

## CONTRACT

THIS CONTRACT, entered into upon the date of signing of this contract by and between TRANSCOR AMERICA, INC., a Tennessee corporation, (hereinafter referred to as "the contractor") having its principal offices located at 1915 Charlotte Avenue, Nashville, TN 37203, and 3331 Bartlett Boulevard, Orlando, FL 32811, and State of Washington, Department of Corrections, (hereinafter referred to as "the Department") ,

## WITNESSETH

That the parties, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by and between the parties, for the term and under the conditions hereinafter set out, agree and contract as follows:

## GENERAL PROVISIONS

1. Upon the request of the Department, agents of the contractor shall assume custody of prisoners committed to the custody of the Department and provide interstate transportation of said prisoners from and to locations designated by the Department.
2. In assuming custody of such prisoners the contractor's agents shall perform their responsibilities for security and control of prisoners in a professional manner and in accordance with the Department's written policies and procedures and such policies, procedures and directives as may be promulgated in the future regarding the use of force and the security and control of prisoners. In the event that there are no written policies or procedures the contractor shall follow reasonable customary operating procedures.
3. In the event of unusual incidents, emergencies, and/or controversial situations which arise in the performance of their services to the Department, the contractor's agents shall report such incidents to the Department in accordance with the Department's Directives. For

State of Washington  
Department of Corrections

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purposes of this paragraph "unusual incident, emergency, or controversial situations" include but are not limited to any act of violence by a prisoner or other passengers, any escape or attempted escape of a prisoner or any other breach of security, any excessive delay in the transportation of a prisoner, any medical condition of a prisoner or other passenger requiring emergency medical treatment, any mechanical failure that would normally require formal reports to the cognizant regulatory agency and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized or directed by the Department.

4. The contractor shall have the right to refuse any transportation request if not in the best interest of the contractor, and provided the contractor notifies the Department of its refusal within four (4) hours after receiving the request from the Department. It is the contractor's policy to refuse a pick-up order if prisoner is not in custody or out on bond or after contacting the holding agency, a medical condition is present that may endanger the prisoner if he/she is transported or may endanger other prisoners or crew or if there is likelihood the prisoner will need major medical treatment en route. Also, if the prisoner has a severe physical handicap which would make him non-ambulatory, the contractor, in certain cases, is forbidden by Federal Regulations to transport him. In the event alternative transportation is not available and the transportation request is refused there shall be no charge to the Department.
5. Further, the Contractor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the Contractor's Officer-In-Command or management, might be detrimental or dangerous to the safety of the transporting vehicle or its passengers. In the event that the Contractor refuses to transport any such individual, the Department shall be notified immediately and there shall be no charge to the Department.
6. Agents of the Contractor shall assume custody of such prisoners from authorized agents of the Department, at a location near the place of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified locations. Upon arrival, Contractor shall surrender custody of such prisoners to the Department or the law enforcement agency as designated by the Department. The Department shall have the right to

cancel its pickup order within twenty-four (24) hours after placing the order. Any other cancellation may be made only with the consent of the contractor. If the contractor is en route or attempts to pick up a prisoner and then that pick up is canceled, the Department is subject to a

cancellation charge of from 25% to 100% of the original charge for that trip.

7. To insure that prisoners are surrendered by the contractor to the custody of the Department or its duly authorized agents, corroborative identification of Department personnel designated to accept custody of the prisoners shall be presented to the contractor's personnel at the place and time of surrender of custody. The contractor shall not surrender custody of prisoners without first verifying the identification of persons to whom custody of prisoners is being transferred.
8. In the event of delays requiring lodging for prisoners, the contractor shall arrange secure lodging of prisoners in custody in appropriate local detention facilities. Only under circumstances where diligent efforts have been made to lodge prisoners in an appropriate local detention facility and such efforts have failed shall Contractor lodge prisoners in a private/public motel or hotel. In such cases, no more than two(2) prisoners may be lodged in a room together, and a Contractor employee shall at all times be present and alert.
9. In the event of delays whether or not beyond the contractor's control, including inclement weather or mechanical malfunctions, the contractor shall provide for all prisoner costs, except medical, related to such delays including, but not limited to, food and lodging.
10. All prisoners' medical costs, including costs of transportation to or from any medical facility shall be paid by the Department. The Contractor shall be authorized to obtain emergency and/or routine medical treatment for prisoners whenever deemed necessary. All such expenditures shall be reported to the Department in detail.

## TRANSPORTATION OF PRISONERS WHO MAY HAVE MEDICAL PROBLEMS

TCA reserves the right to refuse to transport persons with medical problems when there is a risk of acute or chronic medical condition(s) worsening as a result of motor vehicle transport. When medical status of the individual is prohibitive to ground transport, TCA will offer the requesting agency escorted transport by commercial air at applicable rates if a written release for such travel is available from licensed medical personnel. TCA has learned through years of experience and many miles of prisoner transport that seemingly minor medical conditions can worsen or require immediate medical attention during extended ground trips. In such cases, there is potential for unnecessary discomfort or suffering by the passenger and added cost to the requesting agency.

Medical conditions that exclude persons from TCA ground transport eligibility include, but are not limited to, the following:

- a. Cardiovascular problems requiring medication or prescribed procedures;
- b. Diabetics whereby prescribed medication must be injected and/or refrigerated;
- c. Epilepsy whereby seizure activity is not adequately controlled;
- d. Pregnancy;
- e. Fractured bones requiring casts or braces designed to immobilize injured areas;
- f. Critical wounds;
- g. Communicable diseases or any other medical condition that may place the passenger, transport personnel and other passengers at risk.

In any case not covered above, or in which the holding agency has not accurately advised the requesting agency and/or TCA personnel of the prisoner's medical condition, the TCA Officer-In-Charge shall contact TCA management PRIOR to accepting custody of the prisoner.

## INSURANCE

The contractor shall maintain the following insurance coverage:

1. Comprehensive General Liability- including coverage for professional/law enforcement liability, contractual liability, death, bodily injury, personal injury including false arrest, detention, malicious prosecution, libel, slander, defamation of character, violations of the right of privacy, negligent acts, errors and omissions attributable to the contractor in an amount not less than one million dollars (\$1,000,000) per occurrence. This comprehensive general liability coverage may be provided by a combination of two or more policies.
2. Comprehensive Automobile Liability- including coverage for owned, non-owned and hired automobiles in an amount not less than one million five hundred thousand dollars (\$1,500,000), combined single limit (CSL).
3. Worker's Compensation- in an amount required by applicable state law, including employers' liability insurance in an amount not less than one hundred thousand dollars (\$100,000) per occurrence with all States Endorsement type.

Certificates of the above referenced coverage, with a twenty (20) day cancellation clause, shall be on file and available to the Department upon request. Cancellation of the above-referenced insurance coverage shall be grounds for termination of this contract.

## METHOD OF COMPENSATION

1. The Department shall compensate the contractor for transportation of passengers in accordance with the rate sheet attached hereto as Exhibit "A".
2. The method of compensation for transportation services provided by TCA is determined by a per mileage fee. The rate per mile is \$.70 assessed on one way ground mileage from the point of pick up to the point of drop off. There is a \$300.00 minimum charge per prisoner per

trip. Mileage is determine by the Rand McNally Road Atlas (last printing 1987), Library of Congress #79-62950.

3. Transport of Females:

An additional charge of \$.10 per mile is assessed for transportation of female prisoners in addition to all other applicable charges.

4. Special Services: When TCA is requested to transport juveniles, or adults with mental impairment, any passengers for whom TCA is not notified at least two (2) business days in advance of the pick up date, the company with perform such service at the applicable ground mileage rate plus an additional charge equal to 100% of the mileage rate.

These charges will be in addition to all other applicable charges.

#### TERMINATION

This contract shall become effective upon compliance with all provisions herein and signature by the parties to be charged and shall remain in effect until terminated by either party upon giving thirty (30) days notice to the other party by certified mail, return receipt requested.

#### INDEMNIFICATION

Contractor hereby warrants that all of its work will be performed in accordance with generally accepted prisoner transportation practices and standards, as well as the requirements of applicable Federal, State and local laws. Contractor shall indemnify, hold harmless and defend the Department, its agents and employees, from and against any and all actions, claims, damages, disabilities, or expenses, that may be asserted by any person or entity, arising out of or in connection with the activities necessary to perform the services and complete the tasks provided for herein, but excluding liability due to the negligence or wilful misconduct of the Department. This indemnification is limited to the

insurance coverage maintained by the Contractor.

#### ASSIGNMENT AND DELEGATION

Contractor shall not assign, sublet or transfer any interest in and duty under this agreement without the consent of the Department and no assignment shall be of any force or effect whatsoever unless and until the Department shall have so consented in writing.

#### SEVERABILITY

If any term or provision of this agreement shall be found to be illegal or unenforceable, then, notwithstanding this agreement shall remain in full force and effect and such term of provision shall be deemed stricken.

Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Tennessee. Venue shall be in Davidson County, Tennessee.

#### SECTION HEADINGS

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

#### OBJECTION TO STATEMENTS

Department's failure to object to any statement, invoice or billing rendered by Contractor within thirty (30) days after receipt thereof shall constitute Department's acquiescence with respect thereto and shall render such statement, invoice or billing in account stated between Contractor and Department.

## AMENDMENT AND WAIVER IN WRITING

No provision of this agreement can be amended or waived, except by a statement in writing, signed by the party against which enforcement of the amendment or waiver is sought.

## NOTICES

Any communications concerning this agreement shall be addressed as follows:

As to Contractor: JACK MAY, PRESIDENT  
TRANSCOR AMERICA, INC.  
P.O. BOX 100852  
NASHVILLE, TN 37224

As to Department: ATTN JIM THATCHER  
STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS  
DIVISION OF OFFENDER PROGRAMS  
PO BOX 41126  
OLYMPIA WA 98504-1126

## ENTIRE AGREEMENT

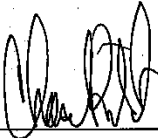
All of the agreements between the parties are included herein and no warranties, expressed or implied, representations, promises or statements, have been made by either party unless endorsed herein in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this agreement.

This contract shall work to the benefit of, and be binding upon, the parties, their successors and assigns upon this contract for one year from date of signature by both parties.




IN WITNESS WHEREOF, the parties hereto have hereunto executed this contract on the day and year above written.

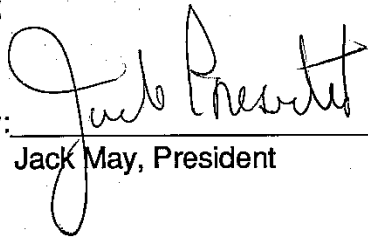
AS TO THE DEPARTMENT OF CORRECTIONS:

By:   
Secretary

Date: February 4, 1992

AS TO TRANSCOR AMERICA, INC.

  
R.C. Hancock,  
Executive Administrator

By:   
Jack May, President

Date: 2/11/92

TRANSCOR AMERICA, INC.

SCHEDULE A

CONTRACTUAL RATES FOR PRISONER  
TRANSPORTATION SERVICE

The method of compensation for transportation services provided by TCA is determined by a per mileage fee. The rate per mile is \$.70 assessed on one way ground mileage from the point of pick up to the point of drop off. There is a \$300.00 minimum charge per trip. Mileage is determined by the Rand McNally Road Atlas (last printing 1987), Library of Congress #79-62950.

DISCOUNTS

Ten percent (10%) discount for an additional passenger transported between the same pick up and drop off points at the same time.

SURCHARGES

The following surcharges are in addition to all other applicable transportation rates:

Transport of Females - An additional charge of \$.10 per mile per female passenger is assessed in addition to all other applicable charges.

Special Services - When TCA is requested to transport juveniles, or adults with mental impairment, or any passengers for whom TCA is not notified at least two (2) business days in advance of the pick up date, the company will perform such service at the applicable ground mileage rate plus an additional charge equal to 100% of the mileage rate.