CONTRACT AMENDMENT NO. 4
CONTRACT FOR LABORATORY SERVICES
CONTRACT # COR13-2620T

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Department of Corrections, Montana Women's Prison (STATE/DEPARTMENT), whose address and phone number are PO Box 201301, Helena, MT 59624, 406-444-3930 and Pathology Associates Medical Laboratories, L.L.C., a Washington limited liability company dba PAML (CONTRACTOR), whose address and phone number are 611 N. Iron Bridge Way Ste 100, Spokane, WA 99202
ph: 800-541-7891. This Contract is amended for the following purpose(s):

1) In accordance with the section entitled Time of Performance, both parties mutually agree to extend this Contract for the period December 1, 2016, through November 30, 2017, per the terms, conditions, and prices agreed upon. This is the fourth renewal, fifth year of the Contract.

2) Section 3.1 Patient Billing Information, Subpart B Submittal of Claims is amended to:

   All laboratory services will be billed to Xerox on a HCFA-1500 claim form. Billing information shall include, but is not 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

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

   All Contractor claims must be submitted within one (1) calendar year of date of service. The department will accept no adjustments, including coding and late-charge adjustments, later than 30 days after payment of the original claim. Claims submitted after one calendar year, or adjustments or late charges submitted 30 days after payment of the original claim, which would have resulted in an increased payment, will be forfeited. The department shall have no liability for claims, when said claims are not submitted in accordance with this requirement.

3) The DEPARTMENT'S Liaison is hereby changed to:
   Tonya Dempster, Health Services Manager, 701 S. 27th Street, Billings, MT 59101, 406-247-5105. *Alternate – Theresa Kauffmann, Medical Assistant, 701 S. 27th Street, Billings, MT 59101, 406-247-5135

Except as modified above, all other terms and conditions of Contract COR13-2620T remain unchanged.

STATE OF MONTANA

Department of Corrections
Montana Women's Prison
PO Box 201301
Helena, MT 59624

BY: Connie Winner
(Name/Title)

Connie Winner
Clinical Services Division
(Signature)

DATE: 12/14/16

Pathology Associates Medical Laboratories, L.L.C.
dba PAML
611 N. Iron Bridge Way Ste 100
Spokane, WA 99202
FEDERAL ID # 27-0943279

BY: Clarissa Wilcox CFO
(Name/Title)

(Signature)

DATE: 1/16/17

Approved as to Legal Content:

Colleen Ambrose 12-12-16
Legal Counsel (Date)

Approved as to Form:

Lia Snyder December 9, 2016
Procurement Officer (Date)
State Procurement Bureau

CONTRACT AMENDMENT NO. 3
CONTRACT FOR LABORATORY SERVICES
CONTRACT # COR13-2620T

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Department of Corrections, Montana Women's Prison (STATE), whose address and phone number are PO Box 201301, Helena, MT 59624, 406-444-3930 and Pathology Associates Medical Laboratories, L.L.C., a Washington limited liability company dba PAML (CONTRACTOR), whose address and phone number are 611 N. Iron Bridge Way Ste 100, Spokane, WA 99202 ph: 800-541-7891. This Contract is amended for the following purpose(s):

1) In accordance with the section entitled Time of Performance, both parties mutually agree to extend this Contract for the period December 1, 2015, through November 30, 2016, per the terms, conditions, and prices agreed upon. This is the third renewal, fourth year of the Contract.

Except as modified above, all other terms and conditions of Contract COR13-2620T remain unchanged.

STATE OF MONTANA

Department of Corrections
Montana Women's Prison
PO Box 201301
Helena, MT 59624

BY: Connie Winner, Clinical Services Division Administrator (Name/Title)

Connie Winner (Signature)

DATE: 10-29-15

Pathology Associates Medical Laboratories, L.L.C.

dba PAML
611 N. Iron Bridge Way Ste 100
Spokane, WA 99202
FEDERAL ID # 27-0943279

BY: Clarissa Willett /CFO (Name/Title)

(Signature)

DATE: 11/16/15

Approved as to Legal Content:

10-20-15
Legal Counsel (Date)

Approved as to Form:

Lia Snyder October 7, 2015
Procurement Officer (Date)
State Procurement Bureau

CONTRACT AMENDMENT NO. 2
CONTRACT FOR LABORATORY SERVICES
CONTRACT # COR13-2620T

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Department of Corrections, Montana Women's Prison (STATE), whose address and phone number are PO Box 201301, Helena, MT 59624, 406-444-3930 and Pathology Associates Medical Laboratories, L.L.C., a Washington limited liability company dba PAML (CONTRACTOR), whose address and phone number are 611 N. Iron Bridge Way Ste 100, Spokane, WA 99202 ph: 800-541-7891. This Contract is amended for the following purpose(s):

1) In accordance with the section entitled Time of Performance, both parties mutually agree to extend this Contract for the period December 1, 2014, through November 30, 2015, per the terms, conditions, and prices agreed upon. This is the second renewal, third year of the Contract.

Except as modified above, all other terms and conditions of Contract COR13-2620T remain unchanged.

STATE OF MONTANA

Department of Corrections
Montana Women's Prison
PO Box 201301
Helena, MT 59624

BY: Connie Winner, Clinical Services Administrator
(Name/Title)

Connie Winner
(Signature)

DATE: 12/12/14

Pathology Associates Medical Laboratories, L.L.C.

dba PAML
611 N. Iron Bridge Way Ste 100
Spokane, WA 99202
FEDERAL ID # 27-0943279

BY: Clarissa Willett
(Name/Title)

(Signature)

DATE: 12/9/2014

Approved as to Legal Content:

Colleen Clarbour 12-12-14
Legal Counsel (Date)

Approved as to Form:

Lia Snyder

11/21/2014
Procurement Officer (Date)
State Procurement Bureau

CONTRACT AMENDMENT NO. 1
CONTRACT FOR LABORATORY SERVICES
CONTRACT # COR13-2620T

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Department of Corrections, Montana Women's Prison (STATE), whose address and phone number are PO Box 201301, Helena, MT 59624, 406-444-3930 and Pathology Associated Medical Lab dba PAML (CONTRACTOR), whose address and phone number are 611 N. Perry Street Suite 2013, Spokane, WA 99202, 406-728-0571. This Contract is amended for the following purpose(s):

1) In accordance with the section entitled Time of Performance, both parties mutually agree to extend this Contract for the period December 1, 2013, through November 30, 2014, per the terms, conditions, and prices agreed upon. This is the first renewal, second year of the Contract.

Except as modified above, all other terms and conditions of Contract COR13-2620T remain unchanged.

STATE OF MONTANA
Department of Corrections
Montana Women's Prison
PO Box 201301
Helena, MT 59624

BY: Joan Daly, Warden
(Name/Title)

Joan Daly
(Signature)

DATE: 11/13/13

Pathology Associated Medical Lab
dba PAML
611 N. Perry Street Suite 203
Spokane, WA 99202
FEDERAL ID # 27-0943279

BY: F Velazquez MD / President & CEO
(Name/Title)

(Signature)

DATE: 12/3/13

Approved as to Legal Content:

Colleen Lambros 10/14/13
Legal Counsel (Date)

Approved as to Form:

Lisa Snyder 9/19/13
Procurement Officer (Date)
State Procurement Bureau

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) **and Pathology Associated Medical Lab (CONTRACTOR)** enter into this Contract **(COR13-2620T)**. The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana Women's Prison
5 S. Last Chance Gulch
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

Pathology Associated Medical Lab
DBA PAML
611 N. Perry Street Suite 203
Spokane, WA 99202
406-728-0571

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 confidential and routine laboratory services, pathology services and consultation. Services will be regularly and conveniently available to meet the needs of individuals served at the DEPARTMENT of Corrections Montana Women's Prison (MWP) located at 701 S 27th St., Billings, MT 59101.

CONTRACTOR will provide adequate, regular, and convenient laboratory services and consultation, ensuring the prompt performance of examinations in the fields of anatomic pathology, hematology, chemistry, microbiology, and serology. These services must be conveniently available to the populations located at MWP. Timely results are required when laboratory services are necessary to diagnose or treat an individual with a critical health status.

2.1 Federal Standards. CONTRACTOR must have a mechanism in place designed for determining performance, acceptability, and compliance with federal standards and Joint Commission on Accreditation of Health Care Organizations (JCAHO) guidelines.

CONTRACTOR agrees all samples will be held in accordance with applicable law and standards and kept available in case additional tests are required.

CONTRACTOR agrees to provide copies of current accreditation by the Clinical Laboratory Improvement Act (CLIA) and College American Pathologist (C.A.P.) to the DEPARTMENT of Corrections annually.

2.2 Supplies and Equipment Provided. CONTRACTOR agrees to provide MWP all needles, tubes, vacutainers, lab requisition forms, and any other supplies necessary for specimen collection and transportation. CONTRACTOR will also provide a dedicated facsimile machine/printer.

2.3 Courier Services. CONTRACTOR will provide courier services for specimen collections at MWP. CONTRACTOR will be responsible for costs of transporting specimens from MWP to CONTRACTOR's facility for testing.

2.4 Processing Time. CONTRACTOR agrees to provide turnaround time of 24 hours for Complete Blood Counts (CBCs) and profiles. All specialty tests will be provided within a timely manner that meets criterion for certification of the laboratory performing the tests.

2.5 Laboratory Service Providers. CONTRACTOR agrees the laboratory shall meet standards for accreditation by the JCAHO. These standards are contained in the current edition of the Comprehensive Accreditation Manual for Pathology and Clinical Laboratory Services published by JCAHO.

If CONTRACTOR utilizes another laboratory for processing certain tests, CONTRACTOR agrees to provide the name and address of any such laboratory, including documentation that CLIA standards are met. DEPARTMENT will send all Acid-Fast testing and H.I.V. testing to the State Laboratory.

2.6 Primary Reference Laboratory. DEPARTMENT will utilize CONTRACTOR for referenced laboratory services. CONTRACTOR acknowledges DEPARTMENT may refer certain tests to other laboratories where circumstances warrant.

2.7 Patient Information and Records. CONTRACTOR agrees to maintain, in accordance with state and federal laws including the requirements of HIPAA and the Federal Privacy Act (Title V U.S., Code 552 (a)), the security, confidentiality, privacy and integrity of all patient records and health care information prepared or maintained incidental to the rendering of services.

2.8 Medicare Certification. All directors, officers or employees of the CONTRACTOR must be eligible for participation in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS, or Tricare.

3. BILLING

CONTRACTOR will bill Medicare, Medicaid, and all other third party carriers/payers and private pay patients for services provided under the contract. CONTRACTOR will provide laboratory requisitions, waiver forms and other billing supplies necessary to provide services under the contract.

3.1 Patient Billing Information. DEPARTMENT shall provide CONTRACTOR all information necessary to allow CONTRACTOR to bill for services provided. For patient and third party billing information must include patient's name, gender, address, date of birth, insurance billing information, and appropriate ICD-9 code, and a signed Advance Beneficiary Notice (ABN) when needed.

A. CONTRACTOR agrees to accept DEPARTMENT's designated agent and Claims Administrator usual and customary rates for professional services provided by CONTRACTOR.

B. SUBMITTAL OF CLAIMS: CONTRACTOR must submit claims on HCFA approved forms to DEPARTMENT's designated agent and Claims Administrator. Neither DEPARTMENT nor its designated agent will be under any obligation to process any claims until CONTRACTOR has submitted its claim on standard billing forms, presently

known as the UB-92, or HCFA 1500, in a complete, approved, and appropriate format, along with the documentation required to process the claim. The designated agent will process the claim within 30 days of receipt of all documents necessary to process the claim.

Contractor claims must be submitted within one calendar year of date of service. DEPARTMENT will accept no adjustments, including coding and late-charge adjustments, later than 30 days after payment of the original claim. Claims submitted after one calendar year, or adjustments or late charges submitted 30 days after payment of the original claim, which would have resulted in an increased payment, will be forfeited. DEPARTMENT shall have no liability for claims, when said claims are not submitted in accordance with these paragraphs.

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 final contract signature and shall terminate on November 30, 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 **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.

6. LIAISONS AND NOTICE

A. Betty Hansen, 701 South 27th, Billings, MT 59101 (406-247-5105) or successor serves as DEPARTMENT liaison.

B. Michelle Terrell, 61 N. Perry St., Suite 203, Spokane, WA 99202 (406-728-0571) 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. PREVAILING WAGE REQUIREMENTS

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

Unless superseded by federal law, the Contractor shall ensure that at least 50% of the workers performing labor on this project are bona fide Montana residents.

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.

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

Because this contract has an initial term of 12 months with optional renewals, this contract is subject to the 3% adjustment when the contract length becomes more than 30 months. The 3% rate increase becomes effective upon the second renewal, and the 3% is paid starting in the third year of the contract beginning with the 25th month. The adjustment must be made and applied every 12 months for the term of the contract. This adjustment is the sole responsibility of the Contractor and no cost adjustment in this contract will be allowed to fulfill this requirement.

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

8.4 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 shall maintain payroll records in a manner readily capable of being certified for submission under 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Non-Construction Services 2012.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

CONTRACTORS are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 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 the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

10. 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.

11. INSURANCE

A. **General Requirements:** The 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 the 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: The CONTRACTOR'S insurance coverage shall be primary insurance with 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 excess of the CONTRACTOR'S insurance and shall not contribute with it.

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

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

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

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

C. **Specific Requirements for Automobile Liability:** CONTRACTOR shall purchase and maintain personal liability coverage in accordance with Montana Statute.

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.

12. 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.

13. 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.

14. 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.

15. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

16. 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.

17. MEETINGS

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

two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination.

18. CONTRACTOR PERFORMANCE EVALUATION

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

19. 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.

20. 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).

21. LICENSURE

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

22. 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.

23. 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.

24. COMPLETED CONTRACT

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

SIGNATURE

DEPARTMENT

Jo Acton, Warden
Montana Women's Prison

1-30-2013
Date

CONTRACTOR

Francisco Velazquez, President/CEO
PAML

2/20/13
Date 2/20/13

Approved for Legal Content by:

Legal Counsel
Department of Corrections

1/28/13
Date

Approved as to Form:

Procurement Officer
State Procurement Bureau

1/4/2013
Date

ATTACHMENT A

Prevailing Wage Rates Non-Construction Services 2012

MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2012

Effective: February 10, 2012

Brian Schweitzer, Governor
State of Montana

Keith Kelly, 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 **www.mtwagehourbopa.com** or contact them at:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

The Labor Standards Bureau 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, 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 18-2-401, et seq., Montana Code Annotated. It is required that each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance 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 **www.mtwagehourbopa.com** or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

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 **www.mtwagehourbopa.com** or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication February 10, 2012

B. Definition of Nonconstruction Services Occupations

Section 18-2-401 (9)(a)-(9)(l), Montana Code Annotated 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

Montana Code Annotated (18-2-401 (11)(a)) 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** or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

E. Rates to use for Projects
Rates to be used on a public works project are those that are in effect at the time the project and bid specifications are advertised.

F. Wage Rate Adjustments for Multiyear Contracts
Section 18-2-417, Montana Code Annotated 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 of the Montana Code Annotated 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

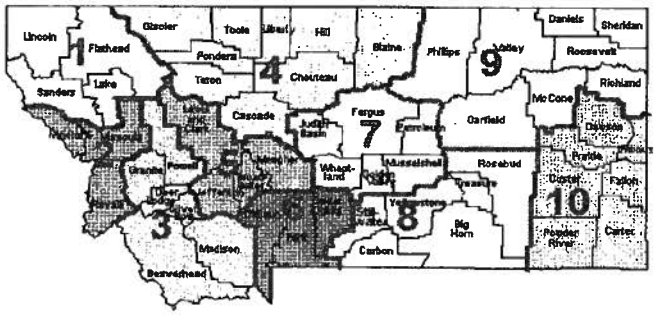
(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type 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. Per Diem
Per Diem typically covers the costs associated with board and lodging expenses and are paid when an employee is required to work at a location outside the daily commuting distance and is required to stay overnight or longer.

I. Prevailing Wage Districts
Montana counties are aggregated into 10 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:



J. Computing Travel Benefits
Travel pay, for the purposes of public works projects, shall be determined by measuring the road miles (one way) over the shortest practical maintained route from *the county courthouse of the designated city for each district or the employee's home, whichever is closer, to the center of the job.* Each city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 - Kalispell: includes Flathead, Lake, Lincoln, and Sanders Counties
District 2 - Missoula: includes Mineral, Missoula, and Ravalli Counties
District 3 - Butte: includes Beaverhead, Deer Lodge, Granite, Madison, Powell, and Silver Bow Counties
District 4 - Great Falls: includes Blaine, Cascade, Chouteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole Counties
District 5 - Helena: includes Broadwater, Jefferson, Lewis and Clark, and Meagher Counties
District 6 - Bozeman: includes Gallatin, Park, and Sweet Grass Counties
District 7 - Lewistown: includes Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum, and Wheatland Counties
District 8 - Billings: includes Big Horn, Carbon, Rosebud, Stillwater, Treasure, and Yellowstone Counties
District 9 - Glasgow: includes Daniels, Garfield, McCone, Phillips, Richland, Roosevelt, Sheridan, and Valley Counties
District 10 - Miles City: includes Carter, Custer, Dawson, Fallon, Prairie, Powder River, and Wibaux Counties

When travel pay is applicable and is shown as an additional amount added to base pay, it means for hours worked on the project, not time spent traveling.

K. Apprentices
Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), Montana Code Annotated 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 prevailing wage rate when working on a public works contract.

L. Posting Notice of Prevailing Wages
Section 18-2-406, Montana Code Annotated 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."*

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

N. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES
BOILER OPERATORS
BUILDING INSPECTORS
DITCH RIDERS
ELEVATOR REPAIRERS
HIGHWAY MAINTENANCE WORKERS
JANITORS AND CLEANERS
STREET CLEANERS AND SWEEPERS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY
CEMETERY WORKERS
FOREST FUELS MITIGATION SAWYERS
FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
PEST CONTROL WORKERS
PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS
TIMBER MARKERS
TREE PLANTERS
TREE TRIMMERS AND PRUNERS

OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION AND WASTE DISPOSAL SYSTEMS
BASIN OPERATORS
HAZARDOUS MATERIALS REMOVAL WORKERS
METER READERS
PUMP STATION OPERATORS
REFUSE AND RECYCLABLE COLLECTORS
SANITARY LANDFILL ATTENDANTS
SANITARY LANDFILL OPERATORS
SEWAGE DISPOSAL WORKERS
SEWER PIPE CLEANERS AND REPAIRERS
WASTEWATER TREATMENT PLANT ATTENDANTS
WASTEWATER TREATMENT PLANT OPERATORS
WATER TREATMENT PLANT OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS
ANIMAL CONTROL OFFICERS
BAILIFFS
CORRECTION AND DETENTION OFFICERS
DISPATCHERS
PARKING ENFORCEMENT OFFICERS
PROBATION OFFICERS
SECURITY GUARDS, (Armed)
SECURITY GUARDS, (Unarmed)

FIRE PROTECTION

FIRE MARSHALLS
FIREFIGHTERS, (Wildlands)

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS, (School)
BUS DRIVERS
TRUCK DRIVERS, (Light or Delivery)
VAN DRIVERS, (Shuttle)

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

ADVANCED PRACTICE NURSES
EMERGENCY MEDICAL TECHNICIANS
HOME HEALTH AIDES
LICENSED PRACTICAL NURSES
MEDICAL LABORATORY TECHNICIANS
MEDICAL LABORATORY TECHNOLOGISTS
NURSES, (Community Health)
NURSES, (Office)
NURSING AIDES, ORDERLIES AND ATTENDANTS
PHYSICIAN ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK AND MATERIAL HANDLERS
MAIL CARRIERS
MAIL SORTERS AND PROCESSORS

FOOD SERVICE AND COOKING

COOKS, (Institution and Cafeteria)
COUNTER ATTENDANTS
DINING ROOM ATTENDANTS
FOOD PREPARATION WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANICS
BUS AND TRUCK MECHANICS, (Diesel Engines)
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS
COMPUTER, AUTOMATED TELLER AND OFFICE MACHINE REPAIRERS
RADIO ENGINEER TECHNICIANS

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES:

BASIN OPERATORS

No Rate Established

BOILER OPERATORS

	Wage	Benefit
District 1	$17.92	$8.70
District 2	$17.92	$8.70
District 3	$17.92	$8.70
District 4	$17.92	$8.70
District 5	$17.92	$8.70
District 6	$17.92	$8.70
District 7	$17.92	$8.70
District 8	$17.92	$8.70
District 9	$17.92	$8.70
District 10	$17.92	$8.70

BUILDING INSPECTORS

	Wage	Benefit
District 1	$17.52	$5.51
District 2	$17.52	$5.51
District 3	$17.52	$5.51
District 4	$17.52	$5.51
District 5	$17.11	$5.84
District 6	$17.52	$5.51
District 7	$17.79	$5.51
District 8	$17.52	$5.51
District 9	$17.52	$5.51
District 10	$17.52	$5.51

DITCH RIDERS

	Wage	Benefit
District 1	$13.90	$3.46
District 2	$14.09	$4.80
District 3	$11.25	$1.71
District 4	$12.07	$2.81
District 5	$13.34	$2.24
District 6	$14.03	$2.95
District 7	$14.18	$3.04
District 8	$14.24	$4.03
District 9	$15.19	$4.14
District 10	$12.78	$6.45

ELEVATOR REPAIRERS

	Wage	Benefit
District 1	$45.39	$26.87
District 2	$45.39	$26.87
District 3	$45.39	$26.87
District 4	$45.39	$26.87
District 5	$45.39	$26.87
District 6	$45.39	$26.87
District 7	$45.39	$26.87
District 8	$45.39	$26.87
District 9	$45.39	$26.87
District 10	$45.39	$26.87

Travel:
All Districts
0-15 mi. free zone
>15-25 mi. $36.30/day
>25-35 mi. $72.59/day
>35 mi. $72.55/day

HIGHWAY MAINTENANCE WORKERS

	Wage	Benefit
District 1	$19.95	$6.16
District 2	$20.74	$6.04
District 3	$23.10	$6.93
District 4	$16.51	$6.63
District 5	$20.01	$6.07
District 6	$18.66	$8.36
District 7	$17.88	$6.15
District 8	$17.41	$1.23
District 9	$19.48	$6.62
District 10	$18.95	$4.36

Duties Include:
Patching pavement, repairing guard rails, clearing brush, and plowing snow. Maintains highways, municipal and rural roads, airport runways, and right-of-ways.

JANITORS AND CLEANERS

	Wage	Benefit
District 1	$12.95	$4.21
District 2	$10.16	$4.06
District 3	$11.60	$3.56
District 4	$11.35	$4.02
District 5	$11.68	$3.81
District 6	$11.98	$3.53
District 7	$10.41	$2.48
District 8	$10.36	$3.95
District 9	$12.03	$4.50
District 10	$10.49	$2.80

Duties Include:
Heavy cleaning, routine maintenance, tending boiler or furnace, and removing debris or snow from sidewalks.

STREET CLEANERS AND SWEEPERS

	Wage	Benefit
District 1	$19.19	$5.18
District 2	$19.31	$5.32
District 3	$19.25	$4.47
District 4	$19.19	$5.18
District 5	$21.22	$5.09
District 6	$17.13	$5.29
District 7	$17.21	$5.75
District 8	$19.31	$5.32
District 9	$19.31	$5.32
District 10	$19.31	$5.32

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS

	Wage	Benefit
District 1	$13.51	$4.45
District 2	$12.11	$3.85
District 3	$ 8.00	$4.73
District 4	$10.77	$4.40
District 5	$11.40	$4.45
District 6	$10.33	$4.42
District 7	$14.22	$3.26
District 8	$10.56	$3.08
District 9	$11.81	$2.98
District 10	$13.02	$3.07

FOREST FUELS MITIGATION SAWYERS

No Rate Established

FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	$13.36	$3.50
District 2	$13.36	$3.50
District 3	$13.36	$3.50
District 4	$13.36	$3.50
District 5	$13.36	$3.50
District 6	$13.36	$3.50
District 7	$13.36	$3.50
District 8	$13.36	$3.50
District 9	$13.36	$3.50
District 10	$13.36	$3.50

LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	$12.92	$3.61
District 2	$11.18	$5.13
District 3	$ 8.00	$4.21
District 4	$11.48	$3.93
District 5	$11.37	$4.97
District 6	$13.45	$3.66
District 7	$10.71	$4.16
District 8	$11.66	$5.00
District 9	$ 9.25	$4.24
District 10	$12.74	$4.99

PEST CONTROL WORKERS

	Wage	Benefit
District 1	$12.80	$2.97
District 2	$12.94	$2.97
District 3	$11.65	$1.59
District 4	$12.94	$2.97
District 5	$11.44	$1.59
District 6	$10.50	$1.59
District 7	$13.28	$2.97
District 8	$13.04	$3.17
District 9	$12.94	$2.97
District 10	$12.94	$2.97

PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS

	Wage	Benefit
District 1	$12.58	$1.77
District 2	$11.76	$0.96
District 3	$12.86	$0.91
District 4	$11.25	$2.14
District 5	$12.25	$1.72
District 6	$10.50	$1.59
District 7	$12.07	$2.89
District 8	$13.42	$2.60
District 9	$12.59	$3.97
District 10	$14.18	$3.37

TIMBER MARKERS

No Rate Established

TREE PLANTERS

No Rate Established

TREE TRIMMERS AND PRUNERS

	Wage	Benefit
District 1	$23.49	$7.60
District 2	$23.49	$7.60
District 3	$23.49	$7.60
District 4	$23.49	$7.60
District 5	$23.49	$7.60
District 6	$23.49	$7.60
District 7	$23.49	$7.60
District 8	$23.49	$7.60
District 9	$23.49	$7.60
District 10	$23.49	$7.60

Travel:
All Districts
0-25 mi. - free zone
>25-50 mi. - $20.00/day
>50 mi. - $60.00/day

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

HAZARDOUS MATERIALS REMOVAL WORKERS

No Rate Established

METER READERS

	Wage	Benefit
District 1	$16.36	$5.99
District 2	$16.25	$5.81
District 3	$16.06	$4.82
District 4	$16.10	$8.23
District 5	$19.28	$4.95
District 6	$17.79	$5.33
District 7	$16.80	$5.96
District 8	$15.89	$5.81
District 9	$16.40	$6.70
District 10	$16.25	$5.81

PUMP STATION OPERATORS

No Rate Established

REFUSE AND RECYCLABLE COLLECTORS

	Wage	Benefit
District 1	$18.00	$6.00
District 2	$17.56	$6.59
District 3	$17.43	$5.48
District 4	$16.05	$8.62
District 5	$19.14	$4.23
District 6	$16.86	$5.17
District 7	$15.88	$5.85
District 8	$16.83	$6.32
District 9	$14.79	$6.09
District 10	$15.76	$5.30

SANITARY LANDFILL ATTENDANTS

	Wage	Benefit
District 1	$14.48	$6.16
District 2	$14.76	$5.77
District 3	$14.31	$5.02
District 4	$13.81	$4.46
District 5	$14.08	$4.25
District 6	$14.42	$5.22
District 7	$14.01	$4.33
District 8	$13.23	$4.10
District 9	$14.19	$4.99
District 10	$14.19	$4.99

SANITARY LANDFILL OPERATORS

	Wage	Benefit
District 1	$20.08	$5.06
District 2	$20.48	$5.59
District 3	$19.74	$5.61
District 4	$15.18	$6.12
District 5	$19.63	$4.97
District 6	$18.50	$5.61
District 7	$17.45	$5.76
District 8	$18.73	$5.34
District 9	$15.30	$5.72
District 10	$18.83	$5.63

SEWAGE DISPOSAL WORKERS

No Rate Established

SEWER PIPE CLEANERS AND REPAIRERS

	Wage	Benefit
District 1	$22.42	$5.03
District 2	$22.42	$5.03
District 3	$22.42	$5.03
District 4	$22.42	$5.03
District 5	$22.42	$5.03
District 6	$22.42	$5.03
District 7	$22.42	$5.03
District 8	$22.42	$5.03
District 9	$22.42	$5.03
District 10	$22.42	$5.03

WATER TREATMENT PLANT OPERATORS

	Wage	Benefit
District 1	$22.75	$6.35
District 2	$26.19	$6.48
District 3	$27.16	$6.93
District 4	$16.18	$7.11
District 5	$21.32	$5.09
District 6	$23.35	$6.19
District 7	$18.77	$6.03
District 8	$18.00	$5.63
District 9	$17.99	$6.64
District 10	$18.93	$5.63

WASTEWATER TREATMENT PLANT ATTENDANTS

No Rate Established

WASTEWATER TREATMENT PLANT OPERATORS

	Wage	Benefit
District 1	$13.88	$3.61
District 2	$21.71	$5.90
District 3	$27.16	$6.93
District 4	$22.24	$7.09
District 5	$22.40	$5.17
District 6	$23.65	$6.09
District 7	$21.17	$6.28
District 8	$18.00	$5.40
District 9	$20.64	$6.96
District 10	$18.00	$6.09

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

ANIMAL CONTROL OFFICERS

	Wage	Benefit
District 1	$16.53	$5.81
District 2	$15.14	$5.90
District 3	$16.30	$5.49
District 4	$16.09	$5.78
District 5	$16.06	$5.85
District 6	$16.75	$5.89
District 7	$16.46	$6.11
District 8	$16.29	$5.90
District 9	$15.68	$6.08
District 10	$16.06	$5.90

BAILIFFS

	Wage	Benefit
District 1	$15.32	$4.32
District 2	$15.32	$4.32
District 3	$15.32	$4.32
District 4	$15.32	$4.32
District 5	$15.32	$4.32
District 6	$15.32	$4.32
District 7	$15.32	$4.32
District 8	$15.32	$4.32
District 9	$15.32	$4.32
District 10	$15.32	$4.32

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	$16.64	$3.65
District 2	$12.82	$3.30
District 3	$11.89	$3.30
District 4	$14.67	$4.87
District 5	$14.96	$4.37
District 6	$15.77	$4.96
District 7	$15.09	$4.91
District 8	$15.30	$5.10
District 9	$13.74	$5.57
District 10	$15.37	$4.93

DISPATCHERS

	Wage	Benefit
District 1	$16.51	$4.80
District 2	$15.33	$7.30
District 3	$14.09	$4.13
District 4	$15.19	$5.20
District 5	$16.24	$3.94
District 6	$19.88	$4.24
District 7	$16.15	$4.54
District 8	$14.01	$2.53
District 9	$16.28	$6.58
District 10	$16.62	$4.20

PARKING ENFORCEMENT OFFICERS

	Wage	Benefit
District 1	$13.93	$5.62
District 2	$13.86	$5.85
District 3	$13.86	$5.85
District 4	$13.86	$5.85
District 5	$13.71	$5.14
District 6	$13.71	$5.14
District 7	$13.71	$5.14
District 8	$13.86	$5.85
District 9	$13.86	$5.85
District 10	$13.86	$5.85

PROBATION OFFICERS

No Rate Established

SECURITY GUARDS, (Armed)

	Wage	Benefit
District 1	$10.00	$1.00
District 2	$15.00	$1.00
District 3	$12.13	$1.00
District 4	$10.00	$1.00
District 5	$10.22	$1.00
District 6	$12.13	$1.00
District 7	$12.13	$1.00
District 8	$12.13	$1.00
District 9	$12.13	$1.00
District 10	$12.13	$1.00

SECURITY GUARDS, (Unarmed)

	Wage	Benefit
District 1	$ 9.00	$1.00
District 2	$14.99	$3.75
District 3	$ 9.91	$2.20
District 4	$ 8.95	$1.00
District 5	$10.01	$1.10
District 6	$13.50	$1.40
District 7	$10.89	$1.37
District 8	$10.69	$1.36
District 9	$10.69	$1.36
District 10	$10.69	$1.36

FIRE PROTECTION

FIRE MARSHALLS

No Rate Established

FIREFIGHTERS, (Wildlands)

	Wage	Benefit
District 1	$15.30	$5.48
District 2	$10.54	$3.35
District 3	$22.78	$7.80
District 4	$21.76	$8.55
District 5	$21.93	$8.22
District 6	$20.23	$7.67
District 7	$19.89	$8.35
District 8	$17.98	$5.47
District 9	$20.09	$8.35
District 10	$17.98	$5.47

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS

	Wage	Benefit
District 1	$14.05	$5.60
District 2	$15.33	$5.42
District 3	$13.50	$4.50
District 4	$15.46	$6.35
District 5	$13.78	$4.46
District 6	$12.50	$4.35
District 7	$13.76	$5.46
District 8	$15.00	$4.54
District 9	$13.20	$6.00
District 10	$13.12	$4.00

BUS DRIVERS, (School)

	Wage	Benefit
District 1	$14.99	$5.52
District 2	$15.44	$4.79
District 3	$13.16	$3.53
District 4	$14.90	$4.23
District 5	$14.36	$3.79
District 6	$15.03	$5.85
District 7	$12.31	$1.88
District 8	$14.07	$3.46
District 9	$14.04	$7.17
District 10	$16.60	$5.23

TRUCK DRIVERS, (Light or Delivery)

	Wage	Benefit
District 1	$15.00	$4.65
District 2	$19.61	$4.80
District 3	$ 9.50	$6.00
District 4	$15.45	$3.16
District 5	$12.94	$4.55
District 6	$16.48	$4.10
District 7	$15.71	$4.78
District 8	$16.84	$7.80
District 9	$16.10	$4.65
District 10	$11.00	$2.63

VAN DRIVERS, (Shuttle)

	Wage	Benefit
District 1	$12.02	$3.02
District 2	$11.02	$3.15
District 3	$10.50	$3.15
District 4	$12.36	$2.77
District 5	$12.00	$3.30
District 6	$10.00	$3.15
District 7	$10.96	$3.30
District 8	$10.29	$3.47
District 9	$12.05	$2.95
District 10	$11.02	$3.15

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

ADVANCED PRACTICE NURSES

	Wage	Benefit
District 1	$34.68	$12.00
District 2	$40.91	$10.23
District 3	$41.05	$ 5.17
District 4	$41.27	$ 8.86
District 5	$38.88	$ 7.65
District 6	$40.04	$ 5.85
District 7	$39.34	$ 7.99
District 8	$38.62	$ 8.54
District 9	$39.27	$ 8.49
District 10	$38.98	$ 8.54

Occupations Include:
Nurse Practitioners, Clinical Nurse Specialists, Nurse Anesthetists, and Nurse Midwives.

EMERGENCY MEDICAL TECHNICIANS

	Wage	Benefit
District 1	$13.80	$3.17
District 2	$12.02	$3.01
District 3	$12.95	$3.17
District 4	$13.98	$3.04
District 5	$13.71	$3.04
District 6	$13.03	$3.04
District 7	$17.49	$3.04
District 8	$12.90	$2.64
District 9	$13.28	$2.64
District 10	$10.00	$2.64

HOME HEALTH AIDES

	Wage	Benefit
District 1	$14.96	$2.21
District 2	$11.10	$2.38
District 3	$ 9.51	$2.90
District 4	$ 8.50	$2.13
District 5	$ 8.91	$2.21
District 6	$10.79	$3.21
District 7	$ 8.95	$2.31
District 8	$11.55	$3.47
District 9	$ 8.96	$2.33
District 10	$12.48	$3.13

LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	$17.70	$4.36
District 2	$17.48	$4.37
District 3	$17.06	$5.36
District 4	$17.79	$4.32
District 5	$16.37	$5.14
District 6	$18.04	$3.55
District 7	$17.94	$4.08
District 8	$18.24	$4.01
District 9	$17.84	$4.20
District 10	$18.55	$4.07

MEDICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	$19.36	$6.07
District 2	$18.88	$7.09
District 3	$19.10	$6.43
District 4	$18.96	$5.56
District 5	$20.22	$5.39
District 6	$18.49	$5.53
District 7	$18.04	$4.60
District 8	$17.12	$4.75
District 9	$17.53	$4.24
District 10	$16.37	$4.36

MEDICAL LABORATORY TECHNOLOGISTS

	Wage	Benefit
District 1	$24.06	$7.22
District 2	$26.35	$6.59
District 3	$25.63	$6.69
District 4	$24.91	$6.56
District 5	$25.31	$6.77
District 6	$25.62	$6.75
District 7	$26.55	$6.34
District 8	$28.15	$5.82
District 9	$24.03	$7.74
District 10	$27.20	$5.98

NURSES, (Community Health)

	Wage	Benefit
District 1	$25.50	$6.50
District 2	$24.74	$6.31
District 3	$24.19	$4.88
District 4	$23.46	$5.70
District 5	$24.57	$4.72
District 6	$22.55	$3.82
District 7	$23.72	$5.92
District 8	$26.33	$7.90
District 9	$21.31	$7.70
District 10	$24.57	$7.84

NURSES, (Office)

	Wage	Benefit
District 1	$22.15	$6.40
District 2	$28.47	$7.12
District 3	$24.80	$6.77
District 4	$29.25	$4.83
District 5	$24.00	$6.37
District 6	$23.85	$7.05
District 7	$24.88	$6.70
District 8	$24.46	$6.09
District 9	$29.00	$7.20
District 10	$25.93	$6.57

NURSING AIDES, ORDERLIES AND ATTENDANTS

	Wage	Benefit
District 1	$11.45	$2.75
District 2	$10.01	$2.72
District 3	$10.62	$5.19
District 4	$11.72	$3.96
District 5	$11.93	$5.38
District 6	$11.76	$3.08
District 7	$11.59	$2.00
District 8	$11.70	$2.52
District 9	$10.84	$3.75
District 10	$12.17	$2.78

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

PHYSICIAN ASSISTANTS

	Wage	Benefit
District 1	$40.63	$12.00
District 2	$38.82	$ 9.71
District 3	$39.66	$ 6.72
District 4	$42.17	$ 9.76
District 5	$41.16	$ 9.59
District 6	$40.15	$10.29
District 7	$42.03	$ 8.86
District 8	$42.07	$ 8.60
District 9	$38.02	$ 9.22
District 10	$47.27	$ 8.57

REGISTERED NURSES

	Wage	Benefit
District 1	$25.43	$7.11
District 2	$28.79	$7.20
District 3	$23.58	$5.03
District 4	$23.07	$4.80
District 5	$23.57	$6.63
District 6	$27.77	$6.94
District 7	$21.53	$2.00
District 8	$30.22	$6.22
District 9	$26.59	$7.18
District 10	$23.88	$5.22

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK AND MATERIAL HANDLERS

	Wage	Benefit
District 1	$12.83	$3.66
District 2	$13.88	$3.92
District 3	$14.47	$7.41
District 4	$13.98	$4.16
District 5	$13.75	$5.83
District 6	$13.90	$4.30
District 7	$14.46	$5.06
District 8	$15.78	$4.78
District 9	$15.13	$4.61
District 10	$15.56	$4.75

MAIL CARRIERS

	Wage	Benefit
District 1	$11.93	$6.26
District 2	$11.73	$6.59
District 3	$11.73	$6.59
District 4	$11.58	$5.46
District 5	$11.58	$5.46
District 6	$11.58	$5.46
District 7	$11.58	$5.46
District 8	$11.58	$5.46
District 9	$11.58	$5.46
District 10	$11.58	$5.46

MAIL SORTERS AND PROCESSORS

	Wage	Benefit
District 1	$11.13	$5.00
District 2	$11.42	$5.00
District 3	$11.59	$5.00
District 4	$10.76	$5.00
District 5	$11.16	$5.00
District 6	$12.33	$5.00
District 7	$11.77	$5.00
District 8	$11.42	$5.00
District 9	$11.42	$5.00
District 10	$11.42	$5.00

FOOD SERVICE AND COOKING

COOKS, (Institution and Cafeteria)

	Wage	Benefit
District 1	$11.38	$3.84
District 2	$11.05	$4.19
District 3	$11.60	$5.04
District 4	$12.72	$5.20
District 5	$10.87	$4.86
District 6	$13.35	$3.98
District 7	$12.13	$3.88
District 8	$12.44	$4.61
District 9	$11.65	$4.19
District 10	$11.80	$4.86

COUNTER ATTENDANTS

	Wage	Benefit
District 1	$ 9.41	$3.65
District 2	$ 8.55	$3.41
District 3	$ 7.55	$3.29
District 4	$11.32	$3.89
District 5	$ 9.41	$3.65
District 6	$ 9.23	$3.75
District 7	$10.87	$4.04
District 8	$10.06	$4.43
District 9	$10.20	$4.15
District 10	$ 9.30	$4.08

DINING ROOM ATTENDANTS

	Wage	Benefit
District 1	$11.14	$2.18
District 2	$ 8.30	$2.61
District 3	$ 8.33	$2.00
District 4	$11.24	$4.37
District 5	$ 8.24	$4.56
District 6	$11.69	$3.25
District 7	$ 8.00	$2.00
District 8	$ 8.74	$2.59
District 9	$ 7.96	$2.20
District 10	$ 8.43	$2.54

FOOD PREPARATION WORKERS

	Wage	Benefit
District 1	$ 9.50	$2.81
District 2	$10.64	$2.66
District 3	$ 9.67	$3.38
District 4	$ 9.69	$3.50
District 5	$10.17	$3.30
District 6	$10.66	$3.60
District 7	$ 8.76	$2.00
District 8	$ 9.04	$3.26
District 9	$ 8.86	$4.27
District 10	$ 9.74	$2.00

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANICS

	Wage	Benefit
District 1	$17.75	$3.32
District 2	$18.99	$2.37
District 3	$17.49	$4.41
District 4	$15.06	$3.00
District 5	$20.80	$5.06
District 6	$20.17	$4.57
District 7	$21.00	$4.13
District 8	$18.22	$5.00
District 9	$19.87	$3.55
District 10	$17.75	$4.47

BUS AND TRUCK MECHANICS, (Diesel Engine)

	Wage	Benefit
District 1	$18.43	$4.71
District 2	$21.73	$5.81
District 3	$17.72	$3.15
District 4	$16.56	$5.20
District 5	$18.45	$4.90
District 6	$18.90	$4.91
District 7	$18.88	$5.29
District 8	$22.01	$7.27
District 9	$19.37	$5.65
District 10	$21.77	$6.46

CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	$18.09	$6.43
District 2	$18.70	$6.03
District 3	$20.66	$5.43
District 4	$16.08	$7.11
District 5	$20.80	$5.06
District 6	$21.08	$4.23
District 7	$18.46	$5.97
District 8	$20.54	$4.82
District 9	$16.48	$6.70
District 10	$18.70	$6.03

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS

	Wage	Benefit
District 1	$17.47	$2.64
District 2	$18.67	$2.24
District 3	$17.88	$2.00
District 4	$16.39	$2.91
District 5	$18.10	$2.38
District 6	$17.20	$2.00
District 7	$18.97	$2.25
District 8	$21.69	$2.00
District 9	$19.27	$2.32
District 10	$21.15	$2.00

COMPUTER, AUTOMATED TELLER AND OFFICE MACHINE REPAIRERS

	Wage	Benefit
District 1	$17.89	$4.02
District 2	$15.85	$2.50
District 3	$18.03	$3.94
District 4	$20.33	$6.05
District 5	$20.63	$5.84
District 6	$19.57	$5.87
District 7	$19.82	$5.98
District 8	$17.94	$5.39
District 9	$19.71	$6.02
District 10	$19.28	$5.83

RADIO ENGINEER TECHNICIANS

No Rate Established