

1. **PARTIES**

The Montana Department of Corrections (**DEPARTMENT**) and **Billings Clinic (CONTRACTOR)** enter into this Memorandum of Understanding (**MOU Billings Clinic MMHT Grant**). The parties' names, addresses, and telephone numbers are as follows:

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

Billings Clinic

2917 Tenth Avenue North
Billings, MT 59107
(406)-255-8413

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 will provide peer-to-peer support for staff of the DEPARTMENT through Project Echo, including the pre-release centers, to improve assessment and optimally treat offenders with mental health and addictions issues, as part of a grant program funded by the Montana Mental Health Trust. DEPARTMENT facilities and staff participants will be determined by the DEPARTMENT and may be subject to change as deemed appropriate by the DEPARTMENT. Efforts will focus on offenders who are transitioning back into the community to assure they have an effective treatment plan in place and are able to immediately access mental health care providers in the community, in coordination with the DEPARTMENT re-entry initiative.

CONTRACTOR will provide a multidisciplinary team consisting of psychiatrists, pharmacists, and psychiatric social workers. The team will conduct weekly meetings with DEPARTMENT staff via a virtual support network to review a case study provided by a remote site at the DEPARTMENT, which will include a real life situation with masked patient identification. Case consultation material presented by the DEPARTMENT and the remote site of weekly meetings will be determined by the DEPARTMENT and may be subject to change depending on the availability of the remote site. At the end of the case presentation, the CONTRACTOR Coordinator will assist the team to share possible strategies, best-practices, and appropriate testing or pharmacy options. The DEPARTMENT retains authority over the implementation of recommendations generated by the multidisciplinary team and presented by the CONTRACTOR. A final case summary and recommendations will be sent to the presenter site at the DEPARTMENT for possible implementation. Case presentations will continue throughout the year, with a maximum of 40 presentations scheduled.

At the conclusion of the program, CONTRACTOR will provide a formal program evaluation with measured outcomes, as well as a final report to be submitted to DEPARTMENT by the end of year one. A sustainability plan may be supplied if the outcomes supplied by the final report are deemed positive.

CONTRACTOR will provide training or facilitate access to training related to Project Echo to the DEPARTMENT staff assigned to participate in the project. Training will be funded through the Montana Mental Health Trust. The DEPARTMENT will submit training requests in writing to the CONTRACTOR Coordinator to review and coordinate training.

3. COMPENSATION/BILLING/OUTCOMES

The services described above are financed through grant funding obtained by the CONTRACTOR from the Montana Mental Health Trust. The DEPARTMENT will use staff time spent on the project to meet an in-kind match requirement of the grant.

4. TIME OF PERFORMANCE

This Memorandum of Understanding shall take effect upon final signature and shall terminate on December 31, 2016 unless terminated earlier in accordance with the terms of this Memorandum of Understanding.

5. LIAISONS AND NOTICE

- A. Tricia Ayers-Weiss, Bureau Chief, 5 South Last Chance Gulch, Helena, MT 59620, 444-1547 or successor serves as DEPARTMENT liaison.
- B. Eric Arzubi, MD, Address, 2917 Tenth Avenue North, Billings, MT 59107 (406)-255-8413 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.

6. AMENDMENTS

All amendments to this Memorandum of Understanding shall be in writing and signed by the parties.

7. TERMINATION AND DEFAULT

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

SIGNATURE

DEPARTMENT

Connie Winner
Connie Winner, Administrator
Clinical Services Division

BILLINGS CLINIC

E. James Duncan
E. James Duncan, President
Billings Clinic Foundation

2/1/16
Date

2 March 2016
Date

Approved for Legal Content by:

Colleen Ambrose
Legal Counsel
Department of Corrections

1/26/16
Date