

**MEMORANDUM OF UNDERSTANDING FOR MENTAL HEALTH CENTER
SERVICES AT YCDF**

This Memorandum of Understanding for the expansion of services at the Yellowstone County Detention Center (YCDF) provided by the Mental Health Center is entered into between the MENTAL HEALTH CENTER (MHC) and YELLOWSTONE COUNTY (COUNTY) on this 18th day of February 2025.

WHEREAS, MHC and COUNTY desire to expand the services provided by MHC at YCDF and for individuals released from YCDF. MHC will serve as a liaison between individuals who are detained at YCDF to determine and provide assessments for individuals who will return to the community after detention and would benefit from wrap around community based mental health services with the goal of reducing recidivism at YCDF.

THEREFORE, this Memorandum sets forth the following terms pursuant to which MHC and COUNTY shall agree:


1. MHC will provide a Licensed Addiction Counselor ("LAC") who will perform up to six assessments a week when referred by the primary medical provider at YCDF, YCDF case manager or the civil division of the Yellowstone County Attorney's Office.
2. MHC will provide a Licensed Clinical Social Worker ("LCSW") who will perform up to six assessments a week when referred by the primary medical provider at YCDF, YCDF case manager or the civil division of the Yellowstone County Attorney's Office.
3. MHC will provide a Licensed Clinical Social Worker who will perform up to six assessments a week when referred by the primary medical provider at YCDF.
4. MHC will provide a Clinical Director who will cooperate with YCDF staff in identifying inmates for potential release and be available for consultation.
5. MHC will support inmates released from YCDF through MHC's Projects for Assistance in Transition from Homelessness (PATH) team, case management, and peer support.
6. COUNTY will reimburse MHC \$350 (three-hundred and fifty dollars) per assessment performed by the LAC.
7. COUNTY will reimburse MHC \$2,000 every other week for the LCSW referrals. The LCSW shall be available for assessments at YCDF a minimum of four consecutive hours, every other week.
8. COUNTY will reimburse MHC \$100 (one hundred dollars) per hour for up to five hours per week for the services of the Clinical Director.
9. Term. This Memorandum shall begin on February 18, 2025 and shall have an initial term of one year. The parties may mutually agree, in writing, to terminate this Memorandum at any time. Further, either party may terminate this Memorandum unilaterally with written

notice. MHC is currently piloting this program at YCDF. MHC shall be reimbursed for services provided prior to entering this formal memorandum.

10. No Creation of Entity, Hold Harmless. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between MHC and COUNTY. Neither MHC nor COUNTY is authorized to act on behalf of the other in any manner in relation to the subject matter of this Memorandum, and neither shall be liable for the acts, errors, or omissions of the other entered into, committed or performed with respect to or in the performance of this Memorandum. Each party agrees to indemnify and hold the other part harmless against any claims arising from the acts, errors or omissions of its employees or agents relating to this Memorandum.
11. Governing Law, Informal Dispute Resolution, Venue. This Memorandum shall be governed by and construed in accordance with the laws of the State of Montana. Should a dispute arise regarding the terms of this Memorandum, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13th Judicial District Court.
12. Entire Memorandum and Revocation of Prior Memorandum. This Memorandum embodies the entire understanding between MHC and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Memorandum. This Memorandum may not be modified except by action of both parties.
13. Authorized Signatures. The parties represent and agree that the persons signing this Memorandum have authorization to bind their respective governmental entities to the terms of this Memorandum.

Passed and Adopted on the 18th day of February 2025.


BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


Mark Morse, Chairman



Michael J. Waters, Member


John Ostlund, Member

MENTAL HEALTH CENTER


Rod Ostermiller, Director

Attest:


Jeff Martin
Yellowstone County Clerk and Recorder