### Flathead Opioid Crisis Stabilization & Treatment

2025 Montana Opioid Abatement Trust Grants

### Western Montana Mental Health Center

Cory DeStein cdestein@wmmhc.org
1321 Wyoming Street 0: 406-532-8992
Missoula, MT 59801 M: 406-830-6088

### Cory DeStein

1321 Wyoming Street cdestein@wmmhc.org Missoula, MT 59801 cdestein@wmmhc.org

M: 406-830-6088

### **Application Form**

### Region Selection

To collaborate with someone else on this request, click the blue "Collaborate" button in the top-right corner.

### Project Name\*

Flathead Opioid Crisis Stabilization & Treatment

You may only select one Abatement Region, if you are applying for funding from more than one region you will need to fill out and submit a separate application for each region.

### Select Multi County Abatement Region OR Metro Region\*

Select the Multi-County Abatement Region <u>OR</u> the Metro Region you are requesting grant funds from. Click <u>HERE</u> for a detailed map of Multi-County Regions and Metro Regions.

Flathead County Metro Region

### **Application Overview**

### About the Organization/Program\*

Give a brief description of the Organization/Program/Project. Include the mission statement and the services provided.

The Crisis Stabilization Center in Kalispell is a pioneering facility designed to provide immediate, short-term stabilization services for individuals grappling with opioid use disorder (OUD) and co-occurring mental health conditions. Our mission is to mitigate the devastating impact of opioid addiction through accessible, community-based crisis intervention services. By offering a specialized alternative to emergency rooms and jails, we aim to prevent unnecessary hospital admissions and incarcerations while facilitating seamless connections to long-term treatment options.

### What category does the program fit into\*

Check the category/categories the program fits into. You may select more than one option.

Click **HERE** for a list of approved opioid remediation uses

Prevention Treatment Recovery

### **Exhibit E List of Opioid Remediation Uses**

### Schedule A - select all that apply

- B. "MAT" DISTRIBUTION & OTHER OPIOID-RELATED TREATMENT
- E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES
- F. TREATMENT FOR INCARCERATED POPULATION
- G. PREVENTION PROGRAMS
- I. EVIDENCE-BASED DATA COLLECTION & RESEARCH ANALYZING EFFECTIVNESS OF ABATEMENT STRATEGIES

### **Exhibit E List of Opioid Remediation Uses**

### Schedule B - select all that apply

- A. TREAT OPIOID USE DISORDER "OUD"
- B. SUPPORT PEOPLE IN TREATMENT & RECOVERY
- C. CONNECTIONS TO CARE
- D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS
- H. PREVENT OVERDOSE DEATHS & OTHER HARMS (HARMS REDUCTION)
- J. LEADERSHIP, PLANNING, & COORDINATION

### How does the program meet the Opioid Remediation Guidelines\*

In detail, describe how the program fits into the approved Opioid Remediation Guidelines selected in the above question.

Please be specific

The Crisis Stabilization Center in Kalispell aligns with opioid remediation guidelines by:

- Serve as an alternative to hospital admissions for persons with OUD and any co-occurring substance use or mental health conditions, as well as those who have experienced an opioid overdose.
- Providing medication-assisted treatment (MAT) and other opioid-related treatments for individuals in crisis.
- Expanding warm hand-off programs to ensure individuals in crisis transition seamlessly to long-term care and recovery services.
- Offering specialized treatment services for justice-involved individuals to prevent recidivism related to opioid use.
- Supporting data collection and research to evaluate the impact of opioid abatement initiatives in the region.

### New Program or Existing\*

Is the funding intended for a new program or to expand an existing program?

A new program for your region.

### Fiscal Information

### Requested Amount\*

\$1,137,023.00

### **Program Budget\***

How will the funds be allocated? Attach a detailed line item budget breakdown for the program. If the funds are intended for a multi-year program please specify the amount budgeted for each year.

Opioid Abatement Trust Budget.xlsx

### Source of Funding\*

Does the program currently receive funding from another source? If yes, please explain in detail. (i.e. amount, funding source, etc.)

Grant funding is intended for the creation or expansion of opioid prevention, treatment, and recovery projects. The money is **NOT** meant to replace or supplant existing funding.

Crisis stabilization services in Montana currently receive Medicaid reimbursement at a rate of \$400.88 per person per day. Glacier House, our 4-bed crisis stabilization facility, operates under this reimbursement structure. However, this rate alone is insufficient to cover all operational costs and sustain the high-quality care needed in our community. The unpredictable nature of crisis services, coupled with the need to maintain staffing and resources even during periods of lower occupancy, necessitates supplemental funding beyond the Medicaid reimbursement rate. This grant application seeks additional funding to address these critical gaps, ensuring the sustainability of our current services and enabling the potential expansion of crisis stabilization capacity in our community. The requested funds will not replace existing Medicaid reimbursements but will complement them to create a more robust and responsive crisis stabilization program.

### Do you have a Fiscal Agent\*

No

### Program Abstract

### Program Description\*

Describe the objectives of this project. Provide a detailed overview of the program, including its purpose, priorities & objectives, and intended results.

The Crisis Stabilization Center will function as a dedicated facility where individuals experiencing opioid-related crises can receive immediate medical and mental health stabilization. By offering a structured alternative to emergency departments and jails, the center aims to significantly reduce hospital admissions and incarcerations related to opioid use. The facility will serve as a crucial bridge, transitioning individuals from acute crisis to appropriate long-term treatment programs.

### Specific Goals\*

What are the specific goals of the program? List several goals the program hopes to accomplish and how the program intends to meet these goals.

Establish a state-of-the-art crisis stabilization center in Flathead County to provide immediate intervention services.

Achieve a 30% reduction in opioid-related hospital admissions and incarcerations within the first year of operation.

Enhance access to MAT, mental health treatment, and recovery support services

Forge robust partnerships with local hospitals, law enforcement agencies, and community organizations to create a comprehensive care network.

Implement a rigorous data collection and analysis system to track performance metrics, evaluate program effectiveness, and measure community impact.

### **Evaluation Method\***

Describe how you plan to evaluate the effectiveness of the program and what the method for evaluation will be. Tracking readmission rates for repeat clients, aiming for a decrease over time.

Monitoring the number of emergency department diversions attributed to the center.

Analyzing referrals from law enforcement and mobile crisis units to measure community integration.

Evaluating utilization rates and treatment completion statistics to assess program efficacy.

Conducting regular community and partner feedback surveys and data-driven analysis of program outcomes.

### Data Source\*

What information are you going to collect or use to demonstrate you have accomplished your goals? We will implement a comprehensive data collection strategy, including:

Detailed client intake and outcome data

Emergency room and jail diversion statistics

Referral tracking for long-term treatment programs

Utilization and completion rates of recovery programs

Longitudinal studies on client outcomes post-intervention

### Awareness\*

How do you plan to create awareness of this program? Briefly describe what action the program plans to take to create awareness in the community.

To maximize the center's impact, we will implement a multi-pronged awareness campaign:

Targeted community outreach through healthcare providers, emphasizing the center's role in the continuum of care.

Collaborative initiatives with law enforcement to facilitate direct referrals and interventions.

Public education campaigns highlighting opioid crisis intervention resources, utilizing various media channels.

Strategic partnerships with social services and community-based organizations to increase referrals and create a robust support network.

### Additional Documents

### Tax Exempt Organization\*

By clicking this box you are confirming the applying organization is a tax exempt organization.

Yes

### Tax Exempt Determination Letter\*

Please upload a copy of the Organization 501(C)(3) Tax Exempt Determination Letter.

WMMHC 501c3 IRS Letter.pdf

Use this section to upload or explain any additional information regarding the program/organization. ie. a detailed budget projection, program/organization history, etc.

### Upload #1

Montana Opioid Abatement Proposal.pdf

### Upload #2

Certificate of Insurance.pdf

### Upload #3

WMMHC Articles of Incorporation.pdf

### **Additional Information**

### File Attachment Summary

### Applicant File Uploads

- Opioid Abatement Trust Budget.xlsx
- WMMHC 501c3 IRS Letter.pdf
- Montana Opioid Abatement Proposal.pdf
- Certificate of Insurance.pdf
- WMMHC Articles of Incorporation.pdf

# Flathead Opioid Intervention through Crisis Stabalization

### PROGRAM BUDGET

		YEAR 1	YEAR 2	YEAR 3	
1	Salaries and Wages	\$ 277,784.00	\$ 286,117.00	\$	286,117.00
2	Employee Fringe	\$ 83,335.00	\$ 85,835.00	\$	85,835.00
6 1	Travel (e.g., mileage, vehicle operating costs, client transport, staff transport time)	\$ 2,000.00	\$ 2,000.00	\$	2,000.00
	Community Outreach	\$ 2,000.00	\$ 2,000.00	\$	2,000.00
8	Start Up Cost Supplementation	\$ 20,000.00	\$ -		
13	GRAND TOTAL EXPENSES	\$ 385,119.00	\$ 375,952.00	\$	375,952.00

### Internal Revenue Service

Date: September 23, 2003

Western Montana Mental Health Center T9 Fort Missoula Missoula, MT 59804 Department of the Treasury P.O. Box 2508 Cincinnati, OH 45201

Person to Contact:

S. Katherine Converse 31-07823 Customer Service Specialist

Toll Free Telephone Number:

8:00 A.M. to 6:30 P.M. EST 877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

81-0307814

**Group Exemption Number:** 

9499

### Dear Sir or Madam:

This is in response to your request of September 23, 2003 regarding a copy of your organization's group exemption letter.

In June 1994 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list your organization submitted as exempt from federal income tax under section 501(c)(3) of the Code. Additionally, we have classified the subordinates your organization operates, supervises, or controls, and which are covered by written notification to us, as organizations that are not private foundations because they are organizations of the type described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code.

Donors may deduct contributions to your organization's subordinates as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to the subordinates or for their use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization and its subordinates are required to file Form 990, Return of Organization Exempt from Income Tax, only if the gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

Your organization and its subordinates are not required to file federal income tax returns unless subject to the tax on unrelated business income under section 511 of the Code. If subject to this tax, the organization must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization or its subordinates' present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Western Montana Mental Health Center 81-0307814

Unless specifically excepted, your organization and its subordinates are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each of its employees during a calendar year. Your organization and its subordinates are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Each year, at least 90 days before the end of your organization's annual accounting period, please send the following items to the Internal Revenue Service Center at the address shown below:

在一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是

- A statement describing any changes during the year in the purposes, character, or method of operation of your organization's subordinates;
- 2. A list showing the names, mailing addresses (including Postal Zip Codes), actual addresses if different, and employer identification numbers of subordinates that:
  - a. Changed names or addresses;
  - b. Were deleted from the roster; or
  - c. Were added to the roster.
- For subordinates to be added, attach:
  - A statement that the information on which your organization's present group exemption letter is based applies to the new subordinates;
  - A statement that each has given your organization written authorization to add its name to the roster;
  - A list of those to which the Service previously issued exemption rulings or determination letters;
  - A statement that none of the subordinates is a private foundation as defined in section 509(a) of the Code if the group exemption letter covers organizations described in section 501(c)(3);
  - e. The street address of subordinates where the mailing address is a P.O. Box; and

Western Montana Mental Health Center 81-0307814

- f. The information required by Revenue Procedure 75-50, 1975-2 C.B. 587 for each subordinate that is a school claiming exemption under section 501(c)(3). Also include any other information necessary to establish that the school is complying with the requirements of Revenue Ruling 71-447, 1971-2 C.B. 230. This is the same information required by Schedule A, Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.
- If applicable, a statement that your organization's group exemption roster did not change since the previous report.

The above information should be sent to the following address:

Internal Revenue Service Center Attn: Entity Control Unit Ogden, UT 84409

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

John E. Ricketts, Director, TE/GE Customer Account Services

是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们 一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就是一个时间,我们就



# Montana Opioid Abatement Grant Proposal

Crisis Stabilizations Centers for OUD and Co-occuring Conditions

Flathead Glacier Abatement Area

# Introduction and Background

### Overview od Opioid Crisis and Impact in Montana

- Montana has experienced a significant increase in opioid-related overdoses and deaths.
- ▶ Rural areas face challenges in accessing timely and adequate treatment.
- ▶ The crisis impacts families, workplaces, and community health systems.

### Need For Crisis Stabilization Centers in Opioid Use Disorder

- Many individuals with opioid use disorder (OUD) or after an overdose lack immediate intervention options for stabilization.
- Crisis stabilization centers provide a safe, short-term space for individuals in crisis who poses a risk of imminent harm to themselves or others or engage in self destructive behaviors.
- ► Crisis stabilization can help bridge the gap between emergency intervention and long-term treatment.

### ► Current Gaps in Emergency and Correctional Facility based Interventions

- ▶ Emergency Rooms (ER) often lack specialized addiction treatment services and resources
- ▶ Jails are not always equipped to provide a safe space for direct support after self destructive behaviors related to substance abuse.
- Many Individuals cycle through the ER and criminal justice system without receiving follow up or proper care in substance abuse

# **Project Overview**

- Establish a Crisis Stabilization Center ( Reopen Glacier House)
  - ▶ 3-4 person occupancy
- ▶ Provide immediate, short term stabilization to those recently experiencing substance abuse related overdose not needing withdrawal treatment.
- Reduce ER/ jail admission or decrease length of stay in ER



# Objectives

- Re-open Glacier House in Flathead County
- ▶ Provide short-term crisis care until higher-level treatment is available
- Reduce hospital and jail admissions
- ▶ Improve access to long-term treatment and community support
- Track key performance metrics

# **Target Population**

- Individuals experiencing recent opioid overdoses who have been evaluated medically
- ► Those with OUD and co-occurring conditions
- Individuals in acute crisis who need stabilization

### Referral Sources

- Pathways
- Logan Health (Hospitals)
- County Jails
- Montana State Hospital
- Mobile Crisis Unit
- Mobile Support Unit
- Law Enforcement Agencies

# Program Design and Services

- ► 24/7 Crisis Stabilization
  - ▶ Immediate intervention to prevent hospitalizations and jail admissions
- Comprehensive Assessments
  - ► Chemical dependency and mental health evaluations
- Medication Assisted Treatment and Referral
  - Buprenorphine
- Referral to Case Management & Peer Support
  - ► Long term treatment navigation
- Collaboration with Community Partners
  - Strengthening referral pathways

### **Evaluation Methods**

- Readmission rates for repeat clients within the crisis program
- Number of emergency room referrals prevented
- Number of referrals from mobile crisis units and law enforcement
- ▶ Utilization rate of crisis stabilization services
- Referrals to community-based treatment programs
- Completion rates for treatment referrals

# Sustainability Plan

- Funding through state and Federal sources
- ► Insurance reimbursement for eligiable services
- Ongoing Commuity Partnerships
- Regular Performance Evaluation

## Conclusion

- Crisis stabilization centers create a safety net for individuals in crisis
- ▶ Reduces burden on hospital admissions and law enforcement
- Aligns with Montana Opioid Abatement Grant's mission

KLBURT

### ACORD°

### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 2/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

th	is certificate does not confer rights to	the	cert	ificate holder in lieu of su							
PRO	DUCER				CONTA NAME:	СТ					
Helena Office			PHONE (A/C, No, Ext): (406) 442-5360 FAX (A/C, No):								
Mar	sh McLennan Agency LLC . Box 6127				E-MAIL ADDRE	5, EXI). ( 100)			(A/C, NO).		
	ena, MT 59604				ADDRE						
	,						•	RDING COVERAGE			NAIC#
					INSURE	R A : Philade	elphia Inden	nnity Insuran	ce Comp	any	18058
INSU	IRED				INSURE	RB:					
	Western Montana Mental Hea	INSURER C:									
	1321 Wyoming St				INSURE	RD:					
	Missoula, MT 59801-1725				INSURE	RE:					
					INSURE	RF:					
CO	VERAGES CER	TIFIC	CATE	E NUMBER:				REVISION NU	MBER:		
	HIS IS TO CERTIFY THAT THE POLICIE		_	-	HAVF B	FEN ISSUED				HE POI	ICY PERIOD
IN	IDICATED. NOTWITHSTANDING ANY RI	EQUI	REMI	ENT, TERM OR CONDITION	N OF A	NY CONTRA	CT OR OTHER	R DOCUMENT WI	TH RESPE	CT TO	WHICH THIS
	ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH F							ED HEREIN IS S	SUBJECT T	O ALL	THE TERMS,
INSR			SUBR WVD		DLLINI	POLICY EFF	POLICY EXP				
LTR A	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		LIMIT		1,000,000
^				DUDI(050004 004		0/4/0004	0///0005	DAMAGE TO REN		\$	100,000
	X CLAIMS-MADE OCCUR  X Retro 8/1/2020	X		PHPK2586334-001		8/1/2024	8/1/2025	PREMISES (Ea occ	currence)	\$	5,000
	χ Retro 8/1/2020							MED EXP (Any one	person)	\$	
								PERSONAL & ADV	INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$	3,000,000
	POLICY PRO- LOC							PRODUCTS - COM	IP/OP AGG	\$	3,000,000
	OTHER:									\$	
Α	AUTOMOBILE LIABILITY							COMBINED SINGL (Ea accident)	E LIMIT	\$	1,000,000
	X ANY AUTO	Χ		PHPK2586334-001		8/1/2024	8/1/2025	BODILY INJURY (P	er person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS	^						BODILY INJURY (P		\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMA (Per accident)		\$	
	AUTOS ONLY AUTOS ONLY							(Fer accident)			
	UMBRELLA LIAB OCCUR									\$	
	EXCESS LIAB CLAIMS-MADE							EACH OCCURREN	ICE	\$	
								AGGREGATE		\$	
	DED RETENTION \$							PER	OTH-	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							STATUTE	ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDE	:NT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA	EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - PO	LICY LIMIT	\$	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (	ACORE	0 101, Additional Remarks Schedu	le, may b	e attached if mor	re space is requir	ed)			
		ured	per (	General Liability Deluxe Hu	ıman S	ervices Endo	rsement PI-G	LD-HS			
CE	RTIFICATE HOLDER				CANO	ELLATION					
					eno	III D ANV OF .	THE ABOVE D	ESCOIDED DOLL	CIEC BE C	A NICEL I	ED BEFORE
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remark State of Montana is named as additional insured per General Liability De Contract Number PHH21-0306R-U DPHHS 21-102-74258-0  CERTIFICATE HOLDER  State of Montana Procurement Bureau; State of Montana 125 North Roberts Mitchell Building, Room 165 P.O. Box 200135				u; State of Montana							
		AUTHORIZED REPRESENTATIVE									

ACORD 25 (2016/03)

Helena, MT 59620

© 1988-2015 ACORD CORPORATION. All rights reserved.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #		
Extended Property Damage	Included	2		
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2		
Non-Owned Watercraft	Less than 58 feet	2		
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2		
Damage to Premises Rented to You	\$1,000,000	3		
HIPAA	Clarification	4		
Medical Payments	\$20,000	5		
Medical Payments – Extended Reporting Period	3 years	5		
Athletic Activities	Amended	5		
Supplementary Payments – Bail Bonds	\$5,000	5		
Supplementary Payment – Loss of Earnings	\$1,000 per day	5		
Employee Indemnification Defense Coverage	\$25,000	5		
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6		
Additional Insured – Newly Acquired Time Period	Amended	6		
Additional Insured – Medical Directors and Administrators	Included	7		
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7		
Additional Insured – Broadened Named Insured	Included	7		
Additional Insured – Funding Source	Included	7		
Additional Insured – Home Care Providers	Included	7		
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7		
Additional Insured – Lessor of Leased Equipment	Included	7		
Additional Insured – Grantor of Permits	Included	8		
Additional Insured – Vendor	Included	8		
Additional Insured – Franchisor	Included	9		
Additional Insured – When Required by Contract	Included	9		
Additional Insured – Owners, Lessees, or Contractors	Included	9		
Additional Insured – State or Political Subdivisions	Included	10		

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

### A. Extended Property Damage

**SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

### a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### **B.** Limited Rental Lease Agreement Contractual Liability

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

### C. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

### D. Damage to Property You Own, Rent or Occupy

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

**LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

### E. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

**b. SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

**c. SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner:

**3.** The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- **a.** \$1,000,000; or
- **b.** The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

#### F. HIPAA

### SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

### b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

#### c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

### d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

- 3. SECTION V DEFINITIONS is amended to include the following additional definitions:
  - **a.** "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
  - **b.** "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
  - **c.** "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

### G. Medical Payments - Limit Increased to \$20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

- The Medical Expense Limit is changed subject to all of the terms of SECTION III LIMITS OF INSURANCE to the greater of:
  - **a.** \$20,000; or
  - **b.** The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident.

#### H. Athletic Activities

**SECTION I – COVERAGES**, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

#### e. Athletic Activities

To a person injured while taking part in athletics.

#### I. Supplementary Payments

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

- **1. b.** is deleted in its entirety and replaced by the following:
- b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- **1.d.** is deleted in its entirety and replaced by the following:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

### J. Employee Indemnification Defense Coverage

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

### K. Key and Lock Replacement - Janitorial Services Client Coverage

### **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- **a.** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- **b.** "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - **(b)** To meet seasonal or short-term workload conditions:

while that person is subject to your direction and control and performing services for you.

- (3) "Employee" does not mean:
  - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - **(b)** Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- **c.** "Manager" means a person serving in a directorial capacity for a limited liability company.

#### L. Additional Insureds

#### SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

- **a.** Coverage under this provision is afforded until the end of the policy period.
- **2.** Each of the following is also an insured:
  - a. Medical Directors and Administrators Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- **d.** Funding Source Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. Home Care Providers At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. Managers, Landlords, or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- **(2)** Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits –** Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - **(b)** Any express warranty unauthorized by you:
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - **(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - **(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- **(g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- **j. Franchisor** Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- I. Owners, Lessees or Contractors Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- m. State or Political Subdivisions Any state or political subdivision as required, subject to the following provisions:
  - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
  - (2) This insurance does not apply to:
    - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
    - **(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- M. Duties in the Event of Occurrence, Claim or Suit

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- N. Unintentional Failure To Disclose Hazards

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

### Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

#### P. Liberalization

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

### Q. Bodily Injury - Mental Anguish

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- **a.** Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- **b.** Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

### R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- **1. SECTION V DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:
  - b. Malicious prosecution or abuse of process;
- 2. SECTION V DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- **a.** Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- **b.** Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured:

- **c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- **d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

### ARTICLES OF INCORPORATION

OF

WESTERN MONTANA REGIONAL COMMUNITY MENTAL HEALTH CENTER, INC.

### KNOW ALL MEN BY THESE PRESENTS:

That the undersigned natural person of the age of twenty-one (21) years or more, acting as incorporator of a corporation under the Montana Business Corporation Act (non-profit) adopts the following Articles of Incorporation for said corporation:

FIRST: The name of the corporation is WESTERN MONTANA REGIONAL COMMUNITY MENTAL HEALTH CENTER, INC.

SECOND: The duration of said corporation is perpetual.

THIRD: The nature and purposes of the corporation are as follows:

- A. To work with and through health, education welfare, vocational, legislative, child development centers and other groups and individuals to promote optimum mental health and well being of residents, both adult and minor, of Western Montana.
- B. To develop aggressive, effective, creative programs and disseminate up-to-date information relative to mental health, child development, education, welfare, vocational and other items essential to the mental health and development of Western Montana.
- C. Raise funds by membership, subscription or otherwise for the above-named purposes and grant commensurate rights and privileges to members and or subscribers.
- D. To acquire, own, buy, sell, lease, mortgage or otherwise manage real property suitable for the above-stated purposes and in general to take all steps not prohibited by law to effectuate the general lawful activities of said corporation.

FOURTH: The address of the initial registered office of this corporation is: Fort Missoula, Missoula, Montana 59801, and the name of its initial registered agent at said address is G. Clark Anderson.

FIFTH: The number of directors constituting the initial board of directors of the corporation is six (6). The names and addresses of the persons who are to serve as directors until a selection of successors are as follows:

Jim Morey

County Commissioners Office Lincoln County Court House

Libby, Montana 59923

Ed Spannuth

County Commissioners Office Ravalli County Court House Hamilton, Montana 59840

Bill Burley

Ronan, Montana 59864

Dick Ostergren

County Commissioners Office Missoula County Court House Missoula, Montana 59801

Joe DeLong

County Commissioners Office Flathead County Court House Kalispell, Montaga 59901

Hank Gill

County Commissioners Office Sanders County Courthouse Thompson Falls, Montana 59873

SIXTH: This corporation does not comtemplate the distribution of gains, profits or dividends to its members and is organized for non-profit purposes. No part of any funds of the corporation, grants or gifts to the corporation or income therefrom shall be expended for other than the purposes set forth in the Articles of Association or the administration thereof.

SEVENTH: In the event of the dissolution or winding up of this corporation, after paying or adequately providing for the debts or obligations of this corporation, the directors or persons in charge of liquidation shall grant, convey, assign and transfer the remaining assets of this corporation unto:

- A. A state or political subdivision thereof or to the United States to be used exclusively for public purposes.
- B. A comporation trust, community chest fund or foundation created or organized in the United States or in any possession thereof or under the laws of the United States or any state or territory of the District of Columbia or any possession of the United States.
- C. Organized and operated exclusively for religious, charitable, scientific, literary or educational purposes.
- D. No part of the earnings shall enter into the benefit of any private shareholder or individual by reason of stock or membership interests.
- E. No substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation.

The assets transferred to any organization listed above shall be used within the United States or any of its possessions exclusively for the purposes of this corporation as closely as possible.

EIGHTH: This corporation is organized without any shares of capital stock and no officer, nor member, nor board of directors shall ever participate in or permit the corporation to participate in any of the transactions referred to in Section 503 of the Internal Revenue Code as "prohibited transaction."

NINTH: The name and address of the incorporator of this incorporation is G. Clark Anderson, Western Montana Regional Community Mental Health Center, Fort Missoula, Missoula, Montana 59801.

DATED this 18 day of June, 1975.

G. Clark Anderson Incorporator

### ARTICLES OF AMENDMENT CHANGING NAME OF NON-PROFIT CORPORATION

WHEREAS, the Western Montana Regional Community Mental Health Center, Inc. is a Montana non-profit corporation in good standing and was incorporated pursuant to Articles of Incorporation dated June 18, 1975; and

WHEREAS, said corporation desires to amend the name of the corporation to Western Montana Mental Health Center; and

WHEREAS, a quorum of the Board of Directors of said corporation met at a regularly scheduled meeting on September 17, 1993, and unanimously adopted a proposal to change the name of said corporation to Western Montana Mental Health Center by unanimous vote of a quorum of directors in attendance at said meeting, and approval by any other members of the corporation was not required; and

WHEREAS, said Western Montana Regional Community Mental Health Center, Inc. desires or requests by this Amendment no other changes in its existing Articles of Incorporation.

NOW THEREFORE, these Articles of Amendment are approved and adopted for filing with the Montana Secretary of State for the purpose of amending and changing the name of this corporation to Western Montana Mental Health Center.

Dated this 19 day November, 1993.

WESTERN MONTANA REGIONAL COMMUNITY MENTAL HEALTH CENTER, INC.

Howard Gipe

Chairman of Board of Directors