

OFFENDER MEDICAL TRANSPORT COR20-0250N

THIS CONTRACT is entered into by and between the State of Montana, **Montana Department of Corrections (MDOC)** (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301, (406) 444-3930 and **Community, Counseling and Correctional Services, Inc.**, (Contractor), whose address and phone number are 471 E. Mercury St, Butte, MT 59701 and (406) 782-0417.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is upon contract execution through March 30, 2021, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

1.2 Contract Renewal. State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in one (1) year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of seven (7) years.

2. COST ADJUSTMENTS

2.1 Cost Increase by Mutual Agreement. After the Contract's initial term and if State agrees to a renewal, the parties may agree upon a cost increase. State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3. SERVICES AND/OR SUPPLIES

Contractor shall provide State the following Offender Medical Transportation services for adult Offenders incarcerated at Montana State Prison (MSP) or Riverside Special Needs Unit (RSNU). The Contractor is required to provide Offender Medical transportation services in accordance with the requirements listed herein and maintain scheduled pick-ups and drop-offs. The parties shall cooperate when transports require an adjustment of the schedule in extenuating circumstances. Montana facilities that house State Offenders include the following:

- Montana State Prison (MSP) in Deer Lodge, MT;
- Riverside Special Need Unit (RSNU), in Boulder, MT.

3.1 Requirements.

3.1.1 Pick Up and Transport Inmates. Contractor will pick up and transport MDOC offenders from MSP and RSNU, as requested by the State. All medical transports will be coordinated with the MDOC designee.

3.1.2 Sufficient Number of Vehicles and Personnel. Contractor will maintain a sufficient number of transportation vehicles necessary to accomplish the transportation requirements noted herein. Contractor will provide a caged sedan for trips involving transport of a single offender. Contractor will provide vans equipped with video equipment to facilitate staff's observation and monitoring of offenders being

transported. Vehicles utilized to transport offenders will be in good operating condition, with current maintenance and repair records on file and shall meet the following minimum criteria:

- A. Vans shall be designed and equipped to separate and safely secure the transportation officers from offenders.
- B. Doors and windows shall be inoperable from the inside of the offender compartment.
- C. Operational heater and air conditioner for entire vehicle.
- D. Welded steel screens shall cover all windows of the offender compartment.
- E. Visual posting of manufacturer's recommended occupancy rating.
- F. Contractor will have a handicapped van for use as needed.

Contractor will provide sufficient staff for required transports simultaneously.

3.1.3 Assume Custody of Offenders and Provide Transportation. Contractor will assume custody of offenders from authorized agents of the State and provide transportation of said offenders from and to locations designated by State. All transports will begin with the logging of the vehicle's mileage starting from MDOC facility, the mileage shall also be recorded at all stops and at the finale destination for each offender. In assuming custody of offenders, Contractor will perform and maintain security and control procedures in accordance with all federal, state, and department requirements. In the event that there are no written policies or procedures, Contractor will follow reasonable, customary operating procedures, and shall mutually agree upon a schedule of days/times for pick-up/drop-off of offenders at designated locations. Upon arrival at the offenders' finale destination, Contractor will surrender custody of said offenders to the MDOC. In event that the offender is hospitalized Contractor will report this to the MSP Command Post and will remain in presence of offender, maintaining direct supervision until relieved by MDOC officer(s).

3.1.4 List of Transportation Officers. Contractor will provide the State with a list of all transportation officers, including name, social security number, date of birth, certification of training (e.g. security, medical), certification, including but not limited to a criminal background check. Ensuring that no transportation officer has ever been convicted of a felony, any sex offense, violent offense, or two or more misdemeanor drug offenses. Contractor will have written policies in place and conduct annual checks of transportation officers' driving records and maintain a practice of annual random drug testing of employees that is consistent with the Montana Workforce Drug and Alcohol Testing Act, 39-2-205, MCA. Contractor will obtain an applicable release of information from Contractor's employees in order to immediately report any driving or drug violations to department Contract Liaison for review and discussion. State reserves the right to being unacceptable conduct or performance of the Contractor's employees to the attention of the Contractor's management for a mutually satisfactory resolution.

Contractor will maintain compliance with all laws and standards applicable related to operation of motor vehicles for hire.

3.1.5 Offender Meals/Restroom Stops. Contractor will provide offenders with meals and restroom stops, as appropriate. All meals that may be necessary during a transport shall be provided by MSP and must be served to appropriately restrained offenders within the confines of the transport vehicle. Contractor must provide continuous transport and emergency stops may not last longer than one (1) hour. All emergency stops must be reported to the MSP Command Post.

3.1.6 MDOC-Approved Itinerary. The MSP Transportation Supervisor will provide the MSP Command Post and Contractor with a travel itinerary before a prisoner transport commences. Contractor will always possess a department-approved itinerary in the transport vehicle. The itinerary shall be readily accessible to transport officers and shall include: the number of offenders in the transport; each offender's name, DOC number, and physical description; a current color photo that reflects the offender's current physical description (it may be a Polaroid photo, but should primarily be digital); the crime(s) for which the offender was

convicted; and will provide the travel itinerary for each transport to the appropriate MDOC facility staff as designated by MDOC.

3.1.7 MDOC Notification. The transportation coordinator will e-mail/or notify by telephone, appropriate MDOC personnel of all contracted transports. State will provide Contractor with a list of contact names and e-mail addresses for this purpose.

3.1.8 Transport of and Delivery Requirements of Offender Property. Contractor will deliver [with the offender] to the scheduled appointment and offender's final destination, all records, files, and medications, as required by MDOC. The Contractor will be required to utilize an MDOC provided "check-off" form to ensure absolute compliance with this requirement. Contractor will transport offender medical type property (medical devices, supplies, and equipment), when requested through the infirmary, in conformance with DOC policy 4.1.3 Offender Personal Property. If medications accompany the offender, they will be placed in a lock box during transport and be given to appropriate facility staff upon arrival to the offender's destination.

3.1.9 Cell Phones. Contractor will provide a cellular telephone for each transport agent/vehicle and provide all transport cellular telephone numbers to the MSP Command Post and department liaison. The cell phone must be secured in the driver compartment of the vehicle only and shall not be accessible to the offenders at any time.

3.1.10 Transportation Officer Licensure. Contractor will ensure all transportation officers are appropriately licensed (i.e., Commercial Driver's License (CDL)) in Montana and other states, as applicable. No personnel shall be allowed to operate a motor vehicle in the performance of duties under this RFP unless they possess current and unrestricted CDL licensure. Contractor is always required to maintain with MDOC copies of its transport officers' current and unrestricted CDL's and notify MDOC if a license status change. Contractor's personnel shall be required to produce their license upon demand of any authorized MDOC employee.

3.1.11 Personnel Training. Contractor will ensure all personnel used in the direct transportation of offenders have MDOC approved training. All employees will have a law enforcement background and/or have successfully completed a training program that focuses on the proper use of restraining devices and self-defense tactics necessary to perform the duties specified herein. Training for transportation officers must include CPR, first aid, unarmed self-defense, use of restraints, non-lethal use of force, searches, transportation of offenders, HIPPA requirements, PREA training and defensive driving. Contractor will provide MDOC with documentation/proof that each transportation agent in contact with Montana Offenders has received complete training in all phases of offender transport including MDOC policies and procedures and is properly licensed in accordance with applicable Montana and Federal requirements. All training and curriculum must be prior approved by MDOC Contract Liaison. Contractor will provide MDOC with the documentation/proof that each transportation agent in contact with Montana Offenders has received complete training in all phases of offender transport and in properly licensed in accordance with applicable Montana and Federal requirements.

3.1.12 Offender Transportation Policy. Contractor will transport offenders in accordance with MSP procedure 3.1.12 Inmate Escort and Transport and MSP procedure 3.1.11 Inmate Movement Control <https://cor.mt.gov/Policy> and will retain and secure copies of post orders and/or procedures in all vehicles driver's compartments at all times.

3.1.13 Number of Officers. Contractor will transport offenders in accordance with MSP procedure 3.1.12 Inmate Escort and Transport and MSP procedure 3.1.11 Inmate Movement Control <https://cor.mt.gov/Policy>.

3.1.14 Security Search and Inspection. All un-clothed body searches will be conducted by MSP custody staff. Contractor will have the ability to conduct pat down searches per MSP policy 3.1.17 A and B Searches and Contraband <https://cor.mt.gov/Policy>. Contractor shall thoroughly search the vehicle and inspect all security features prior to boarding any offenders. Continuing checks are to be made periodically by the transfer officer while in route to the final destination. Exterior vehicle inspections shall be made during the time the transfer vehicle is stopped prior to continuing a transport. All inspections shall be recorded in a log provided and maintained by the Contractor. Logs must be submitted to the Department within five days of request and will be subject to immediate inspections by MDOC monitoring staff.

3.1.15 Offender Escape Precautions. Contractor will exercise all necessary precautions to prevent the escape of Offenders in the Contractor's custody. If an escape occurs, the transfer officer shall exhaust all resources immediately available to him/her in apprehending the subject and immediately notify appropriate Department personnel in compliance with DOC Policy 1.1.6 Priority Incident Reporting <https://cor.mt.gov/Policy>.

3.1.16 Seatbelts, Restraints, and Separation. Contractor will ensure that all offenders wear seat belts during all transports.

Contractor transported to and from MSP and RSNU, will be in security restraints as appropriate, restrained with wrist, waist, and leg restraints.

Contractor will ensure that while in transport, offenders will always be physically separated from transportation officers.

3.1.17 Transport Officer ID and Dress Requirements. All transportation officers must carry an ID that indicates information including, but not limited to, the company name, employees name, photo, etc. These ID's must be presented and/or displayed properly when requested by the holding facility prior to the release of any offender.

Contractor will require all employees involved in transporting offenders to dress in a professional manner. Employees shall wear a uniform bearing the company logo. Street/casual clothes (jeans, T-shirts, sandals, etc.) are not acceptable. The holding authority may not release an offender to the Contractor if the transport officer does not wear proper attire.

3.1.18 Compliance Checks and Audits. Contractor will agree to regular compliance checks and audits, including an approved quality assurance monitoring instrument from MDOC personnel.

3.1.19 Emergency Procedures. In the event of an emergency during transport (i.e., sickness or accident affecting the officer or Offender or a breakdown in their method of travel), Contractor will immediately contact MSP Command Post. Any major change of schedule or other incident that could cause undue delay in return shall be reported by phone to MSP Command Post. This is defined by a delay that could cause up to, but not limited to, a thirty (30) minute overage.

3.2 Vehicles.

3.2.1 Vehicle Size and Capacity. Contractor will provide transport vehicles of appropriate size and capacity. Vehicles shall be properly modified and equipped to transport offenders and appropriately ventilated (air conditioning and heat), as dictated by climate. Contractor is required to have appropriate backup transport.

3.2.2 Vehicle Maintenance/Operation. Contractor will maintain and operate its vehicles (including backup and chase vehicles) and security equipment in a safe, sanitary, and fully serviceable condition.

3.2.3 Vehicle Inspection, Repair and Maintenance Regulations. Contractor will inspect, repair, and maintain all transportation equipment as outlined in part 396 of the Safety Regulation of the U.S. Department of Transportation, Federal Highway Administration. Contractor will be required to provide proof of valid insurance to the department prior to final contract award. Contractor will provide current inspection results to MDOC personnel after completed.

3.3 Reporting Requirements. Contractor will provide designated department staff with written reports of unusual incidents, emergencies, and/or controversial situations that arise during performance of services under the contract. Reports will be submitted as soon as practical after occurrence, but not later than 24 hours after the incident.

Contractor will submit monthly reports of Transportation Orders and Transportation Staff Scheduling to the MDOC Designated Personnel. Reports shall include the transportation specifics (i.e., offender name/DOC#, facility pick up location and facility drop off location, total number of transport miles, etc.).

For purpose of this Section, "unusual incident, emergency, or controversial situations" include, but are not limited to: any act of violence by an offender; any escape or attempted escape of an offender or any other breach of security; any excessive delay in the transportation of an offender; any medical condition of an offender or other passenger requiring emergency medical treatment; any mechanical failure that would normally require formal reports to the cognizant regulatory agency; any vehicular accident involving an MDOC contract transport of offenders, and any refusal of law enforcement agencies to release an offender to, or accept an offender from, the Contractor.

3.4 Costs. Contractor is responsible for all costs related to the security, care, and transportation of offenders in the custody of Contractor or its agents. Costs incurred by Contractor for emergent and non-emergent medical care during transport of department offenders are the responsibility of Department, unless such costs occur as a result of negligence on the part of Contractor. In the event emergency care becomes necessary, Contractor is authorized to obtain such care provided the offender consents or is unable to give consent and such emergency medical care is immediately necessary. As soon as possible, following emergency care, Contractor will contact the department designee in the MDOC Clinical Services Division (CSD).

3.5 Translation Costs. Contractor will be required to have translation services available to support all offenders in transport if needed.

3.6 Mandatory Policies and Procedures. In addition to any policies, procedures and operational requirements referenced throughout this contract, contractor shall comply with all requirements of the following MDOC policies <https://cor.mt.gov/Policy>. This is not an exhaustive list and may change during life of contract:

- DOC 1.1.6 Priority Incident Reporting and Acting Director
- DOC 1.1.17 PREA as pertains to contractors
- MSP 3.1.5 Entrance Procedures
- MSP 3.1.8 Use of Force and restraints
- MSP 3.1.12 Escort and Transport
- MSP 3.1.17 A and B Searches and Contraband
- MSP 3.1.21 Count
- MSP 3.1.100 Inmate Supervision

- MSP 3.4.1 Disciplinary
- MSP 3.4.3 Tobacco use

All MSP/DOC policies and MCA supersede any policies vendor/contractor have in place. MDOC reserves the right to review contractor policies and will have final say in usage throughout the life of the contract.

3.7 Entrance to a Secure MDOC Facility. All personnel employed by the Contractor will be pre-approved by MSP and RSNU prior to any entrance to the facility.

3.7.1 Background Checks. Any individual who will be entering the facilities must be approved by security personnel. Full date and social security number must be submitted. This must be complete 72 hours in advance on all individuals who request entry into secured facilities.

3.7.2 Tobacco Use. All Montana Department of Corrections (MDOC) property is tobacco free. All contractors and subcontractors are required to follow MDOC Policy 3.4.3.

3.7.3 Dress. Individuals entering MDOC property will be required to adhere to the applicable facility Dress Code Policy, (i.e., no shorts, no jeans). Individuals not meeting the dress code requirements will not be admitted to any facility until such a time that dress can be altered to meet policy requirements.

3.7.4 Tools. Individuals entering MSP, and all other secured MDOC facilities, will be required to strictly adhere to the applicable Tool Control Policy 3.1.14.

3.7.5 Emergencies. Should an emergency arise while Bidder/Contractor personnel are on MSP property, said personnel will be advised as to the proper procedure for response to that emergency. Upon official emergency declaration, personnel may not be allowed to enter or exit the compound for extended periods of time.

3.7.6 Miscellaneous.

- a) Weapons, illicit drugs, and alcohol are strictly forbidden on MDOC property.
- b) In addition the following items will not be allowed to enter a secure MDOC facility and should be secured in vehicles (this list may not be totally inclusive): Cash over \$5; cellular telephones; two-way radios; pocket knives, box cutters, etc.; purses, pouches, brief cases, backpacks, etc., (exceptions will be made for items necessary to complete the business contractor is present for).
- c) A valid pictured ID is required for admittance to MDOC property.
- d) Adhering to additional policies may be required; and contractor will be appropriately informed.
- e) Contractor will be escorted at all times by an MDOC staff member while inside MDOC facility.

4. WARRANTIES

4.1 Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the Offender Medical Transport services to be provided, State shall pay Contractor according to the following schedule: **\$492.00 per round trip.**

5.2 Withholding of Payment. Subject to the provisions of Provision 18, Event of Breach – Remedies, State may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, **5%** of the total value of the subject statement of work or applicable contract.

5.3 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

5.4 Reference to Contract. The Contract number **MUST** appear on all invoices and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to timely pay the invoice.

6. NON-EXCLUSIVE CONTRACT

The intent of this Contract is to provide state agencies with an expedited means of procuring services. This Contract is for the convenience of state agencies and is considered by State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the Contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. State does not guarantee any usage.

7. PREVAILING WAGE REQUIREMENTS

7.1 Montana Resident Preference. The nature of the work performed, or services provided, under this Contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services. Contractor shall abide by the requirements set out in 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

7.2 Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Because this Contract has an initial term of 12 months with optional renewals, this Contract is subject to the 3% adjustment when the Contract length becomes more than 30 months. The 3% rate increase becomes effective upon the second renewal, and the 3% is paid starting in the third year of the Contract beginning with the 25th month. The adjustment must be made and applied every 12 months for the term of the Contract. This

adjustment is the sole responsibility of Contractor and no cost adjustment in this Contract will be allowed to fulfill this requirement.

7.3 Notice of Wages and Benefits. Furthermore, 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with 18-2-423, MCA.

7.4 Wage Rates, Pay Schedule, and Records. 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Non-Construction Services 2020.

8. ACCESS AND RETENTION OF RECORDS

8.1 Access to Records. Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 18, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

8.2 Retention Period. Contractor shall create and retain all records supporting the Offender Medical Transport services for a period of eight years after either the completion date of this Contract or termination of the Contract.

9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

10. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, and save 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, subcontractors, except the sole negligence of State, under this Contract.

11. REQUIRED INSURANCE

11.1 General Requirements. Contractor shall maintain for the duration of this 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.

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

11.3 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** per occurrence and **\$2,000,000** 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.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

11.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

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

11.6 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 has been received by State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

12. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal

document must be sent to Department of Corrections, P.O. Box 200135, 5 S. Last Chance Gulch, Helena, MT 59620-1301.

13. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, 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. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119] Code. Detention Facility will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. Detention Facility shall establish a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

13.1 Affordable Care Act. The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

14. COMPLIANCE WITH DARK MONEY SPENDING DISCLOSURE REQUIREMENTS

Contractor shall comply with the provisions of the State of Montana Executive Order No. 15-2018. Contractor shall annually submit a declaration form to the contract liaison. Declaration forms can be found at: http://sfsd.mt.gov/Portals/24/SPB/Dark%20Money/EO_DECLARATION%20FORM_04102019.pdf?ver=2019-04-25-124741-453.

Contractor shall also annually submit a disclosure form to the contract liaison as required. Disclosure forms can be found at: http://sfsd.mt.gov/Portals/24/SPB/Dark%20Money/dark_Money_Disclosure_Template.xlsm.

All disclosures must be submitted to (insert agency contact information), for reporting on <https://transparency.mt.gov/>. Failure to comply with these requirements may result in contract termination. Contractor agrees that such a failure is a material breach of this Contract.

15. DISABILITY ACCOMMODATIONS

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to the Department's office. Interested parties should provide as much advance notice as possible.

16. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

17. CONTRACT TERMINATION

17.1 Termination for Cause with Notice to Cure Requirement. State may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than **30** days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

17.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than **30** days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

17.3 Reduction of Funding. State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

18. EVENT OF BREACH – REMEDIES

18.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract;
- Beginning work under this Contract without prior State approval or breaching section 24.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

18.2 Event of Breach by State. State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

18.3 Actions in Event of Breach. Upon Contractor's material breach, State may:

- Terminate this Contract under Section 17.1, Termination for Cause with Notice to Cure and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under section 17.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

19. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

20. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

21. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the Department of Corrections prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

22. LIAISONS AND SERVICE OF NOTICES

22.1 Contract Liaisons. All Contract provided services and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between State's liaison and Contractor's liaison.

DJ Godfrey is State's liaison

500 Conley Lake Road

Offender Medical Transport
Contract # COR20-0250N
Contracting Authority: 18-4-132 OR 53-1-203 MCA

Deer Lodge, MT 59722
Phone: (406) 846-1320 ext. 2477
E-mail: DGodfrey@mt.gov

471 E. Mercury St.
Butte, MT 59701
Telephone: (406) 782-0417
Cell Phone:
Fax:
E-mail: mthatcher@cccscorp.com

Mike Thatcher is Contractor's liaison

22.2 Notifications. State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

23. **MEETINGS**

23.1 Technical or Contractual Problems. Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor 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. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

23.2 Progress Meetings. During the term of this Contract, State's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and State's progress in the performance of their respective obligations. These progress meetings will include State's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of State to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

23.3 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

23.4 State's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

24. **TRANSITION ASSISTANCE**

Offender Medical Transport
Contract # COR20-0250N
Contracting Authority: 18-4-132 OR 53-1-203 MCA

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before services completion or end of this term, or if particular work is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates services or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

25. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or 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.

26. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

27. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

28. SEVERABILITY

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

29. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

29.1 Contract. This Contract consists of 15 numbered pages, Prevailing Wage Attachments as required, Solicitation # COR-RFP-2020-0250N as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the contract consisting of the numbered pages controls.

29.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

30. WAIVER

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

31. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

DEPARTMENT OF MONTANA

**Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601**

**Community, Counseling and Correctional
Services, Inc.
471 E. Mercury St.
Butte, MT 59701
FEDERAL ID # 81-0413419**

BY: Lynn Guyer, Warden Montana State Prison

BY: Mike Thatcher C.E.O.

(Name/Title)

Lynn Guyer

(Signature)

(Name/Title)

Mike Thatcher

(Signature)

DATE: 5/4/2020

DATE: 5/4/2020

Approved as to Form:

DocuSigned by:

Meda Orta

4/21/2020

Procurement Officer (Date)
State Procurement Bureau

Approved to Legal Content:

Lorraine Schneider

4/21/2020

Legal Counsel (Date)
Department of Corrections

Community, Counseling and Correctional Services Incorporated (CCCS)	Policy Number 1.9	Pages 3
Chapter TRANSPORTATION	Related Standards Policy # 1.12 Unusual Incidents/Situations ACCD 3.2.100, MDOC 1.1.600	
Subject ESCAPE	Revised: 12/13/12 Approved: Effective 09/09/10	

I. SCOPE

This policy applies to CCCS Transportation Officers when moving offenders under the care and custody of CCCS Transport Services. They shall keep consistent with MDOC Procedure ACCD 3.2.100 ACCD Facility Escapes/Walk-Aways and MDOC Procedure ACCD 1.1.600 Priority Incident Reporting

II. DEFINITIONS

None.

III. POLICY

It is the policy of CCCS, Transportation Services to prevent any escape from occurring during the course of any scheduled offender transportation.

IV. PROCEDURAL GUIDELINES

A. In the event of an offender escape, the CCCS Transportation Officers shall:

1. Perform those actions that can result in the safe and timely apprehension of the escapee(s).
2. Call 9-1-1 immediately and provide responding law enforcement authorities with the physical description of the escapee, the P&P wanted sheet of the escapee(s), the direction the escapee(s) were heading at the time of the escape, the facility to which the escapee was being transported, etc.
3. Immediately contact the CCCS Transportation Supervisor.
4. Comply with all law enforcement requests.
 - a. Complete a formal interview process if required.
 - b. Provide a written statement.
 - c. Provide law enforcement with relevant contact information.
 - d. Notify MSP Command Post

5. Remain at the scene of the escape until such time as local law enforcement has assumed full control of the search and releases the Transportation Officers from any further formal involvement in any attempts made to locate the escapee(s).
- B. The CCCS Transportation Supervisor shall contact the following authorities immediately after escape has occurred:
1. The appropriate DOC Staff (Command Post).
 2. The Command Post at the respective prison.
 3. The Director of Community Correctional Programs/Transportation for CCCS, Inc.
 4. The Chief Executive Officer for CCCS, Inc.
 5. Discuss and gain approval from the Director of Community Correctional Programs/Transportation for CCCS, the Chief Executive Officer of CCCS and appropriate officials from the MDOC in coordinating any news releases made to the media
- C. After the escape has occurred, the CCCS Transportation Supervisor shall also:
1. Complete and forward a written Escape Form (see attached 1.9.A) and send it to:
 - a. The appropriate DOC Staff (Command Post).
 - b. The Director of Community Correctional Programs/Transportation for CCCS, Inc.
 - c. The Chief Executive Officer of CCCS, Inc.
 2. Ensure that those Transportation Officers on-duty at the time of the escape, complete an Accident/Incident Report Form (see attached 1.9.B) prior to the conclusion of their shift on the day of the escape.
 3. Review all written reports submitted as part of the ongoing escape investigation with the following authorities:
 - a. The appropriate DOC Staff (Command Post).
 - b. The Director of Community Correctional Programs/Transportation for CCCS, Inc.
 - c. The Chief Executive Officer for CCCS, Inc.

- d. Assigned investigators from the Montana Department of Corrections (MDOC).
 4. Upon completion of the review of all investigative protocols (verbal statements, written reports, local law enforcement reports, etc.) a series of corrective action planning meetings shall be convened to implement those necessary actions designed to ensure that an escape of the immediate nature does not occur again.
- D. Upon further investigation, review of all statements obtained and all contributing factors related to the situation that occurred, corrective actions shall be immediately implemented.