FINAL VERSION

PROFESSIONAL SERVICES AGREEMENT
GALLATIN COUNTY-MONTANA DEPARTMENT OF CORRECTIONS

1. PARTIES

The Montana Department of Corrections ("DEPARTMENT") and Gallatin County ("COUNTY") (together, "PARTIES") enter into this Agreement (05-029-ACCD). The parties names, addresses, telephone numbers, and Federal Employee Identification Number (COUNTY only) is as follows:

Montana Department of Corrections (DOC)
Adult Community Corrections Division
1539 11th Avenue
PO Box 201301
Helena MT 59620-1301
(406) 444-3930

Gallatin County
311 West Main
Bozeman MT 59715
(406) 582-3000
Federal Identification #:
816001363

NOW THEREFORE, DEPARTMENT AND COUNTY, AS PARTIES TO THIS AGREEMENT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES AND RESPONSIBILITIES OF THE PARTIES

COUNTY, as a local government authorized to contract with the Department to provide community corrections services under the Montana Community Corrections Act, agrees to provide a program of comprehensive community services to eligible adult male offenders (herein, "offenders") committed to the custody of the DEPARTMENT in accordance with the terms of this agreement.

COUNTY has contracted with Community, Counseling, and Correctional Services, Inc. (herein, "FACILITY") to provide the services described in this agreement. The PARTIES agree that COUNTY is responsible for all obligations set forth in this agreement defined as either those of the COUNTY or the FACILITY.

A. SCREENING

1. DEPARTMENT shall determine the initial eligibility of offenders to be referred to the Facility.

2. The County shall establish a local screening committee pursuant to § 53-30-312, MCA, consisting of a racially and gender-balanced membership of between three and seven persons who are local law enforcement officer, a probation and parole officer, and a member of the public. The committee shall determine the final eligibility of offenders accepted into the Facility. The Department may not transfer an offender to the Facility until the Facility has provided notice of acceptance of the offender for a specified date.

3. Upon execution of an appropriate release by the offender authorizing the Department to release confidential information concerning the offender to the local screening committee, the Department may release the following information concerning an offender applying for admission to the facility when available:

a. Informations, Judgments, and Sentence Review Decisions;

b. Initial Board of Pardons and Parole Report and Disposition;

c. Probation and Parole Bureau Violation Reports;

d. Pre-sentence Investigation Report;

e. Department of Corrections' Basic Information Sheet;

f. Department of Corrections' Initial Classification Summary and Report;

g. Department of Corrections' Summary of Offender's Institutional Conduct; and

h. Medical, psychological, and treatment information necessary to evaluate the offender's ability to maintain employment at the Facility and to evaluate the offender's needs for transitional services.

B. OFFENDER RECORDS

1. COUNTY shall protect offender records as confidential and not allow other offenders access to view or handle offender records. COUNTY shall provide an individual offender the opportunity to inspect his or her records not otherwise protected by law. COUNTY shall maintain offender records on-site in a locked, secure area.

2. With the sole exception of information in the offender records that is necessary to accomplish continuity of care or treatment by a community agency or provider, COUNTY may not copy or disseminate offender records, unless otherwise authorized by law. In the case of information released for continuity of care or treatment, COUNTY shall obtain consent from the offender in accordance with state and federal law governing confidential information.

3. COUNTY shall complete a written quarterly progress report on each offender and submit a copy to the Contract Programs Manager. DEPARTMENT reserves the right to request more frequent progress reports on problematic or special needs offenders. COUNTY shall complete a final case summary (a.k.a. "termination report") on each offender and submit copies to the Contract Programs Manager, the MSP Classification Bureau, and, in the case of offenders being release to supervision, the Probation & Parole Office that will supervise the offender. COUNTY shall retain all original reports in the offenders' records.

4. The COUNTY shall retain offender records for a period of five years from the date of the offender's release from the Facility.

C. TRANSPORTATION - DEPARTMENT will arrange and provide the initial transportation of each offender to the Facility.

D. PROGRAMMING & COUNSELING

1. COUNTY shall immediately commence an individualized program for each new offender describing the offender's treatment, vocational, educational, behavioral and social expectations and goals. Offenders' individualized programs must be set forth in writing and signed by the offender, subject to review and approval by DEPARTMENT.

2. COUNTY shall develop a written release program for each offender in conjunction with DEPARTMENT.

3. COUNTY shall follow acceptable professional practices in implementation of treatment and rehabilitation programming (Cognitive Principles & Restructuring (CP&R), Criminal Thinking & Errors (CT&E), and Chemical Dependency Programming). These practices shall include, but not be limited to staff or counselor to offender ratios, length of programming, and expected outcomes.

4. COUNTY shall, at a minimum, provide offenders with the following counseling:

a. emergency and crisis counseling services;

b. an assigned staff member to meet with and counsel that offender on a weekly basis;

c. therapeutic interaction between a counselor and one or more offenders; and

d. individual or group counseling directed toward a need or problem, such as health, education, family and interpersonal relationships, financial management, substance abuse, or sexual victimization;

e. guidance, instruction, and information relating to obtaining and maintaining gainful employment commensurate with the offender's needs and abilities, including identification of job openings, arrangements for interviews, and transportation.

5. COUNTY shall document all meetings with offenders in writing, subject to review by the DEPARTMENT.

E. OFFENDER MISCONDUCT & REMOVAL FROM FACILITY

1. COUNTY shall provide to each offender at orientation a written agreement setting forth all rules, conditions, and procedures governing the offender's residency at the facility.

2. Disciplinary Procedures

a. Pursuant to DOC 3.4.1, Adult Offender Disciplinary Procedure and P&P 140-1, (attached and incorporated herein by reference), if an offender is alleged to have violated his or her furlough or residency agreement, the rules of the facility, or other circumstance making the offender's continued residency unsuitable, the COUNTY shall serve the offender with written notice of the allegation and immediately forward a copy to the Probation & Parole Officer II or designee assigned to conduct hearings for the Facility ("hearing officer").

b. In accordance with DOC 3.4.1, Disciplinary Actions, the COUNTY may internally handle Class II violations, subject to consultation with a hearing officer prior to finalizing a disciplinary decision. COUNTY agrees to forward all Class I violations to the hearing officer.

c. Within seven (7) working days, the hearing officer shall conduct a hearing to determine whether the allegation is true, and if so, whether to impose a penalty, including whether the offender should remain in the Facility. The hearing officer shall then provide a written disposition to the offender, including, if applicable, the reasons for removal of the offender from the re-entry program.

d. If the hearing results in a decision to terminate the offender's participation in the re-entry program, the COUNTY shall complete a termination report and forward it to the Contract Programs Manager and the MSP Classification Bureau.

e. An offender may appeal the decision of the hearing officer to the Community Corrections Division Administration. If the appeal overturns the hearing officer's decision, COUNTY agrees to reinstate the offender at the Facility at the next available opening.

3. Detention

a. In the case of controlling an offender's threatening or harmful behavior, the P & P Officer II, or other designee of the DEPARTMENT, may authorize an offender's placement for a specified duration in the county detention center. If the COUNTY is unable to contact the PO II or designee, the COUNTY may place the offender in the county detention center pursuant to a pre-signed warrant. COUNTY shall inform the PO II or designee of the detention placement by 8:00 a.m. the next business day.

b. In such cases, the cost of the offender's detention will be borne by the offender. COUNTY will establish procedures to inform offenders of this potential cost. When an offender does not reimburse COUNTY for detention costs, DEPARTMENT will reimburse COUNTY for said detention costs.

c. Per Diem - During an offender's detention placement, DEPARTMENT will continue payment to COUNTY at the contracted per diem rate to allow COUNTY to "hold" the bed until the offender's return. However, upon determination by the DEPARTMENT Hearing Officer that the offender will be returned to prison from the County detention center, COUNTY will discontinue receiving per diem payments for the offender and may immediately fill the bed with another offender.

4. Removal from Facility - Upon request by DEPARTMENT, COUNTY will surrender custody of the offender to a designated officer of DEPARTMENT or law enforcement official. Under no circumstances will COUNTY transfer any offender from the Facility until DEPARTMENT has authorized the transfer and made

arrangements to take the offender into custody. If the Facility disagrees with a hearing officer's decision regarding an offender's removal from the Facility, the Facility may request the Contract Programs Manager to review the hearing officer's decision. The decision of the Contract Programs Manager is final, subject to the offender's right of appeal.

F. FACILITY MANAGEMENT

1. COUNTY shall provide offenders with a pleasant and safe environment that complies with local, state, and federal health and safety laws and regulations and therapeutic treatment goals. COUNTY shall maintain records of inspections by local, state and federal authorities having jurisdiction and immediately forward reports of violation to DEPARTMENT along with subsequent plans of correction and final agency disposition with regard to the report of violation.

2. COUNTY shall provide comfortable furnishings, fixtures, and equipment to accommodate all offenders and maintain such in clean and good operating condition.

3. COUNTY shall require offenders to maintain their living quarters as defined in writing and provided to offenders at orientation. COUNTY shall document that these responsibilities do not constitute full-time, reimbursable work, but are an integral part of the therapeutic treatment.

4. COUNTY shall regulate the use and location of noise-producing equipment and appliances, such as televisions, radios, or other audio or video players to avoid interference with therapeutic activities of the program or offender privacy.

5. Subject to reasonable restrictions set forth in written policies and procedures of the facility, the County must provide offenders with:

a. semi-private toilet and bathing facilities;

b. well-ventilated sleeping space of a minimum of sixty square feet per offender in single or multiple-occupancy rooms;

c. adequate closet and drawer space to store clothing and personal property, including lockable storage space; and

d. furnished areas that ensure privacy for conversations with other offenders, family, friends or therapists or where the offender may be alone; and a full range of social activities for all offenders, from two-person conversations to group activities.

G. OFFENDER TRAVEL

1. COUNTY shall establish permanent "sign out" and "sign in" logs to detail: offender destination; the reason for the trip; where the offender may be reached; the expected time of return; and, the actual time of return.

2. Non-employment related requests for offenders to travel in excess of 65 miles from the facility or outside of Gallatin County require approval by the Contract Programs Manager. An offender may not be absent from the Facility overnight without written authorization of the Contract Programs Manager, the Probation and Parole Officer II, and the Facility Director. COUNTY agrees to comply with DOC Policy 3.1.25, Prerelease Center Offender Travel, attached hereto and incorporated by reference herein, in submitting requests for travel to the Department.

H. OFFENDER ABSENCE/ESCAPE

1. When an offender is unaccounted for and determined to be Absent Without Leave (AWOL), COUNTY shall follow DOC Policy 3.2.2 - Facility Escapes attached hereto and incorporated by reference herein, as well as the Adult Corrections Facility Walkaway Policy and Procedure (CCF-2) attached hereto and incorporated by reference herein.

2. COUNTY'S on-duty staff member shall immediately contact the shift commander at Montana State Prison by telephone and submit a written report to the shift commander with the following information:

a. Name and Adult Offender (AO) number;

b. How, when, and where the escape was discovered;

c. Circumstance surrounding the escape (i.e., did not show up for work or school, etc.);

d. Probable companions;

e. Suspected destination and mode of transportation;

f. Personal and clothing description; and

g. Agencies and persons who have been notified.

3. If there are extenuating circumstances, the reporting staff person must so indicate to the DEPARTMENT representative. If the circumstance indicates that there is a possibility of the offender returning on his or her own, DEPARTMENT may use its discretionary power and choose not to issue the escape warrant at that time.

4. Montana State Prison is responsible for listing the escapee with the National Crime Information Center (NCIC), issuing the felony warrant and complaint, and the All Points Bulletin (APB).

5. COUNTY will cooperate fully with instructions from DEPARTMENT and assist in returning the offender to appropriate custody.

I. UNLAWFUL OFFENDER BEHAVIOR

COUNTY shall report allegations of criminal conduct of offenders to local law enforcement officials and DEPARTMENT. COUNTY shall cooperate with any administrative or criminal investigation regarding an offender.

J. OPERATION OF MOTOR VEHICLES

Generally, offenders are not permitted to operate motor vehicles. An offender who may have a specific need to operate a motor vehicle as a function of his or her job, shall do so only with the written permission of DEPARTMENT. COUNTY shall report to DEPARTMENT all offenders who drive motor vehicles without specific permission. The Contract Programs Manager or P&P Officer II shall monitor these procedures and approve, in writing, any exceptions.

K. URINALYSIS SCREENING

1. COUNTY shall conduct regular, random urinalysis (UA) screening of all offenders and submit quarterly reports to the Contract Programs Manager.

2. If COUNTY agrees to makes available to the Department of Corrections, Probation & Parole Bureau the necessary equipment to conduct UA screening, DEPARTMENT agrees to reimburse COUNTY a maximum of $5.00 per UA screening.

L. OFFENDER WORK POSITIONS

1. In limited circumstances deemed appropriate by DEPARTMENT, COUNTY may request placement of the offender as an offender worker by submitting to the Contract Programs Manager a work position agreement, signed by the offender, that sets forth a description of the work assignment, compensation, length of assignment in the position, and counseling services to be provided.

2. Offender workers may remain in the position for a maximum of six months, unless approved by the Contract Programs Manager.

3. COUNTY shall provide offender workers room and board exempt from the service charges that apply to traditional program participants. During the offender's placement in an offender work position, COUNTY may charge DEPARTMENT the daily per diem rate assessed regular program participants. Out of this per diem, COUNTY shall pay offender workers a minimum of $6.00 and a maximum of $10.00 per day for their work.

4. Offender workers shall follow all Facility rules, regulations, and provisions of their offender work position agreement, and be subject to the same disciplinary procedures as traditional program participants.

M. HEALTH SERVICES

Offenders shall receive such medical, psychiatric, and dental treatment as may be necessary to safeguard their health and prevent pain and suffering. The cost of all such medical, psychiatric and dental treatment is the primary responsibility of offenders. COUNTY shall

report all major recommended medical, psychiatric, and dental care and medical and dental emergencies to the Department's Managed Care Coordinator ("MCC" herein) or designee for review. In an emergency, COUNTY may proceed with the necessary treatment without prior authorization, but shall contact the MCC as soon as possible to furnish full information regarding the nature of the illness, the type of treatment to be provided, and the estimated costs thereof. The MCC will review each case individually.

N. OFFENDER DEATH

All expenses relative to an offender's, death, including preparation, shipment of the body, and burial, shall be the responsibility of DEPARTMENT. If possible, DEPARTMENT shall be notified in advance of such expenses and DEPARTMENT instructions shall be followed.

0. FOOD SERVICES

COUNTY shall provide offenders with the minimum daily adult level of caloric intake and nutritional levels as recommended by the U.S. Department of Agriculture. A nutritionist, dietician, or physician will annually approve the nutritional value of the food served. Food services will be guided by the following:

1. A written plan for the delivery of dietetic services and naming the person in charge of the food operation and the duties that may be delegated to others.

2. Food shall be served in an appetizing and attractive manner, with realistically planned meal times in a relaxed atmosphere.

3. Food services shall comply with all applicable federal, state, and local law regulations.

4. Provisions shall be made to accommodate residents who work irregular hours and are not available at regularly scheduled meal times.

P. STAFFING

COUNTY shall maintain sufficient staff to deliver the services required by this Agreement, including a minimum of two (2) staff persons on the premises at all times to supervise activities.

Q. LENGTH OF STAY

Offenders shall not reside in FACILITY for more than 180 days without prior written approval from the Contract Programs Manager.

R. GRIEVANCES

COUNTY shall maintain a system through which offenders may present grievances concerning the operation of the program. This procedure does not apply to applicants who have not been accepted and have not signed a residency agreement.

S. OFFENDER FEES

1. COUNTY shall inform offenders in writing at the time of orientation of all applicable fees the COUNTY may charge the offender under this agreement and Administrative Rules 20.7.201, .202, and .204. COUNTY shall submit for DEPARTMENT approval a schedule covering all applicable charges and fees. COUNTY agrees to provide offenders 90 days' advance notice of adjustments to the fee schedule.

2. COUNTY may charge an offender for room, board, and services subject to the offender's ability to pay. COUNTY shall, in addition to the monthly invoice, submit reports to the Department within ten (10) working days of the following month showing the offender's monthly gross income, the number of days in the facility, and the offender's expenses. "Expenses" include room, board, and service charges, medical and dental expenses, and restitution as set forth in this agreement.

3. COUNTY may charge up to $12.00/day for room and board each day of the offender's residence. After an offender's absence from the facility for five consecutive days, the facility shall suspend the charge until the offender returns. COUNTY may charge up to $4.00/day for an offender engaged in COUNTY'S transitional living program.

4. COUNTY may require an offender to pay for damage to the facility, its equipment, furnishings, fixtures.

5. COUNTY has the discretion to forgive all charges, or any portion thereof, based on COUNTYS' assessment of the offender's ability to pay. DEPARTMENT may, on a case-by-case basis, pay COUNTY for room and board fees of special needs offenders.

T. RESTITUTION

Pursuant to ARM 20.7.201, COUNTY shall develop and submit for DEPARTMENT approval, procedures to document the collection of court-ordered restitution, court-ordered fines, and court-ordered child and spousal support. COUNTY shall submit reimbursement collection data to DEPARTMENT by July 30th of each year.

U. BANK ACCOUNTS

COUNTY shall provide offenders with non-interest bearing bank accounts.

V. STATISTICAL REPORTS

Upon request of the DEPARTMENT, the COUNTY agrees to prepare statistical reports/reviews of the program. COUNTY agrees not to release said information without approval of the DEPARTMENT..

W. DNA TESTING

COUNTY will comply with DOC Policy 1.5.13, DNA Testing/Collection of Biological Samples, attached and incorporated herein by reference, by following the procedures outlined within the policy or utilizing a community resource to obtain DNA samples from designated offenders.

X. TRANSITIONAL LIVING

In accordance with DOC 5.8.3, Transitional Living Program for Adult Offenders, attached and incorporated herein by reference, COUNTY agrees to provide transitional living services to offenders as approved by the DEPARTMENT.

Y. EMERGENCY & DISASTER PLAN

COUNTY shall maintain written procedures to provide for the continued operation of the program in the event of an employee work stoppage, emergency, or disaster. The procedures shall include, but not limited to: assignment of tasks and responsibilities, instructions for the use of alarm systems, notification of authorities, use of special emergency equipment, and specifications of escape routes and procedures. The emergency procedures shall be posted at highly visible locations and explained to each new offender at orientation. The Facility shall conduct and maintain documentation of quarterly drills and evaluate the effectiveness of disaster procedures.

3. COMPENSATION/BILLING

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

A. DEPARTMENT shall pay COUNTY **sixty-three and 00/100 dollars ($63.00) per offender, per day, not to exceed** twenty (20) offenders per month and **four hundred fifty-nine thousand nine hundred and 00/100 dollars ($459,900.00) annually** for the services described in Section 2 above. DEPARTMENT shall guarantee placement and payment for a minimum of fifteen (15) offenders per month.

B. DEPARTMENT agrees to purchase transitional living services as set forth in Section 2 of this Agreement for a maximum of five (5) offenders at the rate of $17.07 per offender, per day.

C. Within ten (10) working days following the last day of each calendar month, COUNTY shall invoice DEPARTMENT for contractual services rendered during the preceding month.

Invoices are subject to audit and adjustment by DEPARTMENT before and after payment is made. Unless such invoice is subjected to a special review or audit, COUNTY is entitled to payment, or written explanation of exception, within 30 days of DEPARTMENT receiving a correct invoice.

D. DEPARTMENT shall not reimburse COUNTY for any offender whose length of stay extends beyond 180 days length of stay unless specifically authorized and approved in writing by the Contract Programs Manager prior to the expiration of the 180-day period. For good cause shown, as determined in the sole discretion of the Contract Programs Manager, exercised in good faith, the DEPARTMENT will reimburse the COUNTY beyond the 180-day period.

E. DEPARTMENT may withhold payments to COUNTY for failure to perform in accordance with the terms of this Agreement. However, prior to withholding payment, DEPARTMENT shall notify COUNTY, in writing, of its failure to perform. The notice shall specify acts or omissions constituting the default. If COUNTY fails to remedy the default within 45 days of receiving notice, DEPARTMENT may withhold payments.

F. COUNTY shall reference the Contract number on all invoices and correspondence pertaining to this Agreement.

G. The conditions of reimbursement outlined above are effective for Fiscal Years 2006 and 2007. COUNTY retains the right to renegotiate for Fiscal Year 2008 with the guarantee that compensation by DEPARTMENT will not be less than compensation paid in Fiscal Year 2007, subject to availability of funding.

4. TIME OF PERFORMANCE

This agreement shall take effect upon the signature and effective date of the contract between COUNTY and CCCS, and shall terminate on June 30, 2015. On or about March 1, 2007 and every two years thereafter during the term of this Agreement, the parties will meet to review the compensation rates described in Section 3 of this Agreement and, upon presentation of reasonable documentation, agree to amend the Agreement as necessary.

5. LIAISONS AND NOTICE

A. Michelle Jenicek, Contract Programs Manager (444-4910), 1539 11th Avenue, PO Box 201301, Helena MT 59620-1301 or successor serves as DEPARTMENT liaison.

B. James Cashell, Sheriff (or designee) (582-2100), Gallatin County Sheriff's Office, Law and Justice Center, 615 South 16th, Bozeman MT 59715 or successor serves as COUNTYS' liaison.

C. All notices and invoices required in this Agreement 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.

6. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials COUNTY 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.

7. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither COUNTY 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. COUNTY 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 agreement. COUNTY shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Fiscal Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

8. HOLD HARMLESS AND INDEMNIFICATION

COUNTY agrees to defend and indemnify the DEPARTMENT, its appointed officials, agents, and employees, while acting in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the COUNTY'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 the COUNTY its agents, employees, subcontractors representatives under this agreement, except that arising out of the sole negligence of the DEPARTMENT, its appointed officials, agents, and employees.

9. INSURANCE

A. **General Requirements:** COUNTY shall maintain for the duration of the Agreement, 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 COUNTY, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: COUNTYS' 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 COUNTYS' insurance and shall not contribute with it.

B. MACo/JPIA insures the COUNTY. Certificates of Insurance evidencing insurance coverage will be supplied to the DEPARTMENT within five days of executing this Agreement.

10. ACCESS TO FACILITY AND BUSINESS RECORDS

A. COUNTY agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine compliance with this agreement (Ref. 18-1-118, MCA). COUNTY 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 Agreement or the conclusion of any claim, litigation, or exception relating to this Agreement taken by the State of Montana or a third party. COUNTY shall maintain offender records as provided in Part 2, Paragraph B, Section 4 of this Agreement.

B. COUNTY agrees to maintain program and financial records required by this Agreement. In case of financial review, DEPARTMENT will make every effort to provide COUNTY with two weeks advance notice. COUNTY agrees that an independent financial audit, at its expense, shall be conducted annually and at the termination of this Agreement. COUNTY shall submit all audits no later than 60 days after fiscal year end.

C. COUNTY agrees to allow DEPARTMENT personnel or other duly authorized persons access to the Facility at reasonable times to inspect the facility and facility records, to interview offenders and staff, and to observe procedures, including, but not limited to screenings, group meetings, intake, release, and security procedures, and all day to day operations of the Facility.

D. COUNTY agrees to maintain program data as mutually agreed upon with DEPARTMENT at the beginning of the fiscal year. COUNTY will produce program narrative and descriptive data in a form agreed upon between COUNTY and DEPARTMENT. COUNTY shall be given reasonable time to produce program narrative and descriptive data in a form agreed upon between COUNTY and DEPARTMENT. All records pertaining to treatment of offenders will be available to DEPARTMENT or its authorized agents, but shall remain in the property of COUNTY.

11. QUALITY ASSURANCE

COUNTY shall cooperate with and provide information to the DEPARTMENT or DEPARTMENT'S authorized agents to assess program effectiveness and quality assurance.

12. PUBLIC INFORMATION

COUNTY recognizes that this Agreement is subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution.

13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Excluding the COUNTY'S contract with Community, Counseling, and Correctional Services, Inc. COUNTY shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Agreement, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve COUNTY of any obligation of this Agreement and any transferee or subcontractor shall be considered the agent of COUNTY. COUNTY shall remain liable as between the original parties to the Agreement as if no such assignment had occurred.

COUNTY shall submit all subcontracts directly affecting offenders to the Contract Programs Manager for review and approval at least 30 days prior to beginning performance of the contract. DEPARTMENT shall submit its approval or revision recommendations in writing to COUNTY.

14. AMENDMENTS

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

15. COMPLIANCE WITH LAWS

COUNTY must, in performance of work under the Agreement, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Prison Rape Elimination Act of 2003, 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 Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by COUNTY subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, COUNTY agrees that the hiring of persons to perform the Agreement 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 Agreement.

16. TERMINATION AND DEFAULT

A. DEPARTMENT may, by written notice to COUNTY, terminate this Agreement in whole or in part at any time COUNTY or Facility fails to perform as required in this Agreement.

B. Either party may terminate this Agreement without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the

Agreement shall provide written notice to the other, which notice will establish a termination date not less than 90 days from the date of such notice.

C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason.

D. COUNTY shall notify DEPARTMENT whenever COUNTY believes it is, or will be, unable to provide the required quality or quantity of services. Upon such notification, the parties shall meet to determine whether such inability requires modification of this Agreement.

17. CHOICE OF LAW AND VENUE

The laws of Montana govern this Agreement. The parties agree that any mediation, arbitration or litigation concerning this Agreement 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).

18. LICENSURE

COUNTY agrees to maintain and provide as requested, documentation to confirm registration, licensure, or certification of any person performing services under this Agreement that requires such registration, licensure, or certification.

19. INTEGRATION

This Agreement 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 Agreement, shall be binding or valid. This Agreement shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Agreement.

20. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.

21. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Agreement until a fully executed original Agreement is returned to the Department of Corrections, Fiscal Bureau, PO Box 201301, 1539 11th Avenue, Helena, MT 59620-1301. A second Original shall be maintained at the Gallatin County Clerk and Recorder's Office.

END OF AGREEMENT –
EXCEPT FOR SIGNATURE PAGE

FINAL VERSION

IN WITNESS WHEREOF the parties have signed this Professional Services Agreement consisting of [17] total pages.

DEPARTMENT

Mike Ferriter, Administrator
Adult Community Corrections Division

5-31-05
Date

COUNTY

William A. Murdock,
Chair, Gallatin County Commission

5/24/05
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

6/9/05
Date

CONTRACT AMENDMENT
CONTRACT #05-029-ACCD

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Gallatin County** (CONTRACTOR) 311 West Main, Bozeman MT 59715 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of June 9, 2005 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)**:

3. COMPENSATION/BILLING

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

A. Effective July 1, 2006, DEPARTMENT shall pay COUNTY **sixty-three and 00/100 dollars ($63.00) per offender, per day, not to exceed** ~~twenty (20)~~ thirty (30) offenders per day, per month and/or ~~**four hundred fifty-nine thousand nine hundred and 00/100 dollars ($459,900.00)**~~ **seven hundred twenty-one thousand, two and 75/100 dollars ($721,002.75) annually** for the services described in Section 2 above. DEPARTMENT shall guarantee placement and payment for a minimum of ~~fifteen (15)~~ twenty (20) offenders per month.

B - G. No changes.

5. LIAISONS AND NOTICE

A. ~~Michelle Jenicek~~ Kerry Pribnow, Prerelease Center/Contract Programs Manager (444-4910), 1539 11th Avenue, PO Box 201301, Helena MT 59620-1301 or successor serves as DEPARTMENT liaison.

B-C. No changes.

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

2-22-07
Date

COUNTY

Joe P. Skinner
Chair, Gallatin County Commission

3/6/07
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

2/21/07
Date

CONTRACT AMENDMENT
CONTRACT #05-029-ACCD

THIS CONTRACT AMENDMENT **(Amendment #2)** is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Gallatin County** (CONTRACTOR) 311 West Main, Bozeman, Montana 59715 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of June 9, 2005 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):**

2. DUTIES AND RESPONSIBILITIES OF THE PARTIES

COUNTY, as a local government authorized to contract with the Department to provide community corrections services under the Montana Community Corrections Act, agrees to provide a program of comprehensive community services to eligible adult male offenders (herein, "offenders") committed to the custody of the DEPARTMENT in accordance with the terms of this agreement.

COUNTY has contracted with Community, Counseling, and Correctional Services, Inc. (herein, "FACILITY") to provide the services described in this agreement. The PARTIES agree that COUNTY is responsible for all obligations set forth in this agreement defined as either those of the COUNTY or the FACILITY.

A-R No Changes

S. OFFENDER FEES

1. No Change

2. No Change

3. COUNTY may charge up to ~~$12.00~~ $14.00/day for room and board each day of the offender's residence. After an offender's absence from the facility for five consecutive days, the facility shall suspend the charge until the offender returns. COUNTY may charge up to $4.00/day for an offender engaged in COUNTY'S transitional living program.

4. No Change

5. No Change

3. COMPENSATION/BILLING

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

A. ~~Effective July 1, 2006,~~ DEPARTMENT shall pay COUNTY ~~sixty-three and 00/100 dollars ($63.00)~~ **sixty four and 26/100 dollars ($64.26) per offender, per day, not to exceed** thirty

(30) offenders per day, per month and/or ~~seven hundred twenty one thousand, two and 75/100 dollars ($721,002.75)~~ **eight hundred thirteen thousand nine hundred seventy and 35/100 dollars ($813,970.35) annually for Fiscal Year 2008 and sixty five and 55/100 ($65.55) per offender, per day, not to exceed** thirty (30) offenders per day, per month and/or **eight hundred seven thousand six hundred seventy two and 00/100 dollars ($807,672.00) annually for Fiscal Year 2009** for the services described in Section 2 above. DEPARTMENT shall guarantee placement and payment for a minimum of twenty (20) offenders per month.

B. DEPARTMENT agrees to purchase transitional living services (TLP) as set forth in Section 2 of this Agreement for a maximum of five (5) offenders at the rate of ~~$17.07~~ **$21.00** per offender, per day.

C. No Change

D. No Change

E. No Change

F. No Change

G. The conditions of reimbursement outlined above are effective for Fiscal Years ~~2006~~ 2008 and ~~2007~~ 2009. COUNTY retains the right to renegotiate for Fiscal Year ~~2008~~ 2010 with the guarantee that compensation by DEPARTMENT will not be less than compensation paid in Fiscal Year ~~2007~~ 2009, subject to availability of funding.

H. DEPARTMENT shall pay CONTRACTOR a one-time payment of **$2.00** (two and 00/100 dollars) per offender, per day, for actual population during the time period of October 1, 2007 through December 31, 2007 (92 days) for lost time not being able to charge the increased rate.

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

DEPARTMENT

Kelly for PB

Pam Bunke, Administrator
Adult Community Corrections Division

6-30-08
Date

CONTRACTOR

~~William A. Murdock, Chair~~ R Stephen White
Gallatin County Commission ACTING CHAIR

6/27/08
Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

6/30/08
Date