CONTRACT AMENDMENT
CONTRACT 13-023-MWP

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 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 March 27, 2013 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):**

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 $175.00 per group, regardless of the number of participants, clinical staffing and Board of Pardons and Parole summary reports at a rate of $75.00 per hour,** 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)~~ twenty thousand and 00/100 Dollars **($20,000.00)** annually for the services described herein.

B.-D. No changes.

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 cancellation at least 30 days prior. In the event neither party provides a written notice of cancellation 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.**

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 Internal Revenue Code ("Code") (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

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 the Code §§ 4980H, 6055 or 6056.

Reporting Requirements. Contractor, if contractor is an applicable large employer under the ACA, further states that it shall satisfy all reporting requirements under the Code §§ 6055 and 6056 (ACA) 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.

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

DEPARTMENT

SIGNATURE

DEPARTMENT

Joan Daly-Shinners

Joan Daly, Warden
Montana Women's Prison

2/24/16
Date

CONTRACTOR

Hal Lewis, LCSW, Director
South Central Treatment Associates

3/3/2016
Date

Approved for Legal Content by: Lorraine A. Schneider
Legal Counsel
Department of Corrections

Feb 22 2016
Date

CONTRACT AMENDMENT
CONTRACT 13-023-MWP

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 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 March 27, 2013 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**):

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~~ $175.00 per group, regardless of the number of participants** 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.-D. No changes.

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 cancellation at least 30 days prior. In the event neither party provides a written notice of cancellation 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, Warden, (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

Joan Daly, Warden
Montana Women's Prison

2/4/15
Date

CONTRACTOR

Hal Lewis, LCSW, Director
South Central Treatment Associates

2/6/2015
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

2-3-15
Date

CONTRACT AMENDMENT
CONTRACT 13-023-MWP

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 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 March 27, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on January 31, 2014 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, ~~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.

6. LIAISONS AND NOTICE

A. Joan Daly, ~~Deputy Warden of Treatment Services~~ Warden, (406) 247-~~5157~~ 5112), 701 S. 27th St., Billings, MT 59101 or ~~successor~~ designee, 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.

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

DEPARTMENT

SIGNATURE

DEPARTMENT

Joan Daly, Warden
Montana Women's Prison

2/3/14
Date

CONTRACTOR

Michael Sullivan, Director
South Central Treatment Associates

2/11/14
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

1-31-14
Date

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **South Central Treatment Associates (CONTRACTOR)** enter into this Contract **(13-023-MWP)**. The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana Women's Prison
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 the Montana Women's Prison, for inmates referred from and under the supervision of the Montana Women's Prison Deputy Warden of Treatment Services. 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 individualized sex offender treatment at the request of the Deputy Warden of Treatment Services or Designee. Contractor will provide services for individual inmates based on Court Ordered and Treatment Team recommendations. This may include individual therapy or group therapy sessions or combination thereof. Inmate participation in the weekly individual therapy or group may vary and will be dependent upon individual needs and therapist recommendations.

B. Conduct Psychosexual Evaluations as requested and referred by the Montana Women's Prison Deputy of Treatment Services or Designee.

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

D. Inform all referred inmates of treatment program requirements, procedures, and contract stipulations. Require that all referred inmates sign a release of information and informed consent to allow limited confidentiality and an emphasis on community safety. Monitor each inmate's progress to ensure they participate in all phases of treatment as appropriate or required, including an aftercare component which will be implemented as part of the inmate's Re-entry Plan and may last the duration of supervision. CONTRACTOR will conduct annual reviews on high risk inmates and at least one follow-up review on moderate to low risk inmates.

E. At a minimum, participate in staffing on a monthly basis, or as mutually agreed, with the Deputy Warden of Treatment Services and provide regular summary reports and prompt incident reports as requested or required.

F. With the assistance of the Deputy Warden of Treatment Services, arrange for initial, maintenance, and specific issue polygraph testing of inmates when necessary, to augment the treatment process and enhance community safety.

G. Maintain good standing as a Clinical Member of the Montana Sex Offender Treatment Association (MSOTA) or its equivalent according to ARM 20.7.304.

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.

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 final contract signature and shall terminate on January 31, 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 **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.

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, (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, 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.

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. MEETINGS

CONTRACTOR is required to meet with DEPARTMENT liaison, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Contract or to discuss the progress made by CONTRACTOR and DEPARTMENT in the performance of their respective obligations, at no additional cost to DEPARTMENT. Meetings will occur as problems arise and will be coordinated by DEPARTMENT. CONTRACTOR will be given 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. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination.

17. CONTRACTOR PERFORMANCE EVALUATION

During the term of this Contract, DEPARTMENT may evaluate CONTRACTOR'S performance. Prior to completion of the evaluation, CONTRACTOR will be given an opportunity to review the evaluation and provide additional information and/or clarification. CONTRACTOR will also be asked to sign the evaluation document to acknowledge receipt of the document and an opportunity to respond. This Contract may be terminated by DEPARTMENT as a result of said evaluation and documented non-performance. CONTRACTOR Performance Evaluations may be considered in future solicitations and contracts.

18. 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 contract 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.

19. 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).

20. LICENSURE

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

21. 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.

22. 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.

23. 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, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

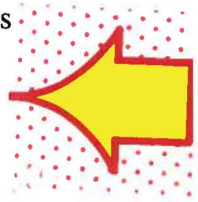
Joan Daly

Joan Daly, Acting Warden
Montana Women's Prison

3/27/13
Date

CONTRACTOR

Michael Sullivan, Director
South Central Treatment Associates



3/27/13
Date

Approved for Legal Content by:

Colleen D Ambrose

Legal Counsel
Department of Corrections

3/26/13
Date