1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **ML Counseling & Consulting (CONTRACTOR)** enter into this Contract **(06-065-ACCD)**. The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Adult Community Corrections Division (ACCD)
1539 11th Avenue
PO Box 201301
Helena MT 59620-1301
(406) 444-3930

ML Counseling & Consulting
5 Lincoln Hills Drive

Missoula MT 59802
(406) 728-5108

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide six (6) hours per week of chemical dependency (CD) services to offenders in need of CD counseling and/or waiting to enter a CD treatment center. Services will be offered in a group setting, two (2) hours in length, two days per week, on a mutually agreeable schedule. CONTRACTOR will also be compensated for up to two (2) hours per week for completion of paperwork related to provision of these services. Brief progress reports will be provided to P&P Officers, upon request. Services shall be provided at the Missoula Adult Probation and Parole office located at 2415 Mullan Road in Missoula.

3. COMPENSATION/BILLING

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

A. DEPARTMENT shall pay CONTRACTOR **$25.00 per hour**, not to exceed seven thousand eight hundred and 00/100 Dollars ($7,800.00) annually for the services described herein.

B. DEPARTMENT agrees to pay CONTRACTOR within 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.

5. TIME OF PERFORMANCE

This Contract shall take effect upon final signature and shall terminate on June 30, 2007, 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 five (5) additional 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. Sam Lemaich, Regional Administrator (549-0022), 2415 Mullan Road, Missoula MT 59808 or successor serves as DEPARTMENT'S liaison.

B. Marilyn Lemaich, LAC (728-5108) or (239-6547), 5 Lincoln Hills Drive, Missoula MT 59802 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, Fiscal 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 claims, demands, and 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 omission of CONTRACTOR and/or its agents, employees, representatives, assigns, and subcontractors under this agreement.

10. INSURANCE

Specific Requirements for Professional Liability: CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of $500,000 per occurrence and $1,000,000 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. CONTACTOR 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 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. 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 terminate or reduce the scope of this Contract if available funding is reduced for any reason.

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.

17. 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).

18. LICENSURE

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

19. 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.

20. 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.

21. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Fiscal Bureau, PO Box 201301, 1539 11th Avenue, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

Mike Ferriter, Administrator
Adult Community Corrections Division

5-1-06
Date

CONTRACTOR

Marilyn Lemaich, LAC

5/3/06
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

4/27/06
Date

CONTRACT AMENDMENT
CONTRACT #06-065-ACCD

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **ML Counseling & Consulting** (CONTRACTOR) 2720 Carnoustie Way, Missoula, Montana 59808 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of May 5, 2006 and Section 19 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2007 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 THE CONTRACTOR

CONTRACTOR agrees to provide six (6) hours per week of chemical dependency (CD) services to offenders in need of CD counseling and/or waiting to enter a CD treatment center. Services will be offered in a group setting, two (2) hours in length, two days per week, on a mutually agreeable schedule. CONTRACTOR may provide individual counseling as needed and approved by DEPARTMENT. CONTRACTOR will also be compensated for up to two (2) hours per week for completion of paperwork related to provision of these services. Brief progress reports will be provided to P&P Officers, upon request. Services shall be provided at the Missoula Adult Probation and Parole office located at 2415 Mullan Road in Missoula.

CONTRACTOR must provide both quantitative and qualitative measures of the program's performance and effectiveness as determined by DEPARTMENT. CONTRACTOR must generate management reports that accurately track these measures and submit these reports [electronically] to DEPARTMENT on a quarterly basis. Upon reasonable request of DEPARTMENT, CONTRACTOR agrees to prepare statistical reports/reviews of the program. CONTRACTOR agrees not to release said information without approval of DEPARTMENT.
Performance measures must be congruent with the goals listed below:

A. To increase the addicted offender's level of knowledge of chemical dependency and the mental, physical, and environmental consequences substance abuse.

B. To provide offenders with treatment and ancillary services to create pro-social change and reduce anti-social thinking, criminal behavior patterns, and the negative effects of chemical dependency.

C. To promote responsibility and accountability of offenders by providing an experiential, pro-social community environment.

D. To decrease offender drug and alcohol use.

E. To decrease the proportion of offenders [who participate in the Program] from violating probation, parole, or conditional release.

F. To decrease the incidence of further misdemeanor or felony convictions.

CONTRACTOR agrees to cooperate with DEPARTMENT or its assigned agent(s) to formulate written criteria to be used for the specific performance/process measurement of the goals listed above. CONTRACTOR and DEPARTMENT agree to formally amend this Contract to include this agreed upon criteria.

5. TIME OF PERFORMANCE

This Contract shall take effect upon final signature and shall terminate on June 30, ~~2007~~ 2008, 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 ~~five (5)~~ four (4) additional 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 Bunke

Pam Bunke, Administrator
Adult Community Corrections Division

8/2/07
Date

CONTRACTOR

Marilyn Lemaich, LAC
ML Counseling & Consulting

7/26/07
Date

Reviewed for Legal Content by: Colleen A White

Legal Counsel
Department of Corrections

7/31/07
Date

CONTRACT AMENDMENT
CONTRACT #06-065-ACCD

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **ML Counseling & Consulting** (CONTRACTOR) 2720 Carnoustie Way, Missoula, Montana 59808 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of May 5, 2006 and Section 19 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2008 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, provided pursuant to Section 2, in the following manner:

A. DEPARTMENT shall pay CONTRACTOR ~~$25.00~~ **$28.00 per hour** for services provided in a group setting (including completion of related paperwork) and **$30.00 per hour** for services provided in a one-on-one setting (including completion of related paperwork), **not to exceed** nine thousand four hundred fifty-six and 00/100 Dollars ($9,456.00) annually for the services described herein.

B. DEPARTMENT agrees to pay CONTRACTOR within 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.

5. TIME OF PERFORMANCE

This Contract shall take effect upon final signature and shall terminate on June 30, ~~2008~~ 2009, 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 ~~four (4)~~ three (3) additional 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

Cathy Jordan, authority

Pam Bunke, Administrator
Adult Community Corrections Division

8/19/08
Date

CONTRACTOR

Marilyn Lemaich, LAC
ML Counseling & Consulting

8/20/08
Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

8/19/08
Date