CONTRACT AMENDMENT
CONTRACT 14-027-ACCD
CD Counseling/WATCH

THIS CONTRACT AMENDMENT (**Amendment #6**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Dustin Machler, MS LAC/LCPC** (CONTRACTOR) 744 Burlington Ave., Billings, MT 59101, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 22, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 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**):

5. <u>TIME OF PERFORMANCE</u>

This Contract shall take effect upon final contract signature. This Contract shall expire on **June 30, ~~2016~~ <u>2017</u>**, unless 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 June 30, 2016, 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

5/25/16
Date

CONTRACTOR

Dustin Machler
Dustin Machler, MS LAC/LCPC

5/29/16
Date

Approved for Legal Content by: Colleen E Lambrose
Legal Counsel
Department of Corrections

5-24-16
Date

CONTRACT AMENDMENT
CONTRACT 14-027-ACCD
CD Counseling/WATCH

THIS CONTRACT AMENDMENT (**Amendment #5**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Dustin Machler, MS LAC/LCPC** (CONTRACTOR) 744 Burlington Ave., Billings, MT 59101, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 22, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 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)**:

3. <u>COMPENSATION/BILLING</u>

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 **$50.00 per hour for each billable hour** (including direct substance abuse services and data entry) **and $150.00 per assessment**. DEPARTMENT shall pay CONTRACTOR **$25.00 per individual counseling session and $50.00 per assessment** when offenders miss scheduled sessions and assessments without notice. This Contract shall not exceed ~~**thirteen thousand nine hundred seventy five and 00/100 Dollars ($13,975)**~~ **<u>thirty thousand and 00/100 Dollars ($30,000.00)</u>** per Contract period for services described herein.

B.-D. No changes

6. <u>LIAISONS AND NOTICE</u>

A. ~~John Williams (406-8965423)~~ <u>Chris Evans (406)-896-5411</u>, 2615 4th Ave., Billings, Montana 59107 or successor serves as DEPARTMENT'S 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

1/19/16
Date

CONTRACTOR

Dustin Machler LAC/LCPC
Dustin Machler, MS LAC/LCPC

1-22-16
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

1-14-16
Date

CONTRACT AMENDMENT
CONTRACT 14-027-ACCD
CD Counseling/WATCH

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 **Dustin Machler, MS LAC/LCPC** (CONTRACTOR) 744 Burlington Ave., Billings, MT 59101, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 22, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 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 **$50.00 per hour for each billable hour** (including direct substance abuse services and data entry) **and ~~$100.00~~ $150.00 per assessment.** DEPARTMENT shall pay CONTRACTOR **$25.00 per individual counseling session and $50.00 per assessment** when offenders miss scheduled sessions and assessments without notice. This Contract shall not exceed **thirteen thousand nine hundred seventy five and 00/100 Dollars ($13,975)** per Contract period for services described herein.

B.-D. No changes

5. TIME OF PERFORMANCE

~~This Contract shall take effect upon final contract signature and shall terminate on June 30, 2015, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of seven (7) 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 **June 30, 2016**, unless 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 June 30, 2016, 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

7/1/15
Date

CONTRACTOR

Dustin Machler
Dustin Machler, MS LAC/LCPC

7/12/15
Date

Approved for Legal Content by: Colleen Ambrose
Legal Counsel
Department of Corrections

6-25-15
Date

CONTRACT AMENDMENT
CONTRACT 14-027-ACCD
CD Counseling/WATCH

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 **Dustin Machler, MS LAC/LCPC** (CONTRACTOR) 744 Burlington Ave., Billings, MT 59101, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 22, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 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. <u>COMPENSATION/BILLING</u>

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 **$50.00 per hour for each billable hour** (including direct substance abuse services and data entry) **and $100.00 per assessment**. DEPARTMENT shall pay CONTRACTOR **$25.00 per individual counseling session and $50.00 per assessment** when offenders miss scheduled sessions and assessments without notice. This Contract shall not exceed ~~**thirteen thousand nine hundred seventy five and 00/100 Dollars ($13,975)**~~ **<u>eighteen thousand nine hundred seventy five and 00/100 Dollars ($18,975)</u>** per Contract period for services described herein.

B.-D. 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

4/20/15
Date

CONTRACTOR

Dustin Machler, MS LAC/LCPC

4/24/15
Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

4-16-15
Date

CONTRACT AMENDMENT
CONTRACT 14-027-ACCD
CD Counseling/WATCH

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 **Dustin Machler, MS LAC/LCPC** (CONTRACTOR) 744 Burlington Ave., Billings, MT 59101, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 22, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 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)**:

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

~~**E. Performance Measures**~~

~~In order to assist the Department in collecting useable and measurable data on offenders participating in treatment, CONTRACTOR agrees to input participating offender data into Department of Public Health and Human Services (DPHHS) Substance Abuse Management System (SAMS). Data entry for MDOC CONTRACTORS is condensed from typical DPHHS SAMS data entry and does not require an Addictions Severity Index (ASI). CONTRACTOR data entry for offenders currently being served is expected to take a minimal amount of time (approximately 10 minutes/offender) and should occur as part of the CONTRACTOR'S regular course of CD treatment services offered to offenders. SAMS is web-based software and CONTRACTOR must have a computer that supports Windows 2000 or higher, with the latest operating system updates, virus protection software and other updates as they are made available; and a high speed internet connection with Java loaded, prior to accessing or entering data into SAMS.~~

~~Within ninety (90) days of Contract execution or upon the earliest available training offered, CONTRACTOR must complete or have completed DPHHS SAMS Training. CONTRACTOR may attend one-day (required) or two-day (optional) SAMS training offered in Helena through DPHHS. Contractor will not be charged for the training and will not receive financial reimbursement from DEPARTMENT for attending. CONTRACTOR may also receive training through other approved treatment providers approved by DPHHS. If CONTRACTOR attends SAMS training offered through DPHHS, all licensed addictions counselors (LACs) completing the training will be eligible for 7 Continuing Education credits for one-day training and 12 for two-day training.~~

~~CONTRACTOR may use offender self-report forms to gather applicable offender data, as long as the CONTRACTOR is available for offender questions and clarifies with the offender any reported information that appears to be conflicting or confusing. CONTRACTOR will complete SAMS data entry for 6 and 12 month follow-ups on all offenders discharged from treatment as complete. The local Probation and Parole Office where offenders are initially served will assist the CONTRACTOR in locating offenders for follow-up and forward applicable offender~~

~~paperwork to the supervising Probation and Parole Officer. The local Probation and Parole Office will ensure that applicable offender paperwork is returned to the CONTRACTOR in a timely manner in order to allow for SAMS data entry.~~

~~In addition to entering applicable offender data into SAMS, CONTRACTOR agrees to provide any SAMS data, statistics, and information that the Department reasonably requires.~~

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

DEPARTMENT

Pam Bunke
Adult Community Corrections Division

8/5/14
Date

CONTRACTOR

Dustin Machler, MS LAC/LCPC

8/9/14
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

8-1-14
Date

CONTRACT AMENDMENT
CONTRACT 14-027-ACCD
CD Counseling/WATCH

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 **Dustin Machler, MS LAC/LCPC** (CONTRACTOR) 744 Burlington Ave., Billings, MT 59101, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 22, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 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)**:

3. <u>COMPENSATION/BILLING</u>

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 **$50.00 per hour for each billable hour** (including direct substance abuse services and data entry) **and $100.00 per assessment**. DEPARTMENT shall pay CONTRACTOR **$25.00 per individual counseling session and $50.00 per assessment** when offenders miss scheduled sessions and assessments without notice. This Contract shall not exceed ~~**ten thousand five hundred twenty-five and 00/100 Dollars ($10,525)**~~ **<u>thirteen thousand nine hundred seventy five and 00/100 Dollars ($13,975)</u>** per Contract period for services described herein.

B.-D. No changes

5. <u>TIME OF PERFORMANCE</u>

This Contract shall take effect upon final contract signature and shall terminate on June 30, ~~2014~~ <u>2015</u>, 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 constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Pam Albers for Pam Bunke

Pam Bunke
Adult Community Corrections Division

5/28/14
Date

CONTRACTOR

Dustin Machler MS LAC/LCPC

Dustin Machler, MS LAC/LCPC

6/6/14
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

5-27-14
Date

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **Dustin Machler, MS LAC/LCPC (CONTRACTOR)** enter into this Contract **(14-027-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

Dustin Machler, MS LAC/LCPC
744 Burlington Ave.

Billings, MT 59101
(406) 238-9942

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 substance abuse services as outlined below. Services will be provided at the Adult Probation and Parole office located at 2615 4th Avenue South in Billings, Montana. A licensed addictions counselor and/or licensed clinical professional counselor will provide services. Services shall include:

A. Sixteen (16) hours per month of substance abuse services, consisting of a weekly WATCh aftercare group (1 1/2 hours weekly plus 1/2 hour weekly for reports), and a weekly, Monthly Monitoring Group for WATCh graduates (1 1/2 hours weekly plus 1/2 hour weekly for reports). These services shall be provided to offenders under the supervision of the Billings Regional Probation & Parole staff after referral from the offender's supervising Probation & Parole officer.

B. Assessments of offenders to determine current status of chemical dependency for treatment placement or to fulfill legal requirements. The SUDDS-IV, SASSI-3 and a bio-psychosocial assessment shall be used to determine DSM-IV criteria and ASAM patient placement criteria. CONTRACTOR shall provide chemical dependency assessments on an "as needed" basis, not to exceed twenty-four (24) assessments per Contract period.

C. Up to 48 hours of individual counseling services per Contract period, for WATCh graduates needing additional support that may not be available during group sessions. Individual sessions shall be available for both aftercare and monthly monitoring sessions. Flexible times shall be available for sessions.

D. CONTRACTOR shall maintain confidential offender files of all substance abuse services, participants, and ensure that record keeping requirements are complete according to policies/procedures provided by the Probation and Parole staff. CONTRACTOR will attend in-service meetings to meet with Probation and Parole Officers if necessary, in order to enhance communication.

E. Performance Measures

In order to assist the Department in collecting useable and measurable data on offenders participating in treatment, CONTRACTOR agrees to input participating offender data into Department of Public Health and Human Services (DPHHS) Substance Abuse Management System (SAMS). Data entry for MDOC CONTRACTORS is condensed from typical DPHHS SAMS data entry and does not require an Addictions Severity Index (ASI). CONTRACTOR data entry for offenders currently being served is expected to take a minimal amount of time (approximately 10 minutes/offender) and should occur as part of the CONTRACTOR'S regular course of CD treatment services offered to offenders. SAMS is web-based software and CONTRACTOR must have a computer that supports Windows 2000 or higher, with the latest operating system updates, virus protection software and other updates as they are made available; and a high speed internet connection with Java loaded, prior to accessing or entering data into SAMS.

Within ninety (90) days of Contract execution or upon the earliest available training offered, CONTRACTOR must complete or have completed DPHHS SAMS Training. CONTRACTOR may attend one-day (required) or two-day (optional) SAMS training offered in Helena through DPHHS. Contractor will not be charged for the training and will not receive financial reimbursement from DEPARTMENT for attending. CONTRACTOR may also receive training through other approved treatment providers approved by DPHHS. If CONTRACTOR attends SAMS training offered through DPHHS, all licensed addictions counselors (LACs) completing the training will be eligible for 7 Continuing Education credits for one-day training and 12 for two-day training.

CONTRACTOR may use offender self-report forms to gather applicable offender data, as long as the CONTRACTOR is available for offender questions and clarifies with the offender any reported information that appears to be conflicting or confusing. CONTRACTOR will complete SAMS data entry for 6 and 12 month follow-ups on all offenders discharged from treatment as complete. The local Probation and Parole Office where offenders are initially served will assist the CONTRACTOR in locating offenders for follow-up and forward applicable offender paperwork to the supervising Probation and Parole Officer. The local Probation and Parole Office will ensure that applicable offender paperwork is returned to the CONTRACTOR in a timely manner in order to allow for SAMS data entry.

In addition to entering applicable offender data into SAMS, CONTRACTOR agrees to provide any SAMS data, statistics, and information that the Department reasonably requires.

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 **$50.00 per hour for each billable hour** (including direct substance abuse services and data entry) **and $100.00 per assessment**. DEPARTMENT shall pay CONTRACTOR **$25.00 per individual counseling session and $50.00 per assessment** when offenders miss scheduled sessions and assessments without notice. This Contract shall not exceed **ten thousand five hundred twenty-five and 00/100 Dollars ($10,525)** per Contract period for services described herein.

A. 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.

B. DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following receipt of a correct invoice.

C. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.

D. 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 upon final contract signature and shall terminate on June 30, 2014, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of **seven (7)** years.

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

6. LIAISONS AND NOTICE

A. John Williams (406-8965423), 2615 4th Ave., Billings, Montana 59107 or successor serves as DEPARTMENT'S liaison.

B. Dustin C. Machler (406-238-9942), 744 Burlington Ave., Billings, Montana 59101 or successor serves as CONTRACTOR'S 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.

C. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of **$1,000,000.00** per occurrence and **$2,000,000.00** 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

Cathy Gordon, acting

Pam Bunke
Adult Community Corrections Division

7-1-13
Date

CONTRACTOR

Dustin Machler

Dustin Machler, MS LAC/LCPC

7/22/13
Date

Approved for Legal Content by: Colleen Humbrose

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7/3/13
Date