

MEMORANDUM OF UNDERSTANDING

1. PARTIES

This Memorandum of Understanding (MOU) is between the State of Montana, Office of Court Administrator and Family Drug Treatment Court (YCFDTC), (hereinafter referred to as the "State"), whose address and phone number are 2525 4th Avenue N., Billings MT 59101, (406) 657-3156, and Community Solutions, Inc, (hereinafter referred to as the "Contractor"), whose address, phone number and Federal Tax ID number are 207 N. Broadway, Billings, MT 59101, (406) 896-4912, and Federal Tax ID # 20-3300963.

SERVICES

The Contractor agrees to provide the following:

1. Drug testing services for clients referred by individual YCFDTC team members at a rate of \$15.00 per test, which includes all supplies, reporting time, recording, and electronic storage of all results. Also included is the management of a randomized program in which all referred clients will participate. Testing results will be provided within 24 hours of specimen collection or as soon as completed via fax or e-mail.
2. Alcohol (EtG) testing and lab confirmation testing will be provided at a cost of \$40.00 per test, which includes all supplies, reporting time, recording, and electronic storage of all results. Also included is the management of a randomized program in which all referred clients will participate. Testing results will be provided within 24 hours of specimen collection or as soon as completed via fax or e-mail.
3. On-site and in-office training regarding drugs of abuse and testing methods used by Provider on a quarterly basis if needed by the State, at no cost. Other individual services may be provided at a price negotiated by Coordinator and Contractor. These services may include Moral Reconation Therapy, Criminal Thinking Errors, Home Visits, House Arrest/ Electronic Monitoring, etc.

COMPENSATION FOR SERVICES

The Contractor shall be reimbursed :

- \$15.00 per drug test completed
- \$40.00 per EtG/ lab confirmation test completed.
- Individually negotiated price with regards to Moral Reconciliation Therapy, Criminal Thinking Errors, Home Visits, House Arrest/ Electronic Monitoring, etc.

Total payment under this MOU may not exceed \$5,000. The Contractor shall submit a monthly invoice to the Family Drug Treatment Court for approval indicating number of clients served, services provided, cost per service, and total cost.

INSURANCE

The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act to cover such claims as may be caused by any act, omission, negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

General Requirements. The Contractor shall maintain for the duration of the MOU, 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 the 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. The 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 excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Certificate of Insurance. The Contractor shall submit a certificate of insurance from an insurer indicating compliance with the required coverages. The 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.

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this MOU, fully comply with all applicable federal, state, and 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 the Contractor subjects subcontractors to the same provisions. In accordance with §49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the agreement 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 the persons performing the agreement.

EFFECTIVE DATE

This MOU is effective on July 1st, 2009, or upon the date of signature by the last party, whichever occurs later and terminates on June 30, 2010 unless terminated earlier. Either party may terminate the MOU with a 30-day written notice (Section 18-4-313, MCA).

Both the Contractor and the YCFDTC agree on the above services.

**Yellowstone County Family
Drug Treatment Court**

Community Solutions, Inc.

Hon. Susan P. Watters

Greg A. Pohle, CSI

Date: _____

Date: _____

**SUPREME COURT OF MONTANA
OFFICE OF COURT ADMINISTRATOR**

Lois Menzies, Court Administrator

Date: _____