Family Stabilization Program
In the 13th Judicial District
Contract #PIF19-23

THIS CONTRACT is entered into by and between the State of Montana, **Office of the Court Administrator**, whose address and phone number are PO Box 203005, Helena, MT 59601 and (406) 841-2950, and the **13th Judicial District Youth Court** whose address and phone number are PO Box 35031, Billings, MT 59107 and (406) 246-2838, (hereinafter collectively referred to as the "State"), and **Youth Services Center, Ted Lechner,** (hereinafter referred to as the "Contractor"), whose address and phone number PO Box 30856, Billings, MT 59101 and (406) 256-6825. The purpose of this contract is to provide FY 2019 Preventive Incentive Funds (PIF18) to the 13th Judicial District Youth Court for Family Stabilization Program Services.

THE PARTIES AGREE AS FOLLOWS:

1. EFFECTIVE DATE, DURATION, AND RENEWAL

The contract's term is **July 1, 2020 through June 30, 2021,** unless terminated earlier as provided in this contract. In no event is this contract binding on the State unless the State's authorized representative has signed it.

2. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide to the State the following:

Services are inclusive within the $135 per youth per day rate for services as needed and or required for youth.

- Shelter care stay for up to 45 days as approved by the Placement Committee. Thirty day extensions may be provided by mutual agreement of the State and the Contractor and as approved by the Placement Committee.
- Individual and family counseling while in shelter care.
- Youth aftercare services upon discharge from shelter care for up to 90 days.
- Recommendation for aftercare services will be shared with State staff. Recommendations for aftercare may include any of the following services: individual and/or family counseling or other services specified by Youth Services Center staff.
- Outpatient drug and alcohol treatment as required while in shelter care.
- Recommendations for further treatment and urinalysis will be made by Youth Service Center personnel

OUTCOME MEASURES

The Family Stabilization Program is intended to be an intervention used to work with youth at risk of losing "placement" within their homes by going to a higher level of care such as a secured or long term placement (residential or correctional). The 13th Judicial District will measure this programs success by looking at the youth who participated and tracking their recidivism both while in and after program completion.

3. WARRANTY OF SERVICES

3.1 Performance Warranties. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of

this contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

3.2 Warranties Regarding Organization, Authority, No Conflict, and Enforceability. Contractor is a business entity duly organized, validly existing and in good standing under the laws of the State of Montana and has the power and authority to enter into the contract and the transactions contemplated therein. The consummation of the transactions contemplated in the contract shall not conflict with or result in a breach of any of the terms, provisions or conditions of Contractor's charter documents, any applicable laws or any order, writ, injunction, judgment or decree of any court, regulatory or governmental authority or any agreement or instrument to which Contractor is a party or by which Contractor is bound. The contract has been duly authorized, executed and delivered by Contractor and is valid, enforceable and binding upon Contractor in accordance with its treatment terms. Contractor is not subject to any pending or threatened litigation or governmental action that could interfere with performance of its obligations hereunder.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the following schedule:

If a participant is eligible for coverage under Medicaid or any other health insurance plan and the provider is able to bill Medicaid or any other health insurance, payment for services under this section will not be covered by this Contract. Medicaid coverage is the primary source of payment for services under the current prevailing Medicaid rate. State payment for services outlined in this Contract is a last resort after all other revenue streams that the participant is eligible for have been exhausted.

Shelter care and service portion of the Family Stabilization Program will be billed at $135.00 per youth per day.

Individual and family therapy, outpatient drug and alcohol, and urinalysis testing are included in the program daily rate while in shelter care.

Total payment under this contract may not exceed $48,600. The Contractor shall submit a monthly invoice to the 13th Judicial District Youth Court for approval indicating names of youth or families served, their days of attendance, number of service days per youth, number of youth discharged each month along with their discharge summary, and the number of youth receiving aftercare services and the type of services received. Invoices will not be processed for payment until required information is submitted.

4.2 Withholding of Payment. In addition to its other remedies under this contract, at law, or in equity, the State may withhold payments to Contractor if Contractor has breached this contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract.

4.3 Payment Terms. Unless otherwise noted in the solicitation document, the State has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

4.4 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

5. ACCESS AND RETENTION OF RECORDS

5.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance (Section 18-1-118, MCA). The State may terminate this contract under Section 13, without incurring liability, for the Contractor's refusal to allow access as required by this section (18-1-118, MCA.).

5.2 Retention Period. The Contractor agrees to create and retain records supporting the services for a period of eight 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.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

7. HOLD HARMLESS/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 claims, demands, 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 of Contractor and/or its agents, employees, representatives, assigns, or subcontractors, except the sole negligence of the State, under this Contract.

8. REQUIRED INSURANCE

8.1 General Requirements. Contractor shall maintain for the duration of this 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.

8.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with 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 excess of Contractor's insurance and shall not contribute with it.

8.3 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 $100,000 per occurrence and $300,000 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.

The State, its officers, officials, employees, and volunteers are to be covered and listed 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, and the premises owned, leased, occupied, or used.

8.4 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.5 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, has been received by the State. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State.

10. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

11. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and

services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

12. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit its website at http://sos.mt.gov.

13. CONTRACT TERMINATION

13.1 State's Termination for Cause with Notice to Cure Requirement. The State may terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

13.2 Contractor's Termination for Cause with Notice to Cure Requirement. Contractor may terminate this contract for the State's failure to perform any of its duties under this contract after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

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

14. EVENT OF BREACH – REMEDIES

14.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;

- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior State approval and breaching Section 19 obligations; or
- voluntary or involuntary bankruptcy or receivership.

14.2 Event of Breach by State. The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

14.3 Actions in Event of Breach.

Upon Contractor's material breach, the State may:

- terminate this contract under Section 13; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon State's material breach, the Contractor may:

- terminate this contract after giving the State written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

15. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure condition. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition. The party claiming force majeure shall use commercially reasonable efforts to mitigate the duration of any delay in performance.

16. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

17. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

18. LIAISONS AND SERVICE OF NOTICES

18.1 Contract Liaisons. All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this contract must be coordinated between the State's liaison and Contractor's liaison.

Octavia Brewer is the State's liaison.
Address: PO Box 203002
Helena, MT 59620-3002
Telephone: (406) 444-1403
Fax: (406) 444-0834
E-mail: obrewer2@mt.gov

Valarie Weber is Contractor's liaison.
Address: PO Box 30856
Billing, MT 59107
Telephone: (406) 256-6825
Fax:
E-mail: vweber@co.yellowstone.mt.gov

18.2 Notifications. The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

19. MEETINGS

Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor 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. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

20. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is 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 State or its designees. The parties agree that such transition assistance is 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 State shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If the State terminates a project or this contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

21. CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (18-1-401, MCA.).

22. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

23. AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

24. SEVERABILITY

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

25. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

25.1 Contract. This contract consists of eight (8) numbered pages. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

25.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

25.3 Survival. The Warranties, Access and Retention of Records, Hold Harmless/ Indemnification, Required Insurance, Event of Breach-Remedies, Transition Assistance, Choice of Law and Venue, Severability, Scope, Entire Agreement and Amendment, and Waiver sections in the contract shall survive the termination or expiration of the contract.

25.4 Construction. The contract will not be presumptively construed for or against either party. Section titles, headings and captions in the contract are for convenience only and will not affect the contract's interpretation. As used in the contract, "will" means "shall," and "include" means "including but not limited to" and "including without limitation."

26. WAIVER

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

27. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

13th Judicial District **Ted Lechner Youth Services Center**

PO Box 35031
Billings, MT 59107

BY:_____
Tara French, Chief JPO

DATE: 9/1/2020

PO Box 30856
Billings, MT 59107

BY:_____
Valarie Weber, Director

DATE: 9-1-20

SUPREME COURT OF MONTANA
COURT ADMINISTRATORS OFFICE

_____
Beth McLaughlin, Court Administrator

DATE:_____

DATED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY

_____
Donald Jones

_____
Denis Pitman

_____
John Ostlund

ATTEST:

_____
Jeff Martin, Clerk and Recorder