

**THIS CONTRACT** is entered into by and between the State of Montana, Department of Environmental Quality (State), and Yellowstone City-County Health Department DBA RiverStone Health (Contractor) located at 123 South 27<sup>th</sup> Billings, MT 59101, for the purpose of providing services related to air quality compliance activities in Yellowstone County. This Contract is entered into in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, chapter 5.

## **1. EFFECTIVE DATE, DURATION, AND RENEWAL**

**1.1. Contract Term.** This Contract is effective July 1, 2023, through June 30, 2026, unless terminated earlier in accordance with the terms of this Contract (§ 18-4-313 MCA). In no event is this Contract binding on the State unless the State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract does not constitute an authorized signature. The State's authorized signatory for this Contract is the Contracts Officer for the Department of Environmental Quality, or their designee.

## **2. SERVICES AND/OR SUPPLIES**

**2.1.** Contractor shall provide the State with the services described in Attachment A, attached hereto, and incorporated herein by reference.

**2.2.** Within 30 days after the end of each quarter during which the services required by Contract are performed, Contractor shall submit to the State a written progress report giving a detailed description of the status of the project that is the subject of this Contract. Contractor shall include, at a minimum, in the quarterly progress report:

**2.2.1.** A short narrative of the original project (this would remain the same for each report submitted);

**2.2.2.** Project progress during the reporting period (activities carried out, accomplishments, highlights, problems, corrective actions, etc., must be discussed);

**2.3.** Within 45 days after the project is completed, Contractor shall submit a final report to the State that must include, at a minimum:

**2.3.1.** A summary of activities performed;

**2.3.2.** The overall project accomplishments;

**2.3.3.** Successes and failures, including significant problems or unique situations encountered, and corrective actions taken; and

**2.3.4.** Extent to which the project goals and objectives were met.

**2.4.** Contractor shall provide the State with an itemized billing statement when it submits quarterly progress or final reports required by Section 4 (CONSIDERATION/PAYMENT).

## **3. 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 require Contractor to promptly correct, at Contractor's expense, 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.

#### 4. CONSIDERATION/PAYMENT

**4.1. Payment Schedule.** In consideration of services rendered pursuant to the Contract, the State agrees to reimburse Contractor up to a maximum of \$11,934.00 annually for the actual, reasonable, and necessary expenditures allowed in Section 4.1.1 below; according to the activities identified in Attachment A.

**4.1.1.** The allowable expense categories that may be reimbursed under this Contract for the performance of the services required are as follows (credit card receipts not acceptable):

- 4.1.1.1.** Actual salaries, wages, and benefits of Contractor personnel in performance of the services required under this Contract;
- 4.1.1.2.** Meals/lodging and other travel expenses directly related to performance of the Contract to be reimbursed in accordance with rates set forth in Title 2, Chapter 18, Part 5, Montana Code Annotated.
- 4.1.1.3.** Supplies and materials that are necessary in performance of the Contract, including newsletter/articles and display boards, and the cost of developing the supplies and materials;
- 4.1.1.4.** Communications and reproduction expenses, that are necessary in performance of the Contract, including telephone, postage, facsimiles, and photocopying;
- 4.1.1.5.** Equipment purchases including all computer hardware and software that are necessary in performance of the Contract, must be approved by the State in advance to qualify for reimbursement under the Contract;
- 4.1.1.6.** Subcontractor expenses, including landowner agreements (subcontractor expenses must be documented in the detail required of Contractor to qualify for payment under this Contract);
- 4.1.1.7.** The cost of tours as long as the costs billed to the State are allowable under the federal funding requirements; and

**4.2.** Contractor shall bill the State no more frequently than monthly and no less frequently than yearly, using the format and documentation detail required for the actual time and expenses incurred in the performance of the Contract.

**4.3.** Contractor shall include the Contract number on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, the State is not obligated to pay the invoice.

**4.4.** Unless otherwise noted in the solicitation document the State has thirty (30) days to pay invoices, as allowed by §17-8-242, MCA. Contractor may provide banking information at the time of Contract execution in order to facilitate the State's electronic funds transfer payments.

- 4.4.1** Payment for questioned costs may be withheld pending resolution and may require rebilling by Contractor or submittal of additional documentation, including any records required to be kept by Contractor;
- 4.4.2** For any period in which a progress report may be due, the payment for that period may be withheld pending receipt of the progress report, and acceptance and approval of any such report by the State; and
- 4.4.3** The State may withhold payment if Contractor has not performed in accordance with the Contract. Such withholding cannot be greater than the additional costs to the State caused by Contractor's lack of performance.

**4.4.4** Contractor shall submit to the State no later than June 10 of each fiscal year, a final billing statement or estimate of expenses through June 30 of that year to allow the State to accrue funding into the next fiscal year if necessary.

**4.5.** Contractor shall submit to the State a final billing statement that must be received by the State within 45 days after the completion date of the Contract, as stated in Section 1, or a new termination date as provided under this Contract, whichever occurs first.

**4.6.** Contractor may not use the funds received under this Contract to supplant other Contractor budgeted expenses or funds.

## **5. ACCOUNTING, AUDIT AND RETENTION OF RECORDS**

**5.1.** Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be able to allocate costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts.

**5.2.** The State, the Legislative Auditor, the Legislative Fiscal Analyst, or their authorized representatives, have the right of access to accounting records of Contractor for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor shall maintain the records at the address of its liaison in Section 23 and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under Section 5.5. This Contract may be terminated by the State upon any refusal of Contractor to allow access to such records.

**5.3.** Contractor shall disclose all information and reports resulting from access to the records maintained in Section 5.1 to any of the agencies referred to in Section 5.2.

**5.4.** Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.

**5.5.** All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion of any litigation, claim, audit, or exception relating to this Contract taken by the State or a third party, whichever is later. Contractor may not destroy any records without first offering the records to the State.

**5.6.** If an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor must correct the areas of non-compliance within six months after DEQ receives the audit report.

## **6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this Contract without the State's prior written consent. Any subcontracting of services under this Contract must be done in a competitive manner. 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, AND INSURANCE REQUIREMENTS**

**7.1.** Each party shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law, and shall indemnify and hold the other party harmless from any such liability.

**7.2.** Each party shall maintain reasonable coverage for such liabilities, either through commercial insurance or a reasonable self-insurance mechanism under the provisions of Title 2, Chapter 9, MCA, at the minimums prescribed by law.

**7.3.** Each party shall provide the other party with a certificate of insurance upon request.

## **8. 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 Montana Department of Environmental Quality, PO Box 200901, Helena, MT 59620-0901.

## **9. 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.

## **10. RETIRED STATE EMPLOYEE REQUIRED EMPLOYER REPORTING**

In accordance with ARM 2.43.2114, state agencies are required to file employee reports with the Montana Public Employee Retirement Administration (MPERA). The employee reports required under ARM 2.43.2114 include a working retiree report covering Montana's Public Employees' Retirement System (PERS) retirees performing work in a PERS-covered position as an employee, an independent contractor, or through an employee leasing arrangement, or a temporary service contractor. ARM 2.43.2114(6)(a) requires DEQ to include the social security number of employees and workers in the employer report. Contractor's staff assigned to perform work under this Contract will be asked to provide a social security number.

The purpose of collecting the social security number of an individual hired as an independent contractor or through a professional employer arrangement, an employee leasing agreement, or a temporary service contractor is to determine whether the individual is a retiree. Determining an individual's status as a retiree will determine whether DEQ must make employer contributions into the public employee retirement system for retirees who return to work in a PERS-covered position as required by § 19-3-1113, MCA.

#### **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 the State's Contract Liaison, identified herein. Interested parties should provide as much advance notice as possible.

#### **12. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED**

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired (§ 18-5-603, MCA.). Contact the State at 406-444-2575 for more information concerning nonvisual access standards.

#### **13. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are formed in another state or country that 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 their website at <http://sos.mt.gov/Business/index.asp>.

#### **14. INTELLECTUAL PROPERTY/OWNERSHIP**

**14.1. Mutual Use.** Contractor shall make available to the State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice or created in whole or in part under this Contract, if such availability is necessary for the State to receive the benefits of this Contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this Contract. This mutual right includes (i) all deliverables and other materials, products, and modifications that the Contractor has developed or prepared for the State under this Contract; (ii) any program code, or site-related program code that the Contractor has created, developed, or prepared under or primarily in support of the performance of its specific

obligations under this Contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

**14.2. Title and Ownership Rights.** The State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "Content"), but grants Contractor the right to access and use Content for the purpose of complying with its obligations under this Contract and any applicable statement of work.

**14.3. Ownership of Work Product.** Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.

**14.4. Copy of Work Product.** Contractor shall, at no cost to the State, deliver to the State, upon the State's request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or such expiration or termination.

**14.5. Ownership of Contractor Pre-Existing Materials.** Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods, or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to the State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to the State before its use and to prove its ownership. If, however, Contractor fails to disclose to the State such Contractor Pre-Existing Materials, Contractor shall grant the State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for the State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 14, or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this Contract.

## **15. PATENT AND COPYRIGHT PROTECTION**

**15.1. Third-Party Claim.** If a third party makes a claim against the State that the products furnished under this Contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter into any action.

**15.2. Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine whether the Contract has been breached.

## 16. CONFLICT OF INTEREST

**16.1.** For the purposes of the Montana Code of Ethics, Contractor and each of its employees and subcontractors, is a “public employee” for the purposes of this section. As such, Contractor and each of its employees and subcontractors is subject to the requirements of Title 2, Chapter 2, MCA, regarding conflicts of interest, including but not limited to sections §§ 2-2-104, 2-2-105, 2-2-121, and 2-2-201, MCA.

**16.2.** If the State discovers that an employee of Contractor or subcontractor is in violation of this section, the State may, after consulting with Contractor, terminate this Contract or take other appropriate measures to address the conflict and Contractor shall reimburse the State for any services the State requires be performed by another Contractor that duplicate the services performed by the employee who violated this section.

## 17. DISCLOSURE

**17.1.** Contractor shall notify the State of any actual, apparent, or potential conflict of interest with regard to any individual working on a work assignment or having access to information regarding a subcontract. Notification of any conflict of interest shall include both organizational conflicts of interest and personal conflicts of interest (which are defined as the same types of relationships as organizational conflicts of interest, but applicable to an individual). If a personal conflict of interest exists, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work that created the conflict-of-interest situation.

**17.2.** Contractor certifies that it has identified all current employees and proposed subcontractor’s employees that will perform work under this Contract and that have worked for the State in the last two years prior to submitting the solicitation request which resulted in the award of this Contract. Contractor further certifies that no former employee of the State of Montana or local government may work under this Contract for a period of twelve months after voluntary termination of public employment, if by working under the Contract the employee will take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee’s public employment. Pursuant to § 2-2-201, MCA, a former employee of state or local government may not, within 6 months following the termination of public employment, contract or be employed by an employer who contracts with the State of Montana or any of its subdivisions involving matters with which the former public employee was “directly involved”, as defined in § 2-2-201, MCA, during employment. Contractor further certifies it shall identify any new employees hired during this Contract that will perform work under this Contract and that have worked for the State of Montana in the last two years prior to the submission of the solicitation request which resulted in the award of this Contract. Disclosure in all cases shall include the name of the agency and the nature of work performed by the employee.

## 18. CONTRACT TERMINATION

**18.1. Termination for Cause with Notice to Cure Requirement.** Either party may terminate this Contract in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving the other party written notice identifying items not performed. The written notice must demand performance of the items not performed 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.

**18.2. Reduction of Funding.** In accordance with § 18-4-313(4), MCA, the State must 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. 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.

**18.3.** Any termination of this Contract is subject to the exception that Section 5 (ACCOUNTING, AUDIT AND RETENTION OF RECORDS), relating to retention of and access to records, remain in effect.

## **19. EVENT OF BREACH – REMEDIES**

**19.1. 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:

- 19.1.1.** products or services furnished fail to conform to any requirement;
- 19.1.2.** failure to submit any report required by this Contract;
- 19.1.3.** 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 23.1 **Technical or Contractual Problems** obligations; or
- 19.1.4.** financial inability to perform its obligations under this Contract.

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

### **19.3. Actions in Event of Breach.**

- 19.3.1.** Upon a material breach by either party, the non-breaching party may:
  - 19.3.1.1.** terminate this Contract in accordance with Section 17, and pursue any of its remedies under this Contract, at law or in equity; or
  - 19.3.1.2.** 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.

## **20. 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 5 working days after the onset. If the notice is not provided within the 5 day period, then a party may not claim a force



majeure event. 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.

## **21. 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.

## **22. 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. Products or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

## **23. LIAISONS AND SERVICE OF NOTICES**

**23.1. Contract Managers.** All management and coordination on the State's behalf must be through a single point of contact designated as the State's Contract Manager. Contractor shall designate a Contracts Manager that will provide the single point of contact for management coordination of Contractor's work. All work performed under this Contract must be coordinated between the State's Contract Manager and Contractor's Contract Manager.

The State CM is designated by the agency program manager to provide technical liaison duties between the Contractor's management and the Contracting Officer in routine technical matters constituting general program direction within the scope of the Contract. Under NO circumstances is the CM authorized to effect any changes in the work required under this Contract whatsoever or enter into any agreement that has the effect of changing the terms and conditions of this Contract or that causes the Contractor to incur any costs.

In addition, except as otherwise authorized in the Contract, the CM will NOT supervise, direct, or control Contractor employees. Notwithstanding this provision, to the extent that Contractor accepts any direction that constitutes a change to this Contract without prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the Contractor, and involved under this Contract, may be disallowed.

On matters that pertain to the Contract terms, the Contractor must communicate with the Contracting Officer. Whenever, in the opinions of the Contractor, the CM requests efforts beyond the terms of the Contract, the Contractor shall so advise the Contracting Officer. If the CM persists and there exists a disagreement as to the proper contractual coverage, the Contracting Officer will be notified immediately, preferably in writing.

Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a Contract claim per the provisions contained herein (i.e., breach of contract, termination, deficiency notice). The Contractor's management should clearly communicate this position to its employees working on this Contract and to any subcontractors also providing support.

**State Contract Manager: Cory Mitchell**

Air Quality Bureau  
PO Box 200901  
Helena, MT 59620-0901  
Telephone: 406-444-2742  
Fax: 406-444-1499  
E-mail: [cory.mitchell2@mt.gov](mailto:cory.mitchell2@mt.gov)

**Contractor Contract Manager: Clark Snyder, Program Manager**

Yellowstone City-County Health Department  
123 South 27<sup>th</sup> Street  
Billings, MT 59101  
Telephone: 406-256-2770  
E-mail: [clark.sny@riverstonehealth.org](mailto:clark.sny@riverstonehealth.org)

**23.2. 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 (3) business days of mailing. The party receiving notice shall sign and date an acknowledgement of the notice and mail it to the sending party.

**24. MEETINGS**

**24.1. Technical or Contractual Problems.** Contractor shall meet with the State's liaison, or other personnel 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; such meetings 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.

**25. TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of the original term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor must 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 there are no established Contract rates, then the rate must be mutually agreed upon. 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.

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

In accordance with § 18-1-401, MCA, Montana law governs this Contract. If there is a dispute under this Contract the Parties will meet in person and attempt to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree that prior to resorting to litigation they will attempt to settle the dispute by nonbinding mediation administered by a neutral mediator agreed to by the parties, except as provided in Section 7, Hold Harmless, Indemnification, and Insurance Requirements. Both parties waive objection to personal jurisdiction in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Any litigation concerning this bid, proposal, or 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.

## **27. TAX EXEMPTION**

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

## **28. SEVERABILITY CLAUSE**

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.

## **29. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**29.1. Contract.** This Contract consists of 12 numbered pages and any Attachments as required.

**29.2. 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.

## **30. 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.

**31. EXECUTION**

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

**YELLOWSTONE CITY-COUNTY HEALTH DEPARTMENT DBA  
RIVERSTONE HEALTH**

\_\_\_\_\_  
DATE BY: \_\_\_\_\_  
Donald Jones, Yellowstone County Commissioner  
316 North 26<sup>th</sup> Street#3101  
Billings, MT 59101  
Federal Employer's ID No.: 81-0513538

\_\_\_\_\_  
DATE BY: \_\_\_\_\_  
John Ostlund, Yellowstone County Commissioner

\_\_\_\_\_  
DATE BY: \_\_\_\_\_  
Mark Morse, Yellowstone County Commissioner

\_\_\_\_\_  
DATE BY: \_\_\_\_\_  
Jon Forte, Yellowstone City-County Health Officer

**MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
DATE BY: \_\_\_\_\_  
Rebecca Gregg, Contracts Officer  
  
Centralized Services Division  
Financial Services Bureau  
1520 E. Sixth Avenue  
Helena, MT 59620-0901

Approved as to Legal Content:

\_\_\_\_\_  
DATE BY: \_\_\_\_\_  
DEQ Attorney