



Service Agreement

The Montana Youth Services Division agrees to participate in the Performance-based Standards (PbS) program run by the PbS Learning Institute. The Youth Services Division agrees to pay \$10,000 to participate from July 1, 2015 – June 30, 2016.

We, Youth Services Division, also understand and agree to perform the following duties to ensure the successful implementation of PbS:

- Complete all PbS data collection protocols;
- Adhere to the PbS privacy policy;
- Identify and develop a PbS Team at the facilities that include a State/Agency Coordinator, Facility Administrator, and Site Coordinator as well as representatives of all facility program areas (such as health, education, mental health);
- Meet deadlines for data collection, data entry, draft and final reports and Facility Improvement Plans (FIPs);
- Work with the PbS Coach to analyze site reports and to prepare (with input from facility team members) FIPs;
- Work with PbS staff to implement PbS practices and policies;
- Grant permission to PbS to publish the name(s) of participating facilities; and
- Make formal payment arrangements with PbS.





PbS agrees to provide the following services:

- Access to online data collection and data collection resources;
- A set of goals and standards that agencies, facilities and residential care providers strive to meet;
- A blueprint of best practices and policies to implement to meet the standards;
- Outcome reports and data summaries of the quantitative and qualitative information collected;
- An improvement plan template guiding steps necessary to use the outcomes and information to create successful and sustainable reforms;
- A national network of professionals sharing information, tools and approaches to provide the highest quality of life and services;
- Expert coaching including an annual site visit and strategic review of issues to promote long-term sustainability;
- An annual state/agency coordinator training;
- Distance Learning Webinars (DLWs); and
- Technical assistance including the helpdesk, research and resources to support PbS' integration.

Deliverables provided by PbS:

- An annual PbS site visit and Facility Improvement Plans (FIP) consultation with a PbS coach;
- Draft site report;
- Critical Outcomes Report following each data collection focusing on the safety and health issues within facilities;
- Performance Profile reports providing a summary of outcomes following each data collection showing improvement compared to the field average;
- Downloadable outcome measure reports - all or individual outcome measures following each data collection;
- Jurisdictional Profile Reports showing all participating facilities in a jurisdiction following each data collection;
- Summary reports of survey responses following each data collection; and
- Outcome Measure Comparison Reports – all or individual outcome measures following each data collection.



STATE OF MONTANA STANDARD TERMS AND CONDITIONS FOR PERFORMANCE BASED STANDARDS (Pbs) AGREEMENT

ACCESS AND RETENTION OF RECORDS

x.1 Access to Records. Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. The State may terminate this contract without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

x.2 Retention Period. Contractor shall create and retain all records supporting the services rendered for a period of eight years after either the completion date of this contract or termination of the contract.

ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA.) Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this contract.

REDUCTION OF FUNDING

The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or 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.

COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, 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. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this 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 the persons performing this contract.



Attachment A: Signatures

Please sign and return this service agreement form to PbS at the address below. An original signed copy will then be returned to you for your records. Kindly forward all correspondence to:

PbS Learning Institute
639 Granite St, Suite 112
Braintree, Massachusetts 02184
Phone: (781) 843-2663
Fax: (781) 843-1688

Kim Godfrey 1/16/2015

Signature Date

Kim Godfrey, Executive Director

PbS Learning Institute, Inc.

Cindy McKenzie 2-4-15

Signature Date

Cindy McKenzie, Administrator

Montana Youth Services Division

Site Listing:

- Pine Hills Youth Correctional Facility





Attachment B: Payment Options

- Option One: X Pay in Full at execution of contract.
Option Two: Four equal quarterly payments.
Option Three: Monthly payments.

If none of these options are suitable for your organization, we will work with you to try and accommodate any special requests.

If you have any other questions or concerns about financial matters please contact:

Diane McLevedge, Controller
PbS Learning Institute, Inc.
Telephone # (781) 843 2663
E-mail: diane.mclevedge@pbstandards.org

