

PROFESSIONAL SERVICES CONTRACT

This contract is entered into this ____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS**, Yellowstone County, Montana, hereinafter referred to as the “**COUNTY**,” and **MONTANA DENTAL SERVICES, PC**, hereinafter referred to as “**CONTRACTOR**”. Contractor’s address is 255 Cirque Drive, Bozeman, MT 59718.

1. The COUNTY engages CONTRACTOR to perform regular general dental services to inmates of the Yellowstone County Detention Facility (YCDF) as described further below. COUNTY agrees to provide CONTRACTOR with an additional day at Yellowstone County Detention Facility, “YCDF” to provide services to Department of Corrections DOC inmates.

SCOPE OF SERVICES:

2. Parties to this contract agree that CONTRACTOR will set aside up to 800 hours a year, to provide inmate dental care services limited to the array of services and procedures defined in this contract and incorporated by reference as SCHEDULE “A” attached herein.

RESPONSIBILITIES:

3. CONTRACTOR Responsibilities:

a. *Days and times of services:* CONTRACTOR will provide dental services to inmates. Each workday will be up to eight hours in length, with both days and office hours to be worked out to the mutual agreement of the parties.

b. *Providers and site of services:* All dental services provided under the terms of this contract shall be delivered by CONTRACTOR and the Yellowstone County Detention Facility.

c. *Independent Dental Judgment:* CONTRACTOR shall, at all times, maintain independent judgment in assessing, diagnosing or treatment of inmate patients during the term of this contract.

d. *Privacy*: Inmate patients receiving dental care under this contract shall enjoy their privacy rights as required and contemplated by HIPAA.

4. COUNTY Responsibilities:

a. *Patient Selection*: COUNTY shall select from the inmate population the patients to be served during each one-hour session.

b. *Work space*: COUNTY shall provide CONTRACTOR with a dental office appropriate for inmate patients for dental services.

c. *Security*: COUNTY is responsible to provide appropriate security at all times that inmate patients are being seen by CONTRACTOR.

d. *Medical/dental records*: The parties agree that all medical/dental records generated by CONTRACTOR under this agreement are the property of the COUNTY. The COUNTY shall supply CONTRACTOR with the ability to chart with and share information with the COUNTY medical provider utilizing electronic medical records software.

TERM:

5. The term of this contract will commence on February 1, 2026 and terminate on January 31, 2027. Either party reserves the right to terminate this contract at any time. Should either party desire to terminate this contract, the terminating party shall give thirty (30) days written notice.

COMPENSATION:

6. CONTRACTOR will be compensated at a rate of one hundred twenty dollars (\$120) each hour that CONTRACTOR is at YCDF. In addition, CONTRACTOR may, at CONTRACTORS election, utilize a dental assistant by contract in complying with this agreement. The parties agree that CONTRACTOR would be compensated at a rate of thirty-three dollars and

twenty-five cents (\$33.25) each hour for each assistant. CONTRACTOR shall bill on a weekly basis for services rendered under the terms of this contract, and COUNTY shall submit payment for invoices within thirty (30) days of receipt of the invoice.

INDEPENDENT CONTRACTOR:

7. The CONTRACTOR is an independent contractor and not a COUNTY employee. The CONTRACTOR agrees to perform the labor and terms of this contract as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the CONTRACTOR, or any of its agents or employees, is/are the employee(s) of COUNTY for any purpose under the terms and conditions of this contract.

INDEMNITY:

8. CONTRACTOR expressly agrees to hold harmless and indemnify COUNTY, its elected officials and employees from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same, that COUNTY may suffer as a result of negligence of CONTRACTOR or its employees, agents or contractors in the performance of the professional services under contract.

9. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertions or findings that Yellowstone County is liable for any damages by reason of a non-delegable duty.

LEGAL REMEDIES:

10. Should either party commence litigation, arbitration or mediation proceedings relating to this contract, or to enforce or interpret any provisions of this contract, the prevailing

party shall be entitled to recover all reasonable expenses, including attorney's fees, witness and expert witness fees and court costs.

11. The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Billings, Yellowstone County, Montana.

12. CONTRACTOR shall not sublet or assign any of the services covered by this contract without the express written consent of the COUNTY.

NON-DISCRIMINATION:

13. Yellowstone County does not discriminate on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age, political ideas or marital status. Entities contracting with Yellowstone County to deliver goods or services must endure their agents, employees and sub-contractors do not discriminate or cause for such discrimination as enumerated above, among them or their employees or recipients of the goods and/or services to be offered.

INSURANCE:

14. Contractor shall obtain a general liability insurance contract against liability for bodily injuries, including death, products, completed operations and property damages, with liability limits equal to or greater than Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00) in the aggregate. Contractor shall provide a Certificate of Insurance to the County evidencing such coverage prior to the engagement. Contractor is required to maintain workers' compensation insurance or an independent contractor's exemption issued by the Montana Department of Labor covering the Vendor and or/employees,

including volunteers. Contractor is not, nor are Contractor's employees and/or volunteers employees of Yellowstone County. This insurance/exemption must be valid for the entire period of the engagement.

This contract constitutes the full and complete contract between the COUNTY and CONTRACTOR. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this contract shall be made in writing signed by both parties.

IN WITNESS WHEREOF, the party set their hands and seals _____ day of _____

2026.

MONTANA DENTAL SERVICES, PC

 DDS
Contractor

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chairman

Michael J. Waters, Member

Chris White, Member

ATTEST:

Jeff Martin, Clerk and Recorder

EXHIBIT "A"

SCOPE OF SERVICES

PROFESSIONAL SERVICES CONTRACT

DETENTION FACILITY DENTAL

The scope of dental services to be provided by Contractor under the terms of the Professional Services Contract and Yellowstone County, effective February 1, 2023, include the following services:

1. Short term urgent care to maintain the immediate health of the patient.
2. The treatment of infection of dental origin.
3. Infected teeth will be treated by extraction of the tooth.
4. No long-term dental care/treatment.
5. No restorative dental care.
6. Yellowstone County shall be responsible for the maintenance and upkeep for the dental clinic inside the Detention Facility and Yellowstone County will be responsible for and will stock the dental clinic as required to facility the scope of services to be provided by Contractor.