

**TRAVELING NURSES  
SUPPLEMENTAL HEALTH CARE  
COR-STNDRD-2024-0657-HSB**

**THIS CONTRACT** is entered into by and between the State of Montana, **Montana Department of Corrections**, (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301, (406) 444-3930, and SHC Services, Inc. d/b/a Supplemental Health Care, (Contractor), whose address and phone number are 6955 Union Park Center Drive, Suite #400 Cottonwood Heights, UT 84047, (716) 541-2627.

**1. EFFECTIVE DATE, DURATION, AND RENEWAL**

**1.1 Contract Term.** The Contract's initial term is, October 1, 2023, through September 30, 2024, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

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

**2. COST ADJUSTMENTS**

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

**3. SERVICES AND/OR SUPPLIES**

Contractor will provide State the following:

**A. NURSING SERVICES**

Contractor agrees to provide temporary nursing services by nurses appropriately qualified, trained, and licensed by the State of Montana or licensed with a Multistate Privilege in a compact state. Services will be provided at Department facilities statewide as needed. Contractor will provide the Contract liaison with resumes and other pertinent information for each nurse. State reserves the right to reject proposed nurses, without cause, or to ask for removal of a nurse at any time. The Contractor shall ensure that all the Contractor's employees sent to the facility under this agreement are:

- Appropriately licensed in the State.
- Have received appropriate training with respect to life and safety issues, HIPPA regulations, Infection Control, and the transmission of blood-borne pathogens.
- Have current TB testing; and
- Are trained, experienced, and qualified to perform the duties specified and made known to the Contractor by the State.

Further the parties agree that the contractual time period specified shall not be construed as an absolute right or guarantee of any nurse to work within the facility during this time period.

Health care services shall include, but not be limited to the following:

- Intake screening/physical assessment
- Review of inmate health care record within 24 hours of the inmate's arrival
- Pre-operative care
- Post-operative care
- Short term nursing care for acute illness
- Daily triage of Health Care Requests (HCR)
- Assessment of inmates in segregation for suitability in such placements
- Management of communicable diseases and infection control
- Provisions of routine health care assessment and sick call
- Maintaining current medical health care records of each inmate
- Medication Administration
- Provision of all provider orders for medication
- Health Education
- Emergency Care

## **B. SCHEDULING**

Contractor will provide appropriately licensed nurses to adequately cover the agreed-upon daily nursing shifts. State will provide nurses with ten (10) days advance notice prior to modifying the agreed-upon schedule.

If a shift(s) is canceled without proper advance notice, State shall be liable to pay for that specified shift(s) and mileage incurred. Nurses will make every effort to provide the Contract Liaison at least 24 hours' notice if a shift cannot be filled by said nurse. Absent such notice, said nurse shall complete all assigned shifts.

## **C. HOUSING**

State will provide nurses with adequate lodging that is quiet, clean, private, secure, climate controlled, and includes a television, at a motel in the city in which the facility is located.

State will provide nurse assigned to MSP with adequate lodging located at 901 Mill Street, Deer Lodge, MT 59722. In the event, lodging is not available at 901 Mill Street, a local motel may be used. Lodging will be quiet clean, private, secure, climate-controlled., and includes a television.

## **D. TRAINING**

Nurses must attend a pre-employment safety and security training class at the facility at which they will be working prior to being allowed to work. This training will include a minimum of two shifts of on-the-job training in the facility infirmary. Training will last approximately 36 hours. Nurses will be compensated for training in accordance with the payment schedule listed herein.

## **E. EMPLOYEE SCREENING AND BACKGROUND CHECKS**

Prior to hiring nurses who will provide services under this contract, Contractor shall conduct reasonable and appropriate employment and other background or reference checks of said nurses and shall maintain the documentation for subsequent inspection by State as requested.

**4. WARRANTIES**

**4.1 Warranty of Services.** Contractor represents and warrants that the services will be performed in a professional and workmanlike manner with a degree of care, skill, and competence that is consistent with generally accepted industry standards reasonably expected of similar types of engagements. Contractor warrants that the manner in which it provides the services conform to the Contract requirements, including all descriptions, specifications, and attachments made a part of this Contract. State's acceptance of services provided by Contractor will not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor will be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

**5. CONSIDERATION/PAYMENT**

**5.1 Payment Schedule.** In consideration of the services to be provided, State will pay Contractor according to the following billable rates:

- 1) Registered Nurse (RN) – **\$76.00** per hour
- 2) Licensed Practical Nurses (LPN) – **\$59.00** per hour
- 3) Certified Nurse Aides (CNA) – **\$43.00** per hour

Compensation paid to Contractor shall not exceed **\$420,000.00** per calendar year for the services described herein.

**5.1.1 Overtime Compensation.** Contractor must have written State pre-approval prior to all overtime 24 hours in advance. Overtime paid by State facilities is defined as; only the hours worked at a State facility in excess of forty (40) hours in a State workweek pay period (Saturday-Friday). Overtime will be billed at a premium overtime rate of ten and 00/100 Dollars (**\$10.00**) above the regular rate. State reserves the right to suggest schedule changes in an effort to eliminate additional overtime/holiday costs.

**5.1.2 Crisis Rate Increase.** In the event of a crisis assignment, rates can be increased to the regular hourly rate plus a minimum of \$5.00 to a maximum of \$45.00 per hour with written prior approval by the facility Health Services Manager and/or Health Services Bureau Chief.

**5.1.3 Per Diem.** This rate is inclusive of all travel, housing, and per diem. State 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.

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

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

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

**6. NON-EXCLUSIVE CONTRACT**

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

**7. PREVAILING WAGE REQUIREMENTS**

**7.1 Montana Resident Preference.** The nature of the work performed, or services provided, under this Contract meets the statutory definition of a “public works contract” in § 18-2-401(11), MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or non-construction services. Contractor will abide by the requirements set out in §§ 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with §§ 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry. The Contractor is directed to the Montana Prevailing Wages Rates for (insert type of service) (insert year). Please see Attachment A, rates can also be located at the following link: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>.

**7.2 Standard Prevailing Rate of Wages.** Unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with §§ 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in § 18-2-401(11), MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers will pay during the public works contract.

The standard prevailing rate of wages paid to workers under this Contract must be adjusted 12 months after the date of the award of the public works contract per § 18-2-417, MCA. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the Contract. This adjustment is the sole responsibility of Contractor and no cost adjustment in this Contract will be allowed to fulfill this requirement.

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

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

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

**7.4 Wage Rates, Pay Schedule, and Records.** Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer will maintain payroll records in a manner readily capable of being certified for submission under § 18-2-423, MCA, for not less than three (3) years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

**7.5 New Prevailing Wage Rates Applicable Upon Renegotiation.** If the initial Contract provides for an extension of the contract at the same negotiated compensation rate originally agreed on, this constitutes a "renewal" that would utilize the same prevailing wage rates (base and fringe benefits) in effect at the time of the initial solicitation.

An increased or decreased compensation rate for the contractor during the agreed extension of the Contract constitutes a "renegotiation" and the prevailing wage rates in effect at the time of such renegotiation would apply. In addition, the 30-month period restarts.

## **8. ACCESS AND RETENTION OF RECORDS**

**8.1 Access to Records.** Contractor will provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under Section 17, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (§ 18-1-118, MCA.) The offender's protected health information (PHI) will not be made accessible to Legislative Auditor Division without a HIPAA-compliant release and if applicable a 42 CFR Part-2 compliant release signed by the offender.

**8.2 Retention Period.** Contractor will create and retain all records supporting the provision of services pursuant to this Contract for a period of eight (8) years after either the completion date of this Contract or termination of the Contract.

## **9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

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

## **10. DEFENSE, INDEMNIFICATION / HOLD HARMLESS**

Contractor shall defend, indemnify and hold harmless the State of Montana and the contracting agency hereunder and their elected and appointed officials, agents, and employees, while acting within the scope of

their duties as such, from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses or fees, including the reasonable cost of defense thereof and attorney fees, arising or awarded in favor of Contractor's or its subcontractor's employees or agents or third parties for bodily or personal injuries, death, damage to property, or financial or other loss resulting or allegedly resulting in whole or part from (i) the services performed or products provided or (ii) other acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State.

## **11. REQUIRED INSURANCE**

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

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

**11.3 Specific Requirements for Commercial General Liability.** Contractor will purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,000,000** per occurrence and **\$2,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

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

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

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

**11.5 Specific Requirements for Professional Liability.** Contractor will 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 this 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.

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

**11.7 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301. *The certificates must name the State of Montana as certificate holder and Contractor will provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

## **12. LICENSURE**

Contractor agrees to provide the State with copies of appropriate current licenses issued under Title 37 of the Montana Code Annotated for all persons performing services under this Contract, prior to services stated herein being provided.

## **13. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractor will comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301.

## **14. COMPLIANCE WITH LAWS**

**14.1 Applicable Laws.** Contractor will, 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 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana 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.

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

**15. DISABILITY ACCOMMODATIONS**

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

**16. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sosmt.gov>.

**17. CONTRACT TERMINATION**

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

**17.2 State Termination for Convenience.** State may, by written notice to Contractor, terminate this Contract without cause and without incurring liability to Contractor. State will give notice of termination to Contractor at least **30** days before the effective date of termination. State will pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State will not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.



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

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

**17.5 Right of Assurance.** If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this Contract, State may demand in writing that Contractor give a written assurance of intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at State's option, be the basis for terminating this Contract and pursuing the rights and remedies available under this Contract or law.

## **18. EVENT OF BREACH – REMEDIES**

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

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract;
- Beginning work under this Contract without prior State approval or breaching Section 23.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

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

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

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

Upon State's material breach, Contractor may:

- Terminate this Contract under Section 17.3, Contractor Termination for Cause with Notice to Cure Requirement, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

**19. FORCE MAJEURE**

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

**20. WAIVER OF BREACH**

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

**21. CONFORMANCE WITH CONTRACT**

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

**22. LIAISONS AND SERVICE OF NOTICES**

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

Anita Thorpe is State's liaison  
500 Conley Lake Road  
Deer Lodge, MT 59722  
406-415-6521  
[athorpe@mt.gov](mailto:athorpe@mt.gov)

David Emery is Contractor's liaison  
6955 Union Park Center Drive, Suite  
#400 Cottonwood Heights, UT 84047469-  
844-8908  
[demery@shccares.com](mailto:demery@shccares.com) &  
[legalnotice@shccares.com](mailto:legalnotice@shccares.com)

**22.2 Contract Manager.** State's Contract Manager identified below is State's single point of contact and will perform all contract management on State's behalf. Written notices, requests, complaints, or any other issues regarding this Contract should be directed to State's Contract Manager.

Ashley Salmon is State's Contract Manager  
5 S. Last Chance Gulch  
Helena, MT 59620  
406-444-4931  
[Ashley.Salmon@mt.gov](mailto:Ashley.Salmon@mt.gov)

**22.3 Notifications.** State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, email, mail, or facsimile. If notice is provided by personal service, email, or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective on the third business day after mailing.

## **23. MEETINGS**

**23.1 Technical or Contractual Problems.** Contractor will meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State will provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

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

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

## **24. TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor will provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such

transition assistance. State will pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

**25. CHOICE OF LAW AND VENUE**

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party will pay its own costs and attorney fees, except as provided in **Section 10, Defense, Indemnification/Hold Harmless**.

**26. TAX EXEMPTION**

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq.

**27. PERSONAL PROPERTY TAX**

All personal property taxes will be paid by Contractor.

**28. AUTHORITY**

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

**29. SEVERABILITY**

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

**30. PARAGRAPH HEADINGS**

The captions and headings set forth in this Contract are for convenience of reference only and will not be construed so as to define or limit the terms and provisions hereof.

**31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**31.1 Contract.** This Contract consists of **13** numbered pages, any Attachments as required, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

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

**32. WAIVER**

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

**33. EXECUTION**

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

**STATE OF MONTANA**

**Montana Department of Corrections  
5 S. Last Chance Gulch  
Helena, MT 59620-1301**

**SHC Services, Inc. d/b/a Supplemental Health  
Care  
6955 Union Park Center Drive, Suite #400  
Cottonwood Heights, UT 84047**

DocuSigned by:  
*Cynthia McGillis-Hiner* 9/26/2023  
E9FD4E82FFD9421  
Cynthia McGillis-Hiner (Date)  
Bureau Chief  
Health Services Bureau

DocuSigned by:  
*David Emery* 9/25/2023  
8EE606D7146E4B6...  
David Emery (Date)  
Business Development Director

Approved as to Form:

DocuSigned by:  
*Ashley Salmon* 9/25/2023  
B98C1BE4498E492...  
Ashley Salmon, Contracts Officer (Date)  
Financial Services Bureau

Approved as to Legal Content:

DocuSigned by:  
*Iryna O'Connor* 9/25/2023  
2890DE391609463...  
Iryna O'Connor, Legal Counsel (Date)  
Legal Services Bureau

MONTANA  
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2023

**Effective: January 14, 2023**

*Greg Gianforte, Governor  
State of Montana*

*Laurie Esau, Commissioner  
Department of Labor & Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or contact:

Employment Standards Division  
Montana Department of Labor and Industry  
P. O. Box 8011  
Helena, MT 59601  
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

**MONTANA PREVAILING WAGE REQUIREMENTS**

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the Internet at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or contact the department at (406) 444-6543.

LAURIE ESAU  
Commissioner  
Department of Labor and Industry  
State of Montana

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**A. Date of Publication January 14, 2023**

**B. Definition of Nonconstruction Services Occupations**

Section 18-2-401(9)(a)-(9)(l), MCA defines “nonconstruction services” as “...work performed by an individual, not including management, office, or clerical work, for:

- (a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
- (b) custodial or security services for publicly owned buildings and facilities;
- (c) grounds maintenance for publicly owned property;
- (d) the operation of public drinking water supply, waste collection, and waste disposal systems;
- (e) law enforcement, including janitors and prison guards;
- (f) fire protection;
- (g) public or school transportation driving;
- (h) nursing, nurse’s aid services, and medical laboratory technician services;
- (i) material and mail handling;
- (j) food service and cooking;
- (k) motor vehicle and construction equipment repair and servicing; and
- (l) appliance and office machine repair and servicing.”

**C. Definition of Public Works Contract**

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”

**D. Prevailing Wage Schedule**

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or by contacting the department at (406) 444-6543.

**E. Rates to Use for Projects**

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

**F. Wage Rate Adjustments for Multiyear Contracts**

Section 18-2-417, MCA states:

*“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.*

*(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.*

*(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”*

**G. Fringe Benefits**

Section 18-2-412, MCA states:

*“(1) To fulfill the obligation...a contractor or subcontractor may:*

*(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;*

*(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or*

*(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.*

*(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”*

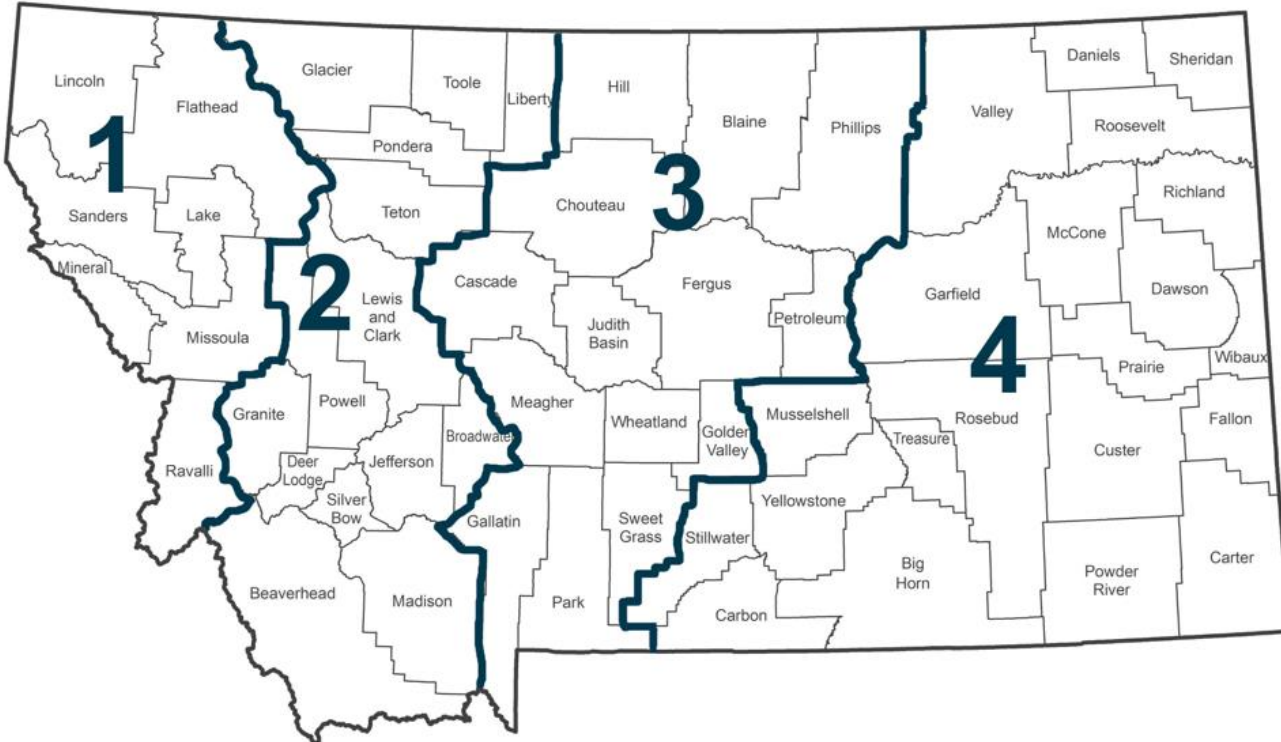
Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.



**H. Prevailing Wage Districts**

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

**Montana Prevailing Wage Districts**



**I. Dispatch City**

ARM, 24.17.103(11), defines dispatch city as “...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

- District 1 – Kalispell and Missoula:** includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;
- District 2 – Butte and Helena:** includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;
- District 3 – Bozeman and Great Falls:** includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;
- District 4 – Billings, Miles City and Sidney:** includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

**J. Zone Pay**

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

**K. Computing Travel Benefits**

ARM, 24.17.103(23), states “ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

**L. Per Diem**

ARM, 24.17.103(19), states “ *‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.*”

**M. Apprentices**

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), MCA states “...*The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.*” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

**N. Posting Notice of Prevailing Wages**

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...*performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.*”

**O. Employment Preference**

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

**P. Occupations Definitions**

You can find definitions for these occupations on the following Bureau of Labor Statistics website:  
[http://www.bls.gov/oes/current/oes\\_stru.htm](http://www.bls.gov/oes/current/oes_stru.htm)

**Q. Nonconstruction Services Occupations**

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS  
MAINTENANCE AND REPAIR WORKERS (GENERAL)  
STATIONARY ENGINEERS AND BOILER OPERATORS

CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS  
JANITORS AND CLEANERS  
PARKING ENFORCEMENT WORKERS  
PARKING LOT ATTENDANTS  
SECURITY AND FIRE ALARM SYSTEMS REPAIRERS  
SECURITY GUARDS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS  
FOREST AND CONSERVATION TECHNICIANS  
FOREST AND CONSERVATION WORKERS  
FOREST EQUIPMENT OPERATORS  
LANDSCAPING AND GROUNDSKEEPING WORKERS  
MATERIAL MOVING WORKERS (ALL OTHER)  
MEDIUM TRUCK DRIVERS  
PEST CONTROL WORKERS  
PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)  
TREE TRIMMERS AND PRUNERS

OPERATION OF PUBLIC DRINKING WATER SUPPLY,  
WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR TRAILER TRUCK DRIVERS  
LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS  
RECYCLING AND RECLAMATION WORKERS  
REFUSE AND RECYCLABLE MATERIALS COLLECTORS  
SEPTIC TANK SERVICES AND SEWER PIPE CLEANERS  
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS  
POLICE, FIRE, AND DISPATCHERS  
PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS  
FOREST FIREFIGHTERS

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)  
BUS DRIVERS (TRANSIST AND INTERCITY)  
LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS  
EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS  
HOME HEALTH AND PERSONAL CARE AIDES  
LICENSED PRACTICAL NURSES  
MEDICAL AND CLINICAL LABORATORY TECHNICIANS  
MEDICAL AND CLINICAL LABORATORY TECHNOLOGISTS  
MEDICAL ASSISTANTS  
NURSE PRACTITIONERS  
NURSING ASSISTANTS  
ORDERLIES  
PHYSICIANS ASSISTANTS  
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE AND COOKING

COOKS (INSTITUTION AND CAFETERIA)  
FOOD PREPARATION AND SERVING RELATED WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS  
BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS  
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS  
COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS  
COMPUTER USER SUPPORT SPECIALISTS

## WAGE RATES

### MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

#### ELEVATOR REPAIRERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$59.70	\$44.11
District 2	\$59.70	\$44.11
District 3	\$59.70	\$44.11
District 4	\$59.70	\$44.11

#### **Travel:**

##### **All Districts**

0-15 mi. free zone

>15-25 mi. \$47.85/day

>25-35 mi. \$95.70/day

>35 mi. \$104.54/day or cost of receipts for hotel and meals, whichever is greater.

#### **Special Provision:**

When in employees vehicle additional reimbursement of 1.5% of the prevailing wage rate is added to the amounts above..

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#### MAINTENANCE AND REPAIR WORKERS (GENERAL)

District 1	\$23.23	\$7.97
District 2	\$19.97	\$8.86
District 3	\$19.69	\$8.77
District 4	\$21.23	\$9.13

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#### STATIONARY ENGINEERS AND BOILER OPERATORS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$26.05	\$ 4.60
District 2	\$29.00	\$ 8.09
District 3	\$27.31	\$10.40
District 4	\$24.91	\$10.32

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### CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

#### ENVIRONMENTAL SERVICES WORKERS

	<b>Wage</b>	<b>Benefit</b>
District 1	\$15.05	\$5.77
District 2	\$16.85	\$4.80
District 3	\$14.77	\$4.67
District 4	\$14.07	\$3.76

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### JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$17.49	\$4.41
District 2	\$14.14	\$5.54
District 3	\$15.87	\$6.35
District 4	\$14.85	\$7.42

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### PARKING ENFORCEMENT WORKERS

	Wage	Benefit
District 1	\$17.47	\$8.72
District 2	\$17.47	\$8.72
District 3	\$17.47	\$8.72
District 4	\$17.47	\$8.72

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### PARKING LOT ATTENDANTS

No Rate Established

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### SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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### SECURITY GUARDS

	Wage	Benefit
District 1	\$13.97	\$5.18
District 2	\$16.97	\$5.18
District 3	\$16.97	\$5.18
District 4	\$15.28	\$5.18

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### GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

#### FALLERS

No Rate Established

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### FOREST AND CONSERVATION TECHNICIANS

No Rate Established

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### FOREST AND CONSERVATION WORKERS

No Rate Established

[↑ Back to Table of Contents](#)

### FOREST EQUIPMENT OPERATORS

No Rate Established

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### LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	\$18.02	\$6.27
District 2	\$14.97	\$3.56
District 3	\$19.89	\$9.47
District 4	\$19.38	\$5.77

Duties Include:

Shovel snow from walks, driveways, or parking lots and spread salt in those areas. Grounds maintenance of cemeteries.

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### MATERIAL MOVING WORKERS (ALL OTHER)

	Wage	Benefit
District 1	\$24.97	\$11.43
District 2	\$24.97	\$11.43
District 3	\$22.06	\$ 6.18
District 4	\$20.10	\$12.79

Occupations Include:

Bulldozer Operator, Freight Elevator Operator, Shovel Operator

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## MEDIUM TRUCK DRIVERS

	Wage	Benefit
District 1	\$24.11	\$10.43
District 2	\$25.09	\$10.81
District 3	\$23.19	\$ 9.07
District 4	\$23.19	\$ 9.07

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## PEST CONTROL WORKERS

No Rate Established

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## PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)

	Wage	Benefit
District 1	\$18.96	\$6.43
District 2	\$19.55	\$5.28
District 3	\$19.35	\$5.98
District 4	\$16.72	\$9.14

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## TREE TRIMMERS AND PRUNERS

	Wage	Benefit
District 1	\$32.14	\$14.89
District 2	\$30.18	\$ 9.78
District 3	\$30.18	\$ 9.78
District 4	\$30.18	\$10.28

## Travel

**Districts 1 – 3**

No Rate Established

**District 4**

0-25 mi. - free zone

>25-50 mi. - \$20.00/day

>50 mi. - \$70.00/day

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OPERATION OF PUBLIC DRINKING WATER SUPPLY,  
WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

## HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	Wage	Benefit
District 1	\$22.95	\$10.27
District 2	\$22.95	\$10.27
District 3	\$22.95	\$10.27
District 4	\$22.75	\$10.16

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LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	\$23.50	\$10.09
District 2	\$19.93	\$ 9.03
District 3	\$20.06	\$ 9.21
District 4	\$20.27	\$ 9.37

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RECYCLING AND RECLAMATION WORKERS

No Rate Established

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REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	Wage	Benefit
District 1	\$23.58	\$12.02
District 2	\$22.95	\$11.81
District 3	\$25.09	\$ 9.87
District 4	\$23.84	\$ 7.82

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SEPTIC TANK SERVICES AND SEWER PIPE CLEANERS

No Rate Established

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WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	Wage	Benefit
District 1	\$23.66	\$ 9.79
District 2	\$26.62	\$11.20
District 3	\$23.48	\$ 9.40
District 4	\$25.34	\$ 8.82

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## LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

## CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	\$23.22	\$10.22
District 2	\$19.52	\$10.22
District 3	\$20.85	\$ 5.97
District 4	\$20.39	\$11.05

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## POLICE, FIRE, AND AMBULANCE DISPATCHERS

	Wage	Benefit
District 1	\$23.68	\$11.28
District 2	\$22.10	\$11.28
District 3	\$19.77	\$13.04
District 4	\$22.43	\$10.16

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## PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

	Wage	Benefit
District 1	\$22.75	\$10.79
District 2	\$23.60	\$11.24
District 3	\$21.57	\$10.42
District 4	\$21.97	\$10.45

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## FIRE PROTECTION

## FIRE EXTINGUISHER REPAIRERS

No Rate Established

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## FOREST FIREFIGHTERS

No Rate Established

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## PUBLIC OR SCHOOL TRANSPORTATION DRIVING

## BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)

	Wage	Benefit
District 1	\$19.48	\$4.21
District 2	\$19.47	\$5.98
District 3	\$22.10	\$5.66
District 4	\$17.82	\$4.14

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## BUS DRIVERS (TRANSIT AND INTERCITY)

	Wage	Benefit
District 1	\$18.17	\$7.76
District 2	\$18.12	\$8.05
District 3	\$18.61	\$6.70
District 4	\$21.15	\$6.55

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## LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

	Wage	Benefit
District 1	\$15.73	\$4.54
District 2	\$14.43	\$3.73
District 3	\$14.53	\$5.08
District 4	\$14.32	\$5.02

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## NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

## BREATH ALCOHOL TECHNICIANS

No Rate Established

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## EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS

	Wage	Benefit
District 1	\$20.04	\$7.28
District 2	\$27.50	\$7.36
District 3	\$20.27	\$7.00
District 4	\$20.07	\$7.20

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## HOME HEALTH AND PERSONAL CARE AIDES

	Wage	Benefit
District 1	\$12.84	\$5.78
District 2	\$14.21	\$5.94
District 3	\$12.98	\$5.26
District 4	\$11.65	\$7.14

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## LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	\$24.73	\$6.48
District 2	\$24.81	\$6.02
District 3	\$26.07	\$4.31
District 4	\$26.05	\$7.57

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## MEDICAL AND CLINICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	\$24.38	\$8.13
District 2	\$27.65	\$8.10
District 3	\$32.79	\$8.02
District 4	\$27.95	\$8.09

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## MEDICAL AND CLINICAL LABORATORY TECHNOLOGIST

	Wage	Benefit
District 1	\$34.83	\$ 9.96
District 2	\$34.08	\$ 8.74
District 3	\$33.56	\$ 9.64
District 4	\$33.99	\$10.90

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## MEDICAL ASSISTANTS

	Wage	Benefit
District 1	\$20.60	\$7.00
District 2	\$20.51	\$5.33
District 3	\$18.55	\$4.66
District 4	\$19.72	\$7.07

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## NURSE PRACTITIONERS

	Wage	Benefit
District 1	\$48.39	\$13.73
District 2	\$55.50	\$16.96
District 3	\$59.63	\$ 8.53
District 4	\$60.48	\$11.81

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## NURSING ASSISTANTS

	Wage	Benefit
District 1	\$15.67	\$3.68
District 2	\$16.91	\$4.30
District 3	\$15.45	\$4.15
District 4	\$16.11	\$4.58

Occupations Include:  
Certified Nursing Assistants, Hospital Aides, Infirmary Attendants

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## ORDERLIES

No Rate Established

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## PHYSICIANS ASSISTANTS

	Wage	Benefit
District 1	\$56.56	\$11.28
District 2	\$57.80	\$10.78
District 3	\$58.56	\$10.27
District 4	\$62.07	\$14.34

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## REGISTERED NURSES

	Wage	Benefit
District 1	\$32.62	\$ 8.14
District 2	\$38.89	\$10.26
District 3	\$34.61	\$ 6.30
District 4	\$35.42	\$ 9.59

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## MATERIAL AND MAIL HANDLING

### FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage	Benefit
District 1	\$17.10	\$6.45
District 2	\$16.06	\$5.66
District 3	\$16.15	\$5.62
District 4	\$17.59	\$6.72

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## FOOD SERVICE AND COOKING

### COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	\$17.13	\$4.51
District 2	\$16.97	\$6.35
District 3	\$15.69	\$4.76
District 4	\$15.77	\$5.71

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### FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	\$14.12	\$3.63
District 2	\$15.33	\$4.40
District 3	\$13.55	\$5.38
District 4	\$13.87	\$4.11

Occupations Include:  
Dietary Aides, Counter Attendants, and Dining Room Attendants.

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## MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

### AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS

	Wage	Benefit
District 1	\$24.33	\$4.66
District 2	\$22.93	\$4.17
District 3	\$26.04	\$4.71
District 4	\$24.86	\$3.90

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## BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS

	Wage	Benefit
District 1	\$28.06	\$10.17
District 2	\$26.72	\$ 9.36
District 3	\$25.82	\$ 8.74
District 4	\$25.91	\$ 8.73

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## CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	\$27.73	\$10.83
District 2	\$26.68	\$11.03
District 3	\$22.18	\$ 8.19
District 4	\$22.15	\$ 8.56

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## APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

## APPLIANCE MECHANICS

No Rate Established

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## COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS

No Rate Established

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## COMPUTER USER SUPPORT SPECIALISTS

	Wage	Benefit
District 1	\$30.32	\$10.34
District 2	\$27.14	\$11.55
District 3	\$24.72	\$ 6.96
District 4	\$24.49	\$ 8.65

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