

**CONTRACT AMENDMENT NO. 5
CONTRACT FOR PAROLE SUPEVISION
CONTRACT # COR13-038-YSD**

This CONTRACT AMENDMENT # 5 is to amend the above-referenced contract between the State of Montana, **Department of Corrections** (STATE), whose address and phone number are **PO Box 201301, Helena MT 59320-1301, (406) 444-3930** and **Mountain Peaks, Inc.** (CONTRACTOR), whose address and phone number are **120 23rd Avenue NE, Great Falls, MT 59404, (406) 453-6784**. This Contract is amended for the following purpose(s):

- 1) In accordance with the section entitled Effective Date, Duration, and Renewal, both parties mutually agree to extend this Contract for the period **July 1, 2018**, through **June 30, 2019**, per the terms, conditions, and prices agreed upon. This is the **fifth** renewal, **sixth** year of the Contract.

Except as modified above, all other terms and conditions of Contract **COR13-038-YSD** remain unchanged.

**STATE OF MONTANA
Department of Corrections
PO Box 201301
Helena, MT 59320-1301**

**MOUNTAIN PEAKS, INC.
120 23RD Ave NE
Great Falls, MT 59404
FEDERAL ID # 81-0519345**

BY: Cindy McKenzie YSD Administrator
(Name/Title)

BY: Lisa Anderson Mangan CPC
(Name/Title)

DocuSigned by:
Cindy McKenzie
5D1FF62E9F074AE
(Signature)

DocuSigned by:
Lisa Anderson Mangan
EF80640B114A4CA
(Signature)

DATE: 6/7/2018

DATE: 6/6/2018

Approved as to Legal Content:
DocuSigned by:
Colleen Ambrose 5/11/2018
FFF88078013447...
Legal Counsel (Date)

Approved as to Form:
DocuSigned by:
Mede Orta 4/17/2018
6407350C31CF4E8...
Procurement Officer (Date)
State Procurement Bureau

**CONTRACT AMENDMENT NO. 4
CONTRACT FOR MENTORING SERVICES
CONTRACT # COR13-038-YSD**

This CONTRACT AMENDMENT #4 is to amend the above-referenced contract between the State of Montana, Department of Corrections (DEPARTMENT), whose address and phone number are PO Box 201301, Helena, MT 59620-1301, 406-444-3930 and Mountain Peaks, Inc. (CONTRACTOR), whose address and phone number are 120 23rd Avenue NE, Great Falls, MT 59404, 406-453-6784. This Contract is amended for the following purpose(s):

- 1) The following changes have been made to Section 5: TIME OF PERFORMANCE (new language underlined, old language interlined):

This Contract shall take effect upon final contract signature and shall terminate on June 30, ~~2017-2018~~, 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 ~~four (4)~~ three (3) years.

Prior to each renewal DEPARTMENT must recertify the sole source contract by submitting a new sole source justification to the Department of Administration.

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.

- 2) The following changes have been made to Section 2.B (new language underlined, old language interlined):

B. Establish and maintain a minimum number of mentors in Missoula(~~2~~ 1); Helena(1); Great Falls(~~4~~ 2); Billings(2); and Kalispell(1), to adequately serve the number of youth from these areas;

- 3) Both parties mutually agree to remove Section 3.B.

B. ~~DEPARTMENT shall pay CONTRACTOR for documented and DEPARTMENT approved per diem for attendance by one CONTRACTOR employee to attend one re-entry meeting per year, not to exceed \$450.00 annually.~~

- 4) The following changes have been made to Section 3.C (new language underlined, old language interlined):

C. DEPARTMENT shall pay CONTRACTOR for document administrative costs, documented wages/mileage (per the State's Travel Policy <https://sfsd.mt.gov/SAB/EmployeeTravel>) (~~\$0.555/mile~~) for community mentors and documented youth activity costs, not to exceed \$90,000 annually.

- 5) The following changes have been made to Section 6: LIAISONS AND NOTICE (new language underlined, old language interlined):

A. Steve Harrel (406-444-4390), 5 S. Last Chance Gulch, Helena, MT 59601, or successor serves as DEPARTMENT liaison.

B. ~~Jeff Mangan~~ Lisa Anderson (406-453-6784), 120 23rd Avenue NE, Great Falls, MT 59404, lisa@mountainpeaksinc.com or successor serves as CONTRACTOR liaison.

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.

Except as modified above, all other terms and conditions of Contract COR13-038-YSD remain unchanged.

STATE OF MONTANA
Department of Corrections
PO Box 201301
Helena, MT 59620-1301

Mountain Peaks, Inc.
120 234d Avenue NE
Great Falls, MT 59404
FEDERAL ID # 81-0519345

BY: Cindy McKenzie, Administrator

BY: Lisa Anderson, President/CEO
(Name/Title)

DocuSigned by:
Cindy McKenzie
(Signature)

DocuSigned by:
Lisa Anderson
(Signature)

DATE: 6/28/2017

DATE: 6/28/2017

Approved as to Form:

DocuSigned by:
Tia Snyder 6/28/2017
Procurement Officer (Date)
State Procurement Bureau

**CONTRACT AMENDMENT NO. 3
CONTRACT FOR MENTORING SERVICES
CONTRACT # COR13-038-YSD**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Department of Corrections (DEPARTMENT), whose address and phone number are PO Box 201301, Helena, MT 59620-1301, 406-444-3930 and Mountain Peaks, Inc. (CONTRACTOR), whose address and phone number are 120 23rd Avenue NE, Great Falls, MT 59404, 406-453-6784. This Contract is amended for the following purpose(s):

- 1) The following changes have been made to Section 5: TIME OF PERFORMANCE (new language underlined, old language interlined):

This Contract shall take effect upon final contract signature and shall terminate on June 30, ~~2016~~ 2017, 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)~~ four (4) years.

Prior to each renewal DEPARTMENT must recertify the sole source contract by submitting a new sole source justification to the Department of Administration.

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.

Except as modified above, all other terms and conditions of Contract COR13-038-YSD remain unchanged.

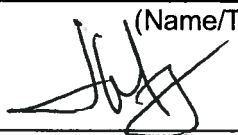
STATE OF MONTANA
Department of Corrections
PO Box 201301
Helena, MT 59620-1301

Mountain Peaks, Inc.
120 234d Avenue NE
Great Falls, MT 59404
FEDERAL ID # 81-0519345

BY: Cindy McKenzie, Administrator

BY: Jeff Mangan, President/CEO

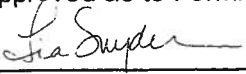

(Signature)

(Name/Title)

(Signature)

DATE: 7-12-16

DATE: 7/15/16

Approved as to Form:


Procurement Officer
State Procurement Bureau

June 30, 2016
(Date)

**CONTRACT AMENDMENT NO. 2
CONTRACT FOR MENTORING SERVICES
CONTRACT # COR13-038-YSD**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Department of Corrections (DEPARTMENT), whose address and phone number are PO Box 201301, Helena, MT 59620-1301, 406-444-3930 and Mountain Peaks, Inc. (CONTRACTOR), whose address and phone number are 120 23rd Avenue NE, Great Falls, MT 59404, 406-453-6784. This Contract is amended for the following purpose(s):

- 1) The following changes have been made to Section 2: DUTIES/RESPONSIBILITIES OF CONTRACTOR(new language underlined, old language interlined):

2.1 Mentoring Services. In order to provide the most advantageous parole supervision, CONTRACTOR shall identify, train, and supervise contracted community members (mentors) to provide mentoring as needed to these youth. Mentors shall:

- A. ~~Serve remote areas of the State;~~ Provide mentoring services to all youth within the Youth Services Division at the appropriate time to include, when appropriate, community mentoring, pre-mentoring, distance mentoring, and/or life skills groups;
- B. Establish and maintain a minimum number of mentors in Missoula(2); Helena(1); Great Falls(1); Billings(2); and Kalispell(1), to adequately serve the number of youth from these areas;
- C. ~~Coordinate with assigned juvenile parole officers to assure consistency of supervision goals and methods~~ work to support youth's individualized case plan goals and objectives;
- D. ~~Provide pre-mentoring services to youth in correctional facilities in order to ease the transition who will be discharging directly from these facilities;~~ and
- E. ~~Cooperate with members of a support system made up of individuals within the community. All members must be familiar with the case and be able to communicate openly with other members of the support group regarding the case and the youth's participation in ongoing programming, as deemed necessary.~~

~~Members of this support system must include a juvenile parole officer, a law enforcement officer, a therapist, and foster family individuals. Members may also include education staff, religious community representatives, youth organization representatives, mentors, victim advocates, or representatives and other appropriately involved individuals. Communicate and coordinate with members of a support system made up of individuals within the community who are working directly with youth or involved in supporting youth reentry. Attend reentry team meetings.~~

2.2 Project Management. CONTRACTOR shall manage the total project by providing the following components, in accordance with the State policies and procedures:

- 2 2 2 4
- A. Recruit, hire, and train mentors in each youth-placed community and perform criminal and child abuse registry checks on each mentor before hiring. ~~Training must include cognitive restructuring approach and gender specific issues;~~
 - B. ~~CONTRACTOR shall use cognitive restructuring approach with youth; and~~
 - C. No Change.
 - D. CONTRACTOR shall submit quarterly reports (July 10, October 10, January 10, and April 10) to the State that identifies:
 - i) Total number, ~~and~~ location of mentors in communities, and amount of hours served by each mentor;
 - ii) Number of youth served; and each youth's individual hours received.
 - iii) Start and stop dates for each youth receiving mentoring services

- 3) The following changes have been made to Section 5: TIME OF PERFORMANCE (new language underlined, old language interlined):

This Contract shall take effect upon final contract signature and shall terminate on June 30, ~~2015~~ 2016, 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 ~~six (6)~~ five (5) years.

Prior to each renewal DEPARTMENT must recertify the sole source contract by submitting a new sole source justification to the Department of Administration.

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.

Except as modified above, all other terms and conditions of Contract COR13-038-YSD remain unchanged.

STATE OF MONTANA
Department of Corrections
PO Box 201301
Helena, MT 59620-1301

Mountain Peaks, Inc.
120 234d Avenue NE
Great Falls, MT 59404
FEDERAL ID # 81-0519345

BY: Cindy McKenzie, Administrator

BY: Jeff Mangan, President/CEO
(Name/Title)

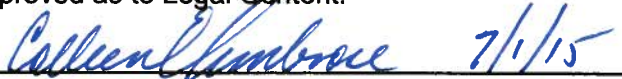

(Signature)


(Signature)

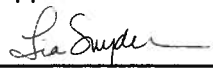
DATE: 7-10-15

DATE: 7-30-15

Approved as to Legal Content:

 7/1/15
Legal Counsel (Date)

Approved as to Form:

 6/26/15
Procurement Officer (Date)
State Procurement Bureau

**CONTRACT AMENDMENT NO. 1
CONTRACT FOR MENTORING SERVICES
CONTRACT # COR13-038-YSD**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Department of Corrections (DEPARTMENT), whose address and phone number are PO Box 201301, Helena, MT 59620-1301, 406-444-3930 and Mountain Peaks, Inc. (CONTRACTOR), whose address and phone number are 120 23rd Avenue NE, Great Falls, MT 59404, 406-453-6784. This Contract is amended for the following purpose(s):

- 1) The following changes have been made to Section 2: DUTIES/RESPONSIBILITIES OF CONTRACTOR(new language underlined, old language interlined):

2.1 ~~Parole Supervision~~ Mentoring Services. In order to provide the most advantageous parole supervision, CONTRACTOR shall identify, train, and supervise contracted community members (mentors) to provide mentoring as needed to these youth. Mentors ~~must live in the community where the youth being mentored is placed and as needed~~ shall:

- A. Serve remote areas of the State;
- B. ~~Comply with ACA training standards for juvenile aftercare;~~
- C. Coordinate with assigned juvenile parole officers to assure consistency of supervision goals and methods;
- D. Provide pre-mentoring services to youth in correctional facilities in order to ease the transition; and
- E. Cooperate with members of a support system made up of individuals within the community. All members must be familiar with the case and be able to communicate openly with other members of the support group regarding the case and the youth's participation in ongoing programming, as deemed necessary.

Members of this support system must include a juvenile parole officer, a law enforcement officer, a therapist, and foster family individuals. Members may also include education staff, religious community representatives, youth organization representatives, mentors, victim advocates, or representatives and other appropriately involved individuals.

2.2 Project Management. CONTRACTOR shall manage the total project by providing the following components, in accordance with the State policies and procedures:

- A. Recruit, hire, and train mentors in each youth-placed community and perform criminal and child abuse registry checks on each mentor before hiring. Training must include cognitive restructuring approach and gender specific issues;
- B. CONTRACTOR shall use cognitive restructuring approach with youth; and

- C. CONTRACTOR shall coordinate placement and treatment plans with designated Youth Services Division personnel in secure facilities and in communities.
- i) Mentors will communicate with all members of the team and continually inform the assigned parole officer of developments in the case.
 - ii) Mentors will be available to guide youth and assist youth in accessing services, reminding of appointments, transporting when necessary, and following up with collateral contacts.
 - iii) Mentors will facilitate implementation of activities, as prioritized by community support teams, including therapeutic needs, leisure recreation, and educational and vocational activities.
 - ~~iv.) A female mentor will be assigned, for a minimum of 20 hours per week, to the Girl's Transition Program operated by Youth Homes, Inc.~~
 - v.) Provide Life Skills groups for youth placed at the Youth Transition Center (YTC). Groups will be held one time each week at the Mountain Peaks office at a time agreed upon between the YTC director and Mountain Peaks staff. The groups will be limited to a curriculum and topics agreed upon by the YTC director and group facilitator. The Mountain Peaks group facilitator will submit the curriculum/topic list to the YTC director for review.
- D. CONTRACTOR shall submit quarterly reports (July 10, October 10, January 10, and April 10) to the State that identifies:
- i) Total number, and location of mentors in communities, and amount of hours served by each mentor;
 - ii) Number of youth served; and each youth's individual hours received.
 - ~~iii) Community of residence.~~

2) The following changes have been made to Section 3: COMPENSATION/BILLING (new language underlined, old language interlined):

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

- ~~A. DEPARTMENT shall pay CONTRACTOR \$7,814.48 per month, not to exceed \$93,773.76 annually, for salary and fringe benefits for a program coordinator and lead mentors in Missoula and Helena.~~
- B. ~~DEPARTMENT shall pay CONTRACTOR for documented and DEPARTMENT approved per diem for attendance by program director and select regional staff at twice yearly re-entry meetings, not to exceed \$900.00 annually.~~ DEPARTMENT shall pay CONTRACTOR for documented and DEPARTMENT approved per diem for attendance by one CONTRACTOR employee to attend one re-entry meeting per year, not to exceed \$450.00 annually.
- C. ~~DEPARTMENT shall additionally pay CONTRACTOR for documented and DEPARTMENT approved mentor wages and mileage (\$.555/mile) and youth activity costs, not to exceed \$58,360.00 annually.~~ DEPARTMENT shall pay CONTRACTOR for documented administrative costs, documented wages/mileage (\$0.555/mile) for community mentors and documented youth activity costs, not to exceed \$90,000 annually.

- E. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice for services/ costs provided in accordance with this Contract.
- 3) The following changes have been made to Section 5: TIME OF PERFORMANCE (new language underlined, old language interlined):

This Contract shall take effect upon final contract signature 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)~~ six (6) years.

Prior to each renewal DEPARTMENT must recertify the sole source contract by submitting a new sole source justification to the Department of Administration.

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.

- 4) The following changes have been made to Section 6: LIAISONS AND NOTICE (new language underlined, old language interlined):
- A. ~~Cindy McKenzie~~ Steve Harrel (406-444-~~0854~~ 4390), 5 S. Last Chance Gulch, Helena, MT 59601, or successor serves as DEPARTMENT liaison.
 - B. Jeff Mangan (406-453-6784), 120 23rd Avenue NE, Great Falls, MT 59404, or successor serves as CONTRACTOR liaison.
 - 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.

Except as modified above, all other terms and conditions of Contract COR13-038-YSD remain unchanged.

STATE OF MONTANA
Department of Corrections
PO Box 201301
Helena, MT 59620-1301

Mountain Peaks, Inc.
120 234d Avenue NE
Great Falls, MT 59404
FEDERAL ID # 81-0519345

BY: Cindy McKenzie, Administrator

BY: Jeff Mangan, President/CEO

(Name/Title)



(Signature)


(Signature)

DATE: 7-25-14

DATE: 8/15/2014

Approved as to Legal Content:

 7-24-14
Legal Counsel (Date)

Approved as to Form:

 7/22/14
Procurement Officer (Date)
State Procurement Bureau

FILE
8/6/2013 @

1. **PARTIES**

The Montana Department of Corrections (DEPARTMENT) and Mountain Peaks, Inc. (CONTRACTOR) enter into this Contract (13-038-YSD). The parties names, addresses, and telephone numbers are as follows:

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

Mountain Peaks, Inc.
120 23rd Avenue NE
Great Falls, MT 59404
(406)-453-6784

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 Parole Supervision. In order to provide the most advantageous parole supervision, CONTRACTOR shall identify, train, and supervise contracted community members (mentors) to provide mentoring as needed to these youth. Mentors must live in the community where the youth being mentored is placed and as needed shall:

- A. Serve remote areas of the State;
- B. Comply with ACA training standards for juvenile aftercare;
- C. Coordinate with assigned juvenile parole officers to assure consistency of supervision goals and methods;
- D. Provide pre-mentoring services to youth in correctional facilities in order to ease the transition; and
- E. Cooperate with members of a support system made up of individuals within the community. All members must be familiar with the case and be able to communicate openly with other members of the support group regarding the case and the youth's participation in ongoing programming, as deemed necessary.

Members of this support system must include a juvenile parole officer, a law enforcement officer, a therapist, and foster family individuals. Members may also include education staff, religious community representatives, youth organization representatives, mentors, victim advocates, or representatives and other appropriately involved individuals.

2.2 Project Management. CONTRACTOR shall manage the total project by providing the following components, in accordance with the State policies and procedures:

- A. Recruit, hire, and train mentors in each youth-placed community and perform criminal and child abuse registry checks on each mentor before hiring. Training must include cognitive restructuring approach and gender specific issues;

- iii) Mentors will facilitate implementation of activities, as prioritized by community support teams, including therapeutic needs, leisure recreation, and educational and vocational activities.
 - iv.) A female mentor will be assigned, for a minimum of 20 hours per week, to the Girl's Transition Program operated by Youth Homes, Inc.
 - v.) Provide Life Skills groups for youth placed at the Youth Transition Center (YTC). Groups will be held one time each week at the Mountain Peaks office at a time agreed upon between the YTC director and Mountain Peaks staff. The groups will be limited to a curriculum and topics agreed upon by the YTC director and group facilitator. The Mountain Peaks group facilitator will submit the curriculum/topic list to the YTC director for review.
- D. Submit quarterly reports (July 10, October 10, January 10, and April 10) to the State that identifies:
- i) Number and location of mentors;
 - ii) Number of youth served; and
 - iii) Community of residence.

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 State shall pay Contractor **\$7,814.48 per month**, not to exceed \$93,773.76 annually, for salary and fringe benefits for a program coordinator and lead mentors in Missoula and Helena who help recruit, train, and schedule mentors across the State of Montana.
- B. The State shall pay contractor for documented and State approved per diem for attendance by program director and select regional staff at twice yearly re-entry meetings, not to exceed \$900.00 annually.
- C. The State shall additionally pay Contractor for documented and State approved mentor wages and mileage (\$.555/mile) and youth activity costs, not to exceed \$58,943.60 annually.
- E. The State agrees to pay Contractor within 30 days following receipt of a correct invoice for services/ costs provided in accordance with 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 final contract signature and shall terminate on June 30, 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

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 final contract signature and shall terminate on June 30, 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.

Prior to each renewal DEPARTMENT must recertify the sole source contract by submitting a new sole source justification to the Department of Administration.

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. Cindy McKenzie (406-444-0851), 5 S. Last Chance Gulch, Helena, MT 59601, or successor serves as DEPARTMENT liaison.
- B. Jeff Mangan (406-453-6784), 120 23rd Avenue NE, Great Falls, MT 59404, or successor serves as CONTRACTOR liaison.
- 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

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 legal,

equitable or administrative claims including those arising under paragraph 15 below, demands, damages, 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, including non-compliance with laws cited under paragraph 15 below, 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 \$3,000,000 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 \$3,000,000 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



Cindy McKenzie, Administrator
Youth Services Division

7-9-13
Date


CONTRACTOR



Jeff Mangan, President/CEO
Mountain Peaks, Inc.

8/6/2013
Date


Approved for Legal Content by:



Legal Counsel
Department of Corrections

6/27/13
Date

Approved as to Form:



Procurement Officer
State Procurement Bureau

6/17/13
Date