

CONTRACT AMENDMENT
CONTRACT 10-033-MSP
Lab Testing-MSP

THIS CONTRACT AMENDMENT (**Amendment #8**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Deer Lodge Medical Center** (CONTRACTOR) 1100 Hollenback, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of August 6, 2009 and Section 14 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**):

3. COMPENSATION/BILLING

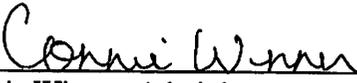
DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

A. DEPARTMENT shall pay CONTRACTOR for laboratory testing and radiological services in accordance with the most current Outpatient Laboratory Fee Schedule ~~effective July 1, 2011 through June 30, 2012~~, which includes Radiological Services, as included with and incorporated into this Contract as an Attachment.

B. – E. 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, Administrator
Clinical Services Division

8-21-15

Date

CONTRACTOR



Tony Pfaff, CEO
Deer Lodge Medical Center

8/25/15

Date

Reviewed for Legal Content by:



Legal Counsel
Department of Corrections

8-14-15

Date

**CONTRACT AMENDMENT
CONTRACT 10-033-MSP
Lab Testing-MSP**

THIS CONTRACT AMENDMENT (Amendment #7) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and Deer Lodge Medical Center (CONTRACTOR) 1100 Hollenback, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of August 6, 2009 and Section 14 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):

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.

CONTRACT AMENDMENT
CONTRACT 10-033-MSP
Lab Testing-MSP

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 **Deer Lodge Medical Center** (CONTRACTOR) 1100 Hollenback, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of August 6, 2009 and Section 14 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**):

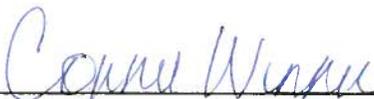
5. TIME OF PERFORMANCE

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.

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

DEPARTMENT



Connie Winner, Administrator
Clinical Services Administrator

6-19-14

Date

CONTRACTOR



Tony Pfaff, CEO
Deer Lodge Medical Center

6-23-14

Date

Reviewed for Legal Content by:



Legal Counsel
Department of Corrections

6-11-14

Date

**CONTRACT AMENDMENT
CONTRACT 10-033-MSP**

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 **Deer Lodge Medical Center** (CONTRACTOR) 1100 Hollenback, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of August 6, 2009 and Section 14 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**):

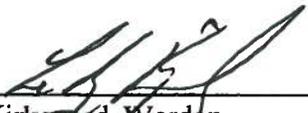
5. TIME OF PERFORMANCE

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 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

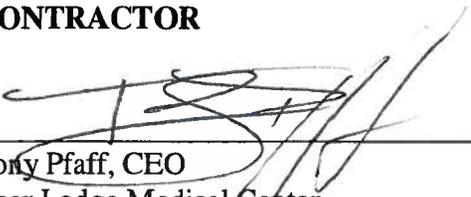


Leroy Kirkegard, Warden
Montana State Prison

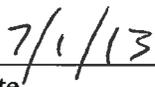


Date

CONTRACTOR



Tony Pfaff, CEO
Deer Lodge Medical Center

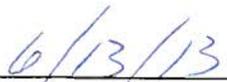


Date

Reviewed for Legal Content by:



Legal Counsel
Department of Corrections



Date

**CONTRACT AMENDMENT
CONTRACT 10-033-MSP**

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 **Deer Lodge Medical Center** (CONTRACTOR) 1100 Hollenback, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of August 6, 2009 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2012 and Section 5 provides that the parties may extend the expiration date of the Contract.

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

5. TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final Contract signature and shall terminate on June 30, ~~2012~~ 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 ~~three (3) 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.

6. LIAISONS AND NOTICE

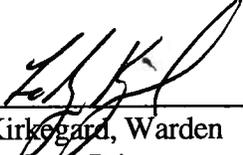
A. No Changes.

B. ~~Alan Bird, Powell County Memorial Hospital~~ Tony Pfaff, CEO, Deer Lodge Medical Center (846-2212), 1100 Hollenback Rd, Deer Lodge MT 59722 or successor serves as CONTRACTOR liaison.

C. No Changes.

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

DEPARTMENT



Leroy Kirkegard, Warden
Montana State Prison

07/09/12

Date

CONTRACTOR



Tony Pfaff, CEO
Deer Lodge Medical Center

7/16/12

Date



Reviewed for Legal Content by: Diana L. Koch

Legal Counsel
Department of Corrections

6/28/12

Date

**CONTRACT AMENDMENT
CONTRACT #10-033-MSP**

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 59601 and **Deer Lodge Medical Center** (CONTRACTOR) 1100 Hollenback, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of August 6, 2009 and Section 14 provides that the parties may modify their agreement in writing.

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

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and ~~Powell County Memorial Hospital~~ **Deer Lodge Medical Center** (CONTRACTOR) enter into this Contract (10-033-MSP). The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections

Montana State Prison
1539 11th Avenue
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

~~Powell County Memorial Hospital~~ Deer Lodge Medical Center
~~1101 Texas Ave~~ 1100 Hollenback Rd
Deer Lodge MT 59722
406-846-2212

6. LIAISONS AND NOTICE

A. No Changes.

B. Alan Bird, Powell County Memorial Hospital (846-2212), ~~1101 Texas Avenue~~ 1100 Hollenback Rd, Deer Lodge MT 59722 or successor serves as CONTRACTOR liaison.

Lane AB
C. No Changes.

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

DEPARTMENT

Ross Swanson
Ross Swanson, Acting Warden
Montana State Prison

10/25/11
Date

CONTRACTOR

Alan Bird
Alan Bird
Deer Lodge Medical Center

10-31-11
Date

Reviewed for Legal Content by:

Diana L. Koch
Legal Counsel
Department of Corrections

10/17/11
Date

**CONTRACT AMENDMENT
CONTRACT #10-033-MSP**

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, MT 59601 and **Powell County Memorial Hospital** (CONTRACTOR) 1101 Texas Ave, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of August 6, 2009 and Section 14 provides that the parties may modify their agreement in writing.

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

3. COMPENSATION/BILLING

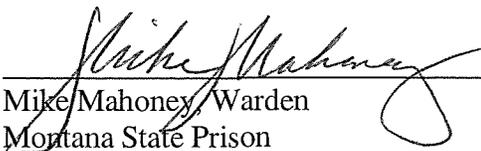
DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

A. DEPARTMENT shall pay CONTRACTOR for laboratory testing and radiological services in accordance with the Outpatient Laboratory Fee Schedule (~~effective July 1, 2009 through June 30, 2011~~ **effective July 1, 2011 through June 30, 2012**), which includes Radiological Services, as included with and incorporated into this Contract as an Attachment. ~~Laboratory charges for services not on the schedule will be processed at the Blue Cross/Blue Shield allowable rate~~

B. – E. No Changes.

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

DEPARTMENT



Mike Mahoney, Warden
Montana State Prison

6/23/11

Date

CONTRACTOR



Alan Bird *As per Shannon*
Powell County Memorial Hospital

7-11-11

Date

Reviewed for Legal Content by:



Diana L. Koch
Legal Counsel
Department of Correction

6/21/11

Date

**OUTPATIENT LABORATORY FEE SCHEDULE
JULY 1, 2011 THROUGH JUNE 30, 2012**

TEST	CPT CODE	FY 2012 Price	
<u>COAGULATION</u>			
PROTIME	85610	\$	10.14
PTT	85730	\$	10.44
D-DIMER	85379	\$	55.00
<u>MICROBIOLOGY</u>			
CULTURE, THROAT, STREP ONLY	87081	\$	20.13
CULTURE, AEROBIC	87070	\$	26.99
CULTURE, URINE	87088	\$	24.97
BLOOD CULTURE, 1 SET	87040	\$	32.16
GRAM STAIN	87205	\$	10.14
ORGANISM IDENTIFICATION	87077	\$	13.39
SENSITIVITY, BACTERIAL	87186	\$	21.86
STOOL CULT.	(all billed)		
-CULTURE	87045	\$	29.33
-SMEAR FOR LEUKOCYTES	89055	\$	10.14
-ADDITIONAL ID	87046 X 3	\$	21.00
-SHIGA-LIKE TOXIN	87427 X 2	\$	25.00
STOOL O & P	(BOTH BILLED)		
- Concentration and Identification	87177	\$	48.88
- Trichrome Stain	87209	\$	15.60
STOOL, C.DIFFICILE, PCR METHOD	87493	\$	75.00
ANAEROBIC CULT	87075	\$	57.92
STREP SCREEN	87880	\$	27.50
<u>SEROLOGY</u>			
MONO	86308	\$	15.38
RPR	86592	\$	9.23
HIV	86703	\$	36.69
<u>URINALYSIS</u>			
URINALYSIS, COMPLETE	81001	\$	10.69
MICROSCOPIC EXAM, URINE	81015	\$	7.20
URINALYSIS, DIP ONLY	81003	\$	6.34
TOTAL PROTEIN, URINE	(BOTH BILLED)		
-TOTAL PROTEIN	84155	\$	15.94
-VOLUME MEASUREMENT	81050	\$	7.78
VOLUME MEASURE, 24 HR. UA	81050	\$	7.78
RANDOM URINE MICROALBUMIN	(BOTH BILLED)		
-MICROALBUMIN, URINE	82044	\$	31.72
-CREATININE, URINE	82570	\$	13.17
<u>HEMATOLOGY</u>			
CBC W/ AUTO. DIFF	85025	\$	13.97
HEMOGLOBIN	85018	\$	6.06
HEMATOCRIT	85014	\$	6.06
PLATELETS	85049	\$	8.12
WBC, AUTOMATED	85048	\$	6.06
WBC DIFFERENTIAL, MANUAL	85007	\$	15.28
ESR	85651	\$	8.25

TEST	CPT CODE	FY 2012 Price
<u>CHEMISTRY</u>		
ALBUMIN	82040	\$ 8.24
ALP	84075	\$ 10.36
ALT	84460	\$ 10.30
AMYLASE	82150	\$ 15.07
AST	84450	\$ 10.36
BILI, DIRECT	82248	\$ 10.21
BILI,TOTAL	82247	\$ 10.21
BNP	83880	\$ 95.00
BUN	84520	\$ 6.82
CA	82310	\$ 10.36
CHOLESTEROL	82465	\$ 9.58
CK	82550	\$ 17.55
CREATININE	82565	\$ 11.22
GGT	82977	\$ 20.18
GLUCOSE	82947	\$ 8.04
HDL	83718	\$ 15.82
CRP, HIGH SENSITIVITY	86141	\$ 55.00
LDH	83615	\$ 20.18
MAGNESIUM	83735	\$ 15.44
PHOSPHORUS	84100	\$ 20.18
TOTAL PROTEIN	84155	\$ 15.82
TRIGLYCERIDE	84478	\$ 14.10
URIC ACID	84550	\$ 20.18
SODIUM	84295	\$ 10.13
POTASSIUM	84132	\$ 10.13
CHLORIDE	82435	\$ 11.24
TCO2	82374	\$ 10.13
TROPONIN	83520	\$ 79.08
CKMB	82553	\$ 82.24
BASIC METABOLIC PANEL	80048	\$ 20.57
HEPATIC PANEL	80076	\$ 19.70
ELECTROLYTES	80051	\$ 17.32
COMPREHENSIVE MET. PANEL	80053	\$ 22.86
LIPID PANEL	80061	\$ 32.07
GENERAL HEALTH PANEL (CBC, CMET, TSH)	80050	\$ 76.39
LIPASE	83690	\$ 55.00
<u>BLOOD BANKING</u>		
ABO GROUP	86900	\$ 13.17
RH TYPING	86901	\$ 21.64
ABSCREEN	86850	\$ 25.28
<u>THERAPEUTIC DRUGS</u>		
VALPROIC ACID (DEPAKOTE)	80164	\$ 39.60
CARBAMEZEPINE (TEGRETOL)	80156	\$ 39.60
LITHIUM	80178	\$ 23.97
AMITRIPTYLINE PANEL		
-AMITRIPTYLINE	80152	\$ 55.93
-NORTRIPTYLINE	80182	\$ 55.93
PHENOBARBITOL	80184	\$ 33.79
DIGOXIN	80162	\$ 38.39
DILANTIN	80185	\$ 38.39
THEOPHYLLINE	80198	\$ 65.38
DRUGS OF ABUSE	80101 x 12	\$ 99.49
GENTAMICIN	80170	\$ 55.00
VANCOMYCIN	80202	\$ 55.00

CONTRACT AMENDMENT
CONTRACT #10-033-MSP

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Powell County Memorial Hospital** (CONTRACTOR) 1101 Texas Ave, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of August 6, 2009 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2010 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 routine and emergency professional laboratory services and consultation, ensuring the prompt performance of examinations in the fields of anatomic pathology, hematology, chemistry, microbiology, clinical microscopy, and serology. Timely results are required when laboratory services are necessary to diagnose or treat an individual with a critical health status. Provision of laboratory services and consultation will be regularly and conveniently available to meet the needs of Montana State Prison inmates.

A. No Changes.

B. CONTRACTOR further agrees to provide DEPARTMENT with the following Radiology services in accordance with the terms and conditions of the Contract and the attached Fee Schedule:

1. Radiology Technician services and supplies - to be billed ~~at a per hour/per item cost~~ through Blue Cross/Blue Shield and processed at the allowable rate.

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 for laboratory testing and radiological services in accordance with the Outpatient Laboratory Fee Schedule (**effective July 1, 2009 through June 30, 2010 2011**), which includes Radiological Services, as included with and incorporated into this Contract as an Attachment. Laboratory charges for services not on the schedule will be processed at the Blue Cross/Blue Shield allowable rate

B. – E. No Changes.

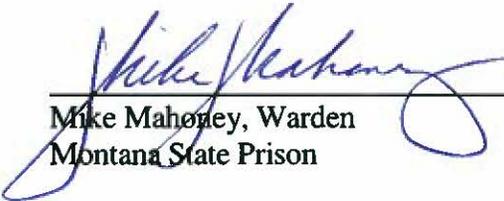
5. TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final Contract signature and shall terminate on June 30, ~~2010~~ 2012, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~five (5)~~ three (3) additional years.

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

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

DEPARTMENT



Mike Mahoney, Warden
Montana State Prison

6/30/10

Date

CONTRACTOR



Alan Bird
Powell County Memorial Hospital

6-25-10

Date

Reviewed for Legal Content by:



Legal Counsel
Department of Corrections

6/15/10

Date

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **Powell County Memorial Hospital (CONTRACTOR)** enter into this Contract (**10-033-MSP**). The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana State Prison (MSP)
1539 11th Avenue
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

Powell County Memorial Hospital
1101 Texas Avenue

Deer Lodge, MT 59722
(406) 846-2212

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 routine and emergency professional laboratory services and consultation, ensuring the prompt performance of examinations in the fields of anatomic pathology, hematology, chemistry, microbiology, clinical microscopy, and serology. Timely results are required when laboratory services are necessary to diagnose or treat an individual with a critical health status. Provision of laboratory services and consultation will be regularly and conveniently available to meet the needs of Montana State Prison inmates.

- A. CONTRACTOR further agrees to provide DEPARTMENT with the following Laboratory services in accordance with the terms and conditions of the Contract and the attached Fee Schedule:
1. Maintain a bacterial microbial sensitivity surveillance program.
 2. Provide "STAT" laboratory testing 24 hours a day - 7 days a week.
 3. Provide consultation services of Clinical Laboratory Scientists - 24 hours a day - 7 days a week.
 4. Provide consultation services with a Pathologist, as necessary.
 5. Provide laboratory orientation of new infirmary staff at Montana State Prison.
 6. Provide forensic blood draws for DNA testing.
 7. Provide Reference Laboratory testing whenever necessary.
 8. Provide all needles, vacutainer tubes, and other supplies for collection and processing of specimens.
 9. Retain specimen samples in accordance with applicable laws and standards.

B. CONTRACTOR further agrees to provide DEPARTMENT with the following Radiology services in accordance with the terms and conditions of the Contract and the attached Fee Schedule:

1. Radiology Technician services and supplies - to be billed at a per hour/per item cost.

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 for laboratory testing and radiological services in accordance with the Outpatient Laboratory Fee Schedule (**effective July 1, 2009 through June 30, 2010**), which includes Radiological Services, as included with and incorporated into this Contract as an Attachment.
- B. This rate is inclusive of all travel and per diem. DEPARTMENT will not compensate CONTRACTOR for travel or travel time, lodging, meals, supplies, or any other expense incurred by CONTRACTOR while performing services identified within this Contract.
- C. DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following submission of appropriately completed HCFA 1500 claims to the following address:
- Blue Cross & Blue Shield of Montana
C/O Corrections Medical Program
Box 5019
Great Falls, MT 59403
- D. DEPARTMENT may require BCBSMT to withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- E. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. AGENCY ASSISTANCE

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

5. TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final Contract signature and shall terminate on June 30, 2010, 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. Cathy Redfern (846-1320 ext. 2448), 500 Conley Lake Road, Deer Lodge MT 59722 or successor serves as DEPARTMENT liaison.
- B. Alan Bird, Powell County Memorial Hospital (846-2212), 1101 Texas Avenue, Deer Lodge MT 59722 or successor serves as CONTRACTOR liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

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

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Contracts Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. HOLD HARMLESS AND INDEMNIFICATION

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

10. INSURANCE

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

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

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

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

Specific Requirements for Commercial General Liability: CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

- B. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000.00 per occurrence and \$2,000,000.00 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 ADA Amendments Act of 2008, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may, without 30 days notice, terminate or reduce the scope of this Contract if available funding is reduced for any reason. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the 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.

17. CHOICE OF LAW AND VENUE

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation

concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

18. LICENSURE

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

19. INTEGRATION

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

20. SEVERABILITY

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

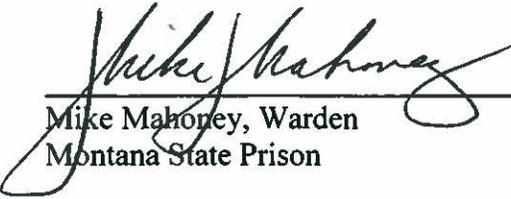
21. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, 1539 11th Avenue, Helena, MT 59620-1301.

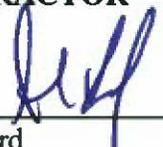
SIGNATURE

DEPARTMENT

CONTRACTOR



Mike Mahoney, Warden
Montana State Prison



Alan Bird
Powell County Memorial Hospital

7/27/09
Date

8-6-09
Date

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

7/14/09
Date