1. PARTIES

The Montana Department of Corrections **(DEPARTMENT)** and Alternatives, Inc. **(CONTRACTOR)** enter into this Memorandum of Understanding **(MOU15-Passages Dental)**. The parties' addresses, and telephone numbers are as follows:

Montana Department of Corrections
Clinical Services Division
5 S. Last Chance Gulch
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

Alternatives, Inc.

1001 South 27th Street
Billings, MT 59101
(406) 294-9609

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

2. DUTIES/RESPONSIBILITIES OF DEPARTMENT AND CONTRACTOR

A. DEPARTMENT will provide a dentist chair to be located at the Passages facility. This dental chair is the sole property of the DEPARTMENT and shall be returned to the DEPARTMENT upon the conclusion of this agreement.

B. Dental services will be provided exclusively to female Culinary Arts Program (CAP) program participants, female Inmate Workers (IW), and females in the Passages Alcohol and Drug Treatment (ADT) and Assessment Sanction and Revocation Center (ASRC) programs.

C. Dental services consisting of dental evaluations and triaged treatment plans will be performed under Department contract #12-058-MWP and provided by Jim Hicks, DDS.

D. The services of appropriate specialists may be engaged, if dentally indicated, and only if authorized by the DEPARTMENT.

E. Services will be provided on-site at the Passages facility on days, and for a number of hours, mutually agreed upon by CONTRACTOR and DEPARTMENT. Services may not exceed two (2) hours per week.

4. TIME OF PERFORMANCE

This Memorandum of Understanding shall take effect upon final signature and shall terminate on **June 30, 2016**, unless terminated earlier in accordance with the terms of this Memorandum of Understanding. This Memorandum of Understanding may, upon mutual agreement and according to the terms of the existing Memorandum of Understanding, be renewed for a period not to exceed a total of five (5) additional years.

Upon expiration of this Memorandum of Understanding, 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 Memorandum of Understanding is signed.

5. LIAISONS AND NOTICE

A. Winnie Strainer, 5 S. Last Chance Gulch, Helena, MT 59601, (406) 444-1503 or successor serves as DEPARTMENT liaison.

B. David Armstrong, Administrator, 1001 South 27th Street, Billings, MT 59101, (406) 697-5316 or successor serves as CONTRACTOR'S liaison.

C. All notices and invoices required in this Memorandum of Understanding shall be in writing, properly addressed to the liaison in (A) and (B) above, and 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.

6. AMENDMENTS

All amendments to this Memorandum of Understanding shall be in writing and signed by the parties.

7. TERMINATION AND DEFAULT

A. The DEPARTMENT may, by written notice to CONTRACTOR, terminate this Memorandum of Understanding in whole or in part at any time CONTRACTOR fails to perform as required in this Memorandum of Understanding.

B. Either party may terminate this Memorandum of Understanding without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Memorandum of Understanding shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

8. INTEGRATION

This Memorandum of Understanding 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 Memorandum of Understanding, shall be binding or valid. This Memorandum of Understanding shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Memorandum of Understanding.

9. SEVERABILITY

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

SIGNATURE

DEPARTMENT

Connie Winner

Connie Winner, Administrator
Clinical Services Division

7.14.15
Date

CONTRACTOR

David Armstrong

David Armstrong, Administrator
Passages

7/15/2015
Date

Approved for Legal Content by: Robert Lichman

Legal Counsel
Department of Corrections

7/14/15
Date