

10. DISABILITY ACCOMMODATIONS

The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

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11. INTELLECTUAL PROPERTY/OWNERSHIP

11.1 Ownership of Work Product. Institution shall execute any documents or take any other actions as may reasonably be necessary, or as the Department may reasonably request, to perfect the Department's ownership of any Work Product.

11.2 Copy of Work Product. Institution shall, at no cost to the Department, deliver to the Department, upon the Department's request during the term of this contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of the Department's request, or such expiration or termination.

11.3 Ownership of Institution Pre-Existing Materials. Institution retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Institution owns at the time this contract is executed or otherwise developed or acquired independent of this contract and employed by Institution in connection with the services provided to the Department (the "Institution Pre-existing Materials"). Institution Pre-existing Materials are not Work Product. Institution shall provide full disclosure of any Institution Pre-Existing Materials to the Department before its use and to prove its ownership. If, however, Institution fails to disclose to the Department such Institution Pre-Existing Materials, Institution shall grant the Department a nonexclusive, worldwide, paid-up license to use any Institution Pre-Existing Materials embedded in the Work Product to the extent such Institution Pre-Existing Materials are necessary for the Department to receive the intended benefit under this contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 11.1 or as may be expressly agreed in any statement of work, Institution shall retain title to and ownership of any hardware it provides under this contract.

12. CONTRACT TERMINATION

Either party may terminate the agreement with thirty (30) days' written notice. Termination of the agreement does not relieve Department from payment of all cost including non-cancelable obligations that have been properly incurred prior to termination of agreement.

12.1 Termination for Cause with Notice to Cure Requirement. The Department may terminate this contract in whole or in part for Institution's failure to materially perform any of the services, duties, terms, or conditions contained in this contract after giving Institution written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

12.2 Termination for Cause with Notice to Cure Requirement. Institution may terminate this contract for the Department's failure to perform any of its duties under this contract after giving the Department written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

12.3 Reduction of Funding. The Department must by law terminate this contract if funds are not appropriated or otherwise made available to support the Department's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the Department budgeting process to support continued

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performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the Department shall terminate this contract as required by law. The Department shall provide Institution the date the Department's termination shall take effect. As stated above, the Department shall be liable to Institution only for the payment, or prorated portion of that payment, owed to Institution up to the date the Department's termination takes effect. The Department shall not be liable to Institution for any other payments or damages arising from termination under this section 12.3 for the research services, including but not limited to general, special, or consequential damages such as lost profits or revenues.

13. EVENT OF BREACH – REMEDIES

13.1 Event of Breach by Institution. The Institution's failure to perform any material terms or conditions of this contract constitutes an event of material breach.

13.2 Event of Breach by Department. The Department's failure to perform any material terms or conditions of this contract constitutes an event of material breach.

13.3 Actions in Event of Breach.

Upon Institution's material breach, the Department may:

- terminate this contract under Section 12.1 and pursue any of its remedies under this contract, at law, or in equity; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon the Department's material breach, Institution may:

- terminate this contract under Section 12.2 and pursue any of its remedies under this contract, at law, or in equity; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

14. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

15. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

16. LIAISONS AND SERVICE OF NOTICES

16.1 Contract Liaisons. All project management and coordination on the Department's behalf must be through a single point of contact designated as the Department's liaison. Institution shall designate a liaison that will provide the single point of contact for management and coordination of Institution's work. All work performed under this contract must be coordinated between the Department's liaison and Institution's liaison.

Erika Wimmer is the Department's liaison.
5 S. Last Change Gulch:
P.O. Box 201301:
Helena, MT 59620-1301
Telephone: 406-444-3910
E-mail: ewimmer2@mt.gov

David S. Gearing, Sr. is Institution's liaison.
51 Goodman Drive, Suite 530
Cincinnati, Ohio 45221-0222
Telephone: 513-556-5969
Fax: 513-556-4346
E-mail: ospaward@uc.edu

16.2 Notifications. The Department's liaison and Institution's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

17. MEETINGS

17.1 Technical or Contractual Problems. Institution shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Institution and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Institution a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Institution's option and expense, a conference call meeting may be substituted. Institution's consistent failure to participate in problem resolution meetings, Institution missing or rescheduling two consecutive meetings, or Institution's failure to make a good faith effort to resolve problems may result in termination of the contract.

17.2 Failure to Notify. If Institution fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Institution knew or reasonably should have known with respect to the period during the term covered by Institution's status report, Institution shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

17.3 Department's Failure or Delay. For a problem or circumstance identified in Institution's status report in which Institution claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by Institution.. If the Department does not agree as to the cause of such problem or

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circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

18. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Institution shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the Department or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The Department shall pay Institution for any resources utilized in performing such transition assistance.

19. CHOICE OF LAW AND VENUE

Claims arising hereunder against Institution shall be governed by the law of the State of Ohio as specified in Ohio Revised Code 2743.02 and 3345.40. Claims against the Department shall be governed by Montana law.

The parties agree that any litigation against Institution concerning this bid, proposal, or this contract must be brought in the Court of Claims in Franklin County, Ohio. The parties agree that any litigation against the Department concerning this bid, proposal, or this contract must be brought in the Montana First Judicial District Court in Lewis and Clark County, Montana.

20. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

21. SEVERABILITY CLAUSE

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

22. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

22.1 Contract. This contract consists of 11 numbered pages including Exhibit A and Exhibit B.

22.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

23. WAIVER

The Department's waiver of any Institution obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Institution obligation or responsibility.

24. **EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

STATE OF MONTANA
Montana Department of Corrections
P.O. Box 201301
5 S. Last Chance Gulch
Helena, MT 59620-1301

UNIVERSITY OF CINCINNATI
Sponsored Research Services

51 Goodman Drive, Suite 530
Cincinnati, OH 45221-0222

BY: (Name/Title) *Dep. Dir.*

BY: David S. Gearing, Sr. /Director

C. Walker

(Signature)

David S. Gearing, Sr.,
MHA

(Signature)
Digitally signed by David S. Gearing, Sr., MHA
DN: cn=David S. Gearing, Sr., MHA, o=University of
Cincinnati, ou=SRS Grants and Contracts,
email=david.gearing@uc.edu, c=US
Date: 2019.02.20 11:38:59 -05'00'

DATE: *2/22/19*

DATE: *February 20, 2019*

Approved for Legal Content by:

Yvonne A. Schneider

Legal Counsel
Department of Corrections

DATE: *Feb 22, 2019*

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EXHIBIT A

RESEARCH PROGRAM

University of Cincinnati Corrections Institute (UCCI)

CPC Basic Training and CPC-GA Training for 16 staff in each training:

A total of **\$60,366.00** is requested for UCCI to deliver one CPC end user training (\$31,239.00) and CPC-GA (\$29,127.00) training and associated indirect costs for up to 16 staff in each training.

Overview of the Initial End User CPC Training

The CPC training protocol encompasses an initial four-day training session. UCCI staff typically travel to the agency to complete the training session. The first two days involve a didactic presentation in which the trainers review the principles of effective interventions and CPC research. Further, participation exercises ensure trainee comfort with the CPC indicators and scoring criteria. The third day of the training is spent at a program for the purposes of conducting a mock CPC assessment. During this time, trainees will observe interviews with staff and program participants, observe treatment sessions, and review client files as well as other relevant program materials. Trainees are also observed conducting various interviews and are provided feedback on their performance. On the fourth day of the training, the trainers and trainees score the CPC based on the information collected during the site visit. The last day of the training is concluded with the trainees taking a written exam and planning the next steps in the CPC end user certification requirements. The trainers will write the CPC report based on the site visit to be distributed amongst the trainees within six weeks of the initial training. Trainees will review the report and provide recommendations and the draft report will be submitted to the program. The program will be provided the opportunity to respond in writing and a final report will be provided to the program and the trainees.

UCCI can accommodate a maximum of eight trainees. We divide the training participants into two smaller groups during the site visit (four participants per trainer). This is done in order to minimize the disruption to the correctional agency and ensure all trainees receive exposure to the different evaluation components. Moreover, limiting the number of trainees to eight allows us to better assess the knowledge and skills of the participants. Please see the sample agenda in Appendix A for more details on the specific topics covered during the in person training.

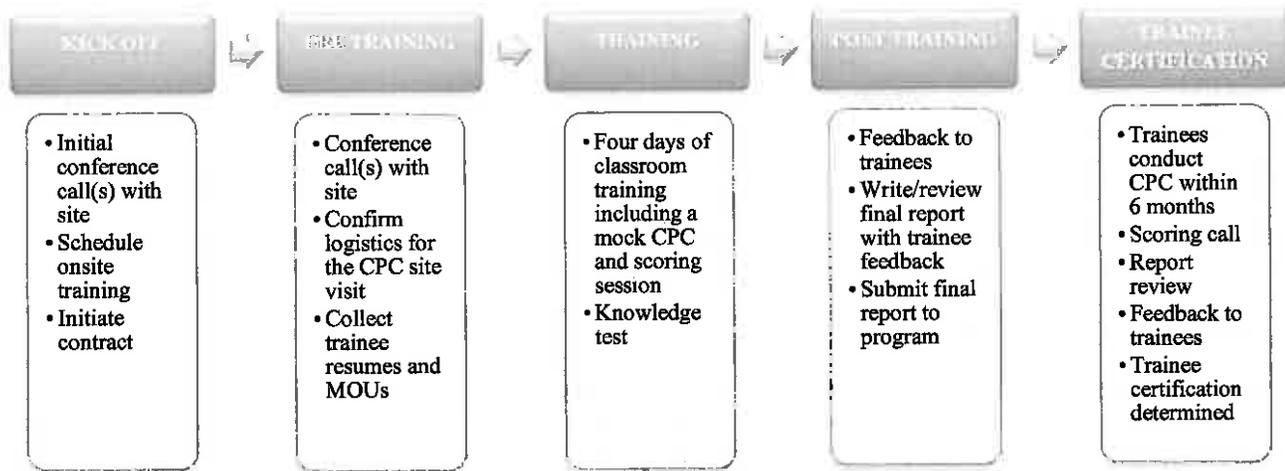
Certification of Trainees

Trainees are evaluated as satisfactory (S) or unsatisfactory (U) on four components: Performance in the training and mock assessment conducted as part of the four-day training process; score on the CPC Certification Test taken during the four-day training process (must score 80% or higher to receive an S); knowledge and application of the scoring criteria in a scoring session conducted after the first independent CPC assessment; and performance in the writing of a CPC report. Trainees must be rated as satisfactory in at least three of the four components to be certified as a CPC assessor.

After the training, each trainee will be provided a document indicating their performance during the training and their test score. They will also receive a copy of their test to review. Trainees are encouraged to assess a program as soon as possible after the initial training. Multiple assessments may be required before final certification is granted. If substantial assistance and coaching is needed from UCCI, additional costs may be required (process and pricing to be determined on an individual basis)

Below is a flowchart of the training process:

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Selection of Trainees

It is extremely helpful for all trainees to have prior knowledge and experience working with offender populations. As such, we *strongly* recommend that trainees have: (1) a graduate degree in a helping profession and at least two years of experience; or (2) an undergraduate degree in a helping profession and at least three years of experience.

In order to avoid conflicts of interest, we do not train contract providers or private entities; only state or county employees are eligible to attend the training. It should be noted, however, that we are willing to assess prospective participants on a case-by-case basis. All trainees should forward their resumes to UCCI in order to be approved prior to the initial training. All trainees must read all of the required readings prior to the formal training. Please see Appendix B for a list of references that will be disseminated to participants prior to the initial training.

IMPORTANT: It is critical that participants attend all four days of training. Please note that we will not certify trainees who are absent for any part of the formal training.

Ongoing Use of the Instrument

There is no cost to use the tool once training has been completed. Scores for each program assessed with the CPC must be forwarded to UCCI. We review these scores for quality assurance purposes and scores will also be added to our database to calculate norms. We will not release the results under any circumstances, nor will we publish any program specific findings.

Trainees will also be required to sign a memorandum of understanding with UCCI. ***Please note that successful completion of the training protocol does not certify participants to train others on the use of the instrument. As a general rule, we do not train trainers on the CPC.***

Memorandum of Understanding (MOU)

Individuals certified as CPC assessors are only permitted to conduct CPC assessments within the scope of their employment with the contracting agency. Individuals are not permitted to conduct an assessment outside of their employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by UCCI. Any exceptions to this must be granted by UCCI. If a certified end user is no longer with the contracting agency, they forfeit all rights to conduct CPC assessments unless specific permission is granted by UCCI. At the time of the training, all trainees are required to sign the MOU that outlines these restrictions. If participants do not sign the agreement, they will not be certified.

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EXHIBIT B

REMITTANCE ADDRESSES
FOR PAYMENTS TO UNIVERSITY OF CINCINNATI
FOR AWARDS/AGREEMENTS TO UC

(MUST REFERENCE INVOICE NUMBER WITH PAYMENT WHEN APPLICABLE)

Mail Check Payments To:	Send EFT Payments To
University of Cincinnati SRS Accounting Division PO Box 932641 Cleveland, OH 44193	PNC Bank Account Name: University of Cincinnati ABA Routing #: 04100124 Account #: 4260606859 SWIFT / BIC: PNCCUS33 EMAIL REMITTANCE ADVICE: rhonda.bastian@uc.edu

Questions? Contact Rhonda Bastian
Grant Administrator II
Sponsored Research Services - Accounting Division
513 556 4804
rhonda.bastian@uc.edu

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