

**CONTRACT AMENDMENT**  
**CONTRACT 13-039-ACCD**  
**Mental Health Services**

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 **Kathleen Wagner, LCSW**, Psychotherapy Services, PLLC (CONTRACTOR) 820 Division Street, Billings, MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of June 5, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on May 31, 2017 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):


**5. TIME OF PERFORMANCE**

This Contract shall take effect upon final contract signature. This Contract shall expire on May 31, ~~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 May 31, 2018, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

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

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

**DEPARTMENT**

  
\_\_\_\_\_  
Kevin Olson  
Probation and Parole Division Administrator


5/4/17  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Kathleen Wagner, LCSW

5-8-17  
\_\_\_\_\_  
Date

Reviewed for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

4/25/17  
\_\_\_\_\_  
Date

**CONTRACT AMENDMENT**  
**CONTRACT 13-039-ACCD**  
**Mental Health Services**

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 **Kathleen Wagner, LCSW**, Psychotherapy Services, PLLC (CONTRACTOR) 820 Division Street, Billings, MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of June 5, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on May 31, 2016 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

**5. TIME OF PERFORMANCE**

This Contract shall take effect upon final contract signature. This Contract shall expire on May 31, ~~2016~~ 2017, unless either party provides a written notice of cancelation at least 30 days prior. In the event neither party provides a written notice of cancelation 30 days prior to May 31, 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**.

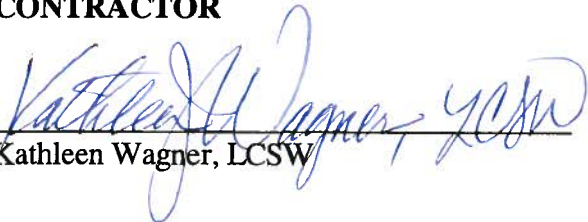
This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

  
\_\_\_\_\_  
Kevin Olson  
Probation and Parole Division Administrator

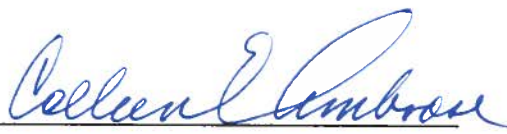
5/25/16  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Kathleen Wagner, LCSW

5/31/16  
\_\_\_\_\_  
Date

Reviewed for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

5-19-16  
\_\_\_\_\_  
Date

**CONTRACT AMENDMENT**  
**CONTRACT 13-039-ACCD**  
**Mental Health Services**

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 **Kathleen Wagner, LCSW**, Psychotherapy Services, PLLC (CONTRACTOR) 820 Division Street, Billings, MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of June 5, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on May 31, 2015 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

**2. DUTIES/RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR agrees to provide mental health services as outlined below. Services will be provided at the Adult Probation and Parole office located at 2615 4<sup>th</sup> Avenue South and/or 820 Division Street in Billings, Montana. A licensed clinical social worker will provide services. Services shall include:

- A. Services shall include ~~Up to two (2) full~~ mental health evaluations or assessments, including the use of MCMI III (Millon Clinical Multiaxial Inventory-III) instrument ~~per week~~. These services shall be provided to offenders under the supervision of ~~the Billings Regional Probation & Parole Region IV Probation and Parole staff~~ after referral from the offender's supervising Probation & Parole officer.
- ~~B. One (1) mental health group per week which consists of any group dynamic (such as the co-occurring/dual diagnosis group(s) model) that will address mental health/chemical dependency related issues. Group will consist of no more than eight (8) individuals. Group sessions will be no more than one and one half (1 1/2) hours in duration with up to an additional one half (1/2) hour of pre-post group work to prepare and/or follow up for group activities.~~
- C. Up to five (5) Individual one-on-one therapy sessions ~~per week~~.
- D.-E. No changes.
- F. ~~CONTRACTOR may vary the amount of weekly services provided to offenders outlined in subsections (2) A through (2) C above, in order to meet offender needs and numbers.~~
- G. No changes

### 3. COMPENSATION/BILLING

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

- A. DEPARTMENT shall pay CONTRACTOR ~~\$150.00~~ **\$201.00** per full mental health evaluation, ~~\$90.00~~ **\$121.00** per mental health assessment, ~~\$36.00~~ and **\$41.00** for the MCMI III testing instrument, and ~~\$2.50 for the Beck Inventory Tool, not to exceed \$23,140.00 (twenty three thousand one hundred forty and 00/100 dollars) annually for the services described herein.~~ DEPARTMENT shall pay CONTRACTOR **\$75.00** per no-show for a scheduled mental health evaluation.
- B. ~~DEPARTMENT shall pay CONTRACTOR \$60.00 per billable hour for group therapy, not to exceed \$8,320.00 (eight thousand three hundred twenty dollars and 00/100 dollars) annually for the services described herein.~~
- C. DEPARTMENT shall pay CONTRACTOR ~~\$60.00~~ **\$80.00** per hour for individual sessions (including direct mental health services and data entry), ~~not to exceed \$20,040.00 (twenty thousand forty dollars and 00/100 dollars) annually for the services described herein.~~ DEPARTMENT shall pay CONTRACTOR **\$30.00** per no-show for scheduled individual sessions.
- D.-G. No changes

### 5. TIME OF PERFORMANCE

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

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


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

**DEPARTMENT**

  
\_\_\_\_\_  
Kevin Olson  
Probation and Parole Division Administrator


5/16/15  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Kathleen Wagner, LCSW

5-26-15  
\_\_\_\_\_  
Date

Reviewed for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

5/14/15  
\_\_\_\_\_  
Date

**CONTRACT AMENDMENT**  
**CONTRACT 13-039-ACCD**  
**Mental Health Services**

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 Kathleen Wagner, LCSW, Psychotherapy Services, PLLC (CONTRACTOR) 820 Division Street, Billings, MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of June 5, 2013 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on May 31, 2014 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

**2. DUTIES/RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR agrees to provide mental health services as outlined below. Services will be provided at the Adult Probation and Parole office located at 2615 4<sup>th</sup> Avenue South and/or 820 Division Street in Billings, Montana. A licensed clinical social worker will provide services. Services shall include:

A.-D. No changes

E. Data Collection and Performance Measures

In order to assist the Department in collecting useable and measurable offender mental health data, CONTRACTOR agrees to input offender data into the Probation and Parole Region IV MHMS (Mental Health Management System). CONTRACTOR will input data on all offenders receiving mental health services, including those offenders receiving evaluations or assessments and referred elsewhere, and those participating in group or individual therapy. MHMS is an Excel based spread sheet developed by Region IV Probation and Parole staff and CONTRACTOR and does not require CONTRACTOR'S use of the State computer system.

a. CONTRACTOR will collect and enter the following data in MHMS:

1.-11. No changes

12. Date of ~~referral~~ first service

13. Date of first ~~contact by provider~~ client contact

14.-30. No changes

31. Results of ~~EMDR (Eye Movement Desensitization and Reprocessing)~~ Level "I" cross system (at CONTRACTOR discretion)


**5. TIME OF PERFORMANCE**

This Contract shall take effect upon 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.


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

**DEPARTMENT**

  
\_\_\_\_\_  
Pam Bunke, Administrator  
Adult Community Corrections Division


5-28-14  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Kathleen Wagner, LCSW  
Psychotherapy Services, PLLC

6-6-14  
\_\_\_\_\_  
Date

Reviewed for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

5-27-14  
\_\_\_\_\_  
Date

**1. PARTIES**

The Montana Department of Corrections (DEPARTMENT) and **Kathleen Wagner, LCSW, Psychotherapy Services, PLLC (CONTRACTOR)** enter into this Contract (#13-039-ACCD). The parties names, addresses, and telephone numbers are as follows:

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

**Kathleen Wagner, LCSW  
Psychotherapy Services, PLLC  
820 Division Street  
Billings, MT 59101  
(406) 245-1338**

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

**2. DUTIES/RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR agrees to provide mental health services as outlined below. Services will be provided at the Adult Probation and Parole office located at 2615 4<sup>th</sup> Avenue South 820 Division Street in Billings, Montana. A licensed clinical social worker will provide services. Services shall include:

- A. Up to two (2) full mental health evaluations or assessments, including the use of MCMI III (Millon Clinical Multiaxial Inventory-III) instrument, per week. These services shall be provided to offenders under the supervision of the Billings Regional Probation & Parole staff after referral from the offender's supervising Probation & Parole officer.
- B. One (1) mental health group per week which consists of any group dynamic (such as the co-occurring/dual diagnosis group(s) model) that will address mental health/chemical dependency related issues. Group will consist of no more than eight (8) individuals. Group sessions will be no more than one and one half (1 ½) hours in duration with up to an additional one half (1/2) hour of pre-post group work to prepare and/or follow up for group activities.
- C. Up to five (5) individual one-on-one therapy sessions per week.
- D. CONTRACTOR shall maintain confidential offender files of all mental health services, participants, and ensure that record keeping requirements are complete according to policies/procedures provided by the Probation and Parole staff.
- E. Data Collection and Performance Measures

In order to assist the Department in collecting useable and measurable offender mental health data, CONTRACTOR agrees to input offender data into the Probation and Parole Region IV MHMS (Mental Health Management System). CONTRACTOR will input data on all offenders receiving mental health services, including those offenders receiving evaluations or assessments and referred elsewhere, and those participating in group or individual therapy. MHMS is an Excel based spread sheet developed by Region IV Probation and Parole staff and CONTRACTOR and does not require CONTRACTOR'S use of the State computer system.

- a. CONTRACTOR will collect and enter the following data in MHMS:



1. Typical Demographic data (sex, age, race, ethnicity)
2. Offender name/AO number
3. Education level (k-12; H.S. Diploma; GED; Years of College; College Degree)
4. Marital status (single; married; divorced)
5. Children (# taking care of)
6. Employment status (employed; unemployed; full time; part time; )
7. Benefits (SSDI; SSI; etc.)
8. Income (amount)
9. Health Insurance (yes/no)
10. Age at first significant diagnosis
11. Age of first intervention (treatment, counseling, medication)
12. Date of referral
13. Date of first contact by provider
14. Days waiting for treatment (from referral source)
15. Days waiting for higher care (referral from provider)
16. Primary Diagnosis (DSMIV or recognized source)
17. Secondary Diagnosis
18. Drug use (primary/secondary/tertiary) (route of use- IV/oral/ inhale/etc.)
19. Medication History and current medications and dosage (primary/significant)
20. Referrals for Medication reviews (# referred for review)
21. Treatment history and placements (inpatient/outpatient/crisis center/hospital, etc.)
22. Relapse in symptoms/setbacks (# of)
23. Average LOS (Length of service) completed (# of days)
24. Average LOS not complete (# of days)
25. Reason for discharge (treatment complete/left voluntarily before/left upon request/referred to another program)
26. Number of contacts with collateral sources (officers; community services; etc.)
27. Probation and Parole violations- during and after; (type-drug use/criminal activity/technical violation/etc.)
28. Number of arrests since services began-referral/upon completion (follow-up)(new crimes misdemeanor/felony)
29. Participation in self-help/support in the community(yes/no)
30. Results of Beck Inventory Tool (at CONTRACTOR discretion)
31. Results of EMDR (Eye Movement Desensitization and Reprocessing)(at CONTRACTOR discretion)

- b.** Within 90 days of Contract execution, in conjunction with Region IV Probation and Parole staff, CONTRACTOR will develop a referral form, offender self-report form, and 6 and 12 month follow up forms to be used in providing services to offenders and in tracking their progress. CONTRACTOR may use offender self-report forms to gather applicable offender data, as long as the CONTRACTOR is available for offender questions and clarifies with the offender any reported information that appears to be conflicting or confusing. CONTRACTOR will complete MHMS data entry for 6 and 12 month follow-ups on all offenders discharged from mental health treatment as complete. The local Probation and Parole Office where offenders are initially served will assist the CONTRACTOR in locating offenders for follow-up and forward applicable offender paperwork to the supervising Probation and Parole Officer. The local Probation and Parole Office will ensure that applicable offender paperwork is returned to the CONTRACTOR in a timely manner in order to allow for MHMS data entry.

- c. CONTRACTOR may use a variety of assessment tools at her discretion, to assess client progress in treatment.
  - d. In addition to entering applicable offender data into MHMS, Contractor agrees to provide any MHMS data, statistics, and information that the Department reasonably requires.
- F. CONTRACTOR may vary the amount of weekly services provided to offenders outlined in subsections (2) A through (2) C above, in order to meet offender needs and numbers.
- G. CONTRACTOR, through a questionnaire or similar document, will solicit from the offender their status of existing insurance or alternative means of paying for services rendered. If an offender is determined to be eligible for Social Security, Medicaid, Mental Health Services Plan (MHSP), or Private Insurance, CONTRACTOR will bill the appropriate funding source accordingly and invoice the department for the balance of uncovered services.

### 3. COMPENSATION/BILLING

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

- A. DEPARTMENT shall pay CONTRACTOR **\$150.00 per full mental health evaluation, \$90.00 per mental health assessment, \$36.00 for the MCMI III testing instrument, and \$2.50 for the Beck Inventory Tool**, not to exceed \$23,140.00 (eighteen thousand seven hundred eighty and 00/100 dollars) annually for the services described herein.

DEPARTMENT and CONTRACTOR expect offenders to be financially accountable for **no-shows** unless exigent circumstances or indigence exist. DEPARTMENT shall pay CONTRACTOR **\$75.00 per no-show** for a scheduled mental health evaluation only if the offender has been deemed unable to pay by the DEPARTMENT.

- B. DEPARTMENT shall pay CONTRACTOR **\$60.00 per billable hour for group therapy**, not to exceed \$8,320.00 (eight thousand three hundred twenty dollars and 00/100 dollars) annually for the services described herein.
- C. DEPARTMENT shall pay CONTRACTOR **\$60.00 per hour for individual sessions** (including direct mental health services and data entry), not to exceed \$20,040.00 (fifteen thousand six hundred dollars and 00/100 dollars) annually for the services described herein.

DEPARTMENT and CONTRACTOR expect offenders to be financially accountable for **no-shows** unless exigent circumstances or indigence exist. DEPARTMENT shall pay CONTRACTOR **\$30.00 per no-show** for scheduled individual sessions only if the offender has been deemed unable to pay by the DEPARTMENT.

- D. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice.
- E. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.

- F. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.
- G. Individual compensation amounts identified in subsections (3) A through (3) C above may fluctuate between services but the maximum amount paid to CONTRACTOR for all services combined will not exceed **\$51,500.00** (fifty-one thousand five hundred and 00/100 dollars) annually.

**4. AGENCY ASSISTANCE**

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

**5. TIME OF PERFORMANCE**

This Contract shall take effect upon final contract signature and shall terminate on May 31, 2014, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of **seven (7)** years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

**6. LIAISONS AND NOTICE**

- A. John Williams, Regional Administrator (406-896-5400), 2615 4<sup>th</sup> Ave., Billings, Montana 59107 or successor serves as DEPARTMENT'S liaison.
- B. Kathleen Wagner, LCSW, Psychotherapy Services, PLLC 406-245-1338), 820 Division Street, Billings, MT 59101 or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

**7. OWNERSHIP AND PUBLICATION OF MATERIALS**

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

**8. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana.

CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Contracts Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. **HOLD HARMLESS AND INDEMNIFICATION**

CONTRACTOR agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all legal, equitable or administrative claims including those arising under paragraph 15 below, demands, damages, causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions, including non-compliance with laws cited under paragraph 15 below, of CONTRACTOR and/or its agents, employees, representatives, assigns, or subcontractors - except the sole negligence of the State under this agreement.

10. **INSURANCE**

- A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

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

**Certificate of Insurance/Endorsements:** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or

subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

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

## **11. ACCESS AND RETENTION OF RECORDS**

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA).

CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

## **12. PUBLIC INFORMATION**

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

## **13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

## **14. AMENDMENTS**

All amendments to this Contract shall be in writing and signed by the parties.

## **15. COMPLIANCE WITH LAWS**

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and ADA Amendments Act of 2008, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

**16. MEETINGS**

CONTRACTOR is required to meet with DEPARTMENT liaison, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Contract or to discuss the progress made by CONTRACTOR and DEPARTMENT in the performance of their respective obligations, at no additional cost to DEPARTMENT. Meetings will occur as problems arise and will be coordinated by DEPARTMENT. CONTRACTOR will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at CONTRACTOR'S option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination.

**17. CONTRACTOR PERFORMANCE EVALUATION**

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

**18. TERMINATION AND DEFAULT**

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may, without 30 days notice, terminate or reduce the scope of this Contract if available funding is reduced for any reason. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract must be canceled. (Ref. 18-4-313(4), MCA).
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

**19. CHOICE OF LAW AND VENUE**

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

**20. LICENSURE**

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

**21. INTEGRATION**

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

**22. SEVERABILITY**

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


**23. COMPLETED CONTRACT**


DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, Helena, MT 59620-1301.

**SIGNATURE**

**DEPARTMENT**

**CONTRACTOR**

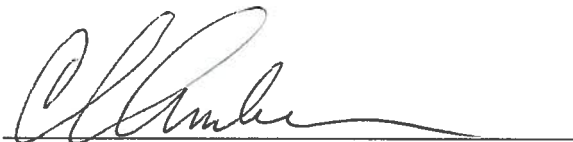
  
\_\_\_\_\_  
Pam Bunke, Administrator  
Facility/Program/Division

  
\_\_\_\_\_  
Kathleen Wagner, LCSW  
Psychotherapy Services, PLLC

5-24-13  
Date

6-5-2013  
Date

Approved for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

5/24/13  
Date