# OPERATION AND MANAGEMENT OF AN OFFENDER SANCTION, TREATMENT, ASSESSMENT, REVOCATION, AND TRANSITION (START) FACILITY LOCATED AT WARM SPRINGS, MONTANA

## 1. PARTIES

The Montana Department of Corrections (DEPARTMENT or MDOC) and **Community, Counseling, and Correctional Services, Inc.** (CONTRACTOR) enter into this Contract **(06-045-ACCD)** for services. The parties mailing addresses and telephone numbers are as follows:

Montana Department of Corrections
Adult Community Corrections Division
1539 11th Avenue
PO Box 201301
Helena MT 59620-1301
(406) 444-3930

***Community, Counseling, and Correctional Services Inc. (CCCS)***
***66 West Broadway***
***Butte MT 59701***
***(406) 782-0417***

**DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

## 1.1 DEFINITIONS

"Biennium" means the two-year period beginning on July 1 and ending on June 30 of odd numbered years which correspond to Montana's legislative sessions and the states budgeting period.

"Bona fide Montana resident" means a resident as defined in Montana Code Annotated § 18-2-401(1).

"Close Custody" means the custody level of offenders whose movement within the Facility is very restricted. This level typically includes offenders released from Maximum Custody or disciplinary segregation who have serious records of institutional misconduct and are re-entering general population. Close custody also includes reception offenders awaiting transfer to the appropriate housing unit (excluding On Leave to Custody (OLTC) and ten day furlough returns), "Temporary Lock-up" for offenders facing disciplinary and reclassification hearings for serious rule infractions, and offenders serving detention time for disciplinary violations. Work assignments are only authorized within the secured area of the Facility with direct supervision. Movement of Close Custody offenders within the Facility does not require restraints. Movement of Close Custody offenders outside the Facility does require wrist, belt, and leg restraints. Transport of Close Custody offenders outside the Facility requires a minimum of two (2) staff persons.

"Conflict of Standards" means that a conflict exists between, federal, state, or local laws or regulations and/or the Contract.

"Contract Monitor" means the MDOC employee or employees designated to monitor the operation of the Facility for compliance with this Contract.

"CONTRACTOR" means Community, Counseling, and Correctional Services, Inc.

"Department" means Montana Department of Corrections (MDOC).

"Direct Supervision" means constant, uninterrupted supervision of an offender. The staff must be in the immediate presence of offenders at all times.

"Facility" means the fully equipped and furnished location of the START program, operated by Contractor, for the incarceration of offenders in accordance with this Contract. Facility includes all housing units, administrative offices, classrooms, hearing room, health services unit and all other structures of whatever kind including roads, fences, infrastructure, utility systems, etc.

"FF&E" means furnishings, fixtures and equipment with a unit cost of five thousand dollars ($5000.00) or more and a useful life of one year or more for the Facility.

"Fiscal Year" means a one-year period beginning July 1 and ending June 30 the following year.

"For Cause" includes, but is not limited to:

1) Failure of a party to comply with the terms of this Contract;
2) Contractor bankruptcy, reorganization, or liquidation; or
3) Failure of Contractor to comply with Department rules.

"General Offender Population" means an offender of the Facility that does not require specialized programming – such as that required of a Special Needs Offender described herein.

"Indirect Supervision" means a non-routine lapse in Direct Supervision is allowed for short, temporary periods provided the offender is in a secure area or, staff may have visual supervision of an offender without being within the immediate presence of the offender.

"Infrastructure" means the utilities, roads, sewers, lagoons, and water system.

"Key/Critical" means a position that, the parties agree, is essential for the proper management of the Facility.

"MSP" means Montana State Prison – Deer Lodge.

"MWP" means Montana Women's Prison – Billings

"Negotiation" means to arrange for or bring about through conference, discussion, and compromise.

"Partnership" means a relationship resembling a legal partnership and usually involving close cooperation between parties having specified and joint rights and responsibilities.

"Offender" means an adult male offender/prisoner, or male 16 years of age or older adjudicated as an adult, who has been committed to the custody of the MDOC, or an adult male offender who has violated conditions of probation, parole, or pre-release and has been sanctioned by a period of confinement, or an adult male offender awaiting initial placement in the Montana State Prison system.

"Offender Day" means each day, or part of a day, including the first but not the last day in which an offender is housed at the Facility.

"Per Diem" means the cost per offender per day Department and Contractor mutually agree upon.

"Priority 1 Incidents", as identified in DOC Policy 1.1.13 – Duty Officer System, includes but is not limited to: death of an offender, employee, volunteer, or visitor; extensive property damage; hostage situations; sexual assaults; assaults involving hospitalization; riot/disturbance; escape; power outage; suicide; strikes; and any occurrence the Facility administrator believes may result in an unusual level of public attention.

"State" means State of Montana.

## 2. GENERAL REQUIREMENTS

CONTRACTOR shall provide appropriate services and management for the operation of an eighty (80) bed, short-term, secure care Sanction, Treatment, and Revocation Facility (hereinafter "Facility") for offenders under the jurisdiction of Department.

The Facility will house offenders placed in the Facility by an Adult Community Corrections Division Hearings Officer. Offenders served will include:

(a) Probation, parole, conditional release or prerelease status offenders who are sanctioned to the Facility for rule violations (i.e., disciplinary, on-site or intervention hearing).

(b) Parole, conditional release or prerelease status offenders who are awaiting transfer to the Montana State Prison (MSP) or are being considered for an additional community placement following a disciplinary or on-site hearing.

## 3. CONTRACT TERM

A. This Contract shall take effect on December 12, 2005 and shall terminate on December 11, 2008, unless terminated earlier in accordance with the terms of this Contract.

B. 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.

## 4. CONTRACT TERMINATION

The Contract will be subject to the following termination provisions prior to its expiration date. Department may terminate the Contract, as follows:

A. TERMINATION FOR DEFAULT OR NONCOMPLIANCE

If Department determines that CONTRACTOR breached any terms and conditions of the Contract, Department shall provide written notice of the breach to Contractor. Upon receipt of such notice, CONTRACTOR shall have 60 days to cure the default or be declared in default by Department. In the event Department declares Contractor in default, Department shall provide written notification of Department's intent to terminate the contract. Department shall have the right to terminate the Contract on any future date not less than 10 days following written notification of Department's intent to terminate. Department and CONTRACTOR may agree in writing to extend the time period for CONTRACTOR to cure any alleged breach.

Notwithstanding the foregoing, Department may terminate this Contract immediately and without notice to CONTRACTOR if Department determines that CONTRACTOR'S breach will result in an imminent threat of injury to life or property.

The following types of performance breach by Contractor for which Department may terminate the Contract include, but are not limited to:

A. Failure to comply with any federal, state or local law;

B. Managing the offender population in such a manner as to jeopardize the public's, offender's, or employees' safety, and place Department, State and public at legal risk; or

C. Failure to perform the Contract according to its terms, conditions and specifications.

Contractor and/or its surety shall be jointly and severally liable to the State of Montana and Department for all loss, cost or damage sustained by the State of Montana and Department as a result of CONTRACTOR'S default.

B. TERMINATION FOR CONTRACTOR INSOLVENCY

In the event of filing a petition for bankruptcy by or against CONTRACTOR, Department shall have the right to terminate the Contract upon the same terms and conditions as termination for default. Additionally, Department may terminate under the same terms and conditions as termination for default in the following circumstances:

1. Contractor applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets;

2. Contractor files a voluntary petition in bankruptcy;

3. Contractor admits in writing its inability to pay its debts as they become due;

4. Contractor makes a general assignment for the benefit of creditors;

5. Contractor files a petition or an answer seeking reorganization or rearrangement with creditors or, as a debtor, invokes or takes advantage of any insolvency law; or

6. A court of competent jurisdiction enters an order, judgment or decree, on the application of a creditor, adjudicating CONTRACTOR as bankrupt or insolvent or approving a petition seeking reorganization of CONTRACTOR or a substantial part of its assets, and such order, judgment or decree continues unstayed for thirty (30) days.

If any of these circumstances occur, Department shall provide Contractor with written notice of the termination and provide a date when such termination will take effect.

C. TERMINATION FOR UNAVAILABILITY OF FUNDS

It is understood and agreed that this Contract is dependent upon appropriation of funds for this Contract by the Montana Legislature. Further, the parties recognize that the act of appropriation is a legislative act. Department agrees to take such action as is necessary under the laws applicable to the State to timely and properly budget for and request the appropriation of funds from the Legislature of the State of Montana which will permit Department to make all payments required under this Contract. Department may terminate the Contract without penalty in the event funds for the Contract become unavailable for any reason.

In the event that this Contract is terminated by Department, or as a result of Department's non-compliance with the provisions of this Contract, then Contractor will retain full ownership of the entire Facility.

In the event that this Contract is terminated by Contractor, or as a result of Contractor's non-compliance with the provisions of this Contract, then Contractor shall pay back Department for its' share of the capital construction costs of the Facility, plus inflation and less depreciation.

D. TERMINATION DUE TO DESTRUCTION OR CONDEMNATION

If the Facility is totally or extensively damaged by fire or other casualty so as to prevent or substantially limit Contractor's operations, or is condemned for public use by a legally constituted public authority, either party may terminate the Contract with written notice provided to the other party within thirty (30) days of the casualty or condemnation. The effective date of such termination shall be the date of the occurrence of the casualty or the effective date of the condemnation.

E. PROCEDURE ON TERMINATION

Upon delivery to Contractor of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the Contract is terminated, and the date on which such termination becomes effective, Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

2. Place no further orders for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

3. Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination, except as may be necessary to avoid the occurrence of penalty assessments and the continuation of which Department has approved;

4. Assign to Department, or a subsequent Contractor as the case may be, in the manner and to the extent directed by Department, all of Contractor's right and interest under the orders so terminated, in which case Department or a subsequent Contractor shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders;

5. With Department's approval or ratification, settle all outstanding liabilities and all claims arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provision of the Contract;

6. Deliver files, processing systems, data manuals, and/or documentation, in any form, to Department at the time and in the manner requested by Department; and

7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this provision.

## 5. BILLING, PAYMENT, AND COMPENSATION

A. BILLING

All payments made under this Contract shall be made only upon submission of an invoice by Contractor, properly identifying the amount due in accordance with the Contract. The invoices shall be submitted each month for the fixed rate per offender day of the preceding month and shall contain the names and offender number (Adult Offender # (AO#)) of all offenders in the custody of Contractor and their date of incarceration at the Facility and date of release, if applicable.

B. PAYMENT

Department shall pay each correctly submitted invoice within thirty (30) days of receipt. Department will make reasonable efforts to effect payment to Contractor by wire transfer in accordance with Contractor's written instructions.

DEPARTMENT agrees to assume any outstanding debt incurred, related to start-up costs, by CONTRACTOR in the event funding for the Facility is not continued after the initial three-year period of operations.

C. PER DIEM

1. In consideration for all services provided, Department will pay Contractor an Operations and Management per diem rate of **$66.70 (sixty-six and 70/100 dollars) per offender, per day**. Department shall pay Contractor the per diem charge for each day or part of a day, including the first day but not the last day, in which an offender is housed at the Facility.

2. The per diem rate constitutes the sole and exclusive payment by Department for the provision of all services required herein, except as otherwise specifically provided in this Contract.

3. *During the first ninety (90) days of this Contract, Department will guarantee payment of eighty (80) offenders per day, regardless of the actual number of offenders in the Facility. Following this 90-day guarantee period, Contractor will assume the risk of population fluctuations.*

## 6. HOLD HARMLESS AND INDEMNIFICATION

A. CONTRACTOR agrees to be financially responsible (liable) for any audit exceptions or other financial loss to DEPARTMENT due to the negligence, intentional acts, or failure for any reason to comply with terms of this Contract.

B. CONTRACTOR agrees to protect, defend, and save DEPARTMENT, its elected and appointed officials, agents and employees, while acting with the scope of their duties as such, harmless from and against all claims, and causes of action of any kind of 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. Herein nothing shall be construed as an agreement by CONTRACTOR to release, indemnify and hold harmless DEPARTMENT, its officials, agents, or employees from liability for damage or

injury to persons or property caused by the negligence, carelessness, or intentional acts of DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of CONTRACTOR.

## 7. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Fiscal Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

## 8. INSURANCE

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

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

**Certificate of Insurance/Endorsements:** A certificate of insurance, indicating compliance with the required coverages, must be delivered to DEPARTMENT. CONTRACTOR must notify DEPARTMENT immediately, 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.

CONTRACTOR'S insurer must provide DEPARTMENT with 30 days written notice prior to the policy expiration date of insurance's required under this Contract.

A. **Professional Liability:** CONTRACTOR shall purchase and maintain Occurrence coverage with combined single limits for each wrongful act of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) 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 with three years of additional tail to commence at the conclusion of the Contract at the discretion of the agency and with the prior approval of DEPARTMENT.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of the agency either: (1) The insured shall reduce or eliminate such deductibles or self-insured retention's as

respect to 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.

B. **Commercial General Liability:** CONTRACTOR shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

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

C. **Specific Requirements for Automobile Liability:** CONTRACTOR shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired, or borrowed by CONTRACTOR.

## 9. EMERGENCY OPERATIONS AND MANAGEMENT

Department shall have the right to enter and assume control of the State side of the Facility if Contractor fails to correct substantial contractual violations, or upon the occurrence of other serious circumstances (*e.g.*, strike, acts of God) involving Contractor's ability to operate the Facility which the State believes may affect the life, health, or safety of offenders, Facility employees, or the public, or that may otherwise substantially impact the security of the Facility. If Department takes control of the Facility, Department shall suspend all contractual payments to Contractor and undertake all applicable costs for the State side for the period Department occupies and operates the Facility. The State will not take immediate control of the operations and management of the Facility in instances involving contractual violations without providing Contractor 48-hours verbal notice with written notice to follow.

## 10. PREVAILING WAGE REQUIREMENTS – MONTANA – BOOKLET ATTACHED

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 sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 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.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 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.

Furthermore, 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 section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 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.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of **Nonconstruction services**. The booklet containing Montana's **2003** Rates for **Nonconstruction services** is attached.

## 11. FACILITY ADMINISTRATION

Contractor shall confine and supervise offenders that Department has determined are suitable for transfer to the Facility. Contractor shall furnish subsistence and health services; provide for the offenders' physical needs; retain the offenders in safe, supervised custody; maintain proper discipline and control in compliance with this Contract.

A. Subject to the terms of this Contract, it shall be Contractor's responsibility to ensure that its Administrator has in place a method to facilitate communication, establish policy, explore problems, ensure conformity to legal and fiscal requirements, and implement programs that, from time to time, Department may request to be incorporated into Contractor's operation.

B. Contractor shall have a policy and procedure manual. Contractor's policies will be guided by MDOC policies to encourage consistent offender management. Contractor may utilize its' own procedures for policy implementation. The policy manual shall be reviewed annually by Contractor and Department and updated when necessary. The manual must be accessible to all employees and all revisions must be circulated to all employees prior to implementation.

C. Contractor must have a system in place to self-monitor its programs through inspections and reviews by the Administrator or designated staff.

D. Contractor shall, on an annual basis, review its Contingency, Emergency Response and Mutual Aid plans as required by DOC Policy 3.2.1 – Emergency Preparedness. Contractor shall meet with Department on an annual basis to review the plans.

E. Authorized Department personnel and the Montana Legislative Auditor shall have immediate, unlimited access at all times to all areas of the Facility – except in emergency situations, then

only authorized Department personnel, trained in emergency procedures, will be allowed access. All persons desiring access of the Facility will be subject to Contractor's routine security inspection. Contractor shall be given reasonable advance notice to accommodate organized tours of the Facility.

F. On-site Department staff shall be provided office space – including two (2) phones, two (2) dedicated telephone lines, and two (2) data connectivity lines - for the exclusive use by Department staff. Department shall be responsible for all costs associated with the phone service, such as monthly access fees and local and long distance charges. After assignment of such office space, Contractor shall not relocate Department staff without consulting Department.

G. In the event of a conflict of standards, the most stringent standard shall apply.

## 12. GENERAL ADMINISTRATION

A. Contractor may work with Department to develop and implement a Forced Labor and Earned Incentive Program.

B. Contractor must have written policies that are implemented to ensure that no offender or group of offenders is in a position of control or authority over other offenders.

C. Contractor must develop and implement written policies and procedures, specifying the personal property that offenders may retain in their possession.

D. Contractor must adopt DOC Policy 3.4.3 – Smoke-Free and Tobacco-Free, which restricts the use of tobacco, tobacco products, and tobacco substitutes.

E. All Facility rules and regulations pertaining to offenders must be conspicuously posted in the Facility housing units.

F. Contractor must develop and implement a written policy and procedure consistent with DOC Policy 3.3.4 - Media Access to Offenders.

G. Contractor must develop and implement policies on incident reporting and self-monitoring of Facility standards.

H. Contractor will be responsible for replacing all equipment, perishables and supplies during the term of the Operations and Management Contract.

I. Contractor will be required to provide complete offender laundry services. Offenders must be furnished correctional uniforms, underwear, socks, and climatically appropriate outerwear, which must be re-issued as needed. Clean linen including pillowcases, sheets, blankets and towels must be provided to each offender at least weekly, or sooner, if excessively soiled.

J. Department shall be responsible for costs associated with a trial of an offender for escape and for the trial of an offender for the commission of any other crime committed in or at the Facility, as provided in 53-30-110, MCA.

K. Contractor shall work with Department to develop and implement an Offender Co-pay program consistent with MDOC guidelines.

L. Department shall be responsible for ensuring that all documentation, judgments, transport/release orders, are obtained from the sentencing county. Contractor shall not be responsible for any documentation required by MDOC from the sentencing agency.

M. Contractor is responsible for transport of all MDOC offenders to and from the Facility. The costs associated with these transports are included as part of the agreed upon per diem rate.

N. The length of stay at the Facility will range from ten (10) to one hundred twenty (120) days. Stays beyond 120 days shall require written approval from the Department.

O. Contractor shall maintain offender records and provide reports that conform to those of Department in both format and content (Reference DOC Policy 1.5.4.

## 13. FISCAL MANAGEMENT

Contractor shall provide Department with a detailed copy of the approved, annual Facility budget, as well as quarterly budget status reports.

## 14. AUDITS

Contractor must provide access to the Facility, records, financial records, staff and offenders, to enable Department, the Montana Board of Pardons and Parole, the Montana Legislative Auditor, or other entities of the State, the opportunity to conduct periodic program reviews and/or Contract audits of the Facility and its programs.

## 15. 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.

## 16. PERSONNEL

A. Contractor shall at all times provide sufficiently trained staff to provide for and maintain the security, control, custody and supervision of offenders at the Facility in compliance with applicable court orders and this Contract. Contractor must comply with Federal and State laws related to employment and personnel practices. Bona fide Montana residents must be given a hiring preference in the staffing of the Facility.

B. The Facility shall provide Department with a complete staffing pattern of all positions of the Facility. The Facility shall staff all positions with qualified employees. Department and Contractor agree that the following positions, or their functional equivalents, are considered "key/critical": Facility manager/administrator; chief of security; nurse; and contract physician.

C. Since vacant positions can have an adverse effect on the Contractor's ability to provide adequate services to Department, Contractor shall notify Department, in writing, within 72 hours after: a) receiving a termination notice from an employee in a key/critical position; or b) a key/critical position becomes vacant. Notification to Department must be made even if the position is filled, or will be filled, within 72 hours of the vacancy. Notification shall include the Facility's

interpretation of the impact of the vacancy, as well as, the intended course of action to be taken by the Facility as a result of the vacancy.

If a key/critical position(s) is vacant, or anticipated to be vacant, for more than sixty (60) consecutive days, Department reserves the right to withhold the transfer of additional offenders to the Facility, or has the right to reduce the per diem payment by an amount equal to the daily base salary(s), including fringe benefits, for each day the position is vacant in excess of the sixty days, or at Department's discretion, remove State offenders from the Facility until such time as Department believes the Facility has the appropriate staff necessary to provide services in accordance with the contract terms and conditions.

Department shall not incur any financial liability for withholding or removing offenders from the Facility. Guaranteed payments for offender minimums shall be null and void in the event that Department withholds or removes offenders from the Facility due to vacancy related concerns. The decision to withhold or remove offenders from the Facility will be at the direction of the Director of Department of Corrections. The Director will give reasonable consideration to the requests of Contractor.

D. Background checks of all potential employees (including consultants, subcontractors and their employees and their agents, independent Contractors and their employees and agents, and volunteer workers) are required and must be comparable with those required for Department employees. These include completion of a background investigation and a criminal history records check. Contractor must not hire any person with a prior felony conviction without Department's approval.

E. Contractor must develop and implement written personnel policies for the Facility.

F. Contractor must keep Department informed about programmatic and health services work that Contractor subcontracts, including the names of the subcontractors. Department reserves the right to reject any subcontractor – for good reason – after consultation with Contractor.

G. Contractor must use its best efforts to reach early and peaceful settlement to any labor dispute including but not limited to picketing, lockouts, and strikes. Contractor must have plans in place in accordance with DOC Policy 3.2.1 - Emergency Preparedness, to address staffing during a strike. Contractor must notify Department at least sixty (60) calendar days prior to the termination of any labor agreement with its Facility employees and must notify Department immediately upon learning of a potential or impending strike or labor dispute at the Facility. In the event of a strike or labor dispute, Department may call on available emergency resources to operate or control the Facility until the strike or dispute has ended. In the event of a strike or labor dispute, Contractor must cooperate fully with Department to ensure safe operations. Contractor must reimburse Department for any costs it may incur for assistance provided at Contractor's request during or related to the strike or dispute.

## 17. TRAINING

A. Contractor must provide, at its expense, employee training. Contractor must have a written, detailed training curriculum that differentiates between training provided to different classes of employees (e.g., security, clerical).

B. Contractor may not employ anyone who fails to comply with training rules or fails to satisfy applicable training requirements. Training instructors must meet or exceed the same minimum job requirements and qualifications as those employed by Department. Detailed documentation

records of all training activities must be maintained by Contractor and made available to Department.

## 18. SECURITY AND CONTROL

A. Contractor must have a written Fire & Life Safety plan in accordance with DOC Policy 3.2.3 – Fire and Life Safety. All employees and offenders must be informed of and trained to this policy. Contractor shall ensure that state or local fire officials conduct annual inspections of the Facility for compliance with state and local law applicable to the Facility' s operation.

B. Contractor must have a written Emergency Response (Emergency Preparedness) Plan including appropriate procedures. Department will assist if necessary to ensure the Plan and procedures comply with Department's Emergency Preparedness Policy. Contractor must have a written plan for dealing with offender disturbances and hostage taking. Contractor's policy on the pursuit of escapees must be consistent with DOC Policy 3.2.2 – Facility Escapes.

C. Contractor must substantially comply with DOC Policies 3.1.8 - Use of Force and Restraints; 3.1.9 - Use of Chemical Agents & Oleoresin Capsicum (OC); 3.1.16 - Contraband Control (additional items of contraband may be identified and clearly defined in the Facility policy); and 3.1.17 - Offender Searches.

D. Contractor must have a written plan to control movement inside and outside the Facility - consistent with DOC Policy 3.1.11 - Off ender Movement Control. The Facility policy and procedure must account for the whereabouts of the offenders at all times. Contractor will be required to provide security at all times for offenders assigned to its custody. This includes, but is not limited to: offender counts, court appearances, off-site medical appointments, and hospital stays.

E. Contractor must have written procedures governing the transportation of offenders. Contractor is responsible for all transportation and security functions including, but not limited to, the initial transfer of the offender to the Facility, transportation for health care services, on-site parole board hearings, disciplinary returns, and local court appearances. Department and Contractor agree to coordinate and share transportation responsibilities and costs not specifically addressed in this contract.

F. Contractor shall be responsible to prevent escapes from the Facility. Contractor shall engage in immediate pursuit of an escapee and coordinate continuous off-site pursuit with local law enforcement agencies. Contractor shall immediately notify local law enforcement agencies and the DOC duty officer, upon discovery of an unauthorized absence or escapee. Contractor shall have in place, specific escape action plans that address initial notifications, deployment of escape posts and follow-up actions. Contractor shall also be responsible for entering the escapee into NCIC by issuing an "attempt to locate" and "pick up and hold" notifications. Escape flyers will be distributed to local law enforcement and media representatives. Contractor shall be responsible for all costs associated with the pursuit and capture of an escapee and his transportation back to secure custody in the State of Montana.

G. Contractor shall be responsible for all costs incurred by the State or any political subdivision of the State incurred as the result of escapes, riots, disturbances, or other natural or human caused events at the Facility with the exception of court costs identified in 53-30-110 MCA.

H. Contractor shall not permit any offender to work outside the fenced perimeter of the Facility without the express written approval of Department. Reference DOC Policy 4.7.12 – Offender Employment.

I. Contractor must have written policy and procedure governing the control and use of keys and tools consistent with DOC Policies 3.1.13 - Key Control and 3.1.14 - Tool and Dangerous Material Control.

J. Contractor must have written policy and procedure addressing Correctional Officer Post Orders consistent with DOC Policy 3.1.2 - Facility Post Orders.

K. Contractor must have written policy and procedures addressing entrance procedures into the Facility and security inspection of the Facility. The policies and procedures shall be consistent with DOC Policies 3.1.5 - Entrance Procedures and 3.1.15 - Security Inspections.

## 19. FOOD SERVICES

A. Contractor must provide three meals including two hot meals for each offender at regular meal times during each 24-hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend and holiday food demands. Further, Contractor must:

1. Provide the same daily menu for staff and offenders.

2. Serve all regular menus based on the Recommended Dietary Allowances (RDA) for males aged 25-50 years as provided by the National Research Council Food and Nutrition Board.

3. Maintain adequate refrigeration, cooler and dry storage space to keep a minimum food inventory supply on hand at the Facility.

4. Keep the kitchen and the dining area adequately ventilated, properly furnished, and clean. A supervisor must conduct routine inspections on a weekly basis.

5. Keep documentation at the Facility by state or local inspection authorities that food service facilities and equipment meet established governmental health and safety codes must be maintained. Deficiencies must be noted and corrected as quickly as possible and within a reasonable period of time.

6. Require all food service personnel to have clean hands and fingernails; wear hairnets or caps and washable garments; be in good health and free from communicable disease and open infected wounds; and practice hygienic food handling techniques. All foods must be properly stored, or disposed of as appropriate, at the completion of each meal.

7. Adopt and implement DOC Policy 4.3.5 - Food Service in Special Housing Units.

8. Ensure that the food service area complies with state and local health regulations.

B. Food service staff must develop and publish advance menu plans that are approved by a registered dietician. Copies of all menus served must be kept at the Facility with menu substitutions documented.

C. Contractor must provide special medical and religious diets in accordance with DOC Policy 4.3.6 - Special Diets.

## 20. HEALTH CARE SERVICES

Contractor is responsible for providing access to emergency health care services. In accordance with the language of this section, Contractor agrees to develop and implement an on-site health services delivery system to provide a constitutionally mandated level of health care. **The cost of all medical care shall be the responsibility of Department – except as described herein.** This section is divided into four categories; medical care, dental care, mental health treatment and a general category applicable to the provision of health care regardless of a specific treatment area. The general provisions are applicable to all categories except to the extent of any conflict within a specific treatment area.

### A. General Provisions

(1) Emergency Care

(a) Contractor shall provide emergency response twenty-four (24) hours a day, seven (7) days per week. **The cost of off-site emergency services such as emergency room charges will be the responsibility of MDOC.**

(2) Nursing Care

(a) Contractor shall provide offenders with access to nursing care seven (7) days per week – including forty (40) hours of on-site nursing care. Contractor shall ensure that individuals providing nursing care are licensed to provide such care in the state of Montana. Contractor shall ensure the appropriate training of nursing personnel to provide adequate assessment and triage. At a minimum, Contractor agrees to supervise LPN's [employed at the Facility] with a Registered Nurse (RN) or greater. The cost of nursing care will be Contractor's responsibility.

(b) Contractor shall provide sufficient personnel and training of personnel to ensure continuity of care that meets Montana and Federal laws governing the provision of health care to offenders.

(3) Medications

(a) Contractor shall obtain prescribed medications from the Department's contracted provider (Diamond Pharmacy). Prescribed medications shall be billed directly to Department. Contractor as part of the per diem will provide over-the-counter medications and day-to-day medical supplies.

(b) Contractor shall distribute medications, both prescribed and over-the-counter, and administer and account for medications in keeping with Department's drug formulary and with the Montana Nurse Practice Act and Board of Pharmacy regulations. Contractor will advise local providers to use the MDOC drug formulary in most instances. Local providers must be able to justify the use of non-formulary medications at the MDOC Medical Directors request.

(c) Contractor must have written policies regarding the possession and use of

controlled substances, prescribed medications and over-the-counter drugs. The policies must stipulate that prescribed medications are administered according to the directions of the prescribing professionals. There must be written policies and procedures which specify that the records of all medications distributed by Facility staff will be maintained and audited monthly and include the date, time and name of the offenders receiving medication, and identification of the staff member distributing such medication.

(4) OSHA Compliance

(a) Contractor shall develop and implement both an OSHA exposure prevention plan and post-exposure treatment plan. The plan must include an infectious disease control plan and monitoring according to ACA, NCCHC and/or CDC guidelines. The cost to ensure and maintain compliance is Contractor's responsibility.

(5) Health Screening

(a) Contractor shall perform a health intake screening within twenty-four (24) hours of offender arrival at the Facility. Contractor shall keep all offender health records current at all times and shall provide a complete copy of the health record when Contractor returns an offender to Department.

(6) Sick Call

(a) Contractor shall ensure that Facility health care staff triage offender health care complaints daily.

(b) Contractor must provide nursing assessment to offenders in accordance with NCCHC Standards and facility size.

(c) Contractor shall ensure that appropriate referrals to a Physician will be made when clinically indicated. The contract physician will be on-site at least one (1) day per week.

(d) Cost of services set forth in this subsection 9 are Contractor's responsibility as part of per diem. **However, costs associated with an off-site referral are the responsibility of Department, provided the Contractor received pre-authorization from the Department designee.**

(7) Off-site Security and Transportation

(a) Contractor shall be responsible for all transportation of offenders to off-site health service facilities, including ambulance. Contractor is also responsible for providing an appropriate level of security for all off-site medical treatments/admissions.

(8) Staffing & Equipment

(a) Contractor shall provide adequate numbers of trained staff and equipment to provide health care in accordance with community standards. Contractor must

also provide for annual re-certification of all officers and health care staff in basic cardiopulmonary resuscitation. Staff must also be certified/licensed according to state law. Costs of this service will be the responsibility of CONTRACTOR.

(9) Informed Consent

(a) Contractor shall obtain and document informed consent for health care and treatment of offenders by health care staff consistent with DOC Policy 4.5.31 – Informed Consent. Contractor must also ensure that offenders have the right to refuse treatment consistent with DOC Policy 4.5.32 – Right to Refuse Medical Treatment.

(10) Suicide

(a) Contractor shall implement a suicide prevention and management program. Offenders that Contractor identifies as "at risk" for suicide must be appropriately managed to prevent harm to both the offender and to others. The cost of the program shall be borne by Contractor.

(11) Notification of Next of Kin

(a) Contractor shall adopt policies and procedures providing for the prompt notification of an offender's next of kin and Department in case of death, surgery, injury, or serious illness as defined in DOC Policy 4.5.33 – Notification of Offender Medical Emergency. Any death must be reported immediately to the proper officials as specified in DOC Policy 4.5.34 – Offender Death.

(12) Medical Costs

(a) Contractor is only responsible for medical care costs specifically identified as Contractor responsibility in this Contract. **MDOC is responsible for all other medical costs, provided the Contractor received pre-authorization from the Department designee.**

(b) All non-emergency medical, surgical or diagnostic services, or durable medical equipment or supplies will require prior approval from the Managed Care Coordinator. Failure of Contractor to receive prior approval will result in Contractor being solely responsible for the costs.

(c) Emergency cases do not require prior approval for the initial assessment. However, the Managed Care Coordinator must be notified within 72 hours of the incident.

(12A) Exceptions to subsection 12 – Medical Costs

(a) The State, pursuant to Mont. Code Ann. § 46-4-122(2)(a), is solely responsible for the cost of a post-mortem examination conducted upon an offender who dies in the custody of the Facility.

## B. Mental Health

(1) Emergency Mental Health Services

(a) Contractor shall have the capability, and when clinically indicated, will provide offenders with access to emergency mental health services twenty-four (24) hours per day, seven (7) days per week. Mental Health Services must be available and provided by licensed and/or certified mental health professionals. Nothing in this section shall be interpreted to prevent a licensed clinician from using psychotropic medications when required in an emergency situation to prevent the offender from causing injury to the offender's self or others. **Department is responsible for the cost of all mental health services - excluding transportation and security - provided the Contractor received pre-authorization from the Department designee.**

## C. Dental Services

(a) Contractor shall make emergency dental services available to all offenders. All dental services must be pre-approved by the Department's Managed Care Nurse. **The cost of all dental services will be the responsibility of Department.**

# 21. ASSESSMENT, TREATMENT, AND OUTCOME

## A. Assessment of Offenders

All offenders that are placed in the facility as a result of a "revocation" will be assessed to determine the needs of the offender. The assessment will be used to determine if the offender is an appropriate candidate for a community placement. Information acquired from the assessment will be used to assist in the planning and referral process for each offender. An assessment report will be forwarded to MSP or the community based placement that the offender is released to.

## B. Chemical Dependency Treatment

The Chemical Dependency Programming will use a cognitive - behavioral approach treatment model. At least 20 total offenders will be enrolled in the continuum of care. The continuum of care should include an open-ended program based on the Gorski relapse-prevention model. The following components are the minimum standards to be used.

***Relapse Prevention***

- One individual weekly session as needed.
- Average of 4 hours per week per individual offender in relapse.
- Gorski relapse prevention program.

## C. Outcome Measurements

Contractor will provide the department with a quarterly report that indicates the release destinations of all offenders that enter and exit the program. The report will include the length of placement of each offender and all programming the offender received while residing in the facility.

Contractor will submit an annual report to the department within 30 day of the end of each fiscal year. This report will compile the information acquired via the quarterly reports. In addition, the annual report must include information relative to the current status/location of each offender released from the facility. This information will be maintained for three year from the release of each offender that enters the facility.

**D. Religious Activities**

Contractor must provide religious programs and activities for offenders.

## 22. OFFENDER WORK AND PAY

Offenders may be required to work – to the extent possible – subject to limitations of the Facility to provide work opportunities and health or physical limitations of each individual offender. Funds for institutional workers pay are included in the per diem rate as set forth in Section 5.

## 23. OFFENDER ORIENTATION

Contractor shall provide orientation to offenders which includes, but is not limited to, a handbook containing information on rules, penalties and offenses, disciplinary procedures, access to courts and attorneys, mail, telephone, grievances, medical care, religion, and programs available. Offender orientation must be conducted within one week after arrival at the Facility and must be documented by employee and offender signatures. Contractor will accept only the property accepted at MSP Reception (money, legal papers, prescription eye glasses and/or contact lenses, dental appliances, address book, religious medallion, unframed family photo, AA or NA book, Social Security card, wristband, wristwatch, Holy Book, wedding band, driver's license, photo ID, and shoes, preferably sneakers) and other items as agreed upon by Contractor and MDOC. Contractor may accept one set of street clothes for a prisoner expected to release from the Facility.

## 24. OFFENDER MAIL, TELEPHONES, AND VISITATION

A. Contractor must adopt and implement DOC Policies 5.4.1 - Offender Correspondence and 5.4.3 - Offender Access to Telephones.

B. Contractor must provide physical space, furniture, equipment and supervision for contact and non-contact visitation. Contractor may modify time limits and frequency.

## 25. OFFENDER RIGHTS

**A. Grievance Procedures**

Contractor must implement a grievance procedure using DOC Policy 3.3.3 - Offender Grievance Procedure as a guideline. The final appeal for all offender grievances shall be made to Department's designee.

**B. Discipline**

Contractor must adopt and implement a discipline policy using DOC Policy 3.4.1 - Institutional Discipline as a guide. Disciplinary offenses and penalty codes must be posted in each offender living area and other appropriate areas accessible by offenders. Department shall have final authority to approve, amend, or disapprove severe level disciplinary actions by Contractor.

Contractor may, in conjunction with disciplinary proceedings, make recommendations for the

forfeiture of good time credits to Department. The decision to forfeit good time credits is at the sole discretion of Department.

### C. Legal Assistance

Contractor must provide offenders with forms for filing of complaints, post-conviction petitions, sentence review applications, notices of appeal, and habeas corpus petitions.

## 26. OFFENDER TELEPHONES/COMMISSIONS

A. Contractor must contract with a telephone service provider to provide coin-less, collect telephone service to the State offender population. Contractor must submit the telephone service contract to Department for its review and approval prior to acceptance. Rebates/commissions or other compensation received by Contractor from the telephone service provider must be directed to the Department's Fiscal Bureau in Helena. Copies of source documentation supporting said rebates/commissions must be available for Department review.

B. The selected service provider shall allow Contractor the ability to monitor and record offender telephone conversations and ensure that certain phone numbers, (e.g. attorney, legal, and other authorized calls) cannot be monitored. In addition, the provider must allow the Facility to control what phone numbers an offender may access.

## 27. CLASSIFICATION AND TRANSFER

A. Offenders to be transferred to the Facility will be assigned housing based on program and custody needs by Contractor's housing assignment officer and Department's representative.

B. The Facility Administrator may request exclusion of a given offender at the Facility, based upon the crime committed by the offender, location of the crime, the offenders past history, and/or local needs/concerns of the County. The request for exclusion must include supporting justification. Absent extraordinary circumstances, Department will make reasonable efforts to honor such requests.

C. Department will be responsible for preparing, maintaining and providing parole reports, progress reports, special progress reports (as requested), and disciplinary records to Department and/or the Montana Board of Pardons and Parole.

D. Department shall be solely responsible for the calculation of sentence discharge dates and parole eligibility dates. No offender shall be discharged from the Facility without written authorization from Department.

E. Department shall be responsible for providing all necessary services related to the discharge of an offender, including but not limited to, arranging transportation, property removal, and provision of suitable clothing, as provided in 53-30-111, MCA.

## 28. COMMUNICATIONS

### A. Priority 1 Incidents

Following pertinent portions of the Duty Officer Policy (Reference DOC Policy 1.1.13), the Facility Administrator will ensure that Department Duty Officer receives immediate oral reports of all Priority 1 incidents. Written reports concerning these incidents shall be faxed to

Department within 8 hours of discovery of the incident.

**B. Daily Operational Reports**

The daily operations form (supplied by Department) includes issues such as all temporary lock up incidents, severe and major disciplinary reports, off-site medical transport, use of force incidents, administrative segregation placements, offender on offender assaults, offender on staff assaults, contraband seizures and daily counts. Daily reports completed by the Facility shall be electronically transmitted to the designated Department representative.

- Additional reports requested by Department will be immediately faxed to the designated Department representative.
- Video tape recordings, if applicable, must be sent to Department within three (3) days of a request.

**C. Counts**

Any count changes at the Facility will be reported to the Department at the time of the count change. Count changes include: offenders on leave to court; transfers from other facilities; transfers to prerelease placements, MCDC, TSCTC (Boot Camp), or Corrections Connections; discharges; parole; or, extended hospital stays. The report shall include the new total count and the offender(s) name and AO number that were moved.

- Contractor will designate and provide a listing of on-site key personnel responsible for the effective exchange of information.
- Department Liaison for this Section will be designated by Department.

## 29. INDIGENT OFFENDERS

Contractor shall provide indigent offenders with personal health and welfare items. Contractor shall provide indigent offenders with postage for mailing legal materials.

## 30. FURNISHINGS, FIXTURES, AND EQUIPMENT

Contractor is encouraged to purchase FF&E from Department of Corrections, Montana Correctional Enterprises, whenever quality, price, and delivery schedules are better than, or comparable to, other providers. However, Contractor is under no obligation to purchase from MCE. Department will ensure that Contractor is provided with a current copy of the MCE catalogue and updates as they are released.

## 31. LIAISONS

In order to effectively administer this Contract, each party has appointed the following contact persons:

A. The Contact Persons for Department are:

| | |
|---|---|
| Operational Issues: | Adult Community Corrections Division Administrator or designee |
| Contract Issues: | Contracts Manager |
| Notice/Litigation: | Departments' Chief Legal Counsel |
| Emergency Contact: | Department Duty Officer |

B. The Contact Persons for Contractor are:

| | |
|---|---|
| Operational Issues: | Facility Administrator |
| Contract Issues: | CCCS Chief Executive Officer |
| Notice/Litigation: | CCCS Chief Executive Officer |

Replacement of the positions identified herein shall be accomplished by written notice to the other party. All notices, reports, billings, and correspondence to the respective parties of this Contract shall be sent to the attention of the appropriate person in the position listed above.

## 32. GOVERNING LAW

The laws and administrative rules and regulations of the State of Montana shall govern in any matter relating to any offender confined pursuant to this Agreement.

## 33. CONTRACTOR STATUS

Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed an agent or employee of Department. Contractor shall have no authorization, express or implied, to bind Department to any contracts, liability or understanding except as expressly set forth herein.

## 34. ASSIGNMENT

No right or interest pursuant to this Contract shall be subcontracted, assigned or delegated by Contractor without the prior express written permission of Department. In the event that permission is granted and some or all of the services are subcontracted or assigned, Contractor shall guarantee that the subcontractor, assign, or delegee will comply with all of the provision of this Contract.

## 35. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to Department and Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other person. It is the express intention of Department and Contractor that any entity, other than Department or Contractor receiving services or benefits under this Contract, shall be deemed an incidental beneficiary only.

## 36. VENUE

This contract is governed by the laws of Montana. The parties agree that any 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)

## 37. SEVERABILITY

If any term or condition of this Contract shall be held to be invalid, illegal or unenforceable, this Contract shall be construed and enforced without such provision; to the extent this Contract is then capable of execution within the original intent of the parties. If, however, Department determines that the invalid provision or provisions are essential to the purpose or performance of the Contract, it may terminate the Contract. Such a termination shall be deemed a termination for cause.

## 38. PHYSICAL DAMAGE TO FACILITY

The risks and costs of physical damage to the Facility incurred as a direct result of the placement of offenders in the Facility shall be considered usual costs, incidental to the operation of the Facility, and part of the costs reimbursed through the daily per diem rate paid by Department.

## 39. FORCE MAJEURE

Neither party shall be deemed to be in default for any delay or failure to perform under this Contract if such delay or failure to perform results from an act of God, civil or military authority, or other occurrence beyond that party's control, provided however, that the Contractor's security obligations under this Contract do not end in the event of an offender disturbance, riot, or other incident. A Force Majeure incident may not be caused by or under the control of the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

## 40. COMPLIANCE WITH APPLICABLE LAWS

A. At all times during the performance of its obligations of this Contract, Contractor shall strictly adhere to all applicable Department of Corrections Policies, ACA and NCCHC Standards, local, state, and federal laws and regulations. Contractor shall protect the confidentiality of all applicant/recipient records, papers, documents, tapes or any other materials that have been, or may hereafter be created, as a result of this Contract. Contractor acknowledges that said laws include, but are not limited to: Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1972; the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans With Disabilities Act, including Title II, Subtitle A, 24 U.S.C. Sec. 12101, et seq.; and all rules and regulations applicable to these laws prohibiting discrimination because of race, religion, color, national origin, creed, sex, age or handicap.

B. In the event that Contractor fails to comply with the terms of this Contract and Department has given two (2) consecutive thirty-day written notices specifying the manner in which Contractor has failed to comply, then Department may, upon giving a third notice, withhold 2% of the monthly per diem until the deficiency is corrected. Contractor may invoke the Dispute Resolution Procedures set out in Section 47 of this Agreement if it believes that it is in compliance with the terms of the Contract. The withholding shall be stayed pending completion of the Dispute Resolution Procedures.

## 41. CONFIDENTIALITY OF RECORDS

A. In the event Contractor shall obtain access to any records or files of Department in connection with this Contract, or in connection with the performance of its obligations under this Contract, Contractor shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to Department.

B. Contractor acknowledges that release of information maintained within offender records is governed by the Montana Constitution, federal and state law, and DOC Policies 1.1.8 – Media Relations, 1.5.6 – Offender Records Access and Release, and 3.3.4 – Media Access to Offenders. Contractor shall develop policies that maintain the appropriate level of confidentiality expected in offender records pursuant to applicable law. At a minimum, Contractor's policies should include a description of information suitable for public disclosure, law enforcement agency access to offender records, and a process by which offenders may provide written consent to

information releases. Contractor's policy shall be reviewed and approved by the Contract Monitor prior to implementation.

C. Contractor agrees to notify and advise in writing, all employees, agents, consultants, licensees, or subcontractors of the said requirements of confidentiality and of possible penalties and fines imposed by violation thereof, and secure from each an acknowledgment of such advisement and Agreement to be bound by the terms of this Contract as an employee, agent, consultant, licensee or subcontractor of Contractor, as the case may be.

D. Any breach of confidentiality by Contractor or third party agents of Contractor shall constitute good cause for Department to cancel this Contract, without liability. Any records and files delivered to Contractor shall be returned to Department.

E. Any Department waiver of an alleged breach of confidentiality by Contractor or third party agents of Contractor is not to imply a waiver of any subsequent breach.

F. In compliance with State of Montana Information Systems Enterprise Policy (ENT-SEC-141), Contractor is responsible for sanitizing all Department data from its computer systems before disposal.

## 42. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

## 43. TIME OF THE ESSENCE

Time is of the essence in the performance of all of the parties' obligations and duties under this Contract.

## 44. MODIFICATION AND BREACH

This Contract contains the entire agreement and understanding between the parties and no statement, promise or inducement 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.

## 45. ALTERNATE DISPUTE RESOLUTION

Any dispute between the parties concerning any and all matters related to this Contract will be resolved as follows:

A. Step 1: Each party will appoint a person who shall be responsible for administering the resolution procedures regarding claims. Those appointed persons should attempt to settle such claim. If they are unable to resolve the claim within thirty (30) days after either party notifies the other that the claim has been referred for resolution, either party may declare that an impasse has been reached and proceed to Step 2.

B. Step 2: Upon declaration of an impasse, the parties will seek mediation by a certified civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) days of the decision to mediate, said mediator will be chosen by the party seeking mediation. The cost of the mediation will be split equally between the parties.

In the absence of an agreement to the contrary by the parties, the mediation process shall be conducted in accordance with the Facility for Public Resources Model Mediation Procedures of

Business Disputes. The mediator shall conduct all hearings and meetings in Helena, Montana, and, within thirty (30) days of appointment, shall notify the parties in writing of the decision stating separately findings of fact and determinations of law. If non-binding mediation does not resolve the dispute, parties may proceed to Step 3 set out herein.

C. Step 3: Either party may seek the remedy available under law.

## 46. CHANGES

Department and Contractor may, by written approval between both parties, make changes within the general scope of the Contract. If any change of scope causes an increase or decrease in the cost of, or the time required for the performance of, any part of the work under the Contract, a mutually satisfactory adjustment must be made in the Contract and must be modified in writing accordingly.

## 47. COMPLETED CONTRACT

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

## SIGNATURES

**DEPARTMENT**

1-3-06

Mike Ferriter, Administrator — Date
Adult Community Corrections Division

**CONTRACTOR**

1/30/06

Mike Thatcher, CEO — Date
Community, Counseling, and Correctional Services, Inc.

Approved for Legal Content by:

1/25/06

~~Colleen White~~ — Date
Department of Corrections
DIANA KOCH

# Appendix A

**Attached here will be a current Commissioner of Labor and Industry packet on the standard prevailing wages, including fringe benefits.**

# MONTANA 2003 NONCONSTRUCTION SERVICES

## PREVAILING WAGE BOOK

Rates Effective Dec. 25, 2003

RESEARCH & ANALYSIS BUREAU

WORKFORCE SERVICES DIVISION

MONTANA DEPARTMENT OF LABOR & INDUSTRY



# MONTANA PREVAILING WAGE RATES

## Nonconstruction

***Rates Effective Dec. 25, 2003***

**State of Montana**
**Judy Martz, Governor**

**Department of Labor & Industry**
**Wendy Keating, Commissioner**

To obtain copies of prevailing wage rate schedules, contact:
Research and Analysis Bureau, Workforce Services Division
Montana Department of Labor and Industry
P. O. Box 1728, 840 Helena Ave.
Helena, MT 59624-1728
Phone 406-444-2430 FAX 406-444-2638
Toll free 800-541-3904
TDD 406-444-0532
**We're also on the Internet at: www.ourfactsyourfuture.org**

**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 6518
Helena, MT 59604-6518
Phone 406-444-5600
TDD 406-444-5549

**As always, the Research and Analysis Bureau welcomes questions, comments and suggestions from the public. In addition, we'll do our best to provide information in accessible format, on request, in compliance with the Americans with Disabilities Act.**

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# MONTANA PREVAILING WAGE REQUIREMENTS

## *Nonconstruction Services*

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.ourfactsyourfuture.org/pw** or by contacting the Research and Analysis Bureau at (800) 541-3904 or TDD (406) 444-0532.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and payment of prevailing wages. For detailed compliance information relating to Public Works projects 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

WENDY KEATING
Commissioner
Department of Labor and Industry
State of Montana

## A. Date of Publication:

## B. Definition of Nonconstruction Services Occupations

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that Nonconstruction Services means 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 aide 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 Projects

Contracts entered into for construction services (Heavy, Highway and Building) or Nonconstruction Services by the state, county, municipality, school district, or political subdivision in which the total cost of the contract is $25,000 or more involving public funds.





## D. Prevailing Wage Schedule

Employers are surveyed biennially to determine prevailing wage rates for services occupations. This publication covers only Nonconstruction Services occupations. Heavy and Highway industry rates are contained in separate publications. Building Construction occupations are surveyed in alternate years and current rates are contained in a publication dated August 2003. All of 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.ourfactsyourfuture.org** or by contacting the Research and Analysis Bureau at (800) 541-3904 or TDD (406) 444-0532.

## E. Rates to use for Projects

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

## F. Fringe Benefits

Section 18-2-412 of the Montana Code Annotated states that:

"(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 United States 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 for health and welfare and pension contributions that meet the requirements of the Employee Retirement Income Security Act of 1974, travel, or other bona fide programs approved by the United States department of labor, that is 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 United States department of labor."

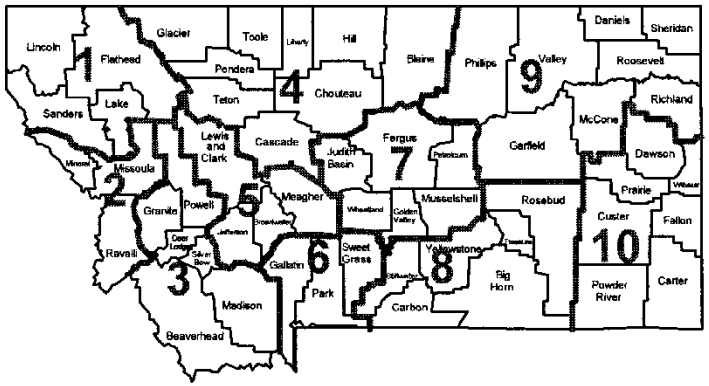
Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are **not** to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.





## G. Prevailing Wage Districts

Montana counties are aggregated into 10 districts for the purpose of prevailing wage. A map showing these districts follows:




The prevailing wage districts are composed of the following counties:

**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

## H. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. However, apprentices not registered in approved federal or state apprenticeship programs will be paid the prevailing wage rate when working on a public works contract.

## I. Posting Notice of Prevailing Wages

Section 18-2-406, Montana Code Annotated, provides that contractors, subcontractors, and employers who are performing work or providing services under public works contracts as provided in this part shall post in a prominent and accessible site on the project or work area, not later than the first day of work, a legible statement of all wages to be paid to the employees on such site or work area.

## J. Employment Preference

Section 18-2-403, 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.

## K. Nonconstruction Services Occupations

### MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES:

BOILER OPERATOR
BUILDING INSPECTOR
CLEANER/JANITOR
DITCH RIDER
ELEVATOR REPAIRER
HIGHWAY MAINTENANCE WORKER
JANITOR-BUILDING MAINTENANCE
STREET CLEANER/SWEEPER





### GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY:

CEMETERY WORKER
GROUNDSKEEPER
SPRAYER

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

METER READER
PUMP STATION OPERATOR
SANITARY LANDFILL OPERATOR
SEWAGE DISPOSAL WORKER
SEWER LINE REPAIRER
SEWER PIPE CLEANER
WASTE DISPOSAL ATTENDANT
WASTEWATER TREATMENT PLANT ATTENDANT
WASTEWATER TREATMENT PLANT OPERATOR
WATER FILTER CLEANER
WATER METER INSTALLER
WATER SERVICE DISPATCHER
WATER TREATMENT PLANT OPERATOR

## LAW ENFORCEMENT, INCLUDING JAILERS AND CORRECTION OFFICER:

ANIMAL CONTROL OFFICER
BAILIFF
CORRECTION OFFICER
DISPATCHER
JAILER
SECURITY GUARD
PARKING ENFORCEMENT OFFICER

## FIRE PROTECTION:

FIREFIGHTER
FIRE MARSHALL

## PUBLIC OR SCHOOL TRANSPORTATION DRIVING:

BUS DRIVER
VAN DRIVER

## NURSING, MEDICAL AND LABORATORY TECHNICIAN SERVICES:

EMERGENCY MEDICAL TECHNICIAN
LICENSED PRACTICAL NURSE
MEDICAL LABORATORY TECHNICIAN
NURSE ANESTHETIST
NURSE ASSISTANT
NURSE PRACTITIONER
COMMUNITY HEALTH NURSE
GENERAL DUTY NURSE
OFFICE NURSE
ORDERLY





## MAIL HANDLING:

MAIL CARRIER
MAIL HANDLER

## FOOD SERVICE:

FOOD SERVICE WORKER

## MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

### BOILER OPERATOR

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $15.24 | $2.40 |
| District 2 | $17.38 | $4.52 |
| District 3 | $17.38 | $4.52 |
| District 4 | $15.53 | $4.52 |
| District 5 | $17.38 | $4.52 |
| District 6 | $12.69 | $2.90 |
| District 7 | $13.31 | $4.09 |
| District 8 | $12.52 | $3.46 |
| District 9 | $14.16 | $5.15 |
| District 10 | $11.36 | $4.78 |

### BUILDING INSPECTOR

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $15.88 | $4.30 |
| District 2 | $15.06 | $4.30 |
| District 3 | $15.06 | $4.26 |
| District 4 | $14.80 | $4.26 |
| District 5 | $14.43 | $4.24 |
| District 6 | $15.06 | $4.30 |
| District 7 | $15.06 | $4.30 |
| District 8 | $15.06 | $4.30 |
| District 9 | $15.06 | $4.30 |
| District 10 | $15.06 | $4.30 |





### CLEANER/JANITOR

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $8.45 | $2.20 |
| District 2 | $8.13 | $2.21 |
| District 3 | $7.37 | $2.12 |
| District 4 | $8.39 | $2.44 |
| District 5 | $8.66 | $1.84 |
| District 6 | $9.03 | $2.35 |
| District 7 | $8.87 | $2.40 |
| District 8 | $7.91 | $1.28 |
| District 9 | $8.19 | $2.13 |
| District 10 | $7.00 | $1.87 |

### DITCH RIDER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $11.74 | $3.90 |
| District 2 | $13.58 | $3.40 |
| District 3 | $12.36 | $3.21 |
| District 4 | $11.98 | $3.21 |
| District 5 | $11.89 | $4.62 |
| District 6 | $11.74 | $2.46 |
| District 7 | $11.74 | $3.69 |
| District 8 | $11.77 | $3.06 |
| District 9 | $11.55 | $4.32 |
| District 10 | $11.74 | $2.40 |

## ELEVATOR REPAIRER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $25.31 | $10.23 |
| District 2 | $25.31 | $10.23 |
| District 3 | $25.31 | $10.23 |
| District 4 | $25.31 | $10.23 |
| District 5 | $25.31 | $10.23 |
| District 6 | $25.31 | $10.23 |
| District 7 | $25.31 | $10.23 |
| District 8 | $25.31 | $10.23 |
| District 9 | $25.31 | $10.23 |
| District 10 | $25.31 | $10.23 |

## HIGHWAY MAINTENANCE WORKER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $15.20 | $3.95 |
| District 2 | $15.20 | $3.95 |
| District 3 | $13.19 | $3.86 |
| District 4 | $12.68 | $2.25 |
| District 5 | $15.20 | $3.95 |
| District 6 | $15.20 | $3.95 |
| District 7 | $15.20 | $3.95 |
| District 8 | $15.20 | $3.95 |
| District 9 | $14.45 | $3.95 |
| District 10 | $15.20 | $3.95 |





## JANITOR BUILDING MAINTENANCE

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $10.12 | $2.39 |
| District 2 | $7.35 | $1.27 |
| District 3 | $6.00 | $2.42 |
| District 4 | $9.71 | $3.23 |
| District 5 | $11.91 | $2.93 |
| District 6 | $8.25 | $3.08 |
| District 7 | $8.74 | $3.63 |
| District 8 | $8.30 | $3.35 |
| District 9 | $12.44 | $3.23 |
| District 10 | $6.50 | $2.17 |

## STREET CLEANER/SWEEPER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $16.14 | $3.29 |
| District 2 | $15.79 | $3.27 |
| District 3 | $18.00 | $4.68 |
| District 4 | $14.37 | $3.74 |
| District 5 | $16.60 | $3.35 |
| District 6 | $15.79 | $3.35 |
| District 7 | $15.79 | $3.27 |
| District 8 | $15.79 | $3.27 |
| District 9 | $15.79 | $3.27 |
| District 10 | $15.79 | $3.27 |

## GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

### CEMETARY WORKER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $10.44 | $1.72 |
| District 2 | $7.98 | $1.72 |
| District 3 | $7.32 | $1.72 |
| District 4 | $6.52 | $2.56 |
| District 5 | $6.00 | $2.50 |
| District 6 | $7.23 | $1.72 |
| District 7 | $7.71 | $1.39 |
| District 8 | $8.73 | $1.45 |
| District 9 | $9.33 | $2.19 |
| District 10 | $7.61 | $0.56 |





### GROUNDSKEEPER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $11.23 | $2.91 |
| District 2 | $8.41 | $4.08 |
| District 3 | $6.75 | $3.40 |
| District 4 | $9.42 | $3.19 |
| District 5 | $8.77 | $2.40 |
| District 6 | $9.54 | $1.22 |
| District 7 | $11.60 | $3.02 |
| District 8 | $9.00 | $2.00 |
| District 9 | $9.07 | $2.21 |
| District 10 | $8.93 | $1.53 |

### SPRAYER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $14.22 | $5.94 |
| District 2 | $14.22 | $5.94 |
| District 3 | $14.22 | $5.94 |
| District 4 | $14.22 | $5.94 |
| District 5 | $14.22 | $5.94 |
| District 6 | $14.22 | $5.94 |
| District 7 | $14.22 | $5.94 |
| District 8 | $14.22 | $5.94 |
| District 9 | $14.22 | $5.94 |
| District 10 | $15.33 | $5.94 |

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

### METER READER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $13.00 | $5.22 |
| District 2 | $12.82 | $4.95 |
| District 3 | $13.59 | $4.60 |
| District 4 | $11.48 | $4.24 |
| District 5 | $12.40 | $4.44 |
| District 6 | $12.38 | $2.94 |
| District 7 | $12.76 | $3.21 |
| District 8 | $12.46 | $2.92 |
| District 9 | $12.13 | $3.21 |
| District 10 | $12.21 | $2.93 |





### PUMP STATION OPERATOR

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | No rate established | No rate established |
| District 2 | No rate established | No rate established |
| District 3 | $18.00 | $4.68 |
| District 4 | $14.97 | $3.89 |
| District 5 | No rate established | No rate established |
| District 6 | No rate established | No rate established |
| District 7 | No rate established | No rate established |
| District 8 | No rate established | No rate established |
| District 9 | No rate established | No rate established |
| District 10 | No rate established | No rate established |

### SANITARY LANDFILL OPERATOR

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $13.14 | $4.43 |
| District 2 | $13.14 | $3.46 |
| District 3 | $18.00 | $4.68 |
| District 4 | $12.26 | $3.19 |
| District 5 | $14.93 | $3.88 |
| District 6 | $13.75 | $4.81 |
| District 7 | $13.14 | $2.49 |
| District 8 | $11.38 | $2.46 |
| District 9 | $10.62 | $2.13 |
| District 10 | $10.35 | $2.91 |

## SEWAGE DISPOSAL WORKER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $13.72 | $3.53 |
| District 2 | $13.72 | $3.53 |
| District 3 | $18.00 | $4.68 |
| District 4 | $14.37 | $3.74 |
| District 5 | $13.72 | $3.53 |
| District 6 | $13.72 | $3.53 |
| District 7 | $13.72 | $3.53 |
| District 8 | $11.50 | $3.53 |
| District 9 | $11.50 | $3.53 |
| District 10 | $13.72 | $3.53 |

## SEWER LINE REPAIRER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $13.86 | $5.10 |
| District 2 | $14.64 | $4.67 |
| District 3 | $15.30 | $4.67 |
| District 4 | $13.65 | $4.56 |
| District 5 | $14.64 | $4.52 |
| District 6 | $15.02 | $4.61 |
| District 7 | $13.43 | $3.78 |
| District 8 | $14.64 | $4.52 |
| District 9 | $14.64 | $3.74 |
| District 10 | $14.64 | $4.52 |





## SEWER PIPE CLEANER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $15.48 | $4.52 |
| District 2 | $16.83 | $3.33 |
| District 3 | $15.30 | $4.67 |
| District 4 | $14.37 | $3.74 |
| District 5 | $15.37 | $4.63 |
| District 6 | $15.37 | $4.67 |
| District 7 | $15.37 | $4.49 |
| District 8 | $15.37 | $4.49 |
| District 9 | $15.37 | $4.49 |
| District 10 | $15.37 | $4.49 |

## WASTE DISPOSAL ATTENDANT

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $10.79 | $2.51 |
| District 2 | $16.31 | $4.24 |
| District 3 | $10.79 | $2.71 |
| District 4 | $10.34 | $2.18 |
| District 5 | $11.19 | $2.29 |
| District 6 | $10.78 | $3.04 |
| District 7 | $10.79 | $2.70 |
| District 8 | $10.79 | $2.71 |
| District 9 | $10.79 | $2.70 |
| District 10 | $10.79 | $2.71 |

## WASTE WATER TREATMENT PLANT ATTENDANT

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $11.46 | $2.73 |
| District 2 | $16.31 | $4.24 |
| District 3 | $11.46 | $2.73 |
| District 4 | $11.46 | $2.73 |
| District 5 | $11.46 | $2.73 |
| District 6 | $11.46 | $2.73 |
| District 7 | $11.46 | $2.73 |
| District 8 | $11.46 | $2.73 |
| District 9 | $11.46 | $2.73 |
| District 10 | $11.46 | $2.73 |

## WASTE WATER TREATMENT PLANT OPERATOR

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $12.97 | $4.83 |
| District 2 | $16.10 | $3.29 |
| District 3 | $15.30 | $4.54 |
| District 4 | $17.64 | $4.38 |
| District 5 | $18.98 | $4.93 |
| District 6 | $15.17 | $4.48 |
| District 7 | $15.03 | $4.07 |
| District 8 | $12.64 | $4.28 |
| District 9 | $15.03 | $4.07 |
| District 10 | $15.03 | $4.28 |





## WATER FILTER CLEANER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $16.76 | $3.33 |
| District 2 | $16.76 | $3.33 |
| District 3 | $16.76 | $3.33 |
| District 4 | $16.76 | $3.33 |
| District 5 | $16.76 | $3.33 |
| District 6 | $16.76 | $3.33 |
| District 7 | $16.76 | $3.33 |
| District 8 | $16.76 | $3.33 |
| District 9 | $16.76 | $3.33 |
| District 10 | $16.76 | $3.33 |

## WATER METER INSTALLER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $19.84 | $6.28 |
| District 2 | $19.84 | $6.28 |
| District 3 | $18.48 | $6.28 |
| District 4 | $18.48 | $5.94 |
| District 5 | $18.48 | $5.94 |
| District 6 | $18.48 | $5.94 |
| District 7 | $18.48 | $5.94 |
| District 8 | $18.48 | $5.94 |
| District 9 | $18.48 | $5.94 |
| District 10 | $18.48 | $5.94 |

## WATER SERVICE DISPATCHER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $15.25 | $4.73 |
| District 2 | $15.17 | $4.53 |
| District 3 | $15.30 | $4.67 |
| District 4 | $15.20 | $4.66 |
| District 5 | $15.20 | $4.53 |
| District 6 | $15.20 | $4.74 |
| District 7 | $15.20 | $4.66 |
| District 8 | $15.20 | $4.66 |
| District 9 | $15.20 | $4.66 |
| District 10 | $15.20 | $4.66 |

## WATER TREATMENT PLANT OPERATOR

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $12.23 | $3.35 |
| District 2 | $16.03 | $3.24 |
| District 3 | $15.30 | $4.67 |
| District 4 | $13.33 | $3.43 |
| District 5 | $17.10 | $4.45 |
| District 6 | $13.87 | $3.92 |
| District 7 | $13.87 | $3.53 |
| District 8 | $13.87 | $4.19 |
| District 9 | $12.61 | $2.54 |
| District 10 | $13.39 | $3.92 |





## LAW ENFORCEMENT, INCLUDING JAILERS AND CORRECTION OFFICER ANIMAL CONTROL OFFICER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $14.87 | $4.61 |
| District 2 | $13.80 | $4.62 |
| District 3 | $15.30 | $4.67 |
| District 4 | $14.56 | $4.54 |
| District 5 | $11.13 | $2.89 |
| District 6 | $15.25 | $4.68 |
| District 7 | $11.60 | $3.02 |
| District 8 | $14.56 | $4.54 |
| District 9 | $14.56 | $4.54 |
| District 10 | $14.56 | $4.54 |

## BAILIFF

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $7.23 | No rate established |
| District 2 | $7.23 | No rate established |
| District 3 | $7.23 | No rate established |
| District 4 | $7.23 | No rate established |
| District 5 | $7.23 | No rate established |
| District 6 | $6.50 | No rate established |
| District 7 | $7.23 | No rate established |
| District 8 | $6.50 | No rate established |
| District 9 | $7.23 | No rate established |
| District 10 | $7.23 | No rate established |

## CORRECTION OFFICER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $10.64 | $3.65 |
| District 2 | $10.64 | $3.88 |
| District 3 | $10.51 | $2.93 |
| District 4 | $11.08 | $3.10 |
| District 5 | $10.64 | $3.65 |
| District 6 | $10.64 | $3.88 |
| District 7 | $10.64 | $3.50 |
| District 8 | $10.51 | $3.88 |
| District 9 | $10.51 | $3.88 |
| District 10 | $10.64 | $3.88 |

## DISPATCHER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $13.82 | $3.48 |
| District 2 | $8.17 | $2.85 |
| District 3 | $8.72 | $3.55 |
| District 4 | $11.37 | $2.78 |
| District 5 | $10.55 | $2.77 |
| District 6 | $9.37 | $3.01 |
| District 7 | $11.68 | $3.04 |
| District 8 | $9.20 | $3.47 |
| District 9 | $9.16 | $3.90 |
| District 10 | $9.33 | $2.33 |





## JAILER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $10.45 | $3.99 |
| District 2 | $8.27 | $2.94 |
| District 3 | $10.45 | $4.03 |
| District 4 | $9.45 | $2.46 |
| District 5 | $11.96 | $4.91 |
| District 6 | $10.45 | $4.77 |
| District 7 | $10.78 | $4.03 |
| District 8 | $10.45 | $4.01 |
| District 9 | $10.69 | $3.60 |
| District 10 | $10.69 | $4.00 |

## SECURITY GUARD

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $8.28 | $1.75 |
| District 2 | $8.28 | $1.75 |
| District 3 | $8.28 | $1.75 |
| District 4 | $8.63 | $1.75 |
| District 5 | $8.63 | $1.75 |
| District 6 | $8.28 | $1.75 |
| District 7 | $8.28 | $1.75 |
| District 8 | $7.91 | $1.28 |
| District 9 | $8.28 | $1.75 |
| District 10 | $8.28 | $1.75 |

## PARKING ENFORCEMENT OFFICER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $10.55 | $2.71 |
| District 2 | $10.56 | $2.81 |
| District 3 | $10.56 | $2.81 |
| District 4 | $10.56 | $2.76 |
| District 5 | $11.21 | $2.62 |
| District 6 | $10.56 | $2.62 |
| District 7 | $10.56 | $2.81 |
| District 8 | $10.56 | $2.81 |
| District 9 | $10.56 | $2.81 |
| District 10 | $10.56 | $2.81 |

## FIRE PROTECTION

## FIREFIGHTER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $16.12 | $5.50 |
| District 2 | $15.68 | $3.86 |
| District 3 | $14.81 | $4.42 |
| District 4 | $15.29 | $5.50 |
| District 5 | $11.92 | $4.11 |
| District 6 | $15.16 | $4.57 |
| District 7 | $14.81 | $5.04 |
| District 8 | $12.06 | $4.57 |
| District 9 | $14.81 | $5.04 |
| District 10 | $14.81 | $4.53 |





## FIRE MARSHALL

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $22.25 | $6.06 |
| District 2 | $22.25 | $6.06 |
| District 3 | $22.25 | $6.06 |
| District 4 | $22.25 | $6.06 |
| District 5 | $21.14 | $5.50 |
| District 6 | $22.25 | $6.06 |
| District 7 | $22.25 | $6.06 |
| District 8 | $22.25 | $6.06 |
| District 9 | $22.25 | $6.06 |
| District 10 | $22.25 | $6.06 |

## PUBLIC OR SCHOOL TRANSPORTATION DRIVING

## BUS DRIVER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $12.23 | $2.86 |
| District 2 | $11.44 | $2.97 |
| District 3 | $12.85 | $2.00 |
| District 4 | $9.38 | $2.43 |
| District 5 | $6.82 | $2.55 |
| District 6 | $11.37 | $4.52 |
| District 7 | $7.85 | $2.04 |
| District 8 | $10.18 | $1.88 |
| District 9 | $11.25 | $2.34 |
| District 10 | $11.51 | $5.54 |

## VAN DRIVER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $8.88 | $0.99 |
| District 2 | $8.80 | $0.99 |
| District 3 | $7.00 | $0.96 |
| District 4 | $8.58 | $1.32 |
| District 5 | $8.59 | $1.18 |
| District 6 | $8.78 | $1.17 |
| District 7 | $6.58 | $1.17 |
| District 8 | $6.00 | $1.57 |
| District 9 | $6.69 | $1.54 |
| District 10 | $8.40 | $1.17 |

## NURSING, MEDICAL AND LABORATORY TECHNICIAN SERVICES

## EMERGENCY MEDICAL TECHNICIAN

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $13.60 | $2.28 |
| District 2 | $13.60 | $2.24 |
| District 3 | $13.60 | $1.39 |
| District 4 | $12.23 | $2.95 |
| District 5 | $16.30 | $1.39 |
| District 6 | $13.60 | $1.39 |
| District 7 | $13.60 | $2.80 |
| District 8 | $13.60 | $2.24 |
| District 9 | $12.23 | $2.95 |
| District 10 | $13.60 | $2.24 |





## LICENSED PRACTICAL NURSE

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $11.86 | $2.49 |
| District 2 | $14.06 | $3.14 |
| District 3 | $11.07 | $2.50 |
| District 4 | $10.49 | $2.73 |
| District 5 | $12.05 | $3.13 |
| District 6 | $11.74 | $2.10 |
| District 7 | $13.13 | $3.14 |
| District 8 | $8.50 | $2.21 |
| District 9 | $14.46 | $2.18 |
| District 10 | $13.38 | $3.28 |

## MEDICAL LABORATORY TECHNICIAN

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $16.26 | $3.70 |
| District 2 | $15.04 | $3.41 |
| District 3 | $12.00 | $3.38 |
| District 4 | $17.54 | $4.60 |
| District 5 | $16.25 | $4.12 |
| District 6 | $13.92 | $3.42 |
| District 7 | $16.61 | $4.72 |
| District 8 | $17.71 | $4.72 |
| District 9 | $17.88 | $4.76 |
| District 10 | $17.02 | $5.06 |

## NURSE ANESTHETIST

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $41.92 | $8.18 |
| District 2 | $41.92 | $8.18 |
| District 3 | $41.92 | $8.18 |
| District 4 | $41.92 | $8.18 |
| District 5 | $41.92 | $8.18 |
| District 6 | $41.92 | $8.18 |
| District 7 | $41.92 | $8.18 |
| District 8 | $41.92 | $8.18 |
| District 9 | $41.92 | $8.18 |
| District 10 | $41.92 | $8.18 |

## NURSE ASSISTANT

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $8.42 | $1.75 |
| District 2 | $9.32 | $2.49 |
| District 3 | $7.18 | $2.00 |
| District 4 | $6.50 | $1.69 |
| District 5 | $8.07 | $3.67 |
| District 6 | $8.83 | $1.12 |
| District 7 | $8.66 | $2.13 |
| District 8 | $8.60 | $1.46 |
| District 9 | $8.55 | $1.67 |
| District 10 | $8.89 | $2.46 |





## NURSE PRACTITIONER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $28.55 | $5.29 |
| District 2 | $28.18 | $5.28 |
| District 3 | $28.14 | $4.88 |
| District 4 | $30.00 | $7.50 |
| District 5 | $28.16 | $4.50 |
| District 6 | $27.81 | $4.15 |
| District 7 | $28.59 | $6.15 |
| District 8 | $29.78 | $2.62 |
| District 9 | $28.47 | $5.70 |
| District 10 | $31.69 | $5.43 |

## NURSE, COMMUNITY HEALTH

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $16.19 | $4.72 |
| District 2 | $16.19 | $4.37 |
| District 3 | $17.04 | $6.02 |
| District 4 | $17.71 | $3.45 |
| District 5 | $15.66 | $4.07 |
| District 6 | $16.19 | $5.65 |
| District 7 | $15.83 | $3.47 |
| District 8 | $16.93 | $4.40 |
| District 9 | $14.42 | $3.26 |
| District 10 | $15.50 | $4.03 |

## NURSE, GENRAL DUTY

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $17.88 | $4.00 |
| District 2 | $22.40 | $4.62 |
| District 3 | $18.22 | $4.50 |
| District 4 | $20.89 | $5.13 |
| District 5 | $15.66 | $4.07 |
| District 6 | $17.67 | $2.64 |
| District 7 | $20.11 | $5.20 |
| District 8 | $19.00 | $4.40 |
| District 9 | $18.82 | $7.23 |
| District 10 | $18.02 | $5.48 |

## NURSE, OFFICE

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $17.93 | $3.73 |
| District 2 | $17.03 | $3.05 |
| District 3 | $14.18 | $2.21 |
| District 4 | $14.69 | $2.85 |
| District 5 | $15.66 | $3.96 |
| District 6 | $15.65 | $2.16 |
| District 7 | $14.02 | $2.49 |
| District 8 | $16.93 | $4.40 |
| District 9 | $15.55 | $3.98 |
| District 10 | $16.07 | $4.03 |





## ORDERLY

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $7.75 | $1.42 |
| District 2 | $7.14 | $1.42 |
| District 3 | $5.50 | $1.42 |
| District 4 | $7.45 | $1.74 |
| District 5 | $7.45 | $1.42 |
| District 6 | $5.50 | $1.42 |
| District 7 | $7.45 | $1.74 |
| District 8 | $7.45 | $1.74 |
| District 9 | $8.71 | $1.74 |
| District 10 | $7.45 | $1.74 |

## MAIL HANDLING

## MAIL CARRIER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $10.51 | $3.29 |
| District 2 | $10.51 | $3.29 |
| District 3 | $10.51 | $3.29 |
| District 4 | $16.62 | $3.29 |
| District 5 | $10.51 | $3.29 |
| District 6 | $10.51 | $3.29 |
| District 7 | $10.51 | $3.29 |
| District 8 | $10.51 | $3.29 |
| District 9 | $7.11 | $3.29 |
| District 10 | $10.51 | $3.29 |

## MAIL HANDLER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $9.37 | $0.83 |
| District 2 | $9.37 | $1.32 |
| District 3 | $9.37 | $0.83 |
| District 4 | $9.37 | $1.32 |
| District 5 | $9.37 | $1.32 |
| District 6 | $9.37 | $1.32 |
| District 7 | $9.37 | $1.32 |
| District 8 | $9.37 | $1.32 |
| District 9 | $9.37 | $1.32 |
| District 10 | $9.37 | $1.32 |

## FOOD SERVICE

## FOOD SERVICE WORKER

| | Prevailing Wage Rate | Benefit Rate |
|---|---|---|
| District 1 | $7.78 | $2.01 |
| District 2 | $7.75 | $2.02 |
| District 3 | $7.89 | $2.11 |
| District 4 | $5.85 | $1.52 |
| District 5 | $7.27 | $2.12 |
| District 6 | $7.23 | $1.54 |
| District 7 | $8.35 | $1.70 |
| District 8 | $7.99 | $2.17 |
| District 9 | $6.75 | $1.68 |
| District 10 | $8.10 | $2.51 |

# CONTRACT AMENDMENT
# CONTRACT # 06-045-ACCD

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Community, Counseling, and Correctional Services, Inc.** (CONTRACTOR) 81 West Park Street, Butte MT 59701 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of December 12, 2005 and Section 44 provides that the parties may modify their agreement in writing.

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

## 2. GENERAL REQUIREMENTS

CONTRACTOR shall provide appropriate services and management for the operation of an ~~eighty (80)~~ eighty eight (88) bed, short-term, secure care Sanction, Treatment, and Revocation Facility (hereinafter "Facility") for offenders under the jurisdiction of Department.

The Facility will house offenders placed in the Facility by an Adult Community Corrections Division Hearings Officer. Offenders served will include:

(a) Probation, parole, conditional release or prerelease status offenders who are sanctioned to the Facility for rule violations (i.e., disciplinary, on-site or intervention hearing).

(b) Parole, conditional release or prerelease status offenders who are awaiting transfer to the Montana State Prison (MSP) or are being considered for an additional community placement following a disciplinary or on-site hearing.

## 5. BILLING, PAYMENT, AND COMPENSATION

A. No changes.

B. No changes.

C. PER DIEM

1. In consideration for all services provided, Department will pay Contractor an Operations and Management per diem rate of ~~**$66.70 (sixty-six and 70/100 dollars)**~~ **$68.03 (sixty-eight and 03/100 dollars) per offender, per day during Fiscal Year 2008 and $69.39 (sixty-nine and 39/100 dollars) per offender, per day during Fiscal Year 2009**. Department shall pay Contractor the per diem charge for each day or part of a day, including the first day but not the last day, in which an offender is housed at the Facility.

2. The per diem rate constitutes the sole and exclusive payment by Department for the provision of all services required herein, except as otherwise specifically provided in this Contract.

3. *During the first ninety (90) days of this Contract, Department will guarantee payment of eighty (80) offenders per day, regardless of the actual number of offenders in the Facility. Following this 90-day guarantee period, Contractor will assume the risk of population fluctuations.*

4. Effective July 1, 2007, Department will pay Contractor for services provided by the Director of Clinical Services, as defined in Section 20 of this Contract. Payment will be made quarterly, in advance, at the agreed upon rate of $51,000.00 during Fiscal Year 2008 and shall not exceed $51,000.00 during Fiscal Year 2009.

**20. HEALTH CARE SERVICES**

**D. Director of Clinical Services**

Contractor shall employ [at the facility] a Director of Clinical Services that will be responsible for the coordination of treatment services including, but not limited to, chemical dependency groups and chemical dependency assessments.

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

**SIGNATURES**

**DEPARTMENT**

Mike Renitz for
Pam Bunke, Administrator
Adult Community Corrections Division

1-3-08
Date

**CONTRACTOR**

Mike Thatcher, Chief Executive Officer
Community, Counseling, and Correctional Services, Inc.

12/19/07
Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

12/21/07
Date