

**CONTRACT AMENDMENT  
CONTRACT 11-023-MSP**

THIS CONTRACT AMENDMENT (**Amendment #6**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Powell County Ambulance Services, Inc.** (CONTRACTOR) PO Box 735, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of December 9, 2010 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2016 and Section 5 provides that the parties may extend the expiration date of the Contract.

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

**2. DUTIES/RESPONSIBILITIES OF CONTRACTOR**

~~C. To be compensated by Blue Cross and Blue Shield of Montana, CONTRACTOR agrees to submit an appropriate completed claim form using Healthcare Common Procedure Coding System (HCPCS) code A0427, a valid diagnosis code, inmate's full name, adult offender (AO) number, date of service, and copy of trip report to:~~

~~Health Services Division  
5 S. Last Chance Gulch  
P.O. Box 201301  
Helena, MT 59620 1301~~

~~D. Only claims submitted by the CONTRACTOR within two (2) years of the date of service will be processed for payment.~~

**3. COMPENSATION/BILLING**

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

~~A. CONTRACTOR shall submit claims per section 2, part C, in the amount of \$500.00 (five hundred dollars and no/100) per patient transport. CONTRACTOR will not exceed 150 patient transports per fiscal year, without the prior approval of DEPARTMENT.~~

~~A. CONTRACTOR will be compensated by Blue Cross and Blue Shield of Montana. Services, provided prior to January 1, 2016, will be billed to Blue Cross Blue Shield of Montana (BCBSMT) on a HCFA-1500 claim form. Billing information shall include, but not be limited to: the inmate AO number, valid diagnosis codes, and Montana Medicaid's current procedure/service codes. Claims shall be submitted to:~~

Blue Cross Blue Shield of Montana  
PO Box 4309  
Helena, MT 59604

B. CONTRACTOR will be compensated according to current fee schedules and limits as contained in Montana Medicaid Manual. Only claims submitted by CONTRACTOR within one (1) year of date of service shall be processed.

C. Services provided on or after January 1, 2016, will be billed to Xerox on a HCFA-1500 claim form. Billing information shall include, but not be limited to: the inmate AO number, valid diagnosis codes, and Montana Medicaid's current procedure/service codes. Claims shall be submitted to:

Xerox-Claims Processing Unit  
PO Box 8000  
Helena, MT 59604

D. CONTRACTOR will be compensated by XEROX according to current fee schedules and limits. Only claims submitted by CONTRACTOR within one (1) year of date of service shall be processed.

~~A. DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following receipt of a correct invoice.~~

~~B. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.~~

~~C. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.~~

## 5. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature. This Contract shall expire on **June 30, 2016 2017**, unless either party provides a written notice of cancelation at least 30 days prior. In the event neither party provides a written notice of cancelation 30 days prior to June 30, 2017, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

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

## 15. 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]. 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 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.

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.

**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

6-20-16  
Date

**CONTRACTOR**

Lori Schalk, Pres  
Lori Schalk, President  
Powell County Ambulance Services, Inc.

7/6/16  
Date

Reviewed for Legal Content by:

Colleen Ambrose  
Legal Counsel  
Department of Corrections

5-12-16  
Date

## CONTRACT AMENDMENT CONTRACT 11-023-MSP

THIS CONTRACT AMENDMENT (**Amendment #5**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Powell County Ambulance Services, Inc.** (CONTRACTOR) PO Box 735, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of December 9, 2010 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2015 and Section 5 provides that the parties may extend the expiration date of the Contract.

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

### 5. TIME OF PERFORMANCE

~~This Contract shall take effect upon receipt of final contract signature, and shall terminate on June 30, 2015, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of seven (7) years.~~

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

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

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

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

**DEPARTMENT**

Connie Winner  
Connie Winner, Administrator  
Clinical Services Division

5-28-15  
Date

**CONTRACTOR**

Lori Schalk  
Lori Schalk, President  
Powell County Ambulance Services, Inc.

6-30-15  
Date

Reviewed for Legal Content by:

Colleen Ambrose  
Legal Counsel  
Department of Corrections

5/14/15  
Date

**CONTRACT AMENDMENT  
CONTRACT 11-023-MSP**

THIS CONTRACT AMENDMENT (**Amendment #4**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Powell County Ambulance Services, Inc.** (CONTRACTOR) PO Box 735, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of December 9, 2010 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2014 and Section 5 provides that the parties may extend the expiration date of the Contract.

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

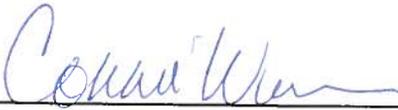
**5. TIME OF PERFORMANCE**

This Contract shall take effect upon receipt of final contract signature, and shall terminate on June 30, ~~2014~~ 2015, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of seven (7) years.

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

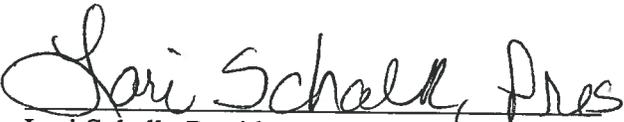
This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

  
\_\_\_\_\_  
Connie Winner, Administrator  
Clinical Services Division

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

**CONTRACTOR**

  
\_\_\_\_\_  
Lori Schalk, President  
Powell County Ambulance Services, Inc.

5/19/14  
\_\_\_\_\_  
Date

Reviewed for Legal Content by:

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

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

**CONTRACT AMENDMENT**  
**CONTRACT 11-023-~~HSD~~ MSP**

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Powell County Ambulance Services, Inc.** (CONTRACTOR) PO Box 735, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of December 9, 2010 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2013 and Section 5 provides that the parties may extend the expiration date of the Contract.

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

**5. TIME OF PERFORMANCE**

This Contract shall take effect upon receipt of final contract signature, and shall terminate on June 30, ~~2013~~ 2014, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of seven (7) years.

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

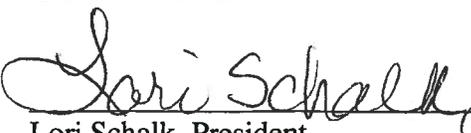
This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

  
\_\_\_\_\_  
Leroy Kirkegard, Warden  
Montana State Prison

06/24/2013  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Lori Schalk, President  
Powell County Ambulance Services, Inc.

7/1/13  
\_\_\_\_\_  
Date

Reviewed for Legal Content by:

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

6/11/13  
\_\_\_\_\_  
Date

**CONTRACT AMENDMENT  
CONTRACT 11-023-HSD**

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 59601 and **Powell County Ambulance Services, Inc.** (CONTRACTOR) PO Box 735, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of December 9, 2010 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2012 and Section 19 provides that the parties may extend the expiration date of the Contract.

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

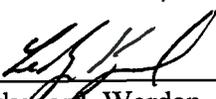
**5. TIME OF PERFORMANCE**

This Contract shall take effect upon receipt of final contract signature, and shall terminate on June 30, ~~2012~~ 2013, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~four (4) additional~~ seven (7) years.

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

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

**DEPARTMENT**

  
\_\_\_\_\_  
Leroy Kirkegard, Warden  
Montana State Prison

07/09/12  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Lori Schalk, President  
Powell County Ambulance Services, Inc.

7/19/12  
\_\_\_\_\_  
Date

Reviewed for Legal Content by:   
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

6/29/12  
\_\_\_\_\_  
Date

## CONTRACT AMENDMENT CONTRACT 11-023-HSD

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 **Powell County Ambulance Services, Inc.** (CONTRACTOR) PO Box 735, Deer Lodge, MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of December 9, 2010 and Section 14 provides that the parties may modify their agreement in writing,

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

### 3. COMPENSATION/BILLING

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

- A. ~~DEPARTMENT shall pay CONTRACTOR \$500.00 per patient transport, not to exceed seventy-five thousand and 00/100 Dollars (\$75,000.00) annually for the services described herein.~~ CONTRACTOR shall submit claims per section 2, part C, in the amount of \$500.00 (five hundred dollars and no/100) per patient transport. CONTRACTOR will not exceed 150 patient transports per fiscal year, without the prior approval of DEPARTMENT.
  
- 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. CONTRACTOR~~ will be compensated by Blue Cross and Blue Shield of Montana.
  
- ~~C. DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following receipt of a correct invoice.~~
  
- D.-E. No Changes.

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

**DEPARTMENT**

Cathy Redfern  
Cathy Redfern, Acting Administrator  
Health Services Division

6-6-11  
Date

**CONTRACTOR**

Lori Schalk  
Lori Schalk, President  
Powell County Ambulance Services, Inc.

JUN 15 2011  
Date

Reviewed for Legal Content by:

Diana L. Koch  
Legal Counsel  
Department of Corrections

5/25/11  
Date

**1. PARTIES**

The Montana Department of Corrections (DEPARTMENT) and **Powell County Ambulance Services, Inc. (CONTRACTOR)** enter into this Contract (11-023-HSD). The parties names, addresses, and telephone numbers are as follows:

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

Powell County Ambulance Services, Inc.  
C/O Powell County Hospital  
1101 Texas Ave.  
PO Box 735  
Deer Lodge, MT 59722  
(406) 846-7700

**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. CONTRACTOR will provide medical transport of inmates housed at Montana State Prison (MSP) for emergency and routine services at local and surrounding medical facilities located in Deer Lodge, Butte, Helena, Missoula, and Anaconda.
- B. CONTRACTOR will provide two (2) attendants, supplies, and equipment (including backboard exchange) as necessary for each patient transport.
- C. To be compensated by Blue Cross and Blue Shield of Montana, CONTRACTOR agrees to submit an appropriate completed claim form using Healthcare Common Procedure Coding System (HCPCS) code AO427, a valid diagnosis code, inmate's full name, adult offender (AO) number, date of service, and copy of trip report to:  
  
Health Services Division  
5 S. Last Chance Gulch  
P.O. Box 201301  
Helena, MT 59620-1301
- D. Only claims submitted by the CONTRACTOR within two (2) years of the date of service will be processed for payment.
- E. CONTRACTOR agrees to release and provide DEPARTMENT with copies of any and all transport and/or health care records generated by the CONTRACTOR, it's agents, or employees with respect to MSP calls.
- F. CONTRACTOR agrees to review this Contract with the DEPARTMENT on an annual basis. The CONTRACTOR and DEPARTMENT agree to provide Blue Cross and Blue Shield of Montana with 30 days written notice of any changes to this Contract, including termination.
- G. CONTRACTOR agrees to comply with DEPARTMENT safety and security policies and procedures concerning the transport of offenders.

**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 **\$500.00** per patient transport, not to exceed seventy-five thousand and 00/100 Dollars (\$75,000.00) annually 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 must be referenced on all invoices and correspondence pertaining to this Contract.

**4. AGENCY ASSISTANCE**

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

**5. TIME OF PERFORMANCE**

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

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

**6. LIAISONS AND NOTICE**

- A. Cindy Hiner, (406-846-1320, ext. 2401), 700 Conley Lake Road, Deer Lodge, MT 59722 or successor serves as DEPARTMENT liaison.
- B. Lori Schalk (406-846-7700), 1101 Texas Ave., Deer Lodge, MT 59722 or successor serves as CONTRACTOR liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal

Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

**7. OWNERSHIP AND PUBLICATION OF MATERIALS**

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

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

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

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

**9. HOLD HARMLESS AND INDEMNIFICATION**

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

**10. INSURANCE**

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

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

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

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

- 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 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 automobiles leased, hired, or borrowed by CONTRACTOR.

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

**16. TERMINATION AND DEFAULT**

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

**17. CHOICE OF LAW AND VENUE**

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

**18. LICENSURE**

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

**19. INTEGRATION**

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

**20. SEVERABILITY**

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

**21. COMPLETED CONTRACT**

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

**SIGNATURE**

**DEPARTMENT**

Cathy Redfern  
Cathy Redfern, Acting Administrator  
Health Services Division

12-1-10  
Date

**CONTRACTOR**

Lori Schalk  
Lori Schalk, President  
Powell County Ambulance Services, Inc.

12-9-10  
Date

Approved for Legal Content by:

Diana L. Koch  
Legal Counsel  
Department of Corrections

12/1/10  
Date