

**CONTRACT AMENDMENT  
CONTRACT 14-034-YSD**

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 Columbia Ultimate dba RevQ (CONTRACTOR) 4400 NE 77<sup>th</sup> Avenue Ste 100, Vancouver, WA 98662 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of September 6, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on December 19, 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):

**2. DUTIES/RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR agrees to provide, install, and maintain all hardware and software necessary to allow DEPARTMENT to operate a Youth Placement Financial Software System.

A. No changes

B. CONTRACTOR agrees to provide 48 hours of additional custom report building and programming including:

- Reconciliation Reports Dialog.
- Reconciliation Report Progress Indicator.
- Data File Parsing.
- Expense Report Generation.
- Adjustment Report Generation.
- PDF File Creation.
- PDF File Saving and Display.

C. CONTRACTOR will provide one, onsite training course to DEPARTMENT staff on the use of the RevQ system.

**3. COMPENSATION/BILLING**

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

A.-E. No changes

F. DEPARTMENT shall pay CONTRACTOR \$160.00 per hour for each additional hour of report building and programming. DEPARTMENT shall pay CONTRACTOR \$1,590.59 for a one day onsite training. The total amount paid to CONTRACTOR for the additional services described herein shall not exceed nine thousand two hundred seventy and 59/100 Dollars (\$9,270.59).

**TIME OF PERFORMANCE**

This Contract shall take effect upon final contract signature and shall terminate after expiration of the required one-year warranty period. The one-year warranty period shall begin after full acceptance of all phases unless terminated earlier in accordance with the terms of this contract (Section 18-4-313, MCA).

~~Based on the following milestones current contract term is extended to December 19, 2014.~~

- ~~● 11.0 Development, including all Montana Youth Services development, completed by 9/26/2014~~
- ~~● QA Round 1 completed by 10/17/2014~~
- ~~● QA Round 2 completed by 11/14/2014~~
- ~~● Development on any defects and deficiencies ongoing through testing~~
- ~~● Client DB Shakedown Testing completed by 11/28/2014~~
- ~~● BETA completed by 12/19/2014~~
- ~~● Live SaaS upgrade on 12/19/2014~~

~~The required one year warranty period will begin on December 19, 2014 upon project completion.~~

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

**DEPARTMENT**



Cindy McKenzie, Administrator  
Youth Services Division

3-1-16

Date

**CONTRACTOR**



Joshua Schreiner - Jim Adamson  
Compliance Officer - CFO

3/2/2016

Date

Reviewed for Legal Content by:



Legal Counsel  
Department of Corrections

Mar 1, 2016  
Date

# CONTRACT AMENDMENT

## CONTRACT 14-034-YSD

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 Columbia Ultimate dba RevQ (CONTRACTOR) 4400 NE 77<sup>th</sup> Avenue, Suite 100, Vancouver, WA 98662, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of September 6, 2013 and Section 24 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on September 6, 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**):

### TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature and shall terminate after expiration of the required one-year warranty period. The one-year warranty period shall begin after full acceptance of all phases unless terminated earlier in accordance with the terms of this contract (Section 18-4-313, MCA).

Based on the following milestones current contract term is extended to December 19, 2014.

- 11.0 Development, including all Montana Youth Services development, completed by 9/26/2014
- QA Round 1 completed by 10/17/2014
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The required one year warranty period will begin on December 19, 2014 upon project completion.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged. The remainder of this page has been intentionally left blank.

**DEPARTMENT**

*Cindy McKenzie*  
Cindy McKenzie, Administrator  
Youth Services Division

10-8-14  
Date

**CONTRACTOR**

*Jim Adamson*  
~~Joshua Schreiner~~ *Jim Adamson*  
~~Compliance Officer~~ *CFD*

10/23/14  
Date

Reviewed for Legal Content by:

*Colleen Shuler*  
Legal Counsel  
Department of Corrections

10-7-14  
Date

## 1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and Columbia Ultimate dba RevQ (CONTRACTOR) enter into this Contract (#14-034-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

Columbia Ultimate dba RevQ  
4400 NE 77<sup>th</sup> Avenue  
Suite 100  
Vancouver, WA 98662  
(360) 260-5730

**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, install, and maintain all hardware and software necessary to allow DEPARTMENT to operate a Youth Placement Financial Software System.

- A. CONTRACTOR will complete a detailed statement of work and submit to the DEPARTMENT for approval. The statement of work defines the following components in Attachment A, Statement of Work (SOW):
- **Youth** – A youth can be associated with zero to one (at a time), placements. A youth can be associated with zero to many parents (debtors). A youth can make a payment (SSN only) to the placement they are currently associated with.
  - **Parent (Debtor)** – A parent can be associated with zero to many youths. By association to a youth, the parent is associated to a placement. A parent can have a payment plan that references the sum of all placements that they are currently associated with. If a new placement is established, the payment plan would be recalculated for the overall sum. (Payment Plan modification to accommodate this functionality is assumed)
  - **Placement** – A placement can be associated with zero or many youths. The amount 'owed' is a calculation of the days that the youth is projected to be at the facility. That's how the 'balance' is calculated, so it's not a hard, line item driven number.
  - **Reports** – The statement of work will specify the available reports that will draw on data from the above three items.
  - **Acceptance Criteria**
    - Testing:** CONTRACTOR will define testing requirements as development occurs. Once all processes have been tested a test database will be made available to the DEPARTMENT to perform the degree of testing deemed necessary.
    - Acceptance:** Acceptance of the modifications will be affirmed once DEPARTMENT has had all development moved to production and confirmed that the work is functioning properly.

Additions beyond this project description may result in change orders being required to manage the additional functionality.

### **3. COMPENSATION/BILLING**

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

- A. DEPARTMENT shall pay CONTRACTOR \$160.00 per hour for 150 hours, not to exceed **twenty-four thousand and 00/100 Dollars (\$24,000.00)** per contract period for the services described herein. The Youth Services Division will be billed 30% of the project value on approval of this proposal, an additional 30% on delivery of the detailed statement of work and the final 40% on acceptance of the work.
- B. 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.
- C. DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following receipt of a correct invoice.
- D. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- E. 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 DEPARTMENT 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 after expiration of the required one-year warranty period. The one-year warranty period shall begin after full acceptance of all phases unless terminated earlier in accordance with the terms of this contract (Section 18-4-313, MCA).

### **6. LIAISONS AND NOTICE**

- A. Theresa Davis, 5 S. Last Chance Gulch, Helena, MT 59601 (406) 444-9738 or successor serves as DEPARTMENT liaison.
- B. Jerry Anderson, 4400 NE 77<sup>th</sup> Avenue, Suite 100, Vancouver, WA 98662, (360) 260-5766 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. INTELLECTUAL PROPERTY/OWNERSHIP

**7.1 Mutual Use.** All patent and other legal rights in or to inventions first conceived and reduced to practice, created in whole or in part under this contract, must be available to the DEPARTMENT for royalty-free and nonexclusive licensing if necessary to receive the mutually agreed upon benefit under this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use copyrightable property created under this contract including all deliverables and other materials, products, modifications developed or prepared for the DEPARTMENT by the CONTRACTOR under this contract or any program code, including site related program code, created, developed, or prepared by the CONTRACTOR under or primarily in support of the performance of its specific obligations hereunder, including manuals, training materials, and documentation (the Work Product).

**7.2 Title and Ownership Rights.** The DEPARTMENT shall retain title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the DEPARTMENT (the "content"), but grants the CONTRACTOR the right to access and use content for the purpose of complying with its obligations under this contract and any applicable statement of work.

**7.3 Ownership of Work Product.** The CONTRACTOR agrees to execute any documents or take any other actions as may reasonably be necessary, or as the DEPARTMENT may reasonably request, to perfect the DEPARTMENT's ownership of any Work Product.

**7.4 Copy of Work Product.** The CONTRACTOR shall, at no cost to the DEPARTMENT, deliver to the DEPARTMENT, upon the DEPARTMENT's request during the term or at the expiration or termination of all or part of the CONTRACTOR's performance hereunder, a current copy of all Work Product in the form and on the media in use as of the date of the DEPARTMENT's request, or as of such expiration or termination, as the case may be.

**7.5 Ownership of CONTRACTOR Pre-Existing Materials.** Literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or rights thereto and derivatives thereof owned by the CONTRACTOR at the time this contract is executed or otherwise developed or acquired independent of this contract and employed by the CONTRACTOR in connection with the services provided to the DEPARTMENT (the CONTRACTOR Pre-Existing Materials) shall be and remain the property of the CONTRACTOR and do not constitute Work Product. The CONTRACTOR must provide full disclosure of any CONTRACTOR Pre-Existing Materials to the DEPARTMENT prior to its use and prove its ownership, provided, however, that if the CONTRACTOR fails to disclose to the DEPARTMENT such CONTRACTOR Pre-Existing Materials, the CONTRACTOR shall grant the DEPARTMENT a nonexclusive, worldwide, paid-up license to use any CONTRACTOR Pre-Existing Materials embedded in the Work Product to the extent such CONTRACTOR Pre-Existing Materials are necessary for the DEPARTMENT to receive the intended benefit under this contract. Such license shall remain in effect for so long as such CONTRACTOR Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 7.3 or as may be expressly agreed in any statement of work, the CONTRACTOR shall retain title to and ownership of any hardware provided by the CONTRACTOR.

## **8. PATENT AND COPYRIGHT PROTECTION**

**8.1 Third-Party Claim.** In the event of any claim by any third party against the DEPARTMENT that the products furnished under this contract infringe upon or violate any patent or copyright, the DEPARTMENT shall promptly notify the CONTRACTOR. The CONTRACTOR shall defend such claim, in the DEPARTMENT's name or its own name, as appropriate, but at the CONTRACTOR's expense. The CONTRACTOR will indemnify the DEPARTMENT against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:

- A. The DEPARTMENT will promptly notify the CONTRACTOR of the claim in writing; and
- B. The DEPARTMENT will allow the CONTRACTOR to control, and will cooperate with the CONTRACTOR in the defense and any related settlement negotiations, provided that:
  - i. The CONTRACTOR will permit the DEPARTMENT to participate in the defense and settlement of any such claim, at the DEPARTMENT's own expense, with counsel of its choosing; and
  - ii. The CONTRACTOR shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the DEPARTMENT, its elected and appointed officials, agents or employees without the DEPARTMENT's prior written consent.

**8.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the CONTRACTOR may, at its option, procure for the DEPARTMENT the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing or replace it with one that is at least functionally equivalent. If none of the above options can be accomplished, or if the use of such product by the DEPARTMENT shall be prevented by injunction, the DEPARTMENT agrees to return the product to the CONTRACTOR on written request. The CONTRACTOR will then give the DEPARTMENT a credit equal to the amount paid to the CONTRACTOR for the creation of the Work Product. This is the CONTRACTOR's entire obligation to the DEPARTMENT regarding a claim of infringement. The DEPARTMENT is not precluded from seeking other remedies available to it hereunder, including Section 7, and in equity or law for any damages it may sustain due to its inability to continue using such product.

**8.3 Claims for Which CONTRACTOR is Not Responsible.** The CONTRACTOR has no obligation regarding any claim based on any of the following except where the CONTRACTOR has agreed in writing, either separately or within this contract, to such use that is the basis of the claim:

- A. Anything the DEPARTMENT provided which is incorporated into a Work Product except:
  - i. where the CONTRACTOR knew (and the DEPARTMENT did not know) such thing was infringing at the time of its incorporation into a Work Product but failed to advise the DEPARTMENT; or
  - ii. where the claim would not have been brought except for such incorporation;
- B. The DEPARTMENT's modification of a Work Product furnished under this contract;
- C. The use of a Work Product in a manner that could not be reasonably contemplated within the agreed upon scope of the applicable project; or
- D. Infringement by a non-CONTRACTOR Work Product alone.

9. **COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Neither CONTRACTOR nor its employees are employees of the DEPARTMENT. 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 DEPARTMENT 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.

10. **HOLD HARMLESS AND INDEMNIFICATION**

CONTRACTOR agrees to protect, defend, and save the DEPARTMENT, 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 16 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 16 below, of CONTRACTOR and/or its agents, employees, representatives, assigns, or subcontractors - except the sole negligence of the DEPARTMENT under this agreement.

11. **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 DEPARTMENT, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the DEPARTMENT, 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 DEPARTMENT, 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 DEPARTMENT, 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.

## **12. 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 DEPARTMENT of Montana or a third party.

## **13. 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.

## **14. 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.

## **15. AMENDMENTS**

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

## **16. COMPLIANCE WITH LAWS**

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, DEPARTMENT, 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.

## **17. 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.

## **18. 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.

## **19. CONTRACT OVERSIGHT**

### **19.1 CIO Oversight.**

The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or the issuance of a stop work order.

### **19.2 Right to Assurance.**

If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the State may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the State's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

### **19.3 Stop Work Order.**

The DEPARTMENT may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop any or all parts of the work required by this contract for the period of days indicated by the DEPARTMENT after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The DEPARTMENT's liaison shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

## **20. 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. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.
- C. 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 DEPARTMENT of Montana.
- D. 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).
- E. The DEPARTMENT, by providing at least 30 days prior written notice to the CONTRACTOR, may terminate for convenience this contract and/or any active projects at any time. In the event this contract is terminated for the convenience of the DEPARTMENT, the agency will pay for all accepted work or services performed and accepted deliverables completed in conformance with this contract up to the date of termination.
- F. 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.

## **21. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the CONTRACTOR must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, all reasonable transition assistance requested by the DEPARTMENT, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the DEPARTMENT or its designees. Such transition assistance will be

deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The DEPARTMENT shall pay the CONTRACTOR for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the DEPARTMENT terminates a project or this contract for cause, then the DEPARTMENT will be entitled to offset the cost of paying the CONTRACTOR for the additional resources the CONTRACTOR utilized in providing transition assistance with any damages the DEPARTMENT may have otherwise accrued as a result of said termination.

**22. 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, DEPARTMENT of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

**23. LICENSURE**

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

**24. 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.

**25. 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.

**26. 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

**CONTRACTOR**



Steve Ard, President  
RevQ

*Joshua Schreiner  
Compliance officer*

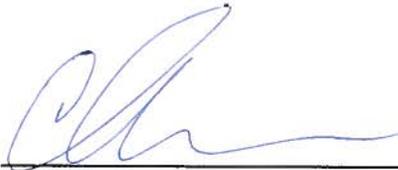
8/16/13

Date

8-23-13

Date

Approved for Legal Content by:



Legal Counsel  
Department of Corrections

8/15/13

Date

Chief Information Officer Approval:

The Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Ronald A. Baldwin 9/6/13

Ronald Baldwin, Chief Information Officer (Date)  
Department of Administration