

CONTRACT AMENDMENT 5 CONTRACT 15-022-CSD

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 **Planned Parenthood of Montana** (CONTRACTOR) 1116 Grand Ave, Ste 201, Billings, MT 59102 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of February 24, 2015 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on February 28, 2019 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**):

1) Section 2, Duties/Responsibilities of Contractor

A. 1 and 2 no changes.

3. ~~CONTRACTOR agrees to provide inmates at Riverside Correctional Facility (RCF) with up to twenty (20) hours per month of in-site, primary, and preventative health care services [within the scope and accreditation of the FNP or PA licensing]. Health care services shall be provided in accordance with all applicable laws, and in accordance with pertinent medical standards.~~

4, 5, and 6 no changes.

2) Section 5, Time of Performance

~~This Contract shall take effect upon final contract signature. The original effective date of This this Contract was February 24, 2015 and it shall expire on February 28-29, 2018 2019-2020~~, provided that either party provides a written notice of cancellation at least 30 days prior.

In the event neither party provides a written notice of cancelation 30 days prior to February 28, 2020, 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 is the fourth renewal, fifth year of the Contract.

3) Section 6 Liaisons and Notice

A. Benjamin Fry, Health Services Director, (406)-247-5135 ~~Tonya Dempster, Medical Services Manager, (406) 247-5105~~ or successor serves as DEPARTMENT liaison.

B. Rajeev Pillai, COO/CFO, (406) 465-0667 ~~Rebecca Howell, Director of Patient Services, (406) 248-3637~~ 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

DocuSigned by:
Connie Winner
ABDE2DE1207948A...
Connie Winner, Administrator
Clinical Services Division

5/23/2019
Date

CONTRACTOR

DocuSigned by:
Rajeev Pillai
C88584F20AB54E3...
Rajeev Pillai, COO/CFO
Planned Parenthood

5/10/2019
Date

Reviewed for Legal Content by:

DocuSigned by:
Lorraine Schneider
50C1253B257B4D4...
Legal Counsel
Department of Corrections

5/2/2019
Date

CONTRACT AMENDMENT CONTRACT 15-022-CSD

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 **Planned Parenthood of Montana** (CONTRACTOR) 1116 Grand Ave, Ste 201, Billings, MT 59102 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of February 24, 2015 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on February 28, 2018 and Section 5 provides that the parties may extend the expiration date of the Contract.

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

5. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature. This Contract shall expire on **February 28, ~~2018~~ 2019**, provided that either party provides a written notice of cancellation at least 30 days prior. In the event neither party provides a written notice of cancelation 30 days prior to February 28, 2019, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

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

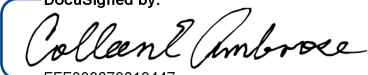
This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

| | |
|---|-----------|
| DocuSigned by:  | 1/30/2018 |
| ABDE2DF1207940A... | _____ |
| Connie Winner, Administrator Clinical Services Division | Date |

CONTRACTOR

| | |
|---|-----------|
| DocuSigned by:  | 1/30/2018 |
| 794C9E7CC4424D8... | _____ |
| Rebecca Howell, Director of Patient Services Planned Parenthood | Date |

| | | |
|--------------------------------|---|-----------|
| Reviewed for Legal Content by: | DocuSigned by:  | 1/30/2018 |
| | FFF888078013447... | _____ |
| | Legal Counsel Department of Corrections | Date |

CONTRACT AMENDMENT CONTRACT 15-022-CSD

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Planned Parenthood of Montana** (CONTRACTOR) 1116 Grand Ave, Ste 201, Billings, MT 59102 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of February 24, 2015 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on February 28, 2017 and Section 5 provides that the parties may extend the expiration date of the Contract.

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

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR agrees to provide the following services:

- A. Mid-level, medical practitioner services by a Nurse Practitioner (FNP) or a Physician's Assistant (PA) licensed to practice in the state of Montana as generally outlined herein:
 - 1. CONTRACTOR agrees to provide inmates at Montana Women's Prison (MWP) with up to sixteen (16) hours per week of on-site, primary, and preventative health care services [within the scope and accreditation of the FNP or PA licensing]. Health care services shall be provided in accordance with all applicable laws, and in accordance with pertinent medical standards.
 - 2. CONTRACTOR agrees to provide inmates at Montana State Prison (MSP) with up to forty (40) hours per month of on-site, primary, and preventative health care services [within the scope and accreditation of the FNP or PA licensing]. Health care services shall be provided in accordance with all applicable laws, and in accordance with pertinent medical standards.
 - 3. CONTRACTOR agrees to provide inmates at Riverside Correctional Facility (RCF) with up to twenty (20) hours per month of on-site, primary, and preventative health care services [within the scope and accreditation of the FNP or PA licensing]. Health care services shall be provided in accordance with all applicable laws, and in accordance with pertinent medical standards.
 - 3. CONTRACTOR shall ensure that documentation of provided health care is maintained in the in the individual's health care record.
 - 4. CONTRACTOR shall provide health care education to all inmates on topics including, but not limited to: hygiene, nutrition, physical fitness, sexually transmitted disease, and the use of prescribed medications.

- 5. CONTRACTOR shall make recommendations to appropriate MDOC staff for referral and follow-up of patients for specialty care outside the scope of medical services available on-site and for outpatient/inpatient hospitalizations. Specialty care referrals may be necessary for mental health services, dental services, and optometric services. CONTRACTOR shall obtain timely pre-authorization from designated MDOC Clinical Services Division staff for all off-site referrals.

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

DEPARTMENT

Connie Winner
 Connie Winner, Administrator
 Clinical Services Division

6.23.17
 Date

CONTRACTOR

Rebecca Howell
 Rebecca Howell, Director of Patient Services
 Planned Parenthood

7/18/17
 Date

Reviewed for Legal Content by:

Colleen Henderson
 Legal Counsel
 Department of Corrections

6-20-17
 Date

**CONTRACT AMENDMENT
CONTRACT 15-022-CSD**

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Planned Parenthood of Montana** (CONTRACTOR) 1116 Grand Ave, Ste 201, Billings, MT 59102 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of February 24, 2015 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on February 28, 2017 and Section 5 provides that the parties may extend the expiration date of the Contract.

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

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR agrees to provide the following services:

- A. Mid-level, medical practitioner services by a Nurse Practitioner (FNP) or a Physician's Assistant (PA) licensed to practice in the state of Montana as generally outlined herein:
1. CONTRACTOR agrees to provide inmates at Montana Women's Prison (MWP) with up to sixteen (16) hours per week of on-site, primary, and preventative health care services [within the scope and accreditation of the FNP or PA licensing]. Health care services shall be provided in accordance with all applicable laws, and in accordance with pertinent medical standards.
 2. CONTRACTOR agrees to provide inmates at Montana State Prison (MSP) with up to forty (40) hours per month of on-site, primary, and preventative health care services [within the scope and accreditation of the FNP or PA licensing]. Health care services shall be provided in accordance with all applicable laws, and in accordance with pertinent medical standards.
 3. CONTRACTOR agrees to provide inmates at Riverside Correctional Facility (RCF) with up to twenty (20) hours per month of on-site, primary, and preventative health care services [within the scope and accreditation of the FNP or PA licensing]. Health care services shall be provided in accordance with all applicable laws, and in accordance with pertinent medical standards.
 3. CONTRACTOR shall ensure that documentation of provided health care is maintained in the in the individual's health care record.
 4. CONTRACTOR shall provide health care education to all inmates on topics including, but not limited to: hygiene, nutrition, physical fitness, sexually transmitted disease, and the use of prescribed medications.

- 5. CONTRACTOR shall make recommendations to appropriate MDOC staff for referral and follow-up of patients for specialty care outside the scope of medical services available on-site and for outpatient/inpatient hospitalizations. Specialty care referrals may be necessary for mental health services, dental services, and optometric services. CONTRACTOR shall obtain timely pre-authorization from designated MDOC Clinical Services Division staff for all off-site referrals.

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

DEPARTMENT

Connie Winner
 Connie Winner, Administrator
 Clinical Services Division

6.23.17
 Date

CONTRACTOR

Rebecca Howell
 Rebecca Howell, Director of Patient Services
 Planned Parenthood

7/18/17
 Date

Reviewed for Legal Content by:

Colleen Henderson
 Legal Counsel
 Department of Corrections

6-20-17
 Date

**CONTRACT AMENDMENT
CONTRACT 15-022-CSD**

THIS CONTRACT AMENDMENT (Amendment #2) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and Planned Parenthood of Montana (CONTRACTOR) 1116 Grand Ave, Ste 201, Billings, MT 59102 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of February 24, 2015 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on February 28, 2017 and Section 5 provides that the parties may extend the expiration date of the Contract.

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

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR agrees to provide the following services:

- A. Mid-level, medical practitioner services by a Nurse Practitioner (FNP) or a Physician's Assistant (PA) licensed to practice in the state of Montana as generally outlined herein:
 1. CONTRACTOR agrees to provide inmates at Montana Women's Prison (MWP) with up to sixteen (16) hours per week of on-site, primary, and preventative health care services [within the scope and accreditation of the FNP or PA licensing]. Health care services shall be provided in accordance with all applicable laws, and in accordance with pertinent medical standards.
 2. CONTRACTOR agrees to provide inmates at Montana State Prison (MSP) with up to forty (40) hours per month of on-site, primary, and preventative health care services [within the scope and accreditation of the FNP or PA licensing]. Health care services shall be provided in accordance with all applicable laws, and in accordance with pertinent medical standards.
 3. CONTRACTOR shall ensure that documentation of provided health care is maintained in the individual's health care record.
 4. CONTRACTOR shall provide health care education to all inmates on topics including, but not limited to: hygiene, nutrition, physical fitness, sexually transmitted disease, and the use of prescribed medications.
 5. CONTRACTOR shall make recommendations to appropriate MDOC staff for referral and follow-up of patients for specialty care outside the scope of medical services available on-site and for outpatient/inpatient hospitalizations. Specialty care referrals may be necessary for mental health services, dental services, and optometric services. CONTRACTOR shall obtain timely pre-authorization from designated MDOC Clinical Services Division staff for all off-site referrals.

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 ~~\$80.00 (eighty and 00/100 Dollars)~~ \$120.00 (one hundred twenty and 00/100 Dollars) per hour, not to exceed ~~sixty six thousand five hundred sixty and 00/100 Dollars (\$66,560.00)~~ one hundred fifty seven thousand four hundred forty and 00/100 Dollars (\$157,440.00) per fiscal year for the services described herein. The new contract rates shall be effective upon final contract signature.

B.-D. No changes.

5. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature. This Contract shall expire on February 28, ~~2017~~ 2018, provided that either party provides a written notice of cancellation at least 30 days prior. In the event neither party provides a written notice of cancelation 30 days prior to February 28, 2018, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

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

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

DEPARTMENT

Connie Winner
Connie Winner, Administrator
Clinical Services Division

12/21/16
Date

CONTRACTOR

Rebecca Howell
Rebecca Howell, Director of Patient Services
Planned Parenthood

1/3/17
Date

Reviewed for Legal Content by:

Colleen Henderson
Legal Counsel
Department of Corrections

12-16-16
Date

**CONTRACT AMENDMENT
CONTRACT 15-022-CSD**

THIS CONTRACT AMENDMENT (Amendment #1) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and Planned Parenthood of Montana (CONTRACTOR) 2525 4th Avenue North, Suite 201, Billings, MT 59101 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of February 24, 2015 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on February 28, 2016 and Section 5 provides that the parties may extend the expiration date of the Contract.

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

5. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature. This Contract shall expire on February 28, ~~2016~~ 2017, provided that 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 November 30, 2015, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

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

6. LIAISONS AND NOTICE

A. ~~Holly Adams, Health Services Director, (406) 247-5135~~ Tonya Dempster, Medical Services Manager, (406)-247-5105 or successor serves as DEPARTMENT liaison.

B.-C. No changes.

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 and the Patient Protection and Affordable Care Act ("Affordable Care Act"). 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.

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 Internal Revenue Code ("Code") (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

Additional Indemnification. Claims under this provision also include those arising out of or in any way connected with Contractor's breach of this contract, including any Claims asserting that any of Contractor's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties imposed on the State under the Code §§ 4980H, 6055 or 6056.

Reporting Requirements. Contractor, if contractor is an applicable large employer under the ACA, further states that it shall satisfy all reporting requirements under the Code §§ 6055 and 6056 (ACA) with respect to individuals who perform services for the State.

Auditing. The State may audit Contractor's operations to ensure that the Contractor has complied with the statements made above.

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

DEPARTMENT

Connie Winner
Connie Winner, Administrator
Clinical Services Division

3/1/16
Date

CONTRACTOR

Rebecca Howell
Rebecca Howell, Director of Patient Services
Planned Parenthood

3/8/16
Date

Reviewed for Legal Content by: Maureen Schneider
Legal Counsel
Department of Corrections

3/22/16
Date

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 Internal Revenue Code ("Code") (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

Additional Indemnification. Claims under this provision also include those arising out of or in any way connected with Contractor's breach of this contract, including any Claims asserting that any of Contractor's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties imposed on the State under the Code §§ 4980H, 6055 or 6056.

Reporting Requirements. Contractor, if contractor is an applicable large employer under the ACA, further states that it shall satisfy all reporting requirements under the Code §§ 6055 and 6056 (ACA) with respect to individuals who perform services for the State.

Auditing. The State may audit Contractor's operations to ensure that the Contractor has complied with the statements made above.

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

DEPARTMENT

Connie Winner
Connie Winner, Administrator
Clinical Services Division

3-1-16
Date

CONTRACTOR

Rebecca Howell, Director of Patient Services
Planned Parenthood

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and Planned Parenthood of Montana (CONTRACTOR) enter into this Contract (# 15-022-CSD). The parties' names, addresses, and telephone numbers are as follows:

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

Planned Parenthood of Montana
2525 4th Avenue North, Suite 201
Billings, MT 59101
(406)-248-3637

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 the following services:

- A. Mid-level, medical practitioner services by a Nurse Practitioner (FNP) or a Physician's Assistant (PA) licensed to practice in the state of Montana as generally outlined herein:
 - 1. CONTRACTOR agrees to provide inmates at Montana Women's Prison (MWP) with up to sixteen (16) hours per week of on-site, primary, and preventative health care services [within the scope and accreditation of the FNP or PA licensing]. Health care services shall be provided in accordance with all applicable laws, and in accordance with pertinent medical standards.
 - 2. CONTRACTOR shall ensure that documentation of provided health care is maintained in the individual's health care record.
 - 3. CONTRACTOR shall provide health care education to all inmates on topics including, but not limited to: hygiene, nutrition, physical fitness, sexually transmitted disease, and the use of prescribed medications.
 - 4. CONTRACTOR shall make recommendations to appropriate MDOC staff for referral and follow-up of patients for specialty care outside the scope of medical services available on-site and for outpatient/inpatient hospitalizations. Specialty care referrals may be necessary for mental health services, dental services, and optometric services. CONTRACTOR shall obtain timely pre-authorization from designated MDOC Clinical Services Division staff for all off-site referrals.

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 \$80.00 (eighty and 00/100 Dollars) per hour, not to exceed sixty six thousand five hundred sixty and 00/100 Dollars (\$66,560.00) per fiscal year for the services described herein.

- 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 receipt of a correct invoice.
- D. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- E. The Contract number and date of service must be referenced on all invoices and correspondence pertaining to this Contract.

4. AGENCY ASSISTANCE

The parties recognize that services provided to DEPARTMENT will occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature. This Contract shall expire on February 28, 2016, provided that either party provides a written notice of cancellation at least 30 days prior. In the event neither party provides a written notice of cancellation 30 days prior to November 30, 2015, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

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

6. LIAISONS AND NOTICE

- A. Holly Adams, Health Services Director, (406)-247-5135 or successor serves as DEPARTMENT liaison.
- B. Rebecca Howell, Director of Patient Services, (406)-248-3637 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, indemnify, and hold harmless the DEPARTMENT, its elected and appointed officials, agents and employees from and against all legal, equitable or administrative claims, causes of action, damages, losses and expenses, of any kind or character, and for damage to or loss of property, arising out of or resulting from the negligent, willful, wanton or criminal acts of CONTRACTOR including but not limited to attorneys' fees and the costs of defense, arising in favor of CONTRACTOR'S employees or third parties on account of bodily injury, sickness, disease, death, personal injury, violation of an offender's constitutional or statutory rights, or to injury to or destruction of tangible property arising solely from the acts/omissions of the CONTRACTOR.

DEPARTMENT agrees to protect, defend, indemnify, and hold harmless the CONTRACTOR, its elected and appointed officials, agents and employees from and against all legal, equitable or administrative claims, causes of action, damages, losses and expenses, of any kind or character, and for damage to or loss of property, arising out of or resulting from the negligent, willful, wanton or criminal acts of DEPARTMENT including but not limited to attorneys' fees and the costs of defense, arising in favor of DEPARTMENT'S employees or third parties on account of bodily injury, sickness, disease, death, personal injury, violation of an offender's constitutional or statutory rights, or to injury to or destruction of tangible property arising solely from the acts/omissions of the DEPARTMENT.

10. **INSURANCE**

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

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

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

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

B. Specific Requirements for 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.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered 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; premises owned, leased, occupied, or used.

C. Specific Requirements for Automobile Liability: CONTRACTOR shall purchase and maintain personal liability coverage in accordance with Montana Statute 61-6-103 MCA.

D. Specific Requirements for Professional Liability: CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

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. CONTRACTOR 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. CONTRACTOR 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 provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. **MEETINGS**

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

17. **CONTRACTOR PERFORMANCE EVALUATION**

During the term of this Contract, DEPARTMENT may evaluate CONTRACTOR'S performance. Prior to completion of the evaluation, CONTRACTOR will be given an opportunity to review the evaluation and provide additional information and/or clarification. CONTRACTOR will also be asked to sign the evaluation document to acknowledge receipt of the document and an opportunity to respond. This Contract may be terminated by DEPARTMENT as a result of said evaluation and documented non-performance with a 30 day written notice. CONTRACTOR Performance Evaluations may be considered in future solicitations and contracts.

18. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. CONTRACTOR may, by written notice to DEPARTMENT, terminate this Contract in whole or in part at any time DEPARTMENT fails to perform as required in this Contract.
- C. 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.
- D. 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.
- E. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

19. CHOICE OF LAW AND VENUE

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

20. LICENSURE

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

21. INTEGRATION

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

22. SEVERABILITY

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

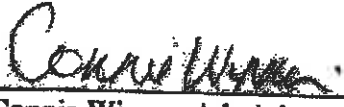
23. **COMPLETED CONTRACT**

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

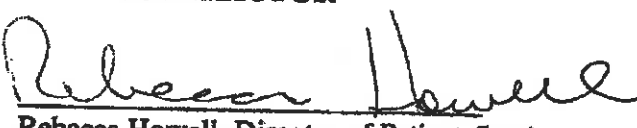
SIGNATURE

DEPARTMENT

CONTRACTOR



Connie Winner, Administrator
Clinical Services Division

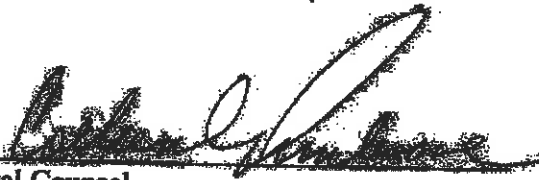


Rebecca Howell, Director of Patient Services
Planned Parenthood

2/23/15
Date

2/24/15
Date

Approved for Legal Content by:



Legal Counsel
Department of Corrections

2/23/15
Date