CONTRACT TO PROVIDE OPERATION AND MANAGEMENT SERVICES

MINIMUM, MEDIUM, and CLOSE CUSTODY PRISON FOR ADULT MALE OFFENDERS

BY AND BETWEEN

MONTANA DEPARTMENT OF CORRECTIONS
1539 11th Avenue, Helena, Montana, 59620-1301

and

MISSOULA COUNTY

The Department of Corrections and Missoula County, as parties to this contract, and in consideration of the mutual promises contained herein, agree as follows:

SECTION 1 - DEFINITIONS

"ACA" means American Correctional Association.

"ACA Standards" means Standards for Adult Correctional Institutions published by the American Correctional Association, in effect as of September 1999, and as the same may be modified, amended, or as supplemented in the future. In the event that ACA promulgates standards after September 1999 that are not consistent with the facility operations as set forth in this contract, the Department and Missoula County will review the standards on a case-by-case basis to determine acceptable modifications or exceptions to the language in order to meet local and state needs.

"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 inmates whose movement within the Facility is very restricted. This level typically includes inmates 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 inmates awaiting transfer to the appropriate housing unit (excluding On Leave to Custody (OLTC) and ten day furlough returns), "Temporary Lock-up" for inmates facing disciplinary and reclassification hearings for serious rule infractions, and inmates 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 inmates within the Facility does not require restraints. Movement of Close Custody inmates outside the Facility does require wrist, belt, and leg restraints. Transport of Close Custody inmates outside the facility requires a minimum of two (2) staff persons.

"Conflict of Standards" means that a conflict exists between ACA Standards, NCCHC Standards, federal, state or local law or regulation, 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.

"COUNTY" means Missoula COUNTY.

"Department" means Montana Department of Corrections.

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

"Facility" means the fully equipped and furnished regional prison, operated by the COUNTY, for the incarceration of inmates assigned by MDOC. 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 $500.00 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) COUNTY bankruptcy, reorganization, or liquidation; or
3) Failure of the COUNTY to comply with the Regional Correctional Facility Act, ACA or NCCHC Standards, Department rules.

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

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

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

"Inmate" means an adult offender committed to the legal custody of the Department but, in the physical custody and/or care of the COUNTY.

"Inmate Day" means each day, or part of a day, including the first but not the last day in which an inmate is housed at the facility.

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

"Medium Custody" means the custody level of inmates whose movement within the Facility is restricted. Work assignments are authorized within the secured area of the Facility with indirect supervision. Movement of Medium Custody inmates within the Facility does not require restraints. Movement of Medium Custody inmates outside the Facility does require wrist, belt, and leg restraints. Transport of Medium Custody inmates outside the facility requires a minimum of one (1) staff person.

"Minimum Custody" means the custody level of inmates whose movement within the Facility is unrestricted. Moderate supervision may be implemented when minimum custody inmates are secured within their assigned housing unit or work site. Work assignments are authorized inside and outside the secured area of the Facility. Movement of Minimum Custody inmates does not require restraints. Transport of Minimum Custody inmates outside the facility requires a minimum of one (1) staff person.

"MSP" means Montana State Prison – Deer Lodge.

"NCCHC" means National Commission on Correctional Health Care Standards for Adult Correctional Institutions published by the National Commission on Correctional Health Care, in effect as of September 1999, and as the same may be modified, amended, or as supplemented in the future. In the event that NCCHC promulgates standards after September 1999 that are not consistent with the facility operations as set forth in this contract, the Department and Missoula County will review the standards on a case-by-case basis to determine acceptable modifications or exceptions to the language in order to meet local and state needs

"Per Diem" means the cost per inmate per day the Department and the COUNTY mutually agree upon.

"P.O.S.T." means Montana Peace Officer Standards Training.

"Priority 1 Incidents", as identified in DOC Policy 1.1.13 – Duty Officer System, includes but is not limited to: death of an inmate, 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.

"Special Needs Inmate" means an inmate in need of specialized programming, supervision, or housing arrangements (i.e., Sex Offender, Geriatric, Administrative Segregation). Reference DOC Policy 4.2.2 - Special Needs Offenders.

"State" means State of Montana.

SECTION 2 - GENERAL REQUIREMENTS

A. This Contract is for the benefit of the public, the County, and the Department and is premised on the following goals:

1. To provide the public with correctional services that are cost efficient and effective with respect to the purposes and goals of incarceration;

2. To provide inmates with proper care, treatment, rehabilitation, and reformation; and

3. To provide both the public and inmates with correctional services that meet the requirements of the ACA, NCCHC, and the Department including minimum facility standards promulgated by the Department.

B. The COUNTY shall provide all services and management for the operation of a 144 bed, minimum to close security prison for adult male inmates.

C. The Facility will house minimum, medium, and close custody adult male inmates as authorized by the Regional Correctional Facility Act (53-30-501 through 53-30-511, MCA. In the event the law permits housing inmates, other than those assigned by the Department, the Department retains first option to house its inmates in the Facility.

In addition, the facility may house adult male offenders identified as "special needs" inmates. These inmates may include, but are not limited to: sex offenders; administrative segregation; or other special needs offenders mutually agreed upon by the State and the COUNTY.

SECTION 3 – CONTRACT TERM

A. This Contract will be in effect beginning the date on which the last signature is obtained and terminating on June 30, 2029. The Contract may be amended from time to time, by mutual agreement of both parties. In no event can this Contract extend beyond June 30, 2029. The parties may negotiate a new contract to take effect after expiration or termination of this Contract.

B. The COUNTY shall provide written notice to the Department not less than 180 days prior to expiration of the Contract of the COUNTY'S intent to renew or not renew this Contract. The Department shall presume that the COUNTY'S failure to provide such notice is evidence of the COUNTY'S intent to renew.

C. Department shall provide written notice to the COUNTY not less than 180 days prior to expiration of the Contract of Department's intent to not renew this Contract. The COUNTY shall presume that the Department's failure to provide such notice is evidence of Department's intent to renew.

SECTION 4 – CONTRACT TERMINATION

The Contract will be subject to the following termination provisions prior to its expiration date. The Contract may be terminated by the Department due to, the :

A. TERMINATION FOR DEFAULT OR NONCOMPLIANCE

If the Department determines that COUNTY breached any terms and conditions of the Contract, Department shall provide written notice of the breach to the COUNTY. Upon receipt of such notice, COUNTY shall have 60 days to cure the default or be declared in default by Department. In the event the Department declares the COUNTY in default, the Department shall provide written notification of the 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 the Department's intent to terminate. Department and COUNTY may agree in writing to extend the time period for COUNTY to cure any alleged breach.

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

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

1. failure to comply with any federal, state or local law;

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

3. failure to perform the Contract according to its terms, conditions and specifications.

The COUNTY 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 COUNTY'S default.

B. TERMINATION FOR COUNTY INSOLVENCY

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

1. The COUNTY 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. The COUNTY files a voluntary petition in bankruptcy;

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

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

5. The COUNTY 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 COUNTY as bankrupt or insolvent or approving a petition seeking reorganization of COUNTY 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, the Department shall provide the COUNTY 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. The 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 the Department to make all payments required under this Contract. The 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 the Department, or as a result of the Department's non-compliance with the provisions of this Contract, then the COUNTY will retain full ownership of the entire Facility.

In the event that this Contract is terminated by the COUNTY, or as a result of the COUNTY'S non-compliance with the provisions of this Contract, then the COUNTY shall pay back the 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 the COUNTY'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 the COUNTY 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, the COUNTY 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 the COUNTY'S right and interest under the orders so terminated, in which case the 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 the 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.

The COUNTY 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.

SECTION 5 - BILLING, PAYMENT, AND COMPENSATION

A. BILLING

All payments made under this Contract shall be made only upon submission by the COUNTY of a Department of Corrections "Vendor Invoice" specifying the amounts due and certifying that services requested under the Contract have been performed in accordance with the Contract. The invoices shall be submitted each month for the fixed rate per inmate day of the preceding month and shall contain the names and inmate number (Adult Offender # (AO#)) of all inmates in the custody of the COUNTY and their date of incarceration at the Facility and date of release, if applicable.

B. PAYMENT

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

C. PER DIEM

1. The Department shall pay the COUNTY the per diem charge for each day or part of a day, including the first day but not the last day, in which an inmate is housed at the Facility.

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

3. The Department will guarantee payment for a minimum of seventy-two (72) inmates per day, per month, regardless of the actual number of inmates in the facility.

4. In consideration for all services provided, the Department will pay the COUNTY an Operations and Management per diem rate as follows:

   a) For the contract year ending June 30, 2000, the standard rate of per diem for General Population Inmates will be $46.27 per inmate, per day.

   b) For the contract year beginning July 1, 2000, the standard rate of per diem for General Population Inmates will be $47.12 per inmate per day.

SECTION 6 - HOLD HARMLESS AND INDEMNIFICATION

A. The COUNTY agrees that it is financially responsible (liable) for any audit exceptions or other financial loss to the DEPARTMENT which occurs due to the COUNTY'S negligence, intentional acts, or failure for any reason, to comply with the terms of this contract. The DEPARTMENT agrees that it is financially responsible (liable) for any audit exceptions or other financial loss to the COUNTY which occurs due to the DEPARTMENT'S negligence, intentional acts, or failure for any reason, to comply with the terms of this contract.

B. The COUNTY agrees to protect, defend, and save the DEPARTMENT, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the COUNTY'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 COUNTY and/or its agents, employees, subcontractors, or representatives under this contract. The DEPARTMENT agrees to protect, defend, and save the COUNTY, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the DEPARTMENT'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 DEPARTMENT and/or its agents, employees, subcontractors, or representatives under this contract

C. Except as expressly provided otherwise in this Section, each party must, at its own expense, be responsible for defending itself and its officers, employees, and agents in any action brought by any STATE inmate in the physical custody of the COUNTY. However, the STATE must also defend COUNTY, COUNTY'S subcontractors, representatives and employees in any such action to the extent such action challenges the validity of the conviction or the sentence to the Montana Department of Corrections or the transfer of the inmates to the Facility. Except as provided herein, the COUNTY'S costs of legal services for protecting its interest in actions the STATE has agreed herein to defend, must be deemed usual costs incidental to the operation of the COUNTY'S Facility for the State's inmate day-rate.

SECTION 7 - RESPONSIBILITY FOR HABEAS CORPUS AND LITIGATION PROCEDURES

A. The Department shall defend the COUNTY, the COUNTY'S subcontractors, representatives, and employees in any habeas corpus or post-conviction relief action to the extent such action challenges the validity of the inmate's conviction, sentence to the Department, or transfer decision resulting in the inmate's placement at the facility. Except as provided herein, the COUNTY'S costs of legal services for protecting its interest in actions the Department has agreed to defend shall be usual costs incidental to the operation of the Facility. In no instance shall the Department defend the COUNTY from actions filed by COUNTY inmates.

B. The COUNTY shall notify the Department of any litigation filed by State inmates and served upon the COUNTY by complete FAX copy within twenty-four (24) hours of service upon or receipt by the COUNTY, and the COUNTY shall also mail copies of such documentation to the Department within such twenty-four (24) hour period. All such documents will be faxed and mailed to the Departments' chief legal counsel in Helena, Montana.

C. The Department shall notify the COUNTY of any litigation filed by State inmates and served upon the Department by complete FAX copy within twenty-four (24) hours of service upon or receipt by the Department, and Department shall also mail copies of such documentation to the COUNTY within such twenty-four (24) hour period. All such documents will be faxed and mailed to the County Attorney in Missoula, Montana.

SECTION 8 - INSURANCE

A. The COUNTY must provide and 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 work performed by the COUNTY, its agents, representatives, officers, assigns, and servants.

B. The COUNTY must procure and maintain Comprehensive General Liability Insurance (CGL) coverage from an insurer licensed to do business in Montana or a domiciliary state and with a Best's rating of no less than A-, or a political sub-division self insured plan as defined under 2-9-211, MCA, and provide the following coverage at a minimum:

1) Coverage for the term of the Contract. The COUNTY must provide thirty (30) days written notice to the DEPARTMENT of any material change in coverage.

2) Occurrence coverage of one million dollars ($1,000,000) combined single limit (personal injury property damage) and an aggregate single limit of two million dollars ($2,000,000) per year. The occurrence limit must apply separately to each project/location/individual and the general aggregate limit must be twice the required occurrence limit.

3) The State of Montana must be named as an "additional insured" for liability arising out of activities performed by or on behalf of the COUNTY, including the state's general supervision of the COUNTY, products and completed operations of the COUNTY, premises owned, occupied, or used by the COUNTY.

4) The COUNTY'S insurance coverage must be primary as respects the state, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the state, its officers, officials, and employees must be excess of the COUNTY'S insurance and must not contribute with it.

5) Certificates of insurance must be received by the DEPARTMENT, before the work commences. The DEPARTMENT reserves the right to require complete certified copies of all required insurance policies or endorsements at any time.

C. The COUNTY must procure and maintain Comprehensive Automobile Liability Insurance coverage from an insurer licensed to do business in Montana or a domiciliary state and with a Best's rating of no less than A-, or a political sub-division self insured plan as defined under 2-9-211, MCA, and provide the following coverage at a minimum:

1) Coverage for the term of the contract. The COUNTY must provide thirty (30) days written notice to the DEPARTMENT of any material change in coverage.

2) Occurrence coverage of one million dollars ($1,000,000) combined single limit (personal injury and property damage) and an aggregate single limit of two million dollars ($2,000,000) per year. The occurrence limit must apply separately to each project/location and the general aggregate limit must be twice the required occurrence limit.

3) The State of Montana must be named as an "additional insured" for liability arising out of vehicles loaned, leased, or used by the COUNTY.

4) The COUNTY'S insurance coverage must be primary as respects the state, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the state, its officers, officials, and employees must be excess of the COUNTY'S insurance and must not contribute with it.

5) A certificate of insurance must be received by the DEPARTMENT before the work commences. The DEPARTMENT reserves the right to require complete, certified copies of all required insurance policies and endorsements at any time.

D. The COUNTY must maintain workers' compensation insurance as required by the labor code of the State of Montana. The COUNTY will at all times comply with applicable workers' compensation, occupation disease, and occupation health and safety laws, statutes, and regulation to the full extent applicable. The COUNTY agrees to provide to the DEPARTMENT proof of workers' compensation insurance.

E. Neither the COUNTY nor its employees, agents, subcontractors or representatives must be defended or indemnified by the State of Montana without the express written consent of the State of Montana.

SECTION 9 – EMERGENCY OPERATIONS AND MANAGEMENT

The Department shall have the right to enter and assume control of the State side of the Facility if the COUNTY fails to correct substantial contractual violations documented by the Contract Monitor, or upon the occurrence of other serious circumstances (*e.g.*, strike, acts of God) involving the COUNTY'S ability to operate the Facility which the State believes may affect the life, health, or safety of inmates, Facility employees, or the public, or that may otherwise substantially impact the security of the Facility. If the Department takes control of the Facility, the Department shall suspend all contractual payments to the COUNTY and undertake all applicable costs for the State side for the period the 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 the COUNTY 48-hours verbal notice with written notice to follow.

SECTION 10 - PREVAILING WAGE

A. The COUNTY shall give a preference to the employment of bona fide Montana residents and must apply the prevailing rate of wages, including fringe benefits for health and welfare and pension contributions in effect and applicable to the COUNTY or locality in which the work is being performed, as required by State law (Sections 17-6-325, 18-2-401, et. seq., MCA)

B. The COUNTY shall post a legible statement of all wages to be paid to employees of the Facility in a prominent and accessible site on the project or work area, not later than the first day of work, as required by State law (Section 18-2-406, MCA).

C. The COUNTY agrees to pay the applicable standard prevailing rate of wages as determined by the Commissioner of Labor and Industry, State of Montana for work performed by COUNTY'S employees or the employees of COUNTY'S subcontractors, as required bv State law. Appendix #2 contains the current Montana standard prevailing rate of wages, including fringe benefits, and is incorporated herein by reference.

SECTION 11 - FACILITY ADMINISTRATION

The COUNTY shall confine and supervise inmates that the Department has determined are suitable for transfer to the Facility. The COUNTY shall furnish subsistence and all constitutionally mandated health services; provide for the inmates physical needs; provide programs, training and treatment which are consistent with individual needs; retain the inmates in safe, supervised custody; maintain proper discipline and control; make certain that sentences and orders of the committing court are faithfully executed; provide access to legal assistance for inmates of the Facility; and comply with all applicable federal and state constitutional requirements, laws, rules, regulations, ordinances and court orders.

A. Subject to the terms of this Contract, it shall be the COUNTY'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 which, from time to time, the Department may request to be incorporated into the COUNTY'S operation.

B. The COUNTY shall have a policy and procedure manual approved by the Department, which specifically describes its programs and services. The COUNTY'S policies will generally be similar to Montana State Prison and Department policies to encourage consistent inmate management and treatment. The COUNTY may utilize its own procedures for policy implementation. The policy manual shall be reviewed annually by the COUNTY and the Department and updated when necessary. All revisions to the manual must be submitted to the Contract Monitor for review and approval. The manual must be accessible to all employees and all revisions must be circulated to all employees prior to implementation.

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

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

E. The Department Contract Monitor(s), 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 the COUNTY'S routine security inspection. The COUNTY shall be given reasonable advance notice to accommodate organized tours of the Facility.

F. The on-site Contract Monitor and IPPO shall be provided a single office space – including two phones and two dedicated telephone lines - for the exclusive use of the Department. The Department shall be responsible for all costs associated with the phone service, such as: monthly access and local and long distance charges. After assignment of such office space, the COUNTY shall not relocate Department staff without consulting the Department.

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

SECTION 12 - GENERAL ADMINISTRATION

A. The COUNTY shall work with the Department to develop and implement a Forced Labor and Earned Incentive Program consistent with, to the extent possible and within the confines of a regional prison, that operating at MSP. Reference MSP Policy 5.1.102 – Forced Labor and DOC Policy 4.7.12 – Adult Offender Participation in a Community Work Program.

B. The COUNTY must have written policies that are implemented to ensure that no inmate or group of inmates is in a position of control or authority over other inmates.

C. The COUNTY must develop and implement written policies and procedures, consistent with, to the extent possible and within the confines of a regional prison, MSP Policy 4.1.3 - Personal Property, specifying the personal property that inmates may retain in their possession.

D. The COUNTY must adopt MSP 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 inmates must be conspicuously posted in the Facility housing units.

F. The COUNTY must develop and implement a plan for the dissemination of information about the Facility to the public, governmental agencies, and the media. The plan must be made available to all persons upon request.

G. The COUNTY must develop and implement a written policy and procedure consistent with DOC Policy 3.3.4 - Media Access to Offenders.

H. The COUNTY must develop and implement policies on incident reporting and self-monitoring of Facility standards.

I. The COUNTY shall establish an Inmate Welfare Fund whose operation substantially conforms to the Montana State Prison Inmate Welfare Fund. Reference MSP Policy 1.2.12 – Inmate/Welfare Accounts/Miscellaneous Revenues.

J. The COUNTY will be responsible for replacing all equipment, perishables and supplies during the term of the Operations and Management Contract.

K. The COUNTY will be required to provide complete inmate laundry services. Inmates 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 inmate at least weekly, or sooner, if excessively soiled.

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

M. The COUNTY shall work with the Department to develop and implement an Inmate Co-pay program consistent with MDOC guidelines.

SECTION 13 - FISCAL MANAGEMENT

The COUNTY shall provide the Department with a detailed copy of the approved, annual facility budget, as well as quarterly budget status reports. Copies of financial COUNTY Audits will also be forwarded to the Department, when received by the Facility.

SECTION 14 - PROGRAM AUDITS

The COUNTY must provide access to the Facility, records, financial records, staff and inmates, to enable the 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.

SECTION 15 - RECORDS AND INFORMATION SYSTEMS

The COUNTY shall maintain offender records and provide reports that conform to those of the Department in both format and content. Reference DOC Policy 1.5.4 – Transfer of Records. The COUNTY is required to utilize the Departments' online offender management system and incorporate it into its operation, as well as, interface with the current information systems developed for and in use by the Department to report and track inmate record information - including inmate population census reporting. The COUNTY must maintain current and accurate inmate records.

A. The COUNTY shall provide a Local Area Network with Internet Protocol (IP) capabilities for access to, and use of, the Department's adult offender information system (AOIS) and the State's electronic mail system. AOIS is hosted by the Department's IBM AS/400 mid-range computer and is supported by the Department's Automation and Program Services Bureau. The Department is responsible for the actual cost of maintenance and support of the AOIS system. Software used by the COUNTY to transport information into AOIS, or to communicate with the Department, must be compatible with the software utilized by the Department. The Department will alert the COUNTY concerning any projected change in the Department's software standards, including effective dates for implementation.

B. The State will provide the COUNTY with connection to a T1 service line in order to allow the COUNTY necessary access to the Departments' programs. However, the COUNTY shall pay the monthly maintenance costs ($370.00/month as of July 1, 1999) associated with the T1 connection. The COUNTY will be billed for the T1 service by the Department of Administration, Information Services Division – who is also responsible for maintenance of the T1 connection. Monthly fees associated with the T1 connection provide the COUNTY with connection software (Attachmate) and/or E-Mail software (MS Outlook) and support of said software by DOA/ISD personnel.

C. The Department will provide necessary and reasonable training and technical assistance associated with input of data, by COUNTY personnel, into AOIS. The COUNTY'S personnel responsible for data collection and input into AOIS will be required to attend on-site and/or periodic off-site training sessions provided by the Department. All training and assistance related to this input will be provided by the Department at no charge to the COUNTY. Only those Facility employees given security clearance by the Department may input and/or view data. All input data will be audited by the Department. The COUNTY will be responsible for assuring the accuracy of data input into AOIS, and will be responsible for costs attributed to ensuring and/or correcting incorrect or inaccurate data.

Data collection and input into AOIS must include, but is not limited to:

1. Inmate movements (internal/external);
2. Custody classification;
3. Disciplinary infraction and sanctions;
4. Demographic information;
5. Scars and marks;
6. Aliases;
7. Address data for offender and family;
8. Risk and needs;
9. Military data;
10. Association information;
11. Legal data;
12. Electronic images;
13. Fingerprints;
14. Sentencing; and
15. Treatment and education.

D. The COUNTY will not allow inmates any access to AOIS or to reports generated from AOIS.

E. The COUNTY will prohibit inmate access to the Internet in accordance with DOC Policies 1.6.13 - Offender Access to Computers and 1.6.25 – Computer Network Security.

F. The COUNTY will ensure all records and reports will be made available to any authorized person appointed by the Department or any other state agency having specific authority to inspect such records and reports.

G. The COUNTY must provide the Montana Board of Pardons and Parole with required reports concerning the conduct and character of any inmate in the COUNTY'S custody. The COUNTY must also provide additional information of fact deemed appropriate by the Montana Board of Pardons and Parole pertinent to any inmate. In the event the Board asks for extraordinary information, the Department will assist the COUNTY in compiling the information.

SECTION 16 - PERSONNEL

A. The COUNTY shall at all times provide sufficiently trained staff to provide for and maintain the security, control, custody and supervision of inmates at the Facility in compliance with applicable court orders and this Contract. The COUNTY 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 the Department with a complete staffing pattern of all positions of the Facility. The Facility shall staff all positions with qualified employees. The Department and the Contractor agree that the following positions, or their functional equivalents, are considered "key/critical": Sheriff; facility manager/administrator; master control officer; unit manager; RN; LPN; and contracted program staff which includes: food service manager/contractor; program/case manager; classification officer; psychologist; health services coordinator; sex offender treatment counselor; legal services provider; physician; dentist; psychiatrist; optometrist; and academic instructors. (Ref. Appendix 1 - Staffing pattern).

C. The Department understands that vacancies will occur at the facility from time to time and may provide assistance to the Facility, to the extent practicable. For purposes of this agreement, a vacancy in a position is defined to occur when the employee assigned to that position has resigned, been terminated, or is reassigned to another position and no other qualified employee/person is available to perform the duties of the vacated position.

Since vacant positions can have an adverse effect on the Facility's ability to provide adequate services to the Department, the COUNTY shall notify the Departments on-site Contract Monitor, 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 the 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, the Department reserves the right to withhold the transfer of additional State inmates to the facility or, at the Department's discretion, remove State inmates from the facility until such time as the Department believes the Facility has the appropriate staff necessary to provide services in accordance with the contract terms and conditions.

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

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. The COUNTY must not hire any person with a prior felony conviction without the Department's approval.

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

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

G. The COUNTY must use its best efforts to reach early and peaceful settlement to any labor dispute including but not limited to picketing, lockouts, and strikes. The COUNTY must have plans in place in accordance with DOC Policy 3.2.1 - Emergency Preparedness, to address staffing during a strike. The COUNTY must notify the Department at least sixty (60) calendar days prior to the termination of any labor agreement with its Facility employees and must notify the 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, the 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, the COUNTY must cooperate fully with the Department to ensure safe operations and must reimburse the Department for any costs it may incur during or related to the strike or dispute.

SECTION 17 - TRAINING

A. The COUNTY must provide, at its expense, employee training programs substantially similar to those used by the Department. The COUNTY must have a written detailed training curricula plan that differentiates between training provided to different classes of employees (e.g., security, clerical). At a minimum the COUNTY'S employees must receive the same number of hours of pre-employment and in-service training, delivered in a like fashion (e.g., classroom instruction, on-the-job training, correspondence courses) as required by DOC Policy 1.4.3 - Training Standards, Requirements, Methods and Records.

B. The COUNTY 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 the Department. Detailed documentation records of all training activities must be maintained by the COUNTY and made available to the Department.

SECTION 18 - SECURITY AND CONTROL

A. The COUNTY must have a written Fire & Life Safety plan in accordance with DOC Policy 3.2.3 – Fire and Life Safety. All employees and inmates must be informed of and trained to this policy. The COUNTY 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. The COUNTY must have a written Emergency Response (Emergency Preparedness) Plan including appropriate procedures. The Department will assist if necessary to ensure the Plan and procedures comply with the Department's Emergency Preparedness Policy. The COUNTY must have a written plan for dealing with inmate disturbances and hostage taking. The COUNTY must have a signed Mutual Aid Agreement in place with local fire and health agencies. The COUNTY'S policy on the pursuit of escapees must be consistent with DOC Policy 3.2.2 – Facility Escapes.

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

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

F. The COUNTY must have a written policy and procedure for UA testing consistent with the DOC Policy 3.1.20 - Standardized Offender Urinalysis Screening. Each month, the COUNTY must randomly test a minimum of 5% of the population and provide the Department with a report of the tests and results. All costs of testing are the responsibility of the COUNTY.

G. The COUNTY shall be responsible to prevent escapes from the facility. The COUNTY shall engage in immediate pursuit of an escapee and coordinate continuous off-site pursuit with local law enforcement agencies. The COUNTY shall immediately notify local law enforcement agencies, the DOC duty officer, and Contract monitor, upon discovery of an unauthorized absence or escapee. The COUNTY shall have in place, specific escape action plans that address initial notifications, deployment of escape posts and follow-up actions. The COUNTY 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. The COUNTY 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.

H. The COUNTY 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.

I. The COUNTY shall not permit any inmate to work outside the fenced perimeter of the Facility without the express written approval of the Department. Reference DOC Policy 4.7.12 – Offender Employment.

J. The COUNTY 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.

K. The COUNTY must have written policy and procedure addressing Correctional Officer Post Orders consistent with DOC Policy 3.1.2 - Facility Post Orders.

L. The COUNTY 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.

SECTION 19 - FOOD SERVICES

A. The COUNTY must provide three meals including two hot meals for each inmate 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, the COUNTY must:

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

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 one-week 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 hair nets 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.

B. The COUNTY'S breakfast, lunch, and dinner menus must provide a minimum of 63 grams of protein and a minimum of 2,900 calories for each inmate during each 24-hour period. These amounts must conform, at a minimum, to the recommended dietary allowances provided by the National Research Council Food and Nutrition Board. The food service area must comply with state and local health regulations.

C. 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.

D. The COUNTY must provide special medical and religious diets in accordance with DOC Policy 4.3.6 - Special Diets.

SECTION 20 - HEALTH CARE SERVICES

The COUNTY is responsible for providing health care services to inmates as an integral part of this contract. In accordance with the language of this section, the COUNTY agrees to develop and implement an on-site health services delivery system to provide a constitutionally mandated level of health care. The COUNTY further agrees that costs incurred in the provision of health services shall be routinely compared with costs incurred by other facilities within Montana's correctional system for parity and uniformity. All medical/dental services must comply with applicable DOC policy (Chapter 4 – Facility/Program Services, Section 5 – Health Care) and National Standards such as National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA). 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) The COUNTY 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) The COUNTY shall provide on-site RN or LPN nursing care sixteen (16) hours a day, seven (7) days per week. The COUNTY shall ensure that individuals providing nursing care are licensed to provide such care in the state of Montana. The COUNTY shall ensure the appropriate training of nursing personnel to provide adequate assessment and triage. At a minimum, the COUNTY shall provide an RN to supervise LPN's employed at the facility. The cost of nursing care will be the COUNTY'S responsibility as part of the per diem.

(3) Consistency of Care

(a) The COUNTY shall provide sufficient personnel and training of personnel to ensure continuity of care that meets or exceeds ACA and/or NCCHC standards as well as compliance with Montana and Federal laws governing the provision of health care to inmates. Additionally, the COUNTY shall comply with appropriate Department policies governing medical care. The cost of ensuring consistency of care will be the COUNTY'S responsibility as part of the per diem.

(4) Laboratory Services

(a) The COUNTY shall provide on-site specimen collection of lab tests. The COUNTY shall also contract with a local, licensed laboratory service provider to perform laboratory work, including all STAT work. The COUNTY may perform "waived" tests under the Clinical Laboratory Inspection Act on-site. Routine lab work will be the responsibility of MDOC, however, lab work costing over $100.00 (One Hundred Dollars) per test needs prior approval.

(5) Medications

(a) As part of the per diem, the COUNTY shall provide medications, both prescribed and over-the-counter and supply documentary materials as part of the per diem and personnel to administer and account for medications in keeping with the Department's drug formulary and with the Montana Nurse Practice Act and Board of Pharmacy regulations. The COUNTY 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.

(b) The COUNTY 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 inmates receiving medication, and identification of the staff member distributing such medication. The cost of all medications, both prescribed and over the counter, will be the COUNTY'S responsibility as part of the per diem.

(6) Health Education

(a) The COUNTY shall provide health education to all inmates on topics including, but not limited to, hygiene, nutrition, physical fitness, stress management, drug and alcohol addiction, and treatment and prevention of sexually transmitted diseases including HIV. The COUNTY shall provide health education on a rotating twelve (12) month curriculum schedule to comply with this section. At the Department's request, the curriculum shall be provided to the Department's Medical Director for review and approval. Reference DOC Policy 4.5.24 – Offender Health Promotion and Disease Prevention. The cost of health education is the COUNTY'S financial responsibility as part of per diem.

(7) OSHA Compliance

(a) The COUNTY 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 the COUNTY'S responsibility.

(8) Health Screening

(a) The COUNTY shall perform health screening upon arrival and a full health assessment at the facility within fourteen (14) days of arrival of each inmate, unless the inmate received a Department physical within the previous (6) months. The COUNTY agrees to continue treatment and medications received by each inmate without interruption. The COUNTY shall keep all individual health records current at all times, and shall provide a complete copy of the health record when the COUNTY returns an inmate to the Department.

(b) The Department shall provide a transfer summary of the medical record and will provide the COUNTY with additional information as clinically indicated and required. Whenever possible, these records will accompany the inmate to the facility.

(c) The COUNTY agrees that health care personnel will review each inmate's medical records within twenty-four (24) hours of the inmate's arrival. Additionally, The COUNTY agrees that at least one individual from the health care personnel pool will participate in the inmate classification process to ensure that no inmate is assigned work or housing placement contraindicated by the inmate's medical condition.

(d) Cost of health screening and assessment is the COUNTY'S responsibility as part of the per diem.

(9) Sick Call

(a) The COUNTY shall ensure that facility health care staff triage inmate health care complaints daily.

(b) The COUNTY must provide nursing assessment to inmates in general housing no less than five (5) days per week.

(c) The COUNTY shall require health care personnel to assess inmates in administrative or disciplinary segregation for suitability in such placements. All inmates in segregation shall be provided the opportunity to request and receive health care seven (7) days per week.

(d) The COUNTY shall ensure that appropriate referrals to a Physician will be made when clinically indicated.

(e) Cost of services set forth in this subsection 9 are the COUNTY'S responsibility as part of per diem.

(10) Off-site Security and Transportation

(a) The COUNTY shall be responsible for all transportation of inmates to off-site health service facilities, including ambulance, and costs for such transportation is included within the per diem rate. The COUNTY is also responsible for providing an appropriate level of security for all off-site medical treatments/admissions. The costs for the first eight (8) hours of security will be the responsibility of the COUNTY. The Department will be responsible for the costs of security for all hours, or partial hours, thereafter.

(11) Staffing & Equipment

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

(12) Informed Consent

(a) The COUNTY shall obtain and document informed consent for health care and treatment of inmates by health care staff consistent with DOC Policy 4.5.31 – Informed Consent. The COUNTY must also ensure that inmates have the right to refuse treatment consistent with DOC Policy 4.5.32 – Right to Refuse Medical Treatment. Any cost are the Counties responsibility.

(13) Suicide

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

(14) Notification of Next of Kin

(a) The COUNTY shall adopt policies and procedures providing for the prompt notification of an inmate's next of kin and the 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. The cost will be the COUNTY'S responsibility.

(15) Continuous Quality Improvement

(a) The COUNTY shall provide a Continuous Quality Improvement program which requires monthly reports to the Department's Medical Director relative to findings, actions, and assessments pertaining to the provision of health care services within the Facility. Monthly reports will be provided to MDOC Medical Director and will include:

1) Number of nursing contacts.
2) Number of provider contacts.

3) Number of outside referrals.
4) Inmate name, medication, and number of prescriptions per inmate.
5) Timeliness of sick call, triage and evaluation by discipline (Nursing, Mid-Level, M.D.).
6) Number of transports to hospital or outside provider.
7) Number of admissions to hospital with diagnosis.
8) Number of emergency room visits with diagnosis.

(16) Medical Costs

(a) All on-site medical care will be part of the per diem and will include the full scope of primary care, i.e. family practice, general practice or internal medicine, including minor surgery such as skin biopsies, suturing of lacerations and ingrown toenails. The Department's Medical Director may be consulted as to whether or not the service is within the scope of primary care. The Medical Director's decision as to scope of primary care is final.

(b) All non-emergency medical, surgical or diagnostic services, or durable medical equipment or supplies costing over $250.00 will require prior approval from the Medical Director/designee and/or Medical Review Panel (MRP). Failure of the COUNTY to receive prior approval will result in the COUNTY being solely responsible for the costs.

(c) Emergency cases do not need prior approval for the initial assessment. However, the health Services Department at MDOC must be notified within 72 hours of the incident. BCBS/Managed Care Montana must be notified of all emergency inpatient admissions (over 24 hours) on the next working day following the admission by calling 1-800-635-5271.

(d) All billed services must comply with Blue Cross Blue Shield of Montana (BCBS) requirements.

(e) An approval number will be given to pre-authorized services and must accompany billing.

(f) All services identified as an MDOC cost responsibility must be billed to BC/BS with appropriate billing information, e.g. A0 #, Name, Date of Birth, Diagnosis, Procedural Code, and pre-authorization code number. The COUNTY shall NOT submit billings for services that are the COUNTY'S responsibility.

(16A) Exceptions

(a) The Department shall be solely responsible for the treatment costs associated with HIV/AID's related illnesses (e.g., Karposi's Sarcoma, Pneumocystis Pneumonia). This section, however, should not be construed to include other disease states not typically considered as AID's-related.

(b) The COUNTY is solely responsible for all health care expenses resulting from the negligence or willful misconduct of the COUNTY, its subcontractor(s), or any of the COUNTY'S officers, agents, volunteers or employees.

(c) 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 inmate who dies in the custody of the Facility.

(d) Upon a request by the Montana Board of Pardons, the COUNTY will arrange for psychological assessments as required. The Department shall be responsible for the cost of such assessments.

B. Medical Services

(1) Continuity of Care

(a) The COUNTY shall address and provide continuity of care for inmates with chronic illness through regular follow-up consultation and, when appropriate, treatment. Chronic illness includes, but is not limited to, diabetes, pulmonary diseases, cardiovascular diseases, hypertension, seizures, TB treatment/prophylaxis and infectious diseases. The costs associated with providing continuity of care are the COUNTY'S responsibility. This is only primary care onsite and does not mean specialty consultations when they are indicated.

(2) Diagnostic Exams-Costs

(a) The COUNTY shall receive prior approval for non-emergent diagnostic tests (other than lab) costing more than $250 per test. Failure of the COUNTY to receive prior approval will result in the COUNTY being solely responsible for the costs.

(b) The COUNTY shall provide radiological and interpretive services for plain film. All other diagnostic tests are the responsibility of the Department. Procedures or services, including interpretation costing less than $250.00, will be the responsibility of the COUNTY as part of the per diem rate.

(3) Vision Exams

(a) Inmates may request and shall be offered a complete vision exam with appropriate refraction every two years. Inmates diagnosed with Diabetes shall receive a vision exam annually. Optical services must be coordinated with MDOC and receive prior approval. The cost of optical services will be an MDOC responsibility. However, the MDOC reimbursement rate is the standard Medicaid schedule and is the maximum amount to be paid to the service provider for an examination or eyeglasses.

C. Mental Health

(1) Emergency Mental Health Services

(a) The COUNTY shall have the capability, and when clinically indicated, will provide 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 inmate from causing injury to the inmate's self or others.

(2) Costs of Mental Health Services

(a) The COUNTY may provide mental health services off-site and shall be responsible for all costs, including transportation and security. This does not include actual mental health hospital admission costs that are the responsibility of the Department.

(3) Treatment Plan

(a) The COUNTY shall ensure that any inmate identified as suffering from mental illness receives the appropriate mental heath treatment. The inmate must receive a mental health treatment plan developed with a psychiatrist's or physician knowledgeable in the prescribing of psychotropic medication's. The prescribing of medication should only occur when indicated and when other interventions have failed. The treatment plan must be reviewed every ninety (90) days.

(4) Physical Restraints

(a) Physical restraints [for medical purposes] shall only be used by order of a physician after less restrictive measures have been unsuccessful. Restraints are to be used only to prevent immediate harm to self or others.

(5) Segregation

(a) Inmates placed in segregation and suspected of suffering from a mental illness shall have the placement determination reviewed by a mental health professional within twenty-four (24) hours. The COUNTY shall also provide inmates in segregation with regular contact from a mental health professional.

D. Dental Services

(1) Type of Service

(a) The COUNTY shall provide dental services based on routine, preventive care. Routine care shall include; Exams (including x-rays), all non-surgical treatment (cleaning for treatment of gum disease), operative dentistry (fillings, single tooth extractions, restorations, and non-surgical periodontal therapy including scaling and root planing). All services shall be performed by properly licensed personnel – either on-site or off-site.

(2) Treatment Plans

(a) The COUNTY shall provide dental services in accordance with DOC policy 4.5.26 - Dental Services. The COUNTY shall ensure that each inmate is provided a comprehensive dental treatment plan including prioritization of needs, counseling on oral hygiene, and identification of conditions.

(b) All routine dental care will be provided at the COUNTY'S expense according to guidelines for care as outlined by the Department's Dental Director (see Sec. 20, D - Dental Services, part 1 above) as part of the per diem.

(c) All non-routine dental care will be provided by the COUNTY and billed to the STATE. The cost of non-routine dental care - which includes but is not limited to, oral surgery and dentures - is the responsibility of the State. Non-routine dental care will require prior approval from the State Health Services Bureau. Failure of the COUNTY to receive prior approval will result in the COUNTY being solely responsible for the costs.

E. Budgetary Consideration - Health Care Services

(1) Budgetary reconsideration will be made every two years for medical/dental/mental health services. The County will be responsible to provide objective data to support requests for legislative appropriations for health care services.

(2) Per Diem Health Care Cost will be re-evaluated every two (2) years and compared to national health care cost trends.

SECTION 21 - ACADEMIC, COUNSELING & RECREATIONAL PROGRAMMING

In order to provide a continuum of services for inmates, the COUNTY shall provide academic and counseling programs comparable to those offered at Montana State Prison. The programs to be offered by the COUNTY require review and approval by the Department prior to implementation.

A. ACADEMIC

The COUNTY shall provide academic services that include the following curriculum model – with placement based upon TABE scores:

- Adult Basic Education (3.5 – 7.9)
- Basic Literacy (3.5 – 7.9)
- GED (8.0 – 11.9)

Inmates falling below 6.0 grade level on the TABE test require mandatory education.

The COUNTY shall provide Academic programs in accordance with the following:

- All teachers must be certified.
- Minimum of one (1) FTE teacher shall be on staff.
- Re-testing of the inmate will be conducted at least every six months to show progress.

- Academic programs must involve an average of 12 inmates at any given time, with the understanding that number may vary according to need.
- Academic programs must be provided five days a week, Monday through Friday, with the exception of holidays. At least two sessions shall be offered each day. Each programming session shall last for a period of 3 hours.

B. COUNSELING

The content of counseling programs shall be comparable with those offered by the Department and those required by the courts and the Board of Pardons. Counseling programs shall include, at a minimum, the following:

1) Cognitive Restructuring

The COUNTY shall provide a Cognitive Restructuring Treatment Program in accordance with the following:

- Two separate groups composed of a minimum of 4 and a maximum of 10 inmates per group.
- 1 – 2 facilitators per session.
- Each group will meet at least once per week.

2) Anger Management

Anger management/Dispute Resolution programming will be provide for appropriate inmates, in accordance with the following:

- One group composed of a minimum of 4 and a maximum of 10 inmates.
- The group will meet once a week, until the program is completed.

3) Sex Offender Programming (SOP)

The Sex Offender Program will use a cognitive - behavioral approach and adhere to Montana Sex Offender Treatment Association (MSOTA) standards when providing treatment. The program shall have the following components:

- Assessment: ABLE – computerized program for assessment purposes, as needed.
- SOP I Each group will meet a minimum of once per week until the program is complete. Each group will have 1 to 2 facilitators per session. Each group will be composed of a minimum of 8 offenders and a maximum of 12 offenders.
- SOP II –Each group will meet a minimum of once per week until the program is complete. Each group will have 1 to 2 facilitators per session. Each group will be composed of a minimum of 8 offenders and a maximum of 12 offenders.
- TIER Assessment: For release purposes, done in conjunction with the Court.
- Polygraph Testing: Polygraphs may be requested upon completion of SOP I; if in denial in a group, and sometimes prior to release. Testing costs will be billed directly to the Department.
- 1.5 FTE Sex Offender Therapists – Masters Degree level – MSOTA or ASTA certified.

4) Chemical Dependency Treatment

The Chemical Dependency Programming will use a cognitive - behavioral approach treatment model. At least 20 total inmates will be enrolled in the continuum of care. The continuum of care should include a 16 week program for primary and relapse treatment and up to indefinite on aftercare. The following components are the minimum standards to be used.

a. *Relapse Prevention*

- One individual weekly session as needed.
- Average of 4 hours per week per individual offender in relapse.
- 16 week program for relapse, indefinite for aftercare.

b. *Primary treatment*

- One individual weekly session as needed.
- Two, 2 hour groups per week to average 4 hours per week per individual offender.
- 16 week program.
- One program will be directed to Native Americans if the offender population warrants.

C. While any inmate is housed at the Facility, the COUNTY shall provide sufficient counseling resources and personnel to ensure that any court-ordered counseling requirements for the programs listed herein may be completed prior to the initial parole eligibility date of the inmate - provided that the inmate is placed in the facility in a timely manner which permits programming to occur.

D. RECREATION AND HOBBY

The COUNTY must provide adequate opportunities for physical exercise. Recreational programs shall include indoor and outdoor activities. The type, frequency, and level of activities must meet ACA Standards. The COUNTY must establish and operate a hobby program consistent with ACA Standards. In addition, the COUNTY must establish a hobby policy that generally conforms to MSP policy.

E. RELIGIOUS ACTIVITIES

The COUNTY must provide religious programs and activities for inmates in accordance with ACA Standards.

SECTION 22 - INMATE WORK AND PAY

Inmates shall 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 inmate. Inmate workers must receive pay comparable to that received by State inmates housed in other Department facilities consistent with DOC Policy 4.7.12 – Adult Offender Participation in a Community Work Program and MSP Policy 5.1.102 – Forced Labor. Funds for institutional workers pay are included in the per diem rate as set forth in Section V. Payment to inmates employed in the MCE industries programs will be the responsibility of MCE.

SECTION 23 - INMATE ORIENTATION

The COUNTY shall provide orientation to inmates 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. Inmate orientation must be conducted within one week after arrival at the Facility and must be documented by employee and inmate signatures.

SECTION 24 – INMATE MAIL, TELEPHONES, AND VISITATION

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

B. The COUNTY must provide physical space, furniture, equipment and supervision for contact and non-contact visitation in accordance with MSP Policy 5.4.4 – Inmate Visiting. The Facility may modify time limits, frequency, and contact visits.

SECTION 25 - INMATE RIGHTS

A. GRIEVANCE PROCEDURES

The COUNTY must adopt and implement MSP Policy 3.3.3 - Inmate Grievance Procedure. The COUNTY must provide the Departments' on-site monitor with copies of all inmate grievances monthly, along with statistical information on number and type of grievances received, as required by the Department. The final appeal for all inmate grievances shall be made to the Department's Contract Placement Bureau Chief or his designee.

B. DISCIPLINE

The COUNTY must adopt and implement MSP Policy 3.4.1 - Institutional Discipline. Disciplinary offenses and penalty codes must be posted in each inmate living area and other appropriate areas accessible by inmates. On a weekly basis, the COUNTY must provide the Department with copies of all documentation concerning Severe and Major disciplinary actions taken by the COUNTY against inmates. On a monthly basis, the COUNTY shall also provide statistical information on the number and types of disciplinary reports and their dispositions. The Department shall have final authority to approve, amend, or disapprove severe level disciplinary actions by the COUNTY.

The COUNTY may, in conjunction with disciplinary proceedings, make recommendations for the forfeiture of good time credits to the Department. The decision to forfeit good time credits is at the sole discretion of the Department.

C. LEGAL ASSISTANCE

The COUNTY must provide inmates with assistance in accessing the courts. The COUNTY shall make provisions to assist inmates in the drafting and filing of complaints, post-conviction petitions, sentence review applications, notices of appeal, and habeas corpus petitions. The COUNTY shall make Montana Supreme Court opinions available to inmates in the Facility.

SECTION 26 - INMATE TELEPHONES/COMMISSIONS

A. The COUNTY must contract with a telephone service provider to provide coin-less, collect telephone service to the State inmate population. The telephone service contract must be submitted to the Department for its review and approval prior to acceptance by the COUNTY. Rebates/commissions or other compensation received by the COUNTY from the telephone service provider must be directed to a separate Inmate Welfare Fund account. Copies of source documentation supporting said rebates/commissions must be available for Department review.

B. Monies received from use of State inmate phones must be deposited in a separate account and utilized for inmate rehabilitative needs, in conformity with the Montana State Prison Inmate Welfare Fund. The State shall have final authority to approve or disapprove use of the funds in this account

C. The selected service provider shall allow the COUNTY the ability to monitor and record inmate 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 inmate may access.

SECTION 27 - CANTEEN

The COUNTY must make canteen items available to inmates. To the extent possible, the County should attempt to provide canteen items and pricing similar to Montana State Prison. The COUNTY must provide suitable space, utilities and equipment to support canteen operations. Separate financial records and accounts must be maintained by the COUNTY for all canteen business. The Facility commissary/canteen system must interface with the facilities inmate banking system. The COUNTY is responsible for all programming costs, including security costs, and all communication links. All profits above day to day operational costs from the canteen operation must be deposited in the separate Inmate Welfare Fund account and used as defined in Sec. 26, part B. of this contract. Quarterly financial statements - balance sheet and income statement - of the canteen operation, including County and subcontractor if applicable, must be made available to the State's Contract Monitor no later than the last day of the next month. The COUNTY is responsible for providing necessary administration services to the canteen operation. Canteen operations must be audited annually by a Certified Public Accounting firm or by County auditors. The expense of the annual audit of the canteen will be borne by the canteen.

SECTION 28 - CLASSIFICATION AND TRANSFER

A. Inmates to be transferred to the Facility may be assigned a custody classification by the Department or, by the COUNTY in consultation with the Department. The COUNTY must utilize MSP Policy 4.2.1 - Inmate Classification Procedures and DOC Policy 4.2.2 - Special Needs Offenders, as well as, other relevant classification and housing policies, as developed. The COUNTY has no authority to transfer, discharge, or release an inmate without the prior written approval of the Department. The Department has final authority with respect to any placement, transfer, discharge, or release decision.

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

C. Inmates placed in the Facility may not be reduced to a classification of lower risk unless mutually agreed to by the Department and the COUNTY consistent with the policies and procedures of the Department. The COUNTY will be required to perform a custody reclassification review every six (6) months. The COUNTY shall provide the Department with a summary of reclassification decisions on a monthly basis.

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

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

F. The COUNTY shall be responsible for providing all necessary services related to the discharge of an inmate, including but not limited to, arranging transportation, property removal, and provision of suitable clothing and the payment of "gate money", as provided in 53-30-111, MCA. The Department will reimburse the COUNTY for gate monies paid pursuant to the procedure set forth in Section 5, Billing, Payment, and Compensation.

SECTION 29 - 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 the Department Duty Officer receives immediate oral reports of all Priority 1 incidents. Written reports concerning these incidents shall be faxed to the Department within 8 hours of discovery of the incident.

B. DAILY OPERATIONAL REPORTS

The daily operations form (supplied by the 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, inmate on inmate assaults, inmate on staff assaults, contraband seizures, daily counts, and urinalysis reports. Daily reports completed by the facility shall be electronically transferred to the on-site monitor and the Contract Placement Bureau or, at the request of the Contract Placement Bureau Chief, faxed to the Contract Placement Bureau.

D. Additional reports requested by the Department will be immediately faxed to the Contract Placement Bureau.

E. Video tape recordings, if applicable, must be sent to the Department within three (3) days of a request.

F. COUNTS

Any count changes at the facility will be reported to the on-site contract monitor and, as requested, the Contract Placement Unit in Deer Lodge at the time of the count change. Count changes include: inmates 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 inmate(s) name and AO number that was moved.

G. The COUNTY will designate and provide a listing of on-site key personnel responsible for the effective exchange of information.

H. The Department Liaison for this Section will be the Contract Placement Bureau Chief.

SECTION 30 - INDIGENT INMATES

The COUNTY shall provide indigent inmates with personal health and welfare items in accordance with DOC Policy 4.4.1 – Offender Hygiene. The COUNTY shall provide indigent inmates with postage for mailing legal materials in accordance with DOC Policy 3.3.2 – Offender Legal Activities.

SECTION 31 - FURNISHINGS, FIXTURES,AND EQUIPMENT

A. The COUNTY shall maintain and replace all FF&E utilized for the operation of the State portion of the Facility.

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

SECTION 32 - LIAISONS

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

A. The Contact Persons for the Department are:

Operational Issues:	On-site Contract Monitor/Contract Placement Bureau Chief
Contract Issues:	Contracts Manager
Notice/Litigation:	Departments' Chief Legal Counsel
Emergency Contact:	Department Duty Officer

B. The Contact Persons for the COUNTY are:

Operational Issues:	Facility Administrator
Contract Issues:	Sheriff
Notice/Litigation:	County Attorney

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.

SECTION 33 - GOVERNING LAW

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

SECTION 34 - CONTRACTOR STATUS

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

SECTION 35 - ASSIGNMENT

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

SECTION 36 - 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 the Department and the COUNTY, 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 the Department and the COUNTY that any entity, other than the Department or the COUNTY receiving services or benefits under this Contract, shall be deemed an incidental beneficiary only.

SECTION 37- 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)

SECTION 38 - 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, the 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.

SECTION 39 - PHYSICAL DAMAGE TO FACILITY

The risks and costs of physical damage to the Facility incurred as a direct result of the placement of inmates 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 the Department.

SECTION 40 - 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 County's security obligations under this Contract do not end in the event of an inmate 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.

SECTION 41 - COMPLIANCE WITH APPLICABLE LAWS

At all times during the performance of its obligations of this Contract, the COUNTY shall strictly adhere to all applicable Department of Corrections Policies, ACA and NCCHC Standards, local, state, and federal laws and regulations. The COUNTY 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. The COUNTY 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.

SECTION 42 - CONFIDENTIALITY OF RECORDS

A. In the event the COUNTY shall obtain access to any records or files of the Department in connection with this Contract, or in connection with the performance of its obligations under this Contract, the COUNTY 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 the Department.

B. The COUNTY acknowledges that release of information maintained within inmate 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. The COUNTY shall develop policies that maintain the appropriate level of confidentiality expected in inmate records pursuant to applicable law. At a minimum, the COUNTY'S policies should include a description of information suitable for public disclosure, law enforcement agency access to inmate records, and a process by which inmates may provide written consent to information releases. The COUNTY'S policy shall be reviewed and approved by the Contract Monitor prior to implementation.

C. The COUNTY 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 the COUNTY, as the case may be.

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

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

SECTION 43 - MONTANA-MADE GOODS

The COUNTY must use Montana-made goods if they are comparable in price and quality to goods manufactured outside of Montana, as required by 18-1-112, MCA.

SECTION 44 - HEADINGS

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

SECTION 45 - TIME OF THE ESSENCE

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

SECTION 46 - 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.

SECTION 47 – 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 shall 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 Center 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.

SECTION 48 - CHANGES

The Department and the COUNTY, can 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.

SECTION 49 – COMPLETED CONTRACT

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

SIGNATURES

DEPARTMENT

Rick Day, Director
Department of Corrections — Date: 10-31-00

Marc Racicot, Governor
State of Montana — Date: 11-14-00

Approved for Legal Content by:

David L. Ohler
Chief Legal Counsel
Department of Corrections — Date: 10/29/00

COUNTY

Missoula County Commissioner — Date: 11-28-00

Missoula County Commissioner — Date: 11-28-00

Michael Kennedy - Not Available for Signature
Missoula County Commissioner — Date

Missoula County Sheriff — Date: 11/27/00

Missoula County Clerk & Recorder — Date: 11/28/00

Legal Counsel, Missoula County — Date: 11/27/00

Appendix 1

Missoula County Detention Facility

STAFFING PATTERN

MISSOULA COUNTY DETENTION FACILITY

POST	DAYS	8-HR	10-HR	10-HR	12-HR	12-HR	RELIEF	TOTAL
			EARLY	LATE	DAY	NIGHT	FACTOR	
BOOKING	7				2	2	2.63	10.52
MASTER CONTROL #1	7				1	1	2.63	5.26
MASTER CONTROL #2	5	1					1.25	1.25
BROADWAY ROVER	7				1	1	2.63	5.26
UNIT 1 CONTROL	7				1	1	2.63	5.26
UNIT 1 - FLOOR #1	7				1	1	2.63	5.26
UNIT 1 - FLOOR #2	7				1		2.63	2.63
UNIT 2 CONTROL	7				1	1	2.63	5.26
UNIT 2 - FLOOR #1	7				1	1	2.63	5.26
UNIT 2 - FLOOR #2	7				1		2.63	2.63
UNIT 3 CONTROL	7				1	1	2.63	5.26
UNIT 3 FLOOR	7		1	1			2.19	4.38
RELIEF OFFICER	7				1		2.63	2.63
VISITATION / COURT	7	1					1.75	1.75
TRANSPORT	5	2					1	2
CLASSIFICATION	5	2					1	2
HEARINGS	5	1					1	1
TOTAL FTE OFFICERS FOR ADULT DETENTION AND CORRECTIONS:					**67.61**	**EMPLOYEES REQUIRED:**		**68**

UNIT 6 CONTROL	7		1	1			2.19	4.38
UNIT 6 - FLOOR #1	7		1	1			2.19	4.38
UNIT 6 - FLOOR #2	7	2					1.75	3.5
UNIT 6 ROVER	5	2					1.25	2.5
UNIT 6 - UTILITY #1	5	1					1.25	1.25
UNIT 6 - UTILITY #2	2		1				0.5	0.5
TOTAL FTE OFFICERS FOR JUVENILE DETENTION:					**16.51**	**EMPLOYEES REQUIRED:**		**17**
NURSING STAFF	7	2					1.75	3.5
KITCHEN STAFF	7	2					1.75	3.5
MAINTENANCE	5	2					1	2
RECEPTION / RECORDS	7	3					1	3
COMMISSARY	5	1					1	1
LIBRARIAN	5	1					0.5	0.5
TOTAL FTE FACILITY SUPPORT PERSONNEL:					**13.5**	**EMPLOYEES REQUIRED:**		**15**
SHIFT COMMANDER	7				2	2	1	4
UNIT MANAGER-STATE	5	1					1	1
UNIT MANAGER-COUNTY	5	1					1	1
UNIT MANAGER-JUV.	5	1					1	1
NURSING SUPERVISOR	5	1					1	1

KITCHEN MANAGER	5	1					1	1
FACILITY MANAGER	5	1					1	1
TRAINING OFFICER	4		1				1	1
OFFICE MANAGER	5	1					1	1
ASSISTANT ADMINISTRATOR	5	1					1	1
ADMINISTRATOR	5	1					1	1
TOTAL FACILITY MANAGEMENT STAFF:								**14**
COURT LIAISON	5	1						1
TOTAL COUNTY EMPLOYEES:								**115**
POST	**DAYS**		**AFFILIATION**					**TOTAL**
MEDICAL DIRECTOR	2.5		Annual contract with Missoula County					1
CONTRACT MONITOR	5		State employee - Montana Dept. of Corrections					1
CASE MANAGER	5		Missoula Correctional Services contract with Missoula Co.					1
SEX OFFENDER TREATMENT	2.5		Annual contracts with Montana Dept. of Corrections					2

CHEMICAL DEPENDENCY	5		Missoula Correctional Services contract with Missoula Co.					2
TEACHER - ADULT EDUCATION	5		Missoula Correctional Services contract with Missoula Co.					1
INSTITUTIONAL PROBATION & PAROLE	5		State employee - Montana Dept. of Corrections					1
TEACHER - JUVENILE UNIT	5		Missoula County Public Schools contract with Missoula County					1
MENTAL HEALTH COUNSELOR	2.5		Annual contract with Western Montana Regional Mental Health Center					1
JUVENILE EDUCATION CLERICAL SUPPORT	2.5		Missoula County Public Schools contract with Missoula County					1
MRT FACILITATORS	4		Missoula Correctional Services contract with Missoula Co.					4
STATE INDUSTRIES	1		State employee - Montana					1

SUPERVISOR			Dept. of Corrections					
TOTAL FACILITY CONTRACT STAFF:								**17**
TOTAL FACILITY STAFFING:								**132**

RELIEF FACTOR FORMULAS: COUNTY

24hr/7days	5.25
12hr/7days	2.63
8hr/7days	1.75
8hr/5days	1.25
8hr/ 1day	.25

Appendix 2

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

CONTRACT AMENDMENT
CONTRACT #DIR-01-001-0-MCDF

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the State of Montana, Department of Corrections (DEPARTMENT) 1539 11th Avenue, Helena, Montana 59620-1301 and **Missoula County Detention Facility** (CONTRACTOR) 2340 Mullan Road, Missoula, Montana 59808 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of November 28, 2000 and Sections 46 and 48 of the Contract provide that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree as follows:

Section 5 (C) is amended to read (new language underlined, old language interlined):

C. PER DIEM

1. The Department shall pay the COUNTY the per diem charge for each day or part of a day, including the first day but not the last day, in which an inmate is housed at the Facility.

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

3. The Department will guarantee payment for a minimum of seventy-two (72) inmates per day, per month, regardless of the actual number of inmates in the facility.

4. In consideration for all services provided, the Department will pay the COUNTY an Operations and Management per diem rate as follows:

   a. For the contract year ~~ending June 30, 2000~~ beginning July 1, 2001 the standard rate of per diem for General Population Inmates will be ~~$46.27~~ $48.12 per inmate, per day.

   b. For the contract year beginning July 1, ~~2000~~ 2002, the standard rate of per diem for General Population Inmates will be ~~$47.12 per inmate per day~~ negotiated between March 1 and June 30, ~~2000~~ 2002, based on actual expenditures in the State operation.

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

SIGNATURES

DEPARTMENT

Bill Slaughter, Director
Department of Corrections

3/12/02
Date

Judy Martz, Governor
State of Montana

3-12-02
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

3/11/02
Date

COUNTY

Missoula County Commissioner

3/18/02
Date

Missoula County Commissioner

3/18/02
Date

Missoula County Commissioner

3/19/02
Date

Missoula County Sheriff

03/15/02
Date

Missoula County Clerk & Recorder

03/18/02
Date

Legal Counsel
Missoula County

3/26/02
Date

CONTRACT AMENDMENT
CONTRACT #DIR-01-001-0-MCDF

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Avenue, Helena, Montana 59620-1301 and **Missoula County Detention Facility (CONTRACTOR)** 2340 Mullan Road, Missoula, Montana 59808 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of November 28, 2000 and Sections 46 and 48 of the Contract provide that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree as follows:

The following Sections are amended to read (new language underlined, old language interlined):

SECTION 1 - DEFINITIONS

"ACA" means American Correctional Association.

"ACA Standards" means Standards for Adult Correctional Institutions published by the American Correctional Association, in effect as of September 1999, and as the same may be modified, amended, or as supplemented in the future. In the event that ACA promulgates standards after September 1999 that are not consistent with the facility operations as set forth in this contract, the Department and Missoula County will review the standards on a case-by-case basis to determine acceptable modifications or exceptions to the language in order to meet local and state needs.

"AOIS/ACIS/PRO-Files" means Adult Offender Information System, Adult Corrections Information System, or Program Reporting Offender Files and shall be interpreted as a reference to the *current* version of the Department of Corrections automated corrections information management system.

"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 inmates whose movement within the Facility is very restricted. This level typically includes inmates 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 inmates awaiting transfer to the appropriate housing unit (excluding On Leave to Custody (OLTC) and ten day furlough returns), "Temporary Lock up" for inmates facing disciplinary and reclassification hearings for serious rule infractions, and inmates 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 inmates within the Facility does not require restraints. Movement of Close Custody inmates outside the Facility does require wrist, belt, and leg restraints. Transport of Close Custody inmates outside the facility requires a minimum of two (2) staff persons.~~

"Conflict of Standards" means that a conflict exists between ACA Standards, NCCHC Standards, federal, state or local law or regulation, 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.

"COUNTY" means Missoula COUNTY.

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

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

"Facility" means the fully equipped and furnished regional prison, operated by the COUNTY, for the incarceration of inmates assigned by MDOC. 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 ~~$500.00~~ five thousand dollars ($5,000.00) 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) COUNTY bankruptcy, reorganization, or liquidation; or
3) Failure of the COUNTY to comply with ~~the Regional Correctional Facility Act, ACA or NCCHC Standards,~~ Department rules.

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

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

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

~~"Inmate" means an adult offender committed to the legal custody of the Department but, in the physical custody and/or care of the COUNTY.~~

"Inmate" 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.

"Inmate Day" means each day, or part of a day, including the first but not the last day in which an inmate is housed at the facility.

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

~~"Medium Custody" means the custody level of inmates whose movement within the Facility is restricted. Work assignments are authorized within the secured area of the Facility with indirect supervision. Movement of Medium Custody inmates within the Facility does not require restraints. Movement of Medium Custody inmates outside the Facility does require wrist, belt, and leg restraints. Transport of Medium Custody inmates outside the facility requires a minimum of one (1) staff person.~~

~~"Minimum Custody" means the custody level of inmates whose movement within the Facility is unrestricted. Moderate supervision may be implemented when minimum custody inmates are secured within their assigned housing unit or work site. Work assignments are authorized inside and outside the secured area of the Facility. Movement of Minimum Custody inmates does not require restraints. Transport of Minimum Custody inmates outside the facility requires a minimum of one (1) staff person.~~
~~"MSP" means Montana State Prison – Deer Lodge.~~

"MWP" means Montana Women's Prison – Billings

"NCCHC" means National Commission on Correctional Health Care Standards for Adult Correctional Institutions published by the National Commission on Correctional Health Care, in effect as of September 1999, and as the same may be modified, amended, or as supplemented in the future. In the event that NCCHC promulgates standards after September 1999 that are not consistent with the facility operations as set forth in this contract, the Department and Missoula County will review the standards on a case-by-case basis to determine acceptable modifications or exceptions to the language in order to meet local and state needs

"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.

"Per Diem" means the cost per inmate per day the Department and the COUNTY mutually agree upon.

"P.O.S.T." means Montana Peace Officer Standards Training.

"Priority 1 Incidents", as identified in DOC Policy 1.1.13 – Duty Officer System, includes but is not limited to: death of an inmate, 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.

~~"Special Needs Inmate" means an inmate in need of specialized programming, supervision, or housing arrangements (i.e., Sex Offender, Geriatric, Administrative Segregation). Reference DOC Policy 4.2.2 – Special Needs Offenders.~~

"State" means State of Montana.

SECTION 2 - GENERAL REQUIREMENTS

A. This Contract is for the benefit of the public, the County, and the Department and is premised on the following goals:

1. To provide the public with correctional services that are cost efficient ~~and effective with respect to the purposes and goals of incarceration~~;

2. To provide inmates with ~~proper care, treatment, rehabilitation, and reformation~~ emergent and necessary care; and

3. To provide both the public and inmates with correctional services that meet the requirements of ~~the ACA, NCCHC, and the Department including minimum facility standards promulgated by the~~ Department rules.

B. The COUNTY shall provide all services and management for the operation of a 144 bed, minimum to close security prison for adult male inmates.

~~C.~~ The Facility will ~~house minimum, medium, and close custody adult male inmates~~ serve offenders committed to, or under the supervision of, the MDOC or a state prison as authorized by the Regional Correctional Facility Act (53-30-501 through 53-30-511, MCA.) ~~In the event the law permits housing inmates, other than those assigned by the Department, the Department retains first option to house its inmates in the Facility.~~

~~In addition, the facility may house adult male offenders identified as "special needs" inmates. These inmates may include, but are not limited to: sex offenders; administrative segregation; or other special needs offenders mutually agreed upon by the State and the COUNTY.~~

SECTION 5 - BILLING, PAYMENT, AND COMPENSATION

A. Unchanged

B. Unchanged

C. PER DIEM

1. The Department shall pay the COUNTY the per diem charge for each day or part of a day, including the first day but not the last day, in which an inmate is housed at the Facility.

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

3. ~~The Department will guarantee payment for a minimum of seventy two (72) inmates per day, per month,~~ MDOC guarantees minimum payment at the mutually agreed rate for 122 inmates per day (85% of 144 beds) regardless of the actual number of inmates in the facility. In the event beds are available in the state unit, which are not required by MDOC programs, the COUNTY may, with consent of MDOC, seek other users for beds in the state unit.

4. In consideration ~~for all services provided,~~ of the mutual covenants and promises set out herein, the Department will pay the COUNTY a ~~an Operations and Management~~ per diem rate as follows:

   a) For the contract ~~year~~ period beginning July 1, ~~2001~~ 2002 and ending September 30, 2002, the ~~standard~~ rate of per diem ~~for General Population Inmates~~ will be ~~$48.12~~ $45.49 per inmate, per day.

b) For the contract ~~year~~ period beginning ~~July 1, 2002~~ October 1, 2002, the ~~standard~~ rate of per diem ~~for General Population Inmates will be negotiated between March 1 and June 30, 2002, based on actual expenditures in the State operation~~ shall be $43.88 per inmate, per day until a new per diem rate is negotiated in accordance with this agreement.

5. The per diem rate shall be negotiated annually and shall become effective upon a mutually agreeable date. The annual renegotiation of the per diem rate shall begin no later than April 1 of each year and the parties agree to negotiate in good faith with the goal of establishing a new per diem for the ensuing Fiscal Year no later than July 1. Either party may invoke the Dispute Resolution Provisions set out in Section 47 of this Agreement if agreement on a renegotiated per diem rate has not been reached by July 1 in any given year.

SECTION 9 – EMERGENCY OPERATIONS AND MANAGEMENT

The Department shall have the right to enter and assume control of the State side of the Facility if the COUNTY fails to correct substantial contractual violations ~~documented by the Contract Monitor~~, or upon the occurrence of other serious circumstances (*e.g.*, strike, acts of God) involving the COUNTY'S ability to operate the Facility which the State believes may affect the life, health, or safety of inmates, Facility employees, or the public, or that may otherwise substantially impact the security of the Facility. If the Department takes control of the Facility, the Department shall suspend all contractual payments to the COUNTY and undertake all applicable costs for the State side for the period the 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 the COUNTY 48-hours verbal notice with written notice to follow.

SECTION 11 - FACILITY ADMINISTRATION

The COUNTY shall confine and supervise inmates that the Department has determined are suitable for transfer to the Facility. The COUNTY shall furnish subsistence and ~~all constitutionally mandated~~ health services; provide for the inmates' physical needs; ~~provide programs, training and treatment which are consistent with individual needs;~~ retain the inmates in safe, supervised custody; maintain proper discipline and control; ~~make certain that sentences and orders of the committing court are faithfully executed; provide access to legal assistance for inmates of the Facility; and comply with all applicable federal and state constitutional requirements, laws, rules, regulations, ordinances and court orders.~~ in compliance with this Contract.

A. Unchanged

B. The COUNTY shall have a policy and procedure manual ~~approved by the Department, which specifically describes its programs and services~~. The COUNTY'S policies will ~~generally~~ be ~~similar to Montana State Prison and Department~~ guided by MDOC policies to encourage consistent inmate management ~~and treatment~~. The COUNTY may utilize its own procedures for policy implementation. The policy manual shall be reviewed annually by the COUNTY and the Department and updated when necessary. ~~All revisions to the manual must be submitted to the Contract Monitor for review and approval.~~ The manual must be accessible to all employees and all revisions must be circulated to all employees prior to implementation.

C. Unchanged

D. Unchanged

E. ~~The Department Contract Monitor(s),~~ Aauthorized 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 the COUNTY'S routine security inspection. The COUNTY shall be given reasonable advance notice to accommodate organized tours of the Facility.

F. ~~The~~ ~~O~~on-site ~~Contract Monitor and IPPO~~ Department staff shall be provided ~~a single office space~~ four (4) offices and three (3) classrooms – including ~~two~~ phones and ~~two~~ dedicated telephone lines in offices - for the exclusive use of the Department. The Department shall be responsible for all costs associated with the phone service, such as: monthly access and local and long distance charges. The Department shall be responsible for all postage costs. After assignment of such office space, the COUNTY shall not relocate Department staff without consulting the Department.

G. Unchanged

SECTION 12 - GENERAL ADMINISTRATION

A. The COUNTY ~~shall~~ may work with the Department to develop and implement a Forced Labor and Earned Incentive Program ~~consistent with, to the extent possible and within the confines of a regional prison, that operating at MSP. Reference MSP Policy 5.1.102 – Forced Labor and DOC Policy 4.7.12 – Adult Offender Participation in a Community Work Program~~.

B. Unchanged

C. The COUNTY must develop and implement written policies and procedures~~, consistent with, to the extent possible and within the confines of a regional prison, MSP Policy 4.1.3 – Personal Property,~~ specifying the personal property that inmates may retain in their possession.

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

E. Unchanged

~~F. The COUNTY must develop and implement a plan for the dissemination of information about the Facility to the public, governmental agencies, and the media. The plan must be made available to all persons upon request.~~

G. Unchanged

H. Unchanged

~~I. The COUNTY shall establish an Inmate Welfare Fund whose operation substantially conforms to the Montana State Prison Inmate Welfare Fund. Reference MSP Policy 1.2.12 – Inmate/Welfare Accounts/Miscellaneous Revenues.~~

J. Unchanged

K. Unchanged

L. Unchanged

M. Unchanged

N. The STATE shall be responsible for ensuring that all documentation, judgments, transport/release orders, are obtained from the sentencing county. The COUNTY shall not be responsible for any documentation required by MDOC from the sentencing agency. MCDF will require only the transport/release order from MDOC.

O. The STATE is responsible for transport of all MDOC prisoners. MCDF will be reimbursed for all costs, i.e. officers' wages, meals, and vehicle expenses, when an officer from MCDF transports a MDOC prisoner. Any non-emergency transport must be pre approved by the Department and the cost must be mutually agreed upon.

P. The STATE is responsible for prisoners transferred to MCDF. Transportation of the prisoner to the jurisdiction issuing the warrant or detainer is not the responsibility of the COUNTY.

SECTION 14 - ~~PROGRAM~~ AUDITS

The COUNTY must provide access to the Facility, records, financial records, staff and prisoners to enable the 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.

SECTION 15 - RECORDS AND INFORMATION SYSTEMS

The COUNTY shall maintain offender records and provide reports that conform to those of the Department in both format and content. Reference DOC Policy 1.5.4 – Transfer of Records. ~~The COUNTY is required to utilize the Departments' online offender management system and incorporate it into its operation, as well as, interface with the current information systems developed for and in use by the Department to report and track inmate record information – including inmate population census reporting.~~ The COUNTY must maintain current and accurate inmate records.

A. The COUNTY shall provide a Local Area Network with Internet Protocol (IP) capabilities for access to, and use of, the Department's adult offender information system (AOIS) and the State's electronic mail system. AOIS is hosted by the Department's IBM AS/400 mid-range computer and is supported by the Department's Automation and Program Services Bureau. The Department is responsible for the actual cost of maintenance and support of the AOIS system. Software used by the COUNTY to transport information into AOIS, or to communicate with the Department, must be compatible with the software utilized by the Department. The Department will alert the COUNTY concerning any projected change in the Department's software standards, including effective dates for implementation. Cost of changes to the existing program will be the responsibility of MDOC.

B. Unchanged

C. The Department will provide necessary and reasonable training and technical assistance associated with input of data, by COUNTY personnel, into AOIS. The COUNTY'S personnel responsible for data collection and input into AOIS will be required to attend on-site and/or periodic off-site training sessions provided by the Department. All training and assistance related to this input will be provided by the Department at no charge to the COUNTY. Only those Facility employees given security clearance by the Department may input and/or view data. All input data will be audited by

the Department. The COUNTY will be responsible for assuring the accuracy of data input into AOIS, and will be responsible for costs attributed to ensuring and/or correcting incorrect or inaccurate data.

Data collection and input into AOIS must include, but is not limited to:

1. Inmate movements (internal/external);
2. ~~Custody classification;~~
3. Disciplinary infraction and sanctions; and
4. ~~Demographic information;~~ Fingerprints.
5. ~~Scars and marks;~~
6. ~~Aliases;~~
7. ~~Address data for offender and family;~~
8. ~~Risk and needs;~~
9. ~~Military data;~~
10. ~~Association information;~~
11. ~~Legal data;~~
12. ~~Electronic images;~~
13. ~~Fingerprints;~~
14. ~~Sentencing; and~~
15. ~~Treatment and education.~~

D. Unchanged

E. Unchanged

F. Unchanged

~~G. The COUNTY must provide the Montana Board of Pardons and Parole with required reports concerning the conduct and character of any inmate in the COUNTY'S custody. The COUNTY must also provide additional information of fact deemed appropriate by the Montana Board of Pardons and Parole pertinent to any inmate. In the event the Board asks for extraordinary information, the Department will assist the COUNTY in compiling the information.~~

SECTION 16 - PERSONNEL

A. Unchanged

B. The Facility shall provide the Department with a complete staffing pattern of all positions of the Facility. The Facility shall staff all positions with qualified employees. The Department and the Contractor agree that the following positions, or their functional equivalents, are considered "key/critical": Sheriff; facility manager/administrator; ~~master control officer;~~ unit manager; ~~RN~~ nursing supervisor; LPN; ~~and contracted program staff which includes:~~ food service manager/contractor; ~~program/case manager; classification officer; psychologist; health services coordinator; sex offender treatment counselor; legal services provider;~~ physician; ~~dentist; psychiatrist; optometrist; and academic instructors~~. (Ref. Appendix 1 - Staffing pattern).

C. ~~The Department understands that vacancies will occur at the facility from time to time and may provide assistance to the Facility, to the extent practicable. For purposes of this agreement, a vacancy in a position is defined to occur when the employee assigned to that position has resigned, been terminated, or is reassigned to another position and no other qualified employee/person is available to perform the duties of the vacated position.~~

Since vacant positions can have an adverse effect on the ~~Facility's~~ COUNTY'S ability to provide adequate services to the Department, the COUNTY shall notify the Department~~s on-site Contract Monitor~~, 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 the 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, the Department reserves the right to withhold the transfer of additional ~~State~~ inmates 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 the Department's discretion, remove State inmates from the facility until such time as the Department believes the Facility has the appropriate staff necessary to provide services in accordance with the contract terms and conditions.

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

D. Unchanged

E. Unchanged

F. Unchanged

G. The COUNTY must use its best efforts to reach early and peaceful settlement to any labor dispute including but not limited to picketing, lockouts, and strikes. The COUNTY must have plans in place in accordance with DOC Policy 3.2.1 - Emergency Preparedness, to address staffing during a strike. The COUNTY must notify the Department at least sixty (60) calendar days prior to the termination of any labor agreement with its Facility employees and must notify the 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, the 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, the COUNTY must cooperate fully with the Department to ensure safe operations. ~~and~~ The COUNTY must reimburse the Department for any costs it may incur for assistance provided at the COUNTY'S request during or related to the strike or dispute.

SECTION 17 - TRAINING

A. The COUNTY must provide, at its expense, employee training programs ~~substantially similar to those used by the Department~~. The COUNTY must have a written detailed training curricula plan that differentiates between training provided to different classes of employees (e.g., security, clerical). ~~At a minimum the COUNTY'S employees must receive the same number of hours of pre-employment and in-service training, delivered in a like fashion (e.g., classroom instruction, on the-job training, correspondence courses) as required by DOC Policy 1.4.3 – Training Standards, Requirements, Methods and Records.~~

B. Unchanged

SECTION 18 - SECURITY AND CONTROL

A. Unchanged

B. The COUNTY must have a written Emergency Response (Emergency Preparedness) Plan including appropriate procedures. The Department will assist if necessary to ensure the Plan and procedures comply with the Department's Emergency Preparedness Policy. The COUNTY must have a written plan for dealing with inmate disturbances and hostage taking. ~~The COUNTY must have a signed Mutual Aid Agreement in place with local fire and health agencies.~~ The COUNTY'S policy on the pursuit of escapees must be consistent with DOC Policy 3.2.2 – Facility Escapes.

C. Unchanged

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

E. The COUNTY must have written procedures governing the transportation of inmates. MDOC shall be responsible for the costs of such transportation. The COUNTY is responsible for all transportation and security functions including, but not limited to, ~~the initial transfer of the inmate to the Facility,~~ transportation for health care services, on-site parole board hearings, disciplinary returns, and local court appearances. The Department ~~and the COUNTY agree to coordinate and share transportation responsibilities and costs not specifically addressed in this contract.~~ is responsible for the transportation, or cost of transportation, from MCDF to MSP, MWP, or other facility or program. The Department is responsible for the transportation of released violators to their county of origin or supervision area.

~~F. The COUNTY must have a written policy and procedure for UA testing consistent with the DOC Policy 3.1.20 – Standardized Offender Urinalysis Screening. Each month, the COUNTY must randomly test a minimum of 5% of the population and provide the Department with a report of the tests and results. All costs of testing are the responsibility of the COUNTY.~~

G. The COUNTY shall be responsible to prevent escapes from the facility. The COUNTY shall engage in immediate pursuit of an escapee and coordinate continuous off-site pursuit with local law enforcement agencies. The COUNTY shall immediately notify local law enforcement agencies~~,~~ and the MDOC duty officer~~, and Contract monitor,~~ upon discovery of an unauthorized absence or escapee. The COUNTY shall have in place, specific escape action plans that address initial notifications, deployment of escape posts and follow-up actions. The COUNTY 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. The COUNTY 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.

H. Unchanged

I. Unchanged

J. Unchanged

K. Unchanged

L. Unchanged

SECTION 19 - FOOD SERVICES

A. The COUNTY must provide three meals including two hot meals for each inmate 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, the COUNTY must:

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

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 one-week 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 hair nets 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. The COUNTY'S breakfast, lunch, and dinner menus must provide a minimum of 63 grams of protein and a minimum of 2,900 calories for each inmate during each 24 hour period. These amounts must conform, at a minimum, to the recommended dietary allowances provided by the National Research Council Food and Nutrition Board. The food service area must comply with state and local health regulations.~~

C. Unchanged

D. Unchanged

SECTION 20 - HEALTH CARE SERVICES

The COUNTY is responsible for providing access to emergency health care services ~~to inmates as an integral part of this contract~~. In accordance with the language of this section, the COUNTY 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 will be the responsibility of the Department – except as described herein. ~~The COUNTY further agrees that costs incurred in the provision of health services shall be routinely compared with costs incurred by other facilities within Montana's correctional system for parity and uniformity. All medical/dental services must comply with applicable DOC policy (Chapter 4 – Facility/Program Services, Section 5 – Health Care) and National Standards such as National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA).~~ 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) The COUNTY 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) The COUNTY shall provide on-site ~~RN or LPN~~ nursing care ~~sixteen (16) hours a day,~~ seven (7) days per week. The COUNTY shall ensure that individuals providing nursing care are licensed to provide such care in the state of Montana. The COUNTY shall ensure the appropriate training of nursing personnel to provide adequate assessment and triage. At a minimum, the COUNTY ~~shall provide an RN~~ agrees to supervise LPN's employed at the facility with a medical professional maintaining certification of Registered Nurse (RN) or greater. The cost of nursing care will be the COUNTY'S responsibility ~~as part of the per diem~~.

(b) The COUNTY 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 inmates.

~~(3) Consistency of Care~~

(a) ~~The COUNTY shall provide sufficient personnel and training of personnel to ensure continuity of care that meets or exceeds ACA and/or NCCHC standards as well as compliance with Montana and Federal laws governing the provision of health care to inmates. Additionally, the COUNTY shall comply with appropriate Department policies governing medical care. The cost of ensuring consistency of care will be the COUNTY'S responsibility as part of the per diem.~~

(4) Laboratory Services

(a) The COUNTY shall provide on-site specimen collection of lab tests, with the cost being the responsibility of the Department. The COUNTY shall also contract with a local, licensed laboratory service provider to perform laboratory work, including all STAT work. The COUNTY may perform "waived" tests under the Clinical Laboratory Inspection Act on-site. Routine lab work will be the responsibility of MDOC~~, however, lab work costing over $100.00 (One Hundred Dollars) per test needs prior approval~~.

(5) Medications

The COUNTY shall obtain prescribed medication from its contract provider or the Department's provider. Prescribed medications shall be billed directly to the Department. Over-the-counter and day-to-day medical supplies will be part of the per diem.

~~(a) As part of the per diem, the COUNTY shall provide medications, both prescribed and over-the-counter and supply documentary materials as part of the per diem and personnel to administer and account for medications in keeping with the Department's drug formulary and with the Montana Nurse Practice Act and Board of Pharmacy regulations. The COUNTY 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.~~

(b) The COUNTY 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 inmates receiving medication, and identification of the staff member distributing such medication. ~~The cost of all medications, both prescribed and over the counter, will be the COUNTY'S responsibility as part of the per diem.~~

~~(6) Health Education~~

(a) ~~The COUNTY shall provide health education to all inmates on topics including, but not limited to, hygiene, nutrition, physical fitness, stress management, drug and alcohol addiction, and treatment and prevention of sexually transmitted diseases including HIV. The COUNTY shall provide health education on a rotating twelve (12) month curriculum schedule to comply with this section. At the Department's request, the curriculum shall be provided to the Department's Medical Director for review and approval. Reference DOC Policy 4.5.24 – Offender Health Promotion and Disease Prevention. The cost of health education is the COUNTY'S financial responsibility as part of per diem.~~

(7) OSHA Compliance

(a) The COUNTY 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 the COUNTY'S responsibility.

(8) Health Screening

(a) The COUNTY shall perform a health screening upon inmate arrival and a ~~full~~ minimal health assessment at the facility within fourteen (14) days of arrival of each inmate~~, unless the inmate received a Department physical within the previous (6) months~~. The ~~COUNTY agrees~~ MDOC Medical Director, or designee, shall determine whether to continue treatment and medications received by each inmate without interruption. The COUNTY shall keep all individual health records current at all times~~,~~ and shall provide a complete copy of the health record when the COUNTY returns an inmate to the Department.

~~(b) The Department shall provide a transfer summary of the medical record and will provide the COUNTY with additional information as clinically indicated and required. Whenever possible, these records will accompany the inmate to the facility.~~

(c) ~~The COUNTY agrees that health care personnel will review each inmate's medical records within twenty four (24) hours of the inmate's arrival. Additionally, The COUNTY agrees that at least one individual from the health care personnel pool will participate in the inmate classification process to ensure that no inmate is assigned work or housing placement contraindicated by the inmate's medical condition.~~

(d) ~~Cost of health screening and assessment is the COUNTY'S responsibility as part of the per diem.~~

(e) The cost of medical and mental health evaluations such as would be received at MSP reception, or that would be required for transfer to Pre-Release or Boot Camp are not included in the per diem rate. That additional cost is the responsibility of the Department.

(9) Sick Call

(a) The COUNTY shall ensure that facility health care staff triage inmate health care complaints daily.

(b) The COUNTY must provide nursing assessment to inmates in general housing no less than five (5) days per week.

(c) The COUNTY shall require health care personnel to assess inmates in administrative or disciplinary segregation for suitability in such placements. All inmates in segregation shall be provided the opportunity to request and receive health care seven (7) days per week.

(d) The COUNTY shall ensure that appropriate referrals to a Physician will be made when clinically indicated.

(e) Cost of services set forth in this subsection (9) are the COUNTY'S responsibility as part of per diem, however costs of any referral are the responsibility of MDOC.

(10) Off-site Security and Transportation

(a) ~~The COUNTY~~ MDOC shall be responsible for costs of all transportation of inmates to off-site health service facilities, including ambulance~~, and costs for such transportation is included within the per diem rate~~. ~~The COUNTY~~ MDOC is ~~also~~ responsible for ~~providing~~ the cost of an appropriate level of security for all off-site medical treatments/admissions. ~~The costs for the first eight (8) hours of security will be the responsibility of the COUNTY. The Department will be responsible for the costs of security for all hours, or partial hours, thereafter.~~

(11) Staffing & Equipment

(a) The COUNTY shall provide adequate numbers of trained staff and equipment to provide health care in accordance with community ~~and National~~ standards. The COUNTY 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 COUNTY.

(12) Informed Consent

(a) The COUNTY shall obtain and document informed consent for health care and treatment of inmates by health care staff consistent with DOC Policy 4.5.31 – Informed Consent. The COUNTY must also ensure that inmates have the right to refuse treatment consistent with DOC Policy 4.5.32 – Right to Refuse Medical Treatment. Any cost ~~are~~ is ~~the Counties~~ MDOC responsibility.

(13) Suicide

(a) The COUNTY shall implement a suicide prevention and management program. Inmates that the COUNTY identifies as "at risk" for suicide must be appropriately managed to prevent harm to both the inmate and to others. The cost of the program shall be borne by the County. The cost of any professional referral shall be the responsibility of MDOC.

(14) Notification of Next of Kin

(a) The COUNTY shall adopt policies and procedures providing for the prompt notification of an inmate's next of kin and the 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. The cost will be the COUNTY'S responsibility.

~~(15) Continuous Quality Improvement~~

~~(a) The COUNTY shall provide a Continuous Quality Improvement program which requires monthly reports to the Department's Medical Director relative to findings, actions, and assessments pertaining to the provision of health care services within the Facility. Monthly reports will be provided to MDOC Medical Director and will include:~~

~~1) Number of nursing contacts.~~
~~2) Number of provider contacts.~~
~~3) Number of outside referrals.~~
~~4) Inmate name, medication, and number of prescriptions per inmate.~~
~~5) Timeliness of sick call, triage and evaluation by discipline (Nursing, Mid-Level, M.D.).~~
~~6) Number of transports to hospital or outside provider.~~
~~7) Number of admissions to hospital with diagnosis.~~
8) ~~Number of emergency room visits with diagnosis.~~

(16) Medical Costs

(a) ~~All on-site medical care will be part of the per diem and will include the full scope of primary care, i.e. family practice, general practice or internal medicine, including minor surgery such as skin biopsies, suturing of lacerations and ingrown toenails. The Department's Medical Director may be consulted as to whether or not the service is within the scope of primary care. The Medical Director's decision as to scope of primary care is final.~~ The COUNTY is only responsible for medical care costs specifically identified as the COUNTY responsibility in this Contract. MDOC is responsible for all other medical costs.

(b) All non-emergency medical, surgical or diagnostic services, or durable medical equipment or supplies costing over $250.00 will require prior approval from the Medical Director/designee and/or Medical Review Panel (MRP). Failure of the COUNTY to receive prior approval will result in the COUNTY being solely responsible for the costs. Cost of all off-site care is the responsibility of MDOC.

(c) Emergency cases do not need prior approval for the initial assessment. However, the ~~health Services Department~~ MSP Infirmary Administrator or Medical Director at MDOC must be notified within 72 hours of the incident. ~~BCBS/Managed Care Montana must be notified of all emergency inpatient admissions (over 24 hours) on the next working day following the admission by calling 1-800-635-5271.~~

~~(d) All billed services must comply with Blue Cross Blue Shield of Montana (BCBS) requirements.~~

(e) ~~An approval number will be given to pre-authorized services and must accompany billing.~~

(f) ~~All services identified as an MDOC cost responsibility must be billed to BC/BS with appropriate billing information, e.g. A0 #, Name, Date of Birth, Diagnosis, Procedural Code, and pre-authorization code number. The COUNTY shall NOT submit billings for services that are the COUNTY'S responsibility.~~

(16A) Exceptions to subsection 16 – Medical Costs

(a) ~~The Department shall be solely responsible for the treatment costs associated with HIV/AID's related illnesses (e.g., Karposi's Sarcoma, Pneumocystis Pneumonia). This section, however, should not be construed to include other disease states not typically considered as AID's related.~~

(b) ~~The COUNTY is solely responsible for all health care expenses resulting from the negligence or willful misconduct of the COUNTY, its subcontractor(s), or any of the COUNTY'S officers, agents, volunteers or employees.~~

(c) 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 inmate who dies in the custody of the Facility.

(d) ~~Upon a request by the Montana Board of Pardons, the COUNTY will arrange for psychological assessments as required. The Department shall be responsible for the cost of such assessments.~~

B. Medical Services

~~(1) Continuity of Care~~

~~(a) The COUNTY shall address and provide continuity of care for inmates with chronic illness through regular follow-up consultation and, when appropriate, treatment. Chronic illness includes, but is not limited to, diabetes, pulmonary diseases,~~

~~cardiovascular diseases, hypertension, seizures, TB treatment/prophylaxis and infectious diseases. The costs associated with providing continuity of care are the COUNTY'S responsibility. This is only primary care onsite and does not mean specialty consultations when they are indicated.~~

~~(2) Diagnostic Exams Costs~~

~~(a) The COUNTY shall receive prior approval for non-emergent diagnostic tests (other than lab) costing more than $250 per test. Failure of the COUNTY to receive prior approval will result in the COUNTY being solely responsible for the costs.~~

~~(b) The COUNTY shall provide radiological and interpretive services for plain film. All other diagnostic tests are the responsibility of the Department. Procedures or services, including interpretation costing less than $250.00, will be the responsibility of the COUNTY as part of the per diem rate.~~

(3) Vision Exams

(a) ~~Inmates may request and shall be offered a complete vision exam with appropriate refraction every two years. Inmates diagnosed with Diabetes shall receive a vision exam annually. Optical services must be coordinated with MDOC and receive prior approval. The cost of optical services will be an MDOC responsibility. However, the MDOC reimbursement rate is the standard Medicaid schedule and is the maximum amount to be paid to the service provider for an examination or eyeglasses.~~ Vision services shall not be provided. Any exception will be at the cost of MDOC.

C. Mental Health

(1) Emergency Mental Health Services

(a) The COUNTY shall have the capability, and when clinically indicated, will provide 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 inmate from causing injury to the inmate's self or others. The Department is responsible for the cost of all mental health services.

(2) Costs of Mental Health Services

~~(a) The COUNTY~~ MDOC may provide mental health services off-site and MDOC shall be responsible for all costs, on-site or off-site, including transportation and security. ~~This does not include actual mental health hospital admission costs that are the responsibility of the Department.~~

~~(3) Treatment Plan~~

(a) ~~The COUNTY shall ensure that any inmate identified as suffering from mental illness receives the appropriate mental heath treatment. The inmate must receive a mental health treatment plan developed with a psychiatrist's or physician knowledgeable in the prescribing of psychotropic medication's. The prescribing of medication should only occur when indicated and when other interventions have failed. The treatment plan must be reviewed every ninety (90) days.~~

(4) Physical Restraints

(a) Physical restraints [for medical purposes] shall only be used by order of a physician after less restrictive measures have been unsuccessful. Restraints are to be used only to prevent immediate harm to self or others.

(5) Segregation

(a) Inmates placed in segregation and suspected of suffering from a mental illness shall have the placement determination reviewed by a mental health professional within twenty-four (24) hours. ~~The COUNTY~~ MDOC shall also provide inmates in segregation with regular contact from a mental health professional.

D. Dental Services

(1) Type of Service

(a) The COUNTY shall ~~provide~~ make emergency dental services available. ~~based on routine, preventive care. Routine care shall include; Exams (including x-rays), all non-surgical treatment (cleaning for treatment of gum disease), operative dentistry (fillings, single tooth extractions, restorations, and non-surgical periodontal therapy including scaling and root planing). All services shall be performed by properly licensed personnel – either on-site or off-site.~~ All dental services must be pre-approved by the Department. The cost of all dental services will be the responsibility of the Department.

~~(2) Treatment Plans~~

~~(a) The COUNTY shall provide dental services in accordance with DOC policy 4.5.26 – Dental Services. The COUNTY shall ensure that each inmate is provided a comprehensive dental treatment plan including prioritization of needs, counseling on oral hygiene, and identification of conditions.~~

~~(b) All routine dental care will be provided at the COUNTY'S expense according to guidelines for care as outlined by the Department's Dental Director (see Sec. 20, D – Dental Services, part 1 above) as part of the per diem.~~

(c) ~~All non-routine dental care will be provided by the COUNTY and billed to the STATE. The cost of non-routine dental care – which includes but is not limited to, oral surgery and dentures – is the responsibility of the State. Non-routine dental care will require prior approval from the State Health Services Bureau. Failure of the COUNTY to receive prior approval will result in the COUNTY being solely responsible for the costs.~~

~~**E. Budgetary Consideration - Health Care Services**~~

~~(1) Budgetary reconsideration will be made every two years for medical/dental/mental health services. The County will be responsible to provide objective data to support requests for legislative appropriations for health care services.~~

(2) ~~Per Diem Health Care Cost will be re-evaluated every two (2) years and compared to national health care cost trends.~~

SECTION 21 - ACADEMIC, COUNSELING & RECREATIONAL PROGRAMMING

~~In order to provide a continuum of services for inmates, the COUNTY shall provide academic and counseling programs comparable to those offered at Montana State Prison. The programs to be offered by the COUNTY require review and approval by the Department prior to implementation.~~ All academics and counseling required for inmates shall be provided by MDOC.

~~A. ACADEMIC~~

~~The COUNTY shall provide academic services that include the following curriculum model – with placement based upon TABE scores:~~

- ~~Adult Basic Education (3.5 – 7.9)~~
- ~~Basic Literacy (3.5 – 7.9)~~
- ~~GED (8.0 – 11.9)~~

~~Inmates falling below 6.0 grade level on the TABE test require mandatory education.~~

~~The COUNTY shall provide Academic programs in accordance with the following:~~

- ~~All teachers must be certified.~~
- ~~Minimum of one (1) FTE teacher shall be on staff.~~
- ~~Re-testing of the inmate will be conducted at least every six months to show progress.~~
- ~~Academic programs must involve an average of 12 inmates at any given time, with the understanding that number may vary according to need.~~
- ~~Academic programs must be provided five days a week, Monday through Friday, with the exception of holidays. At least two sessions shall be offered each day. Each programming session shall last for a period of 3 hours.~~

~~B. COUNSELING~~

~~The content of counseling programs shall be comparable with those offered by the Department and those required by the courts and the Board of Pardons. Counseling programs shall include, at a minimum, the following:~~

~~1) Cognitive Restructuring~~

~~The COUNTY shall provide a Cognitive Restructuring Treatment Program in accordance with the following:~~

- ~~Two separate groups composed of a minimum of 4 and a maximum of 10 inmates per group.~~
- ~~1 – 2 facilitators per session.~~
- ~~Each group will meet at least once per week.~~

~~2) Anger Management~~

~~Anger management/Dispute Resolution programming will be provide for appropriate inmates, in accordance with the following:~~

- ~~One group composed of a minimum of 4 and a maximum of 10 inmates.~~
- ~~The group will meet once a week, until the program is completed.~~

~~3) Sex Offender Programming (SOP)~~

~~The Sex Offender Program will use a cognitive – behavioral approach and adhere to Montana Sex Offender Treatment Association (MSOTA) standards when providing treatment. The program shall have the following components:~~

- ~~Assessment: ABLE – computerized program for assessment purposes, as needed.~~
- ~~SOP I – Each group will meet a minimum of once per week until the program is complete. Each group will have 1 to 2 facilitators per session. Each group will be composed of a minimum of 8 offenders and a maximum of 12 offenders.~~
- ~~SOP II – Each group will meet a minimum of once per week until the program is complete. Each group will have 1 to 2 facilitators per session. Each group will be composed of a minimum of 8 offenders and a maximum of 12 offenders.~~
- ~~TIER Assessment: For release purposes, done in conjunction with the Court.~~
- ~~Polygraph Testing: Polygraphs may be requested upon completion of SOP I; if in denial in a group, and sometimes prior to release. Testing costs will be billed directly to the Department.~~
- ~~1.5 FTE Sex Offender Therapists – Masters Degree level – MSOTA or ASTA certified.~~

~~4) Chemical Dependency Treatment~~

~~The Chemical Dependency Programming will use a cognitive – behavioral approach treatment model. At least 20 total inmates will be enrolled in the continuum of care. The continuum of care should include a 16 week program for primary and relapse treatment and up to indefinite on aftercare. The following components are the minimum standards to be used.~~

~~*a. Relapse Prevention*~~

- ~~One individual weekly session as needed.~~
- ~~Average of 4 hours per week per individual offender in relapse.~~
- ~~16 week program for relapse, indefinite for aftercare.~~

~~*b. Primary treatment*~~

- ~~One individual weekly session as needed.~~
- ~~Two, 2 hour groups per week to average 4 hours per week per individual offender.~~
- ~~16 week program.~~
- ~~One program will be directed to Native Americans if the offender population warrants.~~

~~C. While any inmate is housed at the Facility, the COUNTY shall provide sufficient counseling resources and personnel to ensure that any court-ordered counseling requirements for the programs listed herein may be completed prior to the initial parole eligibility date of the inmate - provided that the inmate is placed in the facility in a timely manner which permits programming to occur.~~

D. RECREATION ~~AND HOBBY~~

The COUNTY must provide adequate opportunities for physical exercise. Recreational programs shall include indoor and outdoor activities. The type, frequency, and level of activities must meet ACA Standards. ~~The COUNTY must establish and operate a hobby program consistent with ACA Standards. In addition, the COUNTY must establish a hobby policy that generally conforms to MSP policy.~~

E. RELIGIOUS ACTIVITIES

The COUNTY must provide religious programs and activities for inmates in accordance with ACA Standards.

SECTION 22 - INMATE WORK AND PAY

Inmates ~~shall~~ 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 inmate. ~~Inmate workers must receive pay comparable to that received by State inmates housed in other Department facilities consistent with DOC Policy 4.7.12 – Adult Offender Participation in a Community Work Program and MSP Policy 5.1.102 – Forced Labor.~~ Funds for institutional workers pay are included in the per diem rate as set forth in Section ~~V~~5. ~~Payment to inmates employed in the MCE industries programs will be the responsibility of MCE.~~

SECTION 23 - INMATE ORIENTATION

The COUNTY shall provide orientation to inmates 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. Inmate orientation must be conducted within one week after arrival at the Facility and must be documented by employee and inmate signatures. The COUNTY 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 the COUNTY and MDOC. The COUNTY may accept one set of street clothes for a prisoner expected to release from MCDF.

SECTION 24 – INMATE MAIL, TELEPHONES, AND VISITATION

A. Unchanged

B. The COUNTY must provide physical space, furniture, equipment and supervision for ~~contact and~~ non-contact visitation ~~in accordance with MSP Policy 5.4.4 – Inmate Visiting~~. The Facility may modify time limits~~,~~and frequency~~, and contact visits~~.

SECTION 25 - INMATE RIGHTS

A. GRIEVANCE PROCEDURES

The COUNTY must ~~adopt and~~ implement a grievance procedure using ~~MSP~~DOC Policy 3.3.3 - Inmate Grievance Procedure as a guideline. ~~The COUNTY must provide the Departments' on-site monitor with copies of all inmate grievances monthly, along with statistical information on number and type of grievances received, as required by the Department.~~ The final appeal for all inmate grievances shall be made to the Department's ~~Contract Placement Bureau Chief or his~~ designee.

B. DISCIPLINE

The COUNTY must adopt and implement a discipline policy using ~~MSP~~DOC Policy 3.4.1 - Institutional Discipline as a guide. Disciplinary offenses and penalty codes must be posted in each inmate living area and other appropriate areas accessible by inmates. ~~On a weekly basis, the COUNTY must provide the Department with copies of all documentation concerning Severe and Major disciplinary actions taken by the COUNTY against inmates. On a monthly basis, the COUNTY shall also provide statistical information on the number and types of disciplinary reports and their dispositions.~~ The Department shall have final authority to approve, amend, or disapprove severe level disciplinary actions by the COUNTY.

The COUNTY may, in conjunction with disciplinary proceedings, make recommendations for the forfeiture of good time credits to the Department. The decision to forfeit good time credits is at the sole discretion of the Department.

C. LEGAL ASSISTANCE

The COUNTY must provide inmates with ~~assistance in accessing the courts~~ forms for ~~The COUNTY shall make provisions to assist inmates in the drafting and~~ filing of complaints, post-conviction petitions, sentence review applications, notices of appeal, and habeas corpus petitions. ~~The COUNTY shall make Montana Supreme Court opinions available to inmates in the Facility.~~

SECTION 26 - INMATE TELEPHONES/COMMISSIONS

A. The COUNTY must contract with a telephone service provider to provide coin-less, collect telephone service to the State inmate population. The telephone service contract must be submitted to the Department for its review and approval prior to acceptance by the COUNTY. Rebates/commissions or other compensation received by the COUNTY from the telephone service provider must be directed to ~~a separate Inmate Welfare Fund account~~ MDOC's Fiscal Bureau in Helena. Copies of source documentation supporting said rebates/commissions must be available for Department review.

~~B. Monies received from use of State inmate phones must be deposited in a separate account and utilized for inmate rehabilitative needs, in conformity with the Montana State Prison Inmate Welfare Fund. The State shall have final authority to approve or disapprove use of the funds in this account.~~

C. The selected service provider shall allow the COUNTY the ability to monitor and record inmate 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 inmate may access.

SECTION 27 - CANTEEN

The COUNTY must make canteen items available to inmates. ~~To the extent possible,~~ Tthe County ~~should attempt to provide canteen items and pricing similar to Montana State Prison~~ is responsible for determining the pricing of canteen items. The COUNTY must provide suitable space, utilities and equipment to support canteen operations. ~~Separate financial records and accounts must be maintained by the COUNTY for all canteen business. The Facility commissary/canteen system must interface with the facilities inmate banking system.~~ The COUNTY is responsible for all programming costs, including security costs, and all communication links. ~~All profits above day to day operational costs from the canteen operation must be deposited in the separate Inmate Welfare Fund account and used as defined in Sec. 26, part B. of this contract. Quarterly financial statements - balance sheet and income statement - of the canteen operation, including County and subcontractor if applicable, must be made available to the State's Contract Monitor no later than the last day of the next month. The COUNTY is responsible for providing necessary administration services to the canteen operation. Canteen operations must be audited annually by a Certified Public Accounting firm or by County auditors. The expense of the annual audit of the canteen will be borne by the canteen.~~

SECTION 28 - CLASSIFICATION AND TRANSFER

A. Inmates to be transferred to the Facility ~~may~~ will be assigned ~~a custody classification by the Department or, by the COUNTY in consultation with the Department. The COUNTY must utilize MSP Policy 4.2.1 – Inmate Classification Procedures and DOC Policy 4.2.2 - Special Needs Offenders, as well as, other relevant classification and housing policies, as developed. The COUNTY has no authority to transfer, discharge, or release an inmate without the prior written approval of the Department. The Department has final authority with respect to any placement, transfer, discharge, or release decision.~~ housing based on program and custody needs by the COUNTY'S housing assignment officer and the Department's representative.

B. Unchanged

~~C. Inmates placed in the Facility may not be reduced to a classification of lower risk unless mutually agreed to by the Department and the COUNTY consistent with the policies and procedures of the Department. The COUNTY will be required to perform a custody reclassification review every six (6) months. The COUNTY shall provide the Department with a summary of reclassification decisions on a monthly basis.~~

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

E. Unchanged

F. ~~The COUNTY~~ MDOC shall be responsible for providing all necessary services related to the discharge of an inmate, including but not limited to, arranging transportation, property removal, and provision of suitable clothing ~~and the payment of "gate money",~~ as provided in 53-30-111, MCA. ~~The Department will reimburse the COUNTY for gate monies paid pursuant to the procedure set forth in Section 5, Billing, Payment, and Compensation.~~

SECTION 29 - COMMUNICATIONS

A. Unchanged

B. DAILY OPERATIONAL REPORTS

The daily operations form (supplied by the 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, inmate on inmate assaults, inmate on staff assaults, contraband seizures, and daily counts~~, and urinalysis reports~~. Daily reports completed by the facility shall be electronically ~~transferred~~ transmitted to the ~~on-site monitor and the Contract Placement Bureau or, at the request of the Contract Placement Bureau Chief, faxed to the Contract Placement Bureau~~ MDOC representative.

C. Additional reports requested by the Department will be immediately faxed to ~~the Contract Placement Bureau~~ the MDOC designee.

D. Unchanged

E. COUNTS

Any count changes at the facility will be reported to the ~~on-site contract monitor and, as requested, the Contract Placement Unit in Deer Lodge~~ the Department at the time of the count change. Count changes include: inmates 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 inmate(s) name and AO number that was moved.

F. Unchanged

G. The Department Liaison for this Section will be ~~the Contract Placement Bureau Chief~~ designated by MDOC.

SECTION 30 - INDIGENT INMATES

The COUNTY shall provide indigent inmates with personal health and welfare items ~~in accordance with DOC Policy 4.4.1 – Offender Hygiene~~. The COUNTY shall provide indigent inmates with postage for mailing legal materials ~~in accordance with DOC Policy 3.3.2 – Offender Legal Activities~~.

SECTION 31 - FURNISHINGS, FIXTURES, AND EQUIPMENT

~~A.~~ The COUNTY shall maintain and replace all FF&E (Equipment over $5,000.) utilized for the operation of the State portion of the Facility. The Department will be billed its mutually agreed upon share of the cost at the time of replacement. Items replaced pursuant to this section shall not be included in the depreciation schedule used to determine per diem.

B. Unchanged

SECTION 32 - LIAISONS

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

A. The Contact Persons for the Department are:

Operational Issues:	~~On-site Contract Monitor/Contract Placement Bureau Chief~~ 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 the COUNTY are:

Operational Issues:	Facility Administrator
Contract Issues:	Sheriff
Notice/Litigation:	County Attorney

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.

SECTION 41 - COMPLIANCE WITH APPLICABLE LAWS

A. At all times during the performance of its obligations of this Contract, the COUNTY shall strictly adhere to all applicable Department of Corrections Policies, ACA and NCCHC Standards, local, state, and federal laws and regulations. The COUNTY 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. The COUNTY 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 the COUNTY fails to comply with the terms of this Contract and the Department has given two (2) consecutive thirty-day written notices specifying the manner in which the COUNTY has failed to comply, then the Department may, upon giving a third notice, withhold 2% of the monthly per diem until the deficiency is corrected. The COUNTY 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.

~~SECTION 43 - MONTANA-MADE GOODS~~

~~The COUNTY must use Montana-made goods if they are comparable in price and quality to goods manufactured outside of Montana, as required by 18-1-112, MCA.~~

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

SIGNATURES

DEPARTMENT

Bill Slaughter, Director
Department of Corrections

Date 10/3/02

Judy Martz, Governor
State of Montana

Date 10/10/02

Approved for Legal Content by:

Diana Leibinger Koch
Legal Counsel
Department of Corrections

Date 10/3/02

COUNTY

Jean Curtiss
Missoula County Commissioner

Date 11-06-02

Bill Carey
Missoula County Commissioner

Date 11-06-02

Barbara Evans
Missoula County Commissioner

Date 11-06-02

Michael R McMeekin
Missoula County Sheriff

Date 11/07/2002

Vicki M Zeier
Missoula County Clerk & Recorder

Date 11-06-02

Michael A Sehestedt
Legal Counsel
Missoula County

Date 11-06-02

Appendix 1

Missoula County Detention Facility

STAFFING PATTERN

MISSOULA COUNTY DETENTION FACILITY

POST	DAYS	8-HR	10-HR	10-HR	12-HR	12-HR	RELIEF	TOTAL
			EARLY	LATE	DAY	NIGHT	FACTOR	
BOOKING	7				2	2	2.63	10.52
MASTER CONTROL #1	7				1	1	2.63	5.26
MASTER CONTROL #2	5	1					1.25	1.25
BROADWAY ROVER	7				1	1	2.63	5.26
UNIT 1 CONTROL	7				1	1	2.63	5.26
UNIT 1 - FLOOR #1	7				1	1	2.63	5.26
UNIT 1 - FLOOR #2	7				1		2.63	2.63
UNIT 2 CONTROL	7				1	1	2.63	5.26
UNIT 2 - FLOOR #1	7				1	1	2.63	5.26
UNIT 2 - FLOOR #2	7				1		2.63	2.63
UNIT 3 CONTROL	7				1	1	2.63	5.26
UNIT 3 FLOOR	7		1	1			2.19	4.38
RELIEF OFFICER	7				1		2.63	2.63
VISITATION / COURT	7	1					1.75	1.75
TRANSPORT	5	2					1	2
Classification/*MOVEMENT*	5	2					1	2
HEARINGS	5	1					1	1
TOTAL FTE OFFICERS FOR ADULT DETENTION AND CORRECTIONS:					**67.61**	**EMPLOYEES REQUIRED:**		**68**
UNIT 6 CONTROL	7		1	1			2.19	4.38
UNIT 6 - FLOOR #1	7		1	1			2.19	4.38
UNIT 6 - FLOOR #2	7	2					1.75	3.5
UNIT 6 ROVER	5	2					1.25	2.5
UNIT 6 - UTILITY #1	5	1					1.25	1.25
UNIT 6 - UTILITY #2	2		1				0.5	0.5
TOTAL FTE OFFICERS FOR JUVENILE DETENTION:					**16.51**	**EMPLOYEES REQUIRED:**		**17**
NURSING STAFF	7	2					1.75	3.5
KITCHEN STAFF	7	2					1.75	3.5
MAINTENANCE	5	2					1	2
RECEPTION / RECORDS	7	3					1	3
COMMISSARY	5	1					1	1
LIBRARIAN	5	1					0.5	0.5
TOTAL FTE FACILITY SUPPORT PERSONNEL:					**13.5**	**EMPLOYEES REQUIRED:**		**15**

SHIFT COMMANDER	7				2	2	1	4
UNIT MANAGER-STATE	5	1					1	1
UNIT MANAGER-COUNTY	5	1					1	1
UNIT MANAGER-JUV.	5	1					1	1
NURSING SUPERVISOR	5	1					1	1
KITCHEN MANAGER	5	1					1	1
FACILITY MANAGER	5	1					1	1
TRAINING OFFICER	4		1				1	1
OFFICE MANAGER	5	1					1	1
ASSISTANT ADMINISTRATOR	5	1					1	1
ADMINISTRATOR	5	1					1	1
TOTAL FACILITY MANAGEMENT STAFF:								**14**
~~COURT LIAISON~~	~~5~~	~~1~~						~~1~~
TOTAL COUNTY EMPLOYEES:								~~115~~114

POST	DAYS	AFFILIATION		TOTAL
MEDICAL DIRECTOR	2.5	Annual contract with Missoula County		1
~~CONTRACT MONITOR~~	~~5~~	~~State employee - Montana Dept. of Corrections~~		~~1~~
~~CASE MANAGER~~	~~5~~	~~Missoula Correctional Services contract with Missoula Co.~~		~~1~~
~~SEX OFFENDER TREATMENT~~	~~2.5~~	~~Annual contracts with Montana Dept. of Corrections~~		~~2~~
~~CHEMICAL DEPENDENCY~~	~~5~~	~~Missoula Correctional Services contract with Missoula Co.~~		~~2~~
~~TEACHER - ADULT EDUCATION~~	~~5~~	~~Missoula Correctional Services contract with Missoula Co.~~		~~1~~
INSTITUTIONAL PROBATION & PAROLE	5	State employee - Montana Dept. of Corrections		~~1~~ 4
TEACHER - JUVENILE UNIT	5	Missoula County Public Schools contract with Missoula County		1
~~MENTAL HEALTH COUNSELOR~~	~~2.5~~	~~Annual contract with Western Montana Regional Mental Health Center~~		~~1~~
JUVENILE EDUCATION CLERICAL SUPPORT	2.5	Missoula County Public Schools contract with Missoula County		1
~~MRT FACILITATORS~~	4	~~Missoula Correctional Services contract with Missoula Co.~~		4
~~STATE INDUSTRIES SUPERVISOR~~	~~1~~	~~State employee - Montana Dept. of Corrections~~		~~1~~
TOTAL FACILITY CONTRACT STAFF:				~~17~~ 7
TOTAL FACILITY STAFFING:				~~132~~121

RELIEF FACTOR FORMULAS: COUNTY

24hr/7days	5.25
12hr/7days	2.63
8hr/7days	1.75
8hr/5days	1.25
8hr/ 1day	.25

CONTRACT AMENDMENT
CONTRACT #DIR-01-001-0-MCDF

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Avenue, Helena, Montana 59620-1301 and **Missoula County Detention Facility (CONTRACTOR)** 2340 Mullan Road, Missoula, Montana 59808 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of November 28, 2000 and Sections 46 and 48 of the Contract provide that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree as follows:

The following Sections are amended to read (new language underlined, old language interlined):

SECTION 5 - BILLING, PAYMENT, AND COMPENSATION

A. Unchanged

B. Unchanged

C. PER DIEM

1. The Department shall pay the COUNTY the per diem charge for each day or part of a day, including the first day but not the last day, in which an inmate is housed at the Facility.

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

3. MDOC guarantees minimum payment at the mutually agreed rate for 122 inmates per day (85% of 144 beds) regardless of the actual number of inmates in the facility. In the event beds are available in the state unit, which are not required by MDOC programs, the COUNTY may, with consent of MDOC, seek other users for beds in the state unit.

4. In consideration of the mutual covenants and promises set out herein, the Department will pay the COUNTY a per diem rate as follows:

   ~~a) For the contract period beginning July 1, 2002 and ending September 30, 2002, the rate of per diem will be $45.49 per inmate, per day.~~

   b) For the contract period beginning ~~October~~ July 1, ~~2002~~ 2005, the rate of per diem shall be ~~$43.88~~ $44.76 per inmate, per day until a new per diem rate is negotiated in accordance with this agreement.

5. The per diem rate shall be negotiated annually and shall become effective upon a mutually agreeable date. The annual renegotiation of the per diem rate shall begin no later than April 1 of each year and the parties agree to negotiate in good faith with the goal of establishing a new per diem for the ensuing Fiscal Year no later than July 1. Either party may invoke the Dispute Resolution Provisions set out in Section 47 of this Agreement if agreement on a renegotiated per diem rate has not been reached by July 1 in any given year.

SIGNATURES

DEPARTMENT

Bill Slaughter, Director
Department of Corrections

4/13/06
Date

Brian Schweitzer, Governor
State of Montana

4/19/06
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

4/12/06
Date

COUNTY

Missoula County Commissioner
Bill Carey, Chairman

05/03/2006
Date

Missoula County Commissioner
Barbara Evans

05/03/2006
Date

Missoula County Commissioner
Jean Curtiss

05/03/2006
Date

Missoula County Sheriff

04/27/2006
Date

Missoula County Clerk & Recorder

05/03/2006
Date

Legal Counsel
Missoula County

05/03/2006
Date

CONTRACT AMENDMENT
CONTRACT #DIR-01-001-0-MCDF

THIS CONTRACT AMENDMENT (**Amendment #4**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Avenue, Helena, Montana 59620-1301 and **Missoula County Detention Facility (CONTRACTOR)** 2340 Mullan Road, Missoula, Montana 59808 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of November 28, 2000 and Sections 46 and 48 of the Contract provide that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree as follows:

The following Sections are amended to read (new language underlined, old language interlined):

SECTION 5 - BILLING, PAYMENT, AND COMPENSATION

A. Unchanged

B. Unchanged

C. PER DIEM

1. The Department shall pay the COUNTY the per diem charge for each day or part of a day, including the first day but not the last day, in which an inmate is housed at the Facility.

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

3. MDOC guarantees minimum payment at the mutually agreed rate for 122 inmates per day (85% of 144 beds) regardless of the actual number of inmates in the facility. In the event beds are available in the state unit, which are not required by MDOC programs, the COUNTY may, with consent of MDOC, seek other users for beds in the state unit.

4. In consideration of the mutual covenants and promises set out herein, the Department will pay the COUNTY a per diem rate as follows:

   a) For the contract period beginning July 1, ~~2005~~ 2006, the rate of per diem shall be ~~$44.76~~ $45.66 per inmate, per day until a new per diem rate is negotiated in accordance with this agreement.

5. The per diem rate shall be negotiated annually and shall become effective upon a mutually agreeable date. The annual renegotiation of the per diem rate shall begin no later than April 1 of each year and the parties agree to negotiate in good faith with the goal of establishing a new per diem for the ensuing Fiscal Year no later than July 1. Either party may invoke the Dispute Resolution Provisions set out in Section 47 of this Agreement if agreement on a renegotiated per diem rate has not been reached by July 1 in any given year.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Department of Corrections

10-18-06
Date

Brian Schweitzer, Governor
State of Montana

10/31/06
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

10-18-06
Date

COUNTY

Missoula County Commissioner

11/06/2006
Date

Missoula County Commissioner

11/06/2006
Date

Missoula County Commissioner

11/06/2006
Date

Missoula County Sheriff

11/05/2006
Date

VICKIE M. ZEIER, Missoula County Clerk
By DEPUTY
Missoula County Clerk & Recorder

11-6-06
Date

Legal Counsel
Missoula County

11/8/2006
Date

CONTRACT AMENDMENT
CONTRACT #DIR-01-001-0-MCDF

THIS CONTRACT AMENDMENT **(Amendment #5)** is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Avenue, Helena, Montana 59620-1301 and **Missoula County Detention Facility (CONTRACTOR)** 2340 Mullan Road, Missoula, Montana 59808 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of November 28, 2000 and Sections 46 and 48 of the Contract provide that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree as follows:

The following Sections are amended to read (new language underlined, old language interlined):

SECTION 5 - BILLING, PAYMENT, AND COMPENSATION

A. Unchanged

B. Unchanged

C. PER DIEM

1. The Department shall pay the COUNTY the per diem charge for each day or part of a day, including the first day but not the last day, in which an inmate is housed at the Facility.

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

3. MDOC guarantees minimum payment at the mutually agreed rate for 122 inmates per day (85% of 144 beds) regardless of the actual number of inmates in the facility. In the event beds are available in the state unit, which are not required by MDOC programs, the COUNTY may, with consent of MDOC, seek other users for beds in the state unit.

4. In consideration of the mutual covenants and promises set out herein, the Department will pay the COUNTY a per diem rate as follows:

   a) ~~For the contract period beginning July 1, 2006, the rate of per diem shall be $45.66 per inmate, per day until a new per diem rate is negotiated in accordance with this agreement~~. Retroactive to July 1, 2006 the standard rate of per diem for General Population offenders is **$56.75** per offender, per day as agreed upon by both parties upon review of the most recent MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities submitted by COUNTY. This per diem rate will remain in effect until a new rate is submitted by COUNTY and agreed upon, in writing, by both parties in accordance with the MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities required by 53-30-507 MCA and ARM Title 20, Chapter 28 and included herein as Attachment A.

~~5. The per diem rate shall be negotiated annually and shall become effective upon a mutually agreeable date. The annual renegotiation of the per diem rate shall begin no later than April 1 of each year and the parties agree to negotiate in good faith with the goal of establishing a new per diem for the ensuing Fiscal Year no later than July 1. Either party may invoke the Dispute Resolution Provisions set out in Section 47 of this Agreement if agreement on a renegotiated per diem rate has not been reached by July 1 in any given year.~~

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Department of Corrections

1-15-08
Date

Brian Schweitzer, Governor
State of Montana

Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

1/9/08
Date

COUNTY

Missoula County Commissioner
Jean Curtiss, Chair

01/29/2008
Date

Missoula County Commissioner
Larry Anderson

01/29/2008
Date

Missoula County Commissioner
Bill Carey

01/29/2008
Date

Missoula County Sheriff
Michael R. McMeekin

01/24/2008
Date

Missoula County Clerk & Recorder
Vickie Zeier

01/29/2008
Date

Legal Counsel
Missoula County
Mike Sehestedt

01/29/2008
Date

ATTACHMENT A

Per Diem Worksheet Data Summary

(Not attached electronically)