CONTRACT AMENDMENT
CONTRACT 11-025-ACCD

THIS CONTRACT AMENDMENT (**Amendment #6**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **South Central Treatment Associates** (CONTRACTOR) 304 Grand Avenue, Billings, MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of January 25, 2011 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on January 31, 2017 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 (or goods), provided pursuant to Section 2, in the following manner:

A. DEPARTMENT shall pay CONTRACTOR a maximum **of$1,500.00 per Psychosexual Evaluation** or no more than current rates paid by the Court or Office of Public Defender. Other allowable rates include: **$450.00 for Risk Assessment; $650.00 for Risk Assessment with Abel; $400.00 for Abel with report; $275.00 for polygraph examinations, group treatment at a rate of $35.00 per group,** and **individual treatment at a rate of $65.00 per session.** Contract amount shall not exceed ~~fifteen thousand and 00/100 Dollars ($15,000.00)~~ six thousand and 00/100 Dollars **($6,000.00)** annually for the services described herein.

5. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature. This Contract shall expire on ~~**January 31, 2017**~~ **January 25, 2018**, unless either party provides a written notice of cancelation at least 30 days prior. In the event neither party provides a written notice of cancelation 30 days prior to January 25, 2018, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

In no event may this Contract continue or be renewed for a period exceeding a total of **seven (7) years.**

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

SIGNATURE

DEPARTMENT

Kevin Olson, Administrator
Probation and Parole Division

1/23/17
Date

CONTRACTOR

Hal Lewis, LCSW, Director
South Central Treatment Associates

2.7.2017
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

1-13-17
Date

CONTRACT AMENDMENT
CONTRACT 11-025-ACCD

THIS CONTRACT AMENDMENT (**Amendment #5**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **South Central Treatment Associates** (CONTRACTOR) 304 Grand Avenue, Billings, MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of January 25, 2011 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on January 31, 2016 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**):

5. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature. This Contract shall expire on **January 31, ~~2016~~ 2017**, unless either party provides a written notice of cancelation at least 30 days prior. In the event neither party provides a written notice of cancelation 30 days prior to January 31, 2016, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

In no event may this Contract continue or be renewed for a period exceeding a total of **seven (7) years.**

6. LIAISONS AND NOTICE

A. ~~John Williams, Regional Administrator, (406) 896-5423)~~ Chris Evans, POII, (406)-896-5411, 2615 4th Ave So, Billings, MT 59107 or successor serves as DEPARTMENT liaison.

B.-C. No changes.

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, 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, including non-compliance with laws cited under paragraph 15 below, of CONTRACTOR and/or its agents, employees, representatives, assigns, or subcontractors - except the sole negligence of the State under this agreement.

Additional Indemnification. Claims under this provision also include those arising out of or in any way connected with Contractor's breach of this contract, including any Claims asserting that any of Contractor's employees are actually employees or common law employees of the State or any of its agencies, including

but not limited to, excise taxes or penalties imposed on the State under Internal Revenue Code ("Code") §§ 4980H, 6055 or 6056.

10. INSURANCE

A.-D. No changes.

E. **Reporting Requirements.** Contractor, if contractor is an applicable large employer under the ACA, further states that it shall satisfy all reporting requirements under Code §§ 6055 and 6056 with respect to individuals who perform services for the State.

Auditing. The State may audit Contractor's operations to ensure that the Contractor has complied with the statements made above.

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 ADA Amendments Act of 2008, and Section 504 of the Rehabilitation Act of 1973 and the Patient Protection and Affordable Care Act ("Affordable Care Act"). 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.

The Affordable Care Act requires a contractor, if contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

SIGNATURE

DEPARTMENT

Kevin Olson, Administrator
Probation and Parole Division

1/19/16
Date

CONTRACTOR

Hal Lewis, LCSW, Director
South Central Treatment Associates

1/29/2016
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

1-14-16
Date

CONTRACT AMENDMENT
CONTRACT 11-025-ACCD

THIS CONTRACT AMENDMENT (**Amendment #4**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **South Central Treatment Associates** (CONTRACTOR) 304 Grand Avenue, Billings, MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of January 25, 2011 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on January 31, 2015 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**):

5. TIME OF PERFORMANCE

~~This Contract shall take effect upon final contract signature and shall terminate on January 31, 2015, 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 seven (7) 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 Contract shall take effect upon final contract signature. This Contract shall expire on **January 31, 2016**, unless either party provides a written notice of cancelation at least 30 days prior. In the event neither party provides a written notice of cancelation 30 days prior to January 31, 2016, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

In no event may this Contract continue or be renewed for a period exceeding a total of **seven (7) years.**

6. LIAISONS AND NOTICE

A. Joan Daly, Deputy Warden of Treatment Services, (406) 247-5157), 701 S. 27th St., Billings, MT 59101 or successor serves as DEPARTMENT liaison.

B. ~~Michael Sullivan, MSW~~ Hal Lewis, LCSW, Director, (406-245-4566), 304 Grand Avenue, Billings, MT 59101 or successor serves as CONTRACTOR 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.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

SIGNATURE

DEPARTMENT

Kevin Olson, Administrator
Probation and Parole Division

1/20/15
Date

CONTRACTOR

Hal Lewis, LCSW, Director
South Central Treatment Associates

2/6/2015
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

1-28-15
Date

CONTRACT AMENDMENT
CONTRACT 11-025-ACCD

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **South Central Treatment Associates** (CONTRACTOR) 304 Grand Ave, Billings, MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of January 25, 2011 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on January 31, 2013 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)**:

TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final contract signature and shall terminate on January 31, ~~2014~~ 2015, 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 seven (7) 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, Administrator
Adult Community Corrections Division

1-31-14
Date

CONTRACTOR

Michael Sullivan, Director
South Central Treatment Associates

2/11/14
Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

1-31-14
Date

CONTRACT AMENDMENT
CONTRACT 11-025-ACCD

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **South Central Treatment Associates** (CONTRACTOR) 304 Grand Ave, Billings, MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of January 25, 2011 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on January 31, 2013 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**):

TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final contract signature and shall terminate on January 31, ~~2013~~ 2014, 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~~ seven (7) 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, Administrator
Adult Community Corrections Division

3-15-13
Date

CONTRACTOR

Michael Sullivan, Director
South Central Treatment Associates

3/18/13
Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

3/13/2013
Date

CONTRACT AMENDMENT
CONTRACT 11-025-ACCD

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **South Central Treatment Associates** (CONTRACTOR) 304 Grand Ave, Billings, MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of January 25, 2011 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on January 31, 2012 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**):

5. <u>TIME OF PERFORMANCE</u>

This Contract shall take effect upon receipt of final contract signature and shall terminate on January 31, ~~2012~~ <u>2013</u>, 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 ~~six (6)~~ <u>five (5)</u> 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 — 2-14-12

Pam Bunke, Administrator
Adult Community Corrections Division

Date

CONTRACTOR

2/16/12

Michael Sullivan, Director
South Central Treatment Associates

Date

Reviewed for Legal Content by: Diana L. Koch — 2/10/12

Legal Counsel
Department of Corrections

Date

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **South Central Treatment Associates (CONTRACTOR)** enter into this Contract **(11-025-ACCD)**. The parties names, addresses, and telephone numbers are as follows:

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

South Central Treatment Associates
304 Grand Avenue

Billings, MT 59101
(406) 245-4566

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

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR agrees to provide the following services:

A. Conduct group and individual sex offender treatment at CONTRACTORS office location, for offenders referred from and under the supervision of the Billings Probation and Parole (P&P) Office. CONTRACTOR will use a combination of skills and techniques from cognitive behavioral systems, individual, physiological, and psychodynamic therapies to include but not be limited to cognitive restructuring, counter-conditioning procedures, victim empathy enhancement, relapse prevention, and skills training (e.g. parenting, assertiveness and communication, problem solving, stress management, anger management, and conflict resolution). Contractor will provide, at a minimum, one weekly treatment group and one individual session every other week for offenders. Contractor has six (6) available groups per week to cover various treatment issues. Offender participation in the weekly group may vary and will be dependent upon individual needs and therapist recommendations.

B. Conduct Psychosexual Evaluations as requested by referring P&P staff. DEPARTMENT and CONTRACTOR expect offenders to be financially accountable for their own treatment costs unless exigent circumstances or indigence exist. Evaluations will only be paid by the DEPARTMENT if the offender meets one or more of the following criteria:

1. Offender has been released from prison and no previous evaluation has been conducted.
2. Offender has been convicted of Failure to Register as a Sexual Offender under 46-23-507, MCA.
3. Offender committed a sexual offense that was pled down to a lesser crime and an evaluation was never ordered by the Court.
4. Offender is required to participate in an evaluation as a result of an Intervention Hearing.
5. An evaluation is in the best interest of the state due to safety concerns regarding the offender.

C. Conduct sex offender risk assessments, risk assessments with Abel, or Abel with report, as requested by referring P&P staff or as mutually agreed. Risk assessments must be conducted using a validated static or validated dynamic measurement.

D. Inform all referred offenders of treatment program requirements, procedures, and contract stipulations. Require that all referred offenders sign a release of information and informed

consent to allow limited confidentiality and an emphasis on community safety. Monitor each offender's progress to ensure they participate in all phases of treatment as appropriate or required, including an aftercare component which may last the duration of supervision. For offenders discharged from treatment during community supervision, CONTRACTOR will conduct annual reviews on high risk offenders and at least one follow-up review on moderate to low risk offenders. Results of these reviews will be shared with the Billings P&P Sex Offender Specialist.

E. At a minimum, participate in staffing on a monthly basis, or as mutually agreed, with the Billings P&P Sex Offender Specialist and provide regular summary reports and prompt incident reports as requested or required.

F. With the assistance of the Billings P&P Sex Offender Specialists, arrange for initial, maintenance, and specific issue polygraph testing of offenders when necessary, to augment the treatment process and enhance community safety.

G. Report offender delinquent financial status to DEPARTMENT on a quarterly basis, or upon request, which identifies all unpaid sex offender treatment services per offender and date of service.

H. Maintain good standing as a Clinical Member of the Montana Sex Offender Treatment Association (MSOTA).

3. COMPENSATION/BILLING

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

A. DEPARTMENT shall pay CONTRACTOR a maximum of **$1,500.00 per Psychosexual Evaluation** or no more than current rates paid by the Court or Office of Public Defender. Other allowable rates include: **$450.00 for Risk Assessment**; **$650.00 for Risk Assessment with Abel**; **$400.00 for Abel with report**; **$275.00 for polygraph examinations, group treatment at a rate of $35.00 per group,** and **individual treatment at a rate of $65.00 per session**. Contract amount shall not exceed fifteen thousand and 00/100 Dollars (**$15,000.00**) annually for the services described herein.

B. This rate is inclusive of all travel and per diem. DEPARTMENT will not compensate CONTRACTOR for travel or travel time, lodging, meals, supplies, or any other expense incurred by CONTRACTOR while performing services identified within this Contract.

C. DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following receipt of a correct invoice. CONTRACTOR must submit invoices monthly and within 30 days of services rendered. DEPARTMENT will follow P&P 150-4, Treatment Funds for Offenders, when requesting utilization and approval of treatment funds. DEPARTMENT will reimburse CONTRACTOR based upon treatment fund approval for specific offenders, offender need, and available funding.

D. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.

E. 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 (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final contract signature and shall terminate on January 31, 2012, 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 six (6) 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. John Williams, Regional Administrator (406-896-5423), 2615 4th Avenue South, Billings, MT 59107 or successor serves as DEPARTMENT liaison.

B. Michael Sullivan, MSW, (406-245-4566), 304 Grand Avenue, Billings, MT 59101 or successor serves as CONTRACTOR 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, Contracts Management 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, 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 agreement.

10. INSURANCE

A. **General Requirements:** CONTRACTOR shall maintain for the duration of the 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.

Primary Insurance: 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 in excess of CONTRACTOR'S insurance and shall not contribute with it.

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

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 must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

B. **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 $1,000,000 per occurrence and $2,000,000 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.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered 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; premises owned, leased, occupied, or used.

C. **Specific Requirements for Automobile Liability:** CONTRACTOR shall purchase and maintain personal liability coverage in accordance with Montana Statute.

D. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 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. CONTRACTOR 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 ADA Amendments Act of 2008, 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, without 30 days notice, terminate or reduce the scope of this Contract if available funding is reduced for any reason. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contact must be canceled. (Ref. 18-4-313(4), MCA.

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, Contracts Management Bureau, PO Box 201301, 1539 11th Avenue, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

Pam Bunke, Administrator
Adult Community Corrections Division

1-24-11
Date

CONTRACTOR

Michael Sullivan, Director
South Central Treatment Associates

1-25-11
Date

Approved for Legal Content by: Diana L. Koch
Legal Counsel
Department of Corrections

1/21/11
Date