

CONTRACT AMENDMENT
CONTRACT 12-058-MWP
Dental Services-MWP

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 **Jim Hicks, DDS** (CONTRACTOR) 255 Cirque Dr., Bozeman, MT 59718 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of May 11, 2012 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2018 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**):

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide on-site dental services to female inmates housed at the Montana Women's Prison in Billings, ~~as well as~~ on-site dental services at Passages as referenced in MOU15-Passages Dental, and services one day per month at Pine Hills Youth Correctional Facility in Miles City, MT.

3. COMPENSATION/BILLING

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

- A. **Dental** services will be compensated on an hourly basis, including travel time, at the rate of one hundred twenty and 00/100 dollars (**\$120.00**) per hour – **not to exceed \$89,840 annually**.
- B. Services provided by CONTRACTOR'S **two dental assistants** will be compensated on an hourly basis at the rate of:
 - a. Dental Assistant 1-~~Sixteen and 45/100 (\$16.45)~~ Nineteen and 00/100 (\$19.00) per hour including travel time – **not to exceed \$16,989 \$25,000 annually**.
 - b. Dental Assistant 2-~~Eleven and 52/100 (\$11.52)~~ Nineteen and 00/100 (\$19.00) per hour including travel time – **not to exceed \$9,584 \$15,000 annually**.
- C. No Changes
- D. ~~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.~~

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

DEPARTMENT

DocuSigned by:
Connie Winner
ABDE2DE1207948A

Connie Winner, Administrator
Clinical Services Division

10/18/2017

Date

CONTRACTOR

DocuSigned by:
Jim Hicks
1BBAB00694AC2E4

Jim Hicks, DDS

Date

Reviewed for Legal Content by:

DocuSigned by:
Colleen Ambrose
FFF688078013447...

Legal Counsel
Department of Corrections

10/16/2017

Date

CONTRACT AMENDMENT
CONTRACT 12-058-MWP
Dental Services-MWP

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 **Jim Hicks, DDS** (CONTRACTOR) 1300 N Montana Ave, Helena, MT, 59601 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of May 11, 2012 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 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**):

5. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature. This Contract shall expire on **June 30, ~~2017~~ 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 June 30, 2017, 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.

DEPARTMENT

Connie Winner
Connie Winner, Administrator
Clinical Services Division

6-19-17
Date

CONTRACTOR

JAH DDS
Jim Hicks, DDS

7-19-17
Date

Reviewed for Legal Content by:

Colleen Ambrose
Legal Counsel
Department of Corrections

6/7/17
Date

CONTRACT AMENDMENT
CONTRACT 12-058-MWP
Dental Services-MWP

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 **Jim Hicks, DDS** (CONTRACTOR) 1300 N Montana Ave, Helena, MT, 59601 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of May 11, 2012 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 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 **June 30, ~~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 June 30, 2017, 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. No changes.

B. ~~Holly Adams~~ Tonya Dempster (406-247-~~5135~~ 5105) 701 S 27th Street, Billings MT 59101 or successor serves as DEPARTMENT'S liaison for **on-site services and scheduling** issues.

C.-D. No changes

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

DEPARTMENT

Connie Winner
Connie Winner, Administrator
Clinical Services Division

5-20-16
Date

CONTRACTOR

Jim Hicks, DDS
Jim Hicks, DDS

6-21-16
Date

Reviewed for Legal Content by:

Colleen Ambrose
Legal Counsel
Department of Corrections

5/5/16
Date

CONTRACT AMENDMENT
CONTRACT 12-058-MWP
Dental Services-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 Jim Hicks, DDS (CONTRACTOR) 1300 N Montana Ave, Helena, MT, 59601 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of May 11, 2012 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 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):

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide on-site dental services to female inmates housed at the Montana Women's Prison in Billings, as well as on-site dental services at Passages as referenced in MOU15-Passages Dental.

3. COMPENSATION/BILLING

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

A.-C. No changes

D. CONTRACTOR will document the hours worked at Montana Women's Prison for the dentist, dental assistant and dental hygienist, along with a list of inmates who received services, their names, date of service, and services provided. The record of hours worked and services provided will be forwarded to the MT, DOC Clinical Services Division, Central Office with the monthly Invoice.

E.-G. No changes

5. TIME OF PERFORMANCE

~~This Contract shall take effect upon receipt of final contract signature and shall terminate on June 30, 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 June 30, 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 June 30, 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.

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

DEPARTMENT

Connie Winner
Connie Winner, Administrator
Clinical Services Division

6.24.15
Date

CONTRACTOR

Jim Hicks, DDS
Jim Hicks, DDS

6.30.15
Date

Reviewed for Legal Content by:

Colleen E. Ambrose
Legal Counsel
Department of Corrections

6-25-15
Date

CONTRACT AMENDMENT
CONTRACT 12-058-MWP
Dental Services-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 **Jim Hicks, DDS** (CONTRACTOR) 1300 N Montana Ave, Helena, MT, 59601 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of May 11, 2012 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 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 receipt of final contract signature and shall terminate on June 30, ~~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. Daniel W Hash, DMD, Director, Dental Services, 400 Conley Lake Road, Deer Lodge MT 59722 (406-846-1320, Ext. 2428) or successor serves as DEPARTMENT'S liaison for **contract** issues.
- B. ~~Betty Hansen~~ Holly Adams (406-247-~~5100~~ 5135) 701 S 27th Street, Billings MT 59101 or successor serves as DEPARTMENT'S liaison for **on-site services and scheduling** issues.
- C. Jim Hicks, DDS, 255 Cirque Dr. Bozeman, MT 59718 (406-451-9880, 406-449-1300) or designee serves as CONTRACTOR'S liaison.
- D. 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

Connie Winner

Connie Winner, Administrator
Clinical Services Division

6-17-14

Date

CONTRACTOR

Jim Hicks

Jim Hicks, DDS

6-30-14

Date

Reviewed for Legal Content by:

Colleen Ambrose

Legal Counsel
Department of Corrections

6-5-14

Date

**CONTRACT AMENDMENT
CONTRACT 12-058-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 **Jim Hicks, DDS** (CONTRACTOR) 255 Cirque Dr. Bozeman, MT, 59718 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of May 11, 2012 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 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**):

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide on-site dental services to female inmates housed at the Montana Women's Prison in Billings. Services shall include, but are not necessarily limited to, the following:

A.-H. No Changes

I. Services will be provided [on-site] at the Montana Women's Prison, up to (16) sixteen hours per week - on days mutually agreed upon by CONTRACTOR and DEPARTMENT Liaison. The dental assistants, employed by Dr. Jim Hicks, will be expected to arrive ½ hour prior to the dentist arriving and stay up to ½ hour after the dentist completes his scheduled appointments. One of the two dental assistants will work up to three and one half (3½) hours per week prior to the clinical treatment days, for administrative tasks. A dental hygienist, employed by Dr. Jim Hicks, will be expected to work up to two (2) eight and ½ (8 ½) hour days per month. Business hours will be from 7:00 a.m. to 5:00 p.m. The specific schedule will be determined by mutual agreement of CONTRACTOR and MWP liaison.

3. COMPENSATION/BILLING

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

A. **Dental** services will be compensated on an hourly basis at the rate of one hundred twenty and 00/100 dollars (**\$120.00**) per hour – **not to exceed ~~\$99,840~~ \$89,840 annually.**

B. Services provided by CONTRACTOR'S **two dental assistants** will be compensated on an hourly basis at the rate of:

a. Dental Assistant 1-Sixteen and 45/100 (\$16.45) per hour – not to exceed ~~\$15,989~~ \$16,989 annually.

b. Dental Assistant 2-Eleven and 52/100 (\$11.52) per hour – not to exceed \$9,584 annually.

C.-G. No Changes

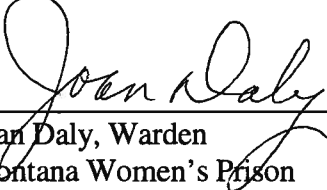
5. TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final contract signature and shall terminate on June 30, ~~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

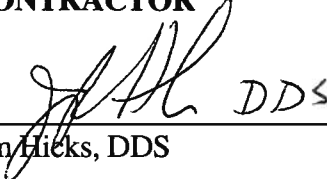


Joan Daly, Warden
Montana Women's Prison

8/5/13

Date

CONTRACTOR




Jim Hicks, DDS

8-8-13

Date

Reviewed for Legal Content by:



Legal Counsel
Department of Corrections

8/11/13

Date

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **Jim Hicks, DDS (CONTRACTOR)** enter into this Contract (**12-058-MWP**). The party's 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

Jim Hicks Family Dentistry
255 Cirque Dr.
Bozeman, MT, 59718

406-449-1300

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

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide on-site dental services to female inmates housed at the Montana Women's Prison in Billings. Services shall include, but are not necessarily limited to, the following:

- A. **EXAMINATIONS** – CONTRACTOR agrees to provide dental examinations, triaged treatment plans and radiographs, as indicated.
- B. **TREATMENT** – CONTRACTOR will provide dental treatment intended to obtain the following results:
 - 1. Relief of pain.
 - 2. Elimination of dental and oral emergencies.
 - 3. Bring about a condition of health in oral soft and hard tissues.
 - 4. Stabilization or elimination of periodontal disease.
- C. **PROCEDURES** – CONTRACTOR will provide the following dental services/appliances, when authorized:
 - 1. Extractions and minor oral surgery.
 - 2. Endodontic treatment (root canals).
 - 3. Construction of full and partial dentures.
 - 4. Amalgams and composite restorations.
 - 5. Cleaning of teeth, including scaling and root planing, as needed, and oral hygiene instruction.
 - 6. Stainless steel crowns.
 - 7. Periodontal services.
- D. CONTRACTOR will provide dental treatment in accordance with guidelines set forth by the DEPARTMENT in **ANNEX 1** (Montana Women's Prison – Dental Services) & **ANNEX 2** (MT DOC Guide to the Dental Chart).
- E. CONTRACTOR will ensure all OSHA regulations and Infection Control guidelines (**ANNEX 3**) are followed by all MWP dental staff working at Montana Women's Prison.

- F. CONTRACTOR may engage the services of appropriate specialists, if dentally indicated and, only if authorized by the DEPARTMENT Dental Director.
- G. CONTRACTOR will provide emergency dental services-as required.
- H. Partial dentures will be constructed utilizing metal bases or, when indicated, acrylic bases.
- I. Services will be provided [on-site] at the Montana Women's Prison, up to (16) sixteen hours per week - on days mutually agreed upon by CONTRACTOR and DEPARTMENT Liaison. The dental assistant, employed by Dr. Jim Hicks, will be expected to arrive ½ hour prior to the dentist arriving and stay up to ½ hour after the dentist completes his scheduled appointments. A dental hygienist, employed by Dr. Jim Hicks, will be expected to work up to two (2) eight and ½ (8 ½) hour days per month. Business hours will be from 7:00 a.m. to 5:00 p.m. The specific schedule will be determined by mutual agreement of CONTRACTOR and MWP liaison.

3. COMPENSATION/BILLING

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

- A. **Dental** services will be compensated on an hourly basis at the rate of one hundred twenty and 00/100 dollars (**\$120.00**) per hour – **not to exceed \$99,840 annually.**
- B. Services provided by CONTRACTOR'S **dental assistant** will be compensated on an hourly basis at the rate of sixteen and 45/100 (**\$16.45**) per hour – **not to exceed \$15,989 annually.**
- C. Services provided by CONTRACTOR'S **dental hygienist** will be compensated on an hourly basis at the rate of thirty eight and 06/100 dollars (**\$38.06**) per hour – **not to exceed \$7,764 annually.**
- D. CONTRACTOR will document the hours worked at Montana Women's Prison for the dentist, dental assistant and dental hygienist. The record of hours worked will be forwarded to the MT, DOC Dental Director with the monthly Invoice.
- E. DEPARTMENT may withhold payment to CONTRACTOR for failure to perform in accordance with the terms and conditions of this Contract.
- F. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract. Invoices shall be submitted to the DEPARTMENT liaison.
- G. Both parties agree that this Contract will be reviewed approximately 90 days after the start of service to mutually determine the appropriate amount of care necessary to adequately meet the needs of the Department. The Contract will be amended to reflect the agreed upon changes. This review process will continue, as necessary, until the dental needs of the inmates are appropriately addressed with the hours of service provided by CONTRACTOR.

4. AGENCY ASSISTANCE

The parties recognize that services provided to DEPARTMENT will occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities, supplies and equipment including, but not limited to, access to inmate records, workspace within the correctional facility, and telephone service.

5. TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final contract signature and shall terminate on June 30, 2013, 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 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. Daniel W Hash, DMD, Director, Dental Services, 400 Conley Lake Road, Deer Lodge MT 59722 (406-846-1320, Ext. 2428) or successor serves as DEPARTMENT'S liaison for **contract** issues.
- B. Betty Hansen (406-247-5100) 701 S 27th Street, Billings MT 59101 or successor serves as DEPARTMENT'S liaison for **on-site services and scheduling** issues.
- C. Jim Hicks, DDS, 255 Cirque Dr. Bozeman, MT 59718 (406-451-9880, 406-449-1300) or designee serves as CONTRACTOR'S liaison.
- D. 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, dental charts, 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 and Facilities Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. HOLD HARMLESS AND INDEMNIFICATION

- A. CONTRACTOR agrees that they are financially responsible (liable) for any audit exceptions or other financial loss to DEPARTMENT due to the negligence, intentional acts, or failure for any reason to comply with terms of this Contract.

- B. CONTRACTOR agrees to protect, defend, and save DEPARTMENT, its elected and appointed officials, agents and employees, while acting with the scope of their duties as such, harmless from and against all claims, demands, and 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, subcontractors, or representatives. Nothing herein shall be construed as an agreement by CONTRACTOR to release, indemnify and hold harmless DEPARTMENT, its officials, agents, or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of CONTRACTOR.

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 Automobile Liability:** CONTRACTOR shall purchase and maintain personal liability coverage in accordance with Montana Statute.
- C. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$500,000.00 per occurrence and \$1,000,000.00 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 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 terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- 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. 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.

18. 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.

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.

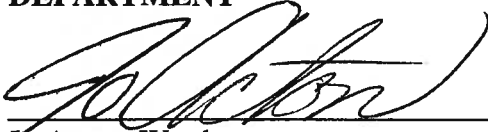
23. COMPLETED CONTRACT

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 59601.

SIGNATURE

DEPARTMENT

CONTRACTOR



Jo Acton, Warden
Montana Women's Prison

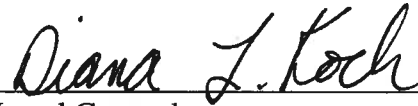


Jim Hicks, DDS

5-1-2012
Date

5-11-12
Date

Approved for Legal Content by:



Legal Counsel
Department of Corrections

4-24-12
Date

REFERENCED ATTACHMENTS

ANNEX 1

MONTANA WOMEN'S PRISON – DENTAL SERVICES

Hard copy only – not included as an electronic attachment.

ANNEX 2

MT DOC GUIDE TO THE DENTAL CHART

Hard copy only – not included as an electronic attachment.

ANNEX 3

OSHA REGULATIONS AND INFECTION CONTROL GUIDELINES

Hard copy only – not included as an electronic attachment.