

**CONTRACT AMENDMENT  
CONTRACT 14-073-ACCD**

THIS CONTRACT AMENDMENT (**Amendment #4**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **One Recovery Counseling Services** (CONTRACTOR) 101 N. Last Chance Gulch, Suite 205, Helena, MT 59601 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of December 2, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on November 30, 2017 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**):

**COMPENSATION/BILLING**

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

A.-B. No changes.

C. DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following receipt of a correct invoice. Invoices must be itemized to include the offender name, DOC ID#, date of service, and type of service provided before payment may be made.

D.-E. No changes.

F. Evidence Based Practices (EBP)

a. All programming and treatment delivered to offenders shall adhere to evidence-based or research-driven practices and shall be subject to ongoing quality assurance and evaluation to ensure fidelity to delivery standards.

b. All programming and treatment shall be delivered by appropriately trained personnel as required by delivery standards.

**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 ~~\$1,490.00~~ **\$1,545.00 per Month**, not to exceed ~~sixteen thousand two hundred ten and 00/100 Dollars (\$17,880.00)~~ ~~seventeen thousand eight hundred eighty and 00/100 Dollars (\$17,880.00)~~ **eighteen thousand five hundred forty and 00/100 Dollars (\$18,540.00)** annually for the services described herein.

B.-E. No changes

**5. TIME OF PERFORMANCE**

This Contract shall take effect upon final contract signature. This Contract shall expire on **November 30, 2017 2018**, provided that either party provides a written notice of cancellation at least 30 days prior. In the event neither party provides a written notice of cancelation 30 days prior to November 30, 2018, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

In no event may this Contract continue or be renewed for a period exceeding a total of **seven (7) years**.

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

**DEPARTMENT**

<p>DocuSigned by:    <small>0F69E730A0EA445...</small></p> <hr/> <p>Kevin Olson, Administrator          Probation and Parole Division</p>	<p>2/22/2018</p> <hr/> <p>Date</p>
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**CONTRACTOR**

<p>DocuSigned by:    <small>FC7A0CDB5F4344C...</small></p> <hr/> <p>One Recovery Counseling Services</p>	<p>2/22/2018</p> <hr/> <p>Date</p>
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<p>Reviewed for Legal Content by:</p>	<p>DocuSigned by:    <small>EEF888078013447...</small></p> <hr/> <p>Legal Counsel          Department of Corrections</p>	<p>2/21/2018</p> <hr/> <p>Date</p>
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**CONTRACT AMENDMENT  
CONTRACT 14-073-ACCD**

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **One Recovery Counseling Services** (CONTRACTOR) 101 N. Last Chance Gulch, Suite 205, Helena, MT 59601 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of December 2, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on November 30, 2016 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**):

**1. PARTIES**

The Montana Department of Corrections (DEPARTMENT) and **One Recovery Counseling Services** (CONTRACTOR) enter into this Contract # (**14-073-ACCD**). The parties names, addresses, and telephone numbers are as follows:

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

One Recovery Counseling Services  
~~32 Ewing Street, Suite 112~~  
101 N. Last Chance Gulch, Suite 205  
Helena, MT 59601  
(406) 475-4508

**2. DUTIES/RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR agrees to provide the following services:

A. CONTRACTOR agrees to provide chemical dependency services to adult felony offenders in the Treatment and Accountability Program (TAP) from the Helena Probation and Parole Office who are under the supervision of the Region II Probation and Parole Staff. ~~All~~ Services listed in this agreement shall be provided at the Helena Probation and Parole Office located at ~~111 N. Rodney St., Helena, MT 59620~~ 101 N. Last Chance Gulch, Suite 205, Helena, MT 59601 and after referral from the offender's supervising Probation and Parole Officer and approval from the supervising POII. Offenders will be sanctioned to the treatment Accountability Program (TAP) as a result of on-going substance abuse and chemical dependency issues. TAP services may be provided by CONTRACTOR on a one-on-one basis for offenders at his office located at the address above.

B. CONTRACTOR agrees to provide the following services:

1. Chemical dependency assessments, evaluations, and groups. Groups will consist of a relapse group and related counseling services. The group will incorporate the Pocket Full of Change therapeutic workbook to address the key neglected component of cognitive behavioral therapy: changing negative belief systems. This workbook addresses the key neglected component of cognitive behavioral therapy: changing negative belief systems. PFC melds four evidence-based

practices through cognitive behavioral therapy, motivational interviewing/motivational enhancement, behavioral activation, and rational emotive behavioral therapy, to form a program which is observable and easily monitored through a structured program that effectively changes negative belief systems. CONTRACTOR will provide two (2), two-hour sessions (four (4) hours per week) of substance abuse groups per week. These groups will be open-ended and structured to allow newly referred offenders to enter at any time and complete within a twenty-four (24) week time period. Relapse groups shall be defined as a strategy to train chemical abusers to identify the stressors and triggers in their daily lives that may lead them back to chemical abuse. Groups will train offenders to cope more effectively by developing new skills to overcome obstacles to recovery.

2. One (1) hour weekly staffing with TAP P&P staff to discuss offender progress.
3. One-on-one counseling with offenders and/or consultation with offender and P&P staff for up to a maximum of ~~four (4)~~ six (6) hours per month, at Probation and Parole Officer's request or recommendation.
4. Presentation of group materials using a variety of methods and alternative treatment approaches including, but not limited to: videos, music, guest speakers, role playing, group activities, and written assignments. New activities not included in the course curriculum will be discussed and approved by P&P TAP staff prior to implementation. The CONTRACTOR will organize and supervise appropriate pro-social recreating time with offenders in the program every 6 weeks and help coordinate mutually agreed upon guest speakers.
5. Act as a TAP team member and take a supportive role towards offenders and P&P staff to assist in holding offenders accountable and in identifying their needs and risks. CONTRACTOR agrees to work collaboratively and closely with Probation and Parole TAP Staff and allow their input and participation in offender groups.
6. Additional services (groups) that may be provided upon mutual agreement could include a cognitive behavioral change program.

C.-F. No changes.

### 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 ~~\$1,350.00~~ \$1,490.00 per Month, not to exceed ~~sixteen thousand two hundred ten and 00/100 Dollars (\$16,210.00)~~ seventeen thousand eight hundred eighty and 00/100 Dollars (\$17,880.00) annually for the services described herein.

B.-E. No changes

### 5. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature. This Contract shall expire on **November 30, 2016** 2017, provided that either party provides a written notice of cancellation at least 30 days prior.

In the event neither party provides a written notice of cancellation 30 days prior to November 30, 2017, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

In no event may this Contract continue or be renewed for a period exceeding a total of **seven (7) years**.

**6. LIAISONS AND NOTICE**

A. ~~Monty LeTexier, (444-0376)~~ Michelle Jenicek, (444-9502), 111 N. Rodney St., Helena, MT 59620 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**

  
\_\_\_\_\_  
Kevin Olson, Administrator  
Probation and Parole Division

11/21/16  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
One Recovery Counseling Services

11-28-16  
\_\_\_\_\_  
Date

Reviewed for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

11/17/16  
\_\_\_\_\_  
Date

**CONTRACT AMENDMENT  
CONTRACT 14-073-ACCD**

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **One Recovery Counseling Services** (CONTRACTOR) 32 Ewing Street, Suite 112, Helena, MT 59601 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of December 2, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on November 30, 2015 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

**3. COMPENSATION/BILLING**

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

A. DEPARTMENT shall pay CONTRACTOR ~~\$1050.00~~ **\$1,350.00 per Month**, not to exceed **sixteen thousand two hundred ten and 00/100 Dollars (\$16,210.00)** ~~twelve thousand six hundred and 00/100 Dollars (\$12,600.00)~~ annually for the services described herein.

B.-E. No changes

**5. TIME OF PERFORMANCE**

This Contract shall take effect upon final contract signature. This Contract shall expire on **November 30, 2016**, ~~2015~~ provided that either party provides a written notice of cancellation at least 30 days prior. In the event neither party provides a written notice of cancellation 30 days prior to November 30, 2015, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

In no event may this Contract continue or be renewed for a period exceeding a total of **seven (7) years**.

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

**DEPARTMENT**

  
\_\_\_\_\_  
Kevin Olson, Administrator  
Probation and Parole Division

10/29/15  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
One Recovery Counseling Services

11-02-15  
\_\_\_\_\_  
Date

Reviewed for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

10-20-15  
\_\_\_\_\_  
Date

**CONTRACT AMENDMENT  
CONTRACT 14-073-ACCD**

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **One Recovery Counseling Services** (CONTRACTOR) 32 Ewing Street, Suite 112, Helena, MT 59601 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of December 2, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on December 2, 2014 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

**5. TIME OF PERFORMANCE**

~~This Contract shall take effect on December 2, 2013, and shall terminate on December 2, 2014, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of seven (7) years.~~

~~Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.~~

This Contract shall take effect upon final contract signature. This Contract shall expire on **November 30, 2015**, provided that either party provides a written notice of cancelation at least 30 days prior. In the event neither party provides a written notice of cancelation 30 days prior to November 30, 2015, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

In no event may this Contract continue or be renewed for a period exceeding a total of **seven (7) years**.

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

**DEPARTMENT**

Loraine Wodnik

Loraine Wodnik, Acting Administrator  
Probation and Parole Division

12-2-14

Date

**CONTRACTOR**

One Recovery

One Recovery Counseling Services

12-12-14

Date

Reviewed for Legal Content by:

Colleen Ambrose

Legal Counsel  
Department of Corrections

11-26-2014

Date

**1. PARTIES**

The Montana Department of Corrections (DEPARTMENT) and **One Recovery Counseling Services (CONTRACTOR)** enter into this Contract # (14-073-ACCD). The parties names, addresses, and telephone numbers are as follows:

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

One Recovery Counseling Services  
32 Ewing Street, Suite 112  
  
Helena, MT 59601  
(406) 475-4508

**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 the following services:

- A. CONTRACTOR agrees to provide chemical dependency services to adult felony offenders in the Treatment and Accountability Program (TAP) from the Helena Probation and Parole Office who are under the supervision of the Region II Probation and Parole Staff. All services listed in this agreement shall be provided at the Helena Probation and Parole Office located at 111 N. Rodney St., Helena, MT 59620 and after referral from the offender's supervising Probation and Parole Officer and approval from the supervising POII. Offenders will be sanctioned to the treatment Accountability Program (TAP) as a result of on-going substance abuse and chemical dependency issues.
- B. CONTRACTOR agrees to provide the following services:
  - 1. Chemical dependency assessments, evaluations, and groups. Groups will consist of a relapse group and related counseling services. CONTRACTOR will provide two (2), two-hour sessions (four (4) hours per week) of substance abuse groups per week. These groups will be open-ended and structured to allow newly referred offenders to enter at any time and complete within a twenty-four (24) week time period. Relapse groups shall be defined as a strategy to train chemical abusers to identify the stressors and triggers in their daily lives that may lead them back to chemical abuse. Groups will train offenders to cope more effectively by developing new skills to overcome obstacles to recovery.
  - 2. One (1) hour weekly staffing with TAP P&P staff to discuss offender progress.
  - 3. One-on-one counseling with offenders and/or consultation with offender and P&P staff for up to a maximum of four (4) hours per month, at Probation and Parole Officer's request or recommendation.
  - 4. Presentation of group materials using a variety of methods and alternative treatment approaches including, but not limited to: videos, music, guest speakers, role playing, group activities, and written assignments. New activities not included in the course curriculum will be discussed and approved by P&P TAP staff prior to implementation.

5. Act as a TAP team member and take a supportive role towards offenders and P&P staff to assist in holding offenders accountable and in identifying their needs and risks. CONTRACTOR agrees to work collaboratively and closely with Probation and Parole TAP Staff and allow their input and participation in offender groups.
  6. Additional services (groups) that may be provided upon mutual agreement could include a cognitive behavioral change program.
- C. All services listed in this agreement shall be provided through face-to-face contact with offenders.
  - D. CONTRACTOR understands and agrees that offender groups will not be held on State Holidays. CONTRACTOR will notify DEPARTMENT of any planned absence at least three (3) weeks in advance. CONTRACTOR will not be paid for their absences from group. CONTRACTOR use of a temporary LAC to cover missed groups will be only with DEPARTMENT'S prior approval.
  - E. CONTRACTOR shall maintain confidential offender files of all substance abuse services and participating offenders. CONTRACTOR will ensure that record keeping requirements are complete according to policies/procedures and direction provided by the Probation and Parole Office. CONTRACTOR understands and agrees that offender records contain confidential information that shall not be disseminated to the general public or other persons that do not have a legitimate interest in assisting the CONTRACTOR and DEPARTMENT in attaining the goals of this Contract. Failure to comply with this requirement may result in termination of this Contract.
  - F. CONTRACTOR may charge offenders for class materials upon mutual agreement by DEPARTMENT.

### 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 **\$1050.00 per Month**, not to exceed **twelve thousand six hundred and 00/100 Dollars (\$12,600.00)** annually for the services described herein.
- 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 State Prison and Montana Women's Prison do not allow wireless phones within facility).

**5. TIME OF PERFORMANCE**

This Contract shall take effect on December 2, 2013, and shall terminate on December 2, 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**

- A. Monty LeTexier, (444-0376) 111 N. Rodney St., Helena, MT 59620 or successor serves as DEPARTMENT liaison.
- B. Art Becker, LAC, (475-4508) 32 Ewing Street, Suite 112, Helena, MT 59601 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 Automobile Liability:** CONTRACTOR shall purchase and maintain personal liability coverage in accordance with Montana Statute 61-6-103 MCA.
- C. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and

(2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

**11. ACCESS AND RETENTION OF RECORDS**

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

**12. PUBLIC INFORMATION**

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a “trade secret” as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

**13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

**14. AMENDMENTS**

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

**15. COMPLIANCE WITH LAWS**

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and ADA Amendments Act of 2008, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

**16. MEETINGS**

CONTRACTOR is required to meet with DEPARTMENT liaison, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Contract or to discuss the progress made by CONTRACTOR and DEPARTMENT in the performance of their respective obligations, at no additional cost to DEPARTMENT. Meetings will occur as problems arise and will be coordinated by DEPARTMENT. CONTRACTOR will be given a minimum of three full working days

notice of meeting date, time, and location. Face-to-face meetings are desired. However, at CONTRACTOR'S option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination.

## **17. CONTRACTOR PERFORMANCE EVALUATION**

During the term of this Contract, DEPARTMENT may evaluate CONTRACTOR'S performance. Prior to completion of the evaluation, CONTRACTOR will be given an opportunity to review the evaluation and provide additional information and/or clarification. CONTRACTOR will also be asked to sign the evaluation document to acknowledge receipt of the document and an opportunity to respond. This Contract may be terminated by DEPARTMENT as a result of said evaluation and documented non-performance. CONTRACTOR Performance Evaluations may be considered in future solicitations and contracts.

## **18. TERMINATION AND DEFAULT**

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may, without 30 days notice, terminate or reduce the scope of this Contract if available funding is reduced for any reason. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract must be canceled. (Ref. 18-4-313(4), MCA).
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

## **19. CHOICE OF LAW AND VENUE**

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

## **20. LICENSURE**

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

## **21. INTEGRATION**

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract,

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

**22. SEVERABILITY**

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

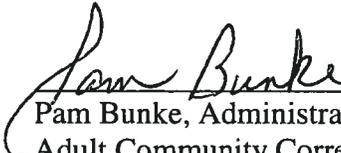
**23. COMPLETED CONTRACT**

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, Helena, MT 59620-1301.

**SIGNATURE**

**DEPARTMENT**

**CONTRACTOR**

  
\_\_\_\_\_  
Pam Bunke, Administrator  
Adult Community Corrections Division

  
\_\_\_\_\_  
Art Becker, LAC  
One Recovery Counseling Services

11/29/13  
Date

12-04-13  
Date

Approved for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

11/27/13  
Date