CONTRACT AMENDMENT
CONTRACT 13-010-ACCD

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 **Community Counseling and Correctional Services, Inc.** (CONTRACTOR) 471 East Mercury Street, Butte, MT 59701 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 12, 2012 and Section 21 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**):

3. COMPENSATION/BILLING

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

A. The daily per diem rate paid to CONTRACTOR for **enhanced supervision program (ESP) services** is ~~**$15.00**~~ **$15.30 per offender, per day**, with a guarantee of payment for six (6) ESP offenders, per day, regardless of the actual number of offenders in the program. CONTRACTOR'S goal is to maintain twelve (12) offenders in this program at all times and the maximum amount paid to CONTRACTOR is based on a daily population of twelve (12) individual offender participants and shall not exceed ~~$65,700.00 (sixty-five thousand seven hundred dollars)~~ $67,014.00 (sixty seven thousand fourteen dollars) per state Fiscal Year. CONTRACTOR will collect $5.00 per day, per offender, for which ESP services are rendered. Collection from offenders must occur prior to DEPARTMENT being invoiced for the current month. The invoice to DEPARTMENT for ESP will be reduced by $5.00 per day for each offender CONTRACTOR collects from. Any amounts uncollected by CONTRACTOR will be billed to DEPARTMENT via monthly invoice.

B.-F. No changes.

5. TIME OF PERFORMANCE

~~This Contract shall take effect on receipt of final contract signatures 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

Kevin Olson, Administrator
Probation and Parole Division

6/15/15
Date

CONTRACTOR

Mike Thatcher, Chief Executive Officer
Community, Counseling, and Correctional Services

6/24/15
Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

6-11-15
Date

CONTRACT AMENDMENT
CONTRACT 13-010-ACCD

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 **Community Counseling and Correctional Services, Inc.** (CONTRACTOR) 471 East Mercury Street, Butte, MT 59701 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 12, 2012 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2014 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 on receipt of final contract signatures and shall terminate on June 30, ~~2014~~ 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 constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Pam Bunke, Administrator
Adult Community Corrections Division

5-8-14
Date

CONTRACTOR

Mike Thatcher, Chief Executive Officer
Community, Counseling, and Correctional Services

5/7/14
Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

5-7-14
Date

CONTRACT AMENDMENT
CONTRACT 13-010-ACCD

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 **Community Counseling and Correctional Services, Inc.** (CONTRACTOR) 471 East Mercury Street, Butte, MT 59701 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 12, 2012 and Section 21 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**):

3. COMPENSATION/BILLING

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

A. The daily per diem rate paid to CONTRACTOR for **enhanced supervision program (ESP) services** is ~~**$15.00**~~ **$15.30 per offender, per day**, with a guarantee of payment for six (6) ESP offenders, per day, regardless of the actual number of offenders in the program. CONTRACTOR'S goal is to maintain twelve (12) offenders in this program at all times and the maximum amount paid to CONTRACTOR is based on a daily population of twelve (12) individual offender participants and shall not exceed ~~$65,700.00 (sixty-five thousand seven hundred dollars)~~ $67,014.00 (sixty seven thousand fourteen dollars) per state Fiscal Year. CONTRACTOR will collect $5.00 per day, per offender, for which ESP services are rendered. Collection from offenders must occur prior to DEPARTMENT being invoiced for the current month. The invoice to DEPARTMENT for ESP will be reduced by $5.00 per day for each offender CONTRACTOR collects from. Any amounts uncollected by CONTRACTOR will be billed to DEPARTMENT via monthly invoice.

B.-F. No changes.

5. TIME OF PERFORMANCE

~~This Contract shall take effect on receipt of final contract signatures 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

Kevin Olson, Administrator
Probation and Parole Division

6/15/15
Date

CONTRACTOR

Mike Thatcher, Chief Executive Officer
Community, Counseling, and Correctional Services

6/24/15
Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

6-11-15
Date

CONTRACT AMENDMENT
CONTRACT 13-010-ACCD

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 **Community Counseling and Correctional Services, Inc.** (CONTRACTOR) 471 East Mercury Street, Butte, MT 59701 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 31, 2012 and Section 21 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**):

5. TIME OF PERFORMANCE

This Contract shall take effect on receipt of final contract signatures 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.

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

DEPARTMENT

Pam Bunke/Administrator
Adult Community Corrections Division

9-23-13
Date

CONTRACTOR

Mike Thatcher, Chief Executive Officer
Community, Counseling, and Correctional Services

10/8/13
Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

9/23/13
Date

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **Community, Counseling, and Correctional Services, Inc. (CONTRACTOR)** enter into this Contract **(13-010-ACCD)**. The parties names, addresses, and telephone numbers are as follows:

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

Community, Counseling, and Correctional Services, Inc.
471 East Mercury Street
Butte, MT 59701
(406-782-0417)

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 DEPARTMENT with a means to place an OFFENDER (probationer, parolee, or conditional release offender) within the Enhanced Supervision Program (ESP) as the result of a formal hearing held in the Region II office of Adult Probation and Parole, during which time the offender has been found guilty of a supervision infraction. The duties and responsibilities of each party shall include, but are not necessarily limited to, the following:

A. DEPARTMENT

1. The offender will be formally referred to ESP by the Probation and Parole Hearing's Officer utilizing the Enhanced Supervision Program Referral Form. This form indicates for the ENHANCED SUPERVISION CASE MANAGER the specific length of the offender's involvement within ESP and will generally be limited to a term of 60 but not to exceed 90 days. (refer to the attached ESP Referral Form).

   The referring Probation/Parole Officer shall indicate the mandatory conditions to be applied to the offender participant such as:

   a. Attendance at a weekly one-on-one meeting with the Enhanced Supervision Case Manager.

   b. The provision of one (1) daily breathalyzer (for specific detection of alcohol).

   c. The weekly submission of one (1) urine sample for subsequent drug and alcohol testing. These biological samples shall be provided after 5:00 p.m. and shall also include the submission of occasional weekend urinalysis.

2. In addition, the referring Probation/Parole Officer may request from CONTRACTOR up to two (2) of the following options as they relate to ESP oversight:

   a. Two (2) additional random urinalysis tests after 5:00 p.m. and on the weekends.

b. An offender referral to designated participation within the Cognitive Principles (CP&R). The offender participant shall be required to participate in twelve (12) sessions or until his or her approved completion.

c. An offender referral to an Alcohol and Drug Aftercare Program. The offender participant shall be required to attend between eight (8) and twelve (12) sessions or until his or her approved completion.

d. An offender referral to Job Development Programming. The offender participant may be required to attend at least three (3) job development sessions per week and will also attend one (1) session per week after employment has been obtained.

B. CONTRACTOR

1. CONTRACTOR shall ensure that the assigned Enhanced Supervision Case Manager maintains consistent written and verbal contact with the involved Probation/Parole Officer relating to matters involving the offender participant's progress (or lack thereof) within the Enhanced Supervision Program.

   The Enhanced Supervision Case Manager shall also be responsible to:

   a. Take the offender's picture and obtain an initial breathalyzer and urine sample.

   b. Obtain information regarding the offender's current housing status, i.e., the offender's address, possible phone number, persons also residing within the offender's place of residence – spouse, significant other, children, etc.

   c. Gather motor vehicle information as it pertains to the offender (if applicable). Obtain copies of the offender's valid Montana State driver's license and vehicle information, inclusive of current and valid registration and insurance.

   d. Record information relative to the offender's current place of employment, employment hours worked each week and the identification of the offender's immediate supervisor.

   e. Discuss with the offender the treatment referrals that have been made in his or her case and give specifics required.

   f. Inform the offender of the process required in the offender's submission of a detailed and specific weekly itinerary.

   g. Explain to the offender the specific accountability standards as they are applied to those offender participants enrolled within the Enhanced Supervision Program.

   h. Set ongoing and weekly personal appointments with the offender participants assigned to the Enhanced Supervision Program and maintain written documentation regarding these meetings.

2. CONTRACTOR will provide up to 12 slots within the Enhanced Supervision Program to the Region II Adult Probation and Parole Staff.

3. CONTRACTOR shall maintain confidential offender files of all ESP participants and ensure that record-keeping requirements are complete according to the policies and procedures provided by the Region II Adult Probation and Parole office.

4. CONTRACTOR shall provide a work site in Bozeman, Montana within the physical confines of the Gallatin County Re-entry program facility, within which the formal monitoring of those offenders referred to ESP shall be coordinated and conducted.

5. In addition to the Enhanced Supervision Referral Form, CONTRACTOR'S assigned Enhanced Supervision Case Manager may have cause to utilize three (3) additional forms attendant to provision of services within the Enhanced Supervision Program. These forms are listed below (Said forms are also attached to this Agreement):

   a. The Enhanced Supervision Program Offender Contract.

   b. The Enhanced Supervision Program Notice of Completion/Failure.

   c. The Enhanced Supervision Program Length of Stay Extension.

6. Quantitative and qualitative measures of the program's performance and effectiveness as determined by DEPARTMENT. CONTRACTOR must generate management reports that accurately track these measures and submit these reports [electronically] to DEPARTMENT on a quarterly basis. Upon reasonable request of DEPARTMENT, CONTRACTOR agrees to prepare statistical reports/reviews of the program. CONTRACTOR agrees not to release said information without approval of DEPARTMENT.

   Performance measures must be congruent with the goals listed below:

   i. To increase the addicted offender's level of knowledge of chemical dependency and the mental, physical, and environmental consequences substance abuse.

   ii. To provide offenders with treatment and ancillary services to create pro-social change and reduce anti-social thinking, criminal behavior patterns, and the negative effects of chemical dependency.

   iii. To promote responsibility and accountability of offenders by providing an experiential, pro-social community environment.

   iv. To decrease offender drug and alcohol use.

   v. To decrease the proportion of offenders [who participate in the Program] from violating probation, parole, or conditional release.

   vi. To decrease the incidence of further misdemeanor or felony convictions.

CONTRACTOR agrees to cooperate with DEPARTMENT or its assigned agent(s) to formulate written criteria to be used for the specific performance/process measurement of the goals listed above. CONTRACTOR and DEPARTMENT agree to formally amend this Contract to include this agreed upon criteria.

3. COMPENSATION/BILLING

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

A. The daily per diem rate paid to CONTRACTOR for **enhanced supervision program (ESP) services** is **$15.00 per offender, per day**, with a guarantee of payment for six (6) ESP offenders, per day, regardless of the actual number of offenders in the program. CONTRACTOR'S goal is to maintain twelve (12) offenders in this program at all times and the maximum amount paid to CONTRACTOR is based on a daily population of twelve (12) individual offender participants and shall not exceed $65,700.00 (sixty-five thousand seven hundred dollars) per state Fiscal Year. CONTRACTOR will collect $5.00 per day, per offender, for which ESP services are rendered. Collection from offenders must occur prior to DEPARTMENT being invoiced for the current month. The invoice to DEPARTMENT for ESP will be reduced by $5.00 per day for each offender CONTRACTOR collects from. Any amounts uncollected by CONTRACTOR will be billed to DEPARTMENT via monthly invoice.

B. CONTRACTOR at times may have more than twelve (12) individual offender participants enrolled within the enhanced Supervision Program as specific ESP counts may be more during some months than they are in others.

C 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.

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

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

F. 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 on receipt of final contract signatures and shall terminate on June 30, 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 **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

1. Monty LeTexier, Regional Administrator, Region II (444-0376), 111 N. Rodney, PO Box 201313, Helena, MT 59620 or successor serves as DEPARTMENT liaison.

2. Steve McArthur, Director of Community Correctional Programs for Community, Counseling, and Correctional Services, Inc., (782-0417) Butte, MT or successor serves as CONTRACTOR liaison.

3. 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

CONTRACTOR 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 CONTRACTOR'S 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 CONTRACTOR 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: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR 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 Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

C. **Specific Requirements for Automobile Liability:** CONTRACTOR shall purchase and maintain personal liability coverage in accordance with Montana Statute.

D. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

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. 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.

17. 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.

18. 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.

19. 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).

20. LICENSURE

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

21. 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.

22. 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.

23. 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

Pam Bunke

Pam Bunke, Administrator
Adult Community Corrections Division

7-13-12
Date

CONTRACTOR

Mike Thatcher, Chief Executive Officer
Community, Counseling, and Correctional Services

7/31/12
Date

Approved for Legal Content by:

Diana L. Koch
Legal Counsel
Department of Corrections

7/12/12
Date