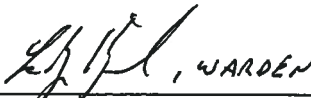




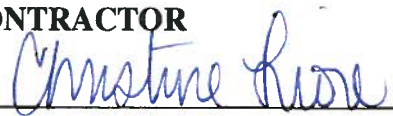
**SIGNATURE**

**DEPARTMENT**

  
Leroy Kirkegard, Warden  
Montana State Prison

05/29/14  
Date

**CONTRACTOR**


  
Christine Fiore, Ph.D., Chair  
Department of Psychology

6/9/14  
Date

  
Judy Fredenberg, Director of Research  
University of Montana

6/27/14  
Date

Approved for Legal Content by:

  
Legal Counsel  
Department of Corrections

5-27-14  
Date

## CONTRACT AMENDMENT CONTRACT 10-032-MSP

THIS CONTRACT AMENDMENT (Amendment #3) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and University of Montana, Office of Research and Sponsored Programs (ORSP) (CONTRACTOR) 32 Campus Drive, Missoula, MT 59812-4104 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of March, 18, 2010 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2013 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):

### 2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

2.1 CONTRACTOR agrees to provide DEPARTMENT with the services of two (2) upper level graduate students (subject to student availability) qualified in clinical psychology. Services will be provided to MDOC inmates and include the following:

A.-I. No Changes

J. Other duties as may be requested by the ~~Chief of Psychological Services~~ Clinical Supervisor and within the graduate students field of training. Requests will be submitted to the Contractor's Liaison for review and approval.

2.2 Further, CONTRACTOR agrees to:

A. No Changes

B. Make provisions for each of the available, up to two qualified students to provide said services at Montana State Prison a minimum of fifteen (15) hours per week, thirty-eight (38) weeks per school year during the 2010-2011 and 2011-2012 academic years.

C. No Changes

### 3. COMPENSATION/BILLING

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

A. After receipt of final contract signature, CONTRACTOR agrees to invoice DEPARTMENT monthly for services identified herein not to exceed \$20,000.00 (twenty thousand and 00/100 Dollars) per fiscal year. CONTRACTOR will only bill for actual hours worked by each student each month at a rate of ~~\$16.08 per hour~~ \$15.55 per hour for each student plus fringe benefits of ~~4%~~ 4.5% and indirect costs of 8%. Students are paid twice a month – pay periods are from the 2<sup>nd</sup> – 18<sup>th</sup> and the 19<sup>th</sup> – 1<sup>st</sup> of each month. Timecards must be submitted to the Psychology

office two days after the end of each pay period, in order for the students to get paid in a timely manner. Fax to 406-243-6366 or email to adelle.graham@umontana.edu.

- B. Compensation [identified in 3(A)] includes payment for salary and all attendant fringe benefits for up to two graduate students (subject to student availability) to work on this Contract. Students will submit their time to the DEPARTMENT Mental Health Director for approval before submitting to the Psychology Department. Graduate students shall also be compensated for mileage and lodging at the rate of \$14.00 (fourteen and 00/100 dollars) for one (1) round trip mileage per week and up to \$70.00 (seventy and 00/100 dollars) plus tax for one (1) night of lodging per week, per graduate student (per State of Montana Travel Policy). Reimbursement for mileage and hotel rooms will be paid separately to the students by the DEPARTMENT. Hotel room receipts and mileage logs will be submitted to the DEPARTMENT Mental Health Director every two weeks during the pay periods stated in 3. A. above.

C.-E. No Changes

## 5. TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final contract signature and shall terminate on June 30, ~~2013~~ 2014, 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. No Changes

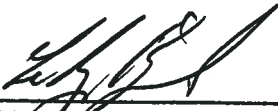
- B. ~~Allen Szalcs-Petrie~~ Christine Fiore, Ph.D., Department Chair, University of Montana, Department of Psychology, 32 Campus Drive, Missoula MT 59812-1584 (243-4521) or successor serves as CONTRACTOR liaison. ~~Sheila Hofland~~ Floy Scott, Office of Research and Sponsored Programs, University Hall 202, The University of Montana, Missoula MT 59812-4104, ~~(406) 243-4762~~ (406) 243-6980, is the administrative contact for CONTRACTOR.

C. No Changes

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

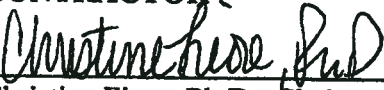
**SIGNATURE**

**DEPARTMENT**

  
\_\_\_\_\_  
Leroy Kirklegard, Warden  
Montana State Prison

06/24/13  
Date

**CONTRACTOR**


  
\_\_\_\_\_  
Christine Fiore, Ph.D., Chair  
Department of Psychology

5/30/13  
Date

  
\_\_\_\_\_  
Judy Fredenberg, Director of Research  
University of Montana

5/30/13  
Date

Approved for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

6/13/13  
Date

**CONTRACT AMENDMENT  
CONTRACT 10-032-MSP**

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **University of Montana, Office of Research and Sponsored Programs (ORSP)** (CONTRACTOR) 32 Campus Drive, Missoula, MT 59812-4104 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of March 18, 2010 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2012 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 receipt of final contract signature and shall terminate on June 30, ~~2012~~ 2013, 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 ~~five (5) additional~~ 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 constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

*LK*

\_\_\_\_\_  
Leroy Kirkegard, Warden  
Montana State Prison

*06/20/2012*  
\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Allen Szalda-Petree, Ph.D.  
Department of Psychology

\_\_\_\_\_  
Date

*Judy Fredenberg*

\_\_\_\_\_  
Judy Fredenberg, Director  
University of Montana

*8/3/12*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
David Schuldberg, Ph.D.  
Director of Clinical Training

\_\_\_\_\_  
Date

Approved for Legal Content by:

*Diana L. Koch*  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

*6/19/12*  
\_\_\_\_\_  
Date

**CONTRACT AMENDMENT  
CONTRACT 10-032-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 and **University of Montana, Office of Research and Sponsored Programs (ORSP)** (CONTRACTOR) 32 Campus Drive, Missoula, MT 59812-4104 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of March 18, 2010 and Section 14 provides that the parties may modify their agreement in writing;

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

**6. LIAISONS AND NOTICE**

- A. ~~Cathy Redfern, Health Services Manager, Montana State Prison~~ Jill Buck, 500 Conley Lake Road, Deer Lodge MT 59722-9707 (846-1320 x~~2448~~ 2446) or successor serves as DEPARTMENT liaison. ~~Gary Willems, Contracts Manager, 1539 11<sup>th</sup> Avenue, Helena MT (406) 444-4941, is the administrative contact for DEPARTMENT.~~
- B. No Changes.
- C. No Changes.

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

**DEPARTMENT**

Ross Swanson  
Ross Swanson, Acting Warden  
Montana State Prison

10/6/11  
Date

**CONTRACTOR**

Judy Fredenberg  
Judy Fredenberg, Director  
University of Montana

10/19/11  
Date

Reviewed for Legal Content by:

Diana L. Koch  
Legal Counsel  
Department of Corrections

9/15/11  
Date



**1. PARTIES**

The Montana Department of Corrections (DEPARTMENT) and **University of Montana, Office of Research and Sponsored Programs (ORSP)** (CONTRACTOR) enter into this Contract (10-032-MSP). The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections  
Montana State Prison  
1539 11<sup>th</sup> Avenue  
PO Box 201301  
Helena, MT 59620-1301  
(406) 444-3930

**University of Montana  
ORSP  
32 Campus Drive  
Missoula, Montana 59812-4104  
(406) 243-6671**

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

**2. DUTIES/RESPONSIBILITIES OF CONTRACTOR**

2.1 CONTRACTOR agrees to provide DEPARTMENT with the services of two (2) upper level graduate students (subject to student availability) qualified in clinical psychology. Services will be provided to MDOC inmates and include the following:

- A. Comprehensive psychological evaluations.
- B. Comprehensive psychological testing evaluations, including test selection, administration and interpretation of the tests.
- C. Psychological report writing.
- D. Emergency mental health evaluations and participation in crisis management.
- E. Individual case management and counseling for individuals with serious mental illness who are on the Mental Health Treatment Unit.
- F. Group therapy with the sexual offenders program, mental health support groups, chemical dependency groups, rehabilitation groups, and any other appropriate groups.
- G. Individual psychotherapy.
- H. Mental health screening evaluations.
- I. Consultation with correctional, medical, and support staff.
- J. Other duties as may be requested by the Chief of Psychological Services and within the graduate students field of training. Requests will be submitted to the Contractor's Liaison for review and approval.

2.2 Further, CONTRACTOR agrees to:

- A. Present for DEPARTMENT approval, two (2) upper level graduate students (subject to student availability), qualified in clinical psychology, to be interviewed by the Montana

State Prison Mental Health Services staff. These graduate students must be presented for approval prior to May 31 of each succeeding contract period.

- B. Make provisions for each of the available, qualified students to provide said services at Montana State Prison a minimum of fifteen (15) hours per week, thirty-eight (38) weeks per school year during the 2010-2011 and 2011-2012 academic years.
- C. Maintain didactic supervision of these available, qualified graduate students through a clinical faculty member at the Psychology Department.

### **3. COMPENSATION/BILLING**

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

- A. After receipt of final contract signature, CONTRACTOR agrees to invoice DEPARTMENT monthly for services identified herein not to exceed **\$20,000.00** (twenty thousand and 00/100 Dollars) per fiscal year. CONTRACTOR will only bill for actual hours worked by each student each month at a rate of **\$16.08 per hour** for each student plus fringe benefits of 1% and indirect costs of 8%.
- B. Compensation [identified in 3(A)] includes payment for salary and all attendant fringe benefits for up to two graduate students (subject to student availability) to work on this Contract. Graduate students shall also be compensated for mileage and lodging at the rate of \$14.00 (fourteen and 00/100 dollars) for one (1) round trip mileage per week and up to \$70.00 (seventy and 00/100 dollars) plus tax for one (1) night of lodging per week, per graduate student (per State of Montana Travel Policy).
- 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 receipt of final contract signature and shall terminate on June 30, 2012, 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 five (5) additional 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. Cathy Redfern, Health Services Manager, Montana State Prison, 500 Conley Lake Road, Deer Lodge MT 59722-9707 (846-1320 x2448) or successor serves as DEPARTMENT liaison. Gary Willems, Contracts Manager, 1539 11<sup>th</sup> Avenue, Helena MT (406) 444-4941, is the administrative contact for DEPARTMENT.
- B. Allen Szalda-Petree, Ph.D., University of Montana, Department of Psychology, 32 Campus Drive, Missoula MT 59812-1584 (243-4521) or successor serves as CONTRACTOR liaison. Sheila Hofland, Office of Research and Sponsored Programs, University Hall 202, The University of Montana, Missoula MT 59812-4104, (406) 243-4762, is the administrative contact for CONTRACTOR.
- 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**

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

## **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. HOLD HARMLESS AND INDEMNIFICATION**

EACH PARTY agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of EITHER PARTIES' employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of EITHER PARTY and/or its agents, employees, representatives, assigns, or subcontractors - except the sole negligence of the State under this agreement.

## 10. INSURANCE

- A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** CONTRACTOR is self-insured and must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Professional Liability:** 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 11<sup>th</sup> Avenue, Helena MT 59620, prior to the start of any work under this Contract.

## 11. 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.

## 12. 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.

**13. 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.

**14. AMENDMENTS**

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

**15. 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.

**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).

**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).