

CONTRACT AMENDMENT NO. 2
MEDICAL SERVICES – PINE HILLS CORRECTIONAL FACILITY
BILLINGS CLINIC
CONTRACT NO. COR-SVCS-2022-0423-CSD

This CONTRACT AMENDMENT No. 2 amends the above-referenced contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Billings Clinic**, (Contractor), whose address and phone number are P.O. Box 37000, Billings, MT 59017, (406) 657-4000. This Contract is amended for the following purpose(s) (**New language underlined, deleted language interlined**):

- 1) In accordance with Section 1, of the above-referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period July 1, 2023, through June 30, 2024, per the terms, conditions, and prices agreed upon. This is the 2nd renewal, 3rd year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 10, of the above-referenced contract, entitled Defense, Indemnification/Hold Harmless, parties mutually agree to replace the previously agreed-upon language with the language as shown below:

10. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

Contractor shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Contractor's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

- 3) In accordance with Section 14, of the above-referenced contract, entitled Compliance with Laws, parties mutually agree to replace the previously agreed-upon language with the language as shown below:

14. COMPLIANCE WITH LAWS

14.1 Applicable Laws. Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In

accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

14.1 14.2 Affordable Care Act. The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

- 5) In accordance with Section 22, of the above-referenced contract, entitled Liaisons and Service of Notices, Subsection 22.1, entitled Contract Liaisons, parties mutually agree to replace the State's Liaison as shown below:

CURRENT: Heidi Obie is State's Liaison
4 N Haynes
Miles City, MT 59301
(406) 233-2205
Heidi.Obie@mt.gov

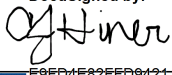
NEW: Suzie Pauley is State's Liaison
4 N Haynes
Miles City, MT 59301
(406) 444-9666
Suzie.pauley@mt.gov


Except as modified above, all other terms and conditions of Contract No. **COR-SVCS-2022-0423-CSD and Amendment #1**, remain unchanged.

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STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

Billings Clinic
P.O. Box 37000
Billings, MT 59107

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4/25/2023
E9FD4E82FFD9421...
Cynthia McGillis-Hiner (Date)
Bureau Chief
Health Services Bureau

DocuSigned by:

4/25/2023
868C99F0F246403...
Nicole Hobbs, Vice President (Date)
Operations

Approved as to Form:

DocuSigned by:

4/25/2023
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Ashley Salmon, Contracts Officer (Date)
Financial Services Bureau

Approved as to Legal Content:

DocuSigned by:

4/25/2023
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Iryna O'Connor, Legal Counsel (Date)
Legal Services Bureau

CONTRACT AMENDMENT NO. 1
MEDICAL SERVICES – PINE HILLS CORRECTIONAL FACILITY
BILLINGS CLINIC
CONTRACT NO: COR-SVCS-2022-0423-CSD

This CONTRACT AMENDMENT No. 1 amends the above-referenced contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Billings Clinic**, (Contractor), whose address and phone number are P.O. Box 37000, Billings, MT 59017, (406) 657-4000. This Contract is amended for the following purpose(s):

- 1) In accordance with Section 1, of the above-referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period July 1, 2022, through June 30, 2023, per the terms, conditions, and prices agreed upon. This is the 1st renewal, 2nd year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.


Except as modified above, all other terms and conditions of Contract No. **COR-SVCS-2022-0423-CSD** **including Amendment #1**, remain unchanged.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

Billings Clinic
P.O. Box 37000
Billings, MT 59107
FEDERAL ID # 81-0231784

DocuSigned by:

3F62E143807A42D...
Todd Boese
Managed Care Coordinator
Health Services Bureau
6/27/2022
(Date)

DocuSigned by:

868C99F0F246403...
Nicole Hobbs, Vice President
Operations
6/22/2022
(Date)

Approved as to Form:

DocuSigned by:

896C1BE4493E492...
Ashley Salmon, Contracts Officer
Financial Services Bureau
6/21/2022
(Date)

Approved as to Legal Content:

DocuSigned by:

41E915492B274F4...
Molenda McCarty, Legal Counsel
Legal Services Bureau
6/21/2022
(Date)

**MEDICAL SERVICES - PINE HILLS CORRECTIONAL FACILITY
COR-SVCS-2022-0423-CSD**

THIS CONTRACT is entered into by and between the State of Montana, **Montana Department of Corrections**, (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301, (406) 444-3930, and **Billings Clinic**, (Contractor), whose address and phone number are P.O. Box 37000, Billings, MT 59107, (406) 657-4000.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is, July 1, 2021, through June 30, 2022, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

1.2 Contract Renewal. State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in one (1)-year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of seven (7) years.

2. COST ADJUSTMENTS

2.1 Cost Adjustments Negotiated Based on Changes in Contractor's Costs. After the Contract's initial term and if State agrees to a renewal, the parties may negotiate cost adjustments at the time of Contract renewal. Any cost increases must be based on demonstrated industrywide or regional increases in Contractor's costs. State is not obligated to agree upon a renewal or a cost increase.

3. SERVICES AND/OR SUPPLIES

Contractor shall provide State the following on-site primary and preventative medical evaluation/management services to youth and adult offenders housed at Pine Hills Correctional Facility (PHCF), one (1) day per week, for not less than one (1) hour per day. In the event a licensed physician is not available, Contractor may provide a Nurse Practitioner to conduct the visits. The specific day of service will be scheduled with the PHCF Nurse Supervisor. Should Physician be unable to make the scheduled on-site visit, Contractor will inform PHCF and reschedule the visit within the same service week. If PHCF requires an additional visit during the week, PHCF staff will schedule the visit at Contractor's Miles City Health Clinic, informing the Clinic of the number of youth or adult offenders to be seen and the nature of their medical needs. The services provided by Contractor shall also include administrative off-site work such as dictation, record keeping, transcription, phone calls and the like.

4. WARRANTIES

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

Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the on-site primary and preventative medical evaluation/management services to be provided, State shall pay Contractor according to the following schedule:

5.1.1 Hourly Rates and Annual Contract Maximum. State shall pay Contractor two-hundred and 00/100 Dollars (**\$200.00**) per hour during an on-site service day, not to exceed two (2) hours of service. Additional on-site time over the initial two (2) hours will be billed at an additional one-hundred and 00/100 Dollars (**\$100.00**) per hour. The total cost annually for the services described above shall not exceed twenty-four thousand, seven hundred and 00/100 Dollars (**\$24,700.00**) per calendar year.

5.1.2 Per Diem. This rate is inclusive of all travel and per diem. State will not compensate Contractor for travel or travel time, lodging, meals, supplies, or any other expense incurred by Contractor while performing services identified within this Contract.

5.2 Withholding of Payment. Subject to provisions of Section 19, Event of Breach – Remedies, State may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, 5% of the total value of the subject statement of work or applicable contract.

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

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

6. NON-EXCLUSIVE CONTRACT

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

7. PREVAILING WAGE REQUIREMENTS

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

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with §§ 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

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

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

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

7.4 Wage Rates, Pay Schedule, and Records. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under § 18-2-423, MCA, for not less than three (3) years after the contractor's, subcontractor's, or employer's completion of work on the public works contract. Rates can be located at the following link: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>

8. ACCESS AND RETENTION OF RECORDS

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

8.2 Retention Period. Contractor shall create and retain all records supporting on-site primary and preventative medical evaluation/management services for a period of eight (8) years after either the completion date of this Contract or termination of the Contract.

9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

10. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

Contractor shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Contractor's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with Contractor's acts or omissions in the performance of duties under this Contract, except at the sole negligence of the State.

11. REQUIRED INSURANCE

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

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

11.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,000,000** per occurrence and **\$2,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Contractor represents that it will maintain, for a period of three years following the expiration of this Contract, a claims-made policy covering its activities under this Contract.

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

11.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of **\$500,000** per person (personal injury), **\$1,000,000** per accident occurrence (personal injury), and **\$100,000** per accident occurrence (property damage), OR combined single limits of

\$1,000,000 per occurrence, to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

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

11.5 Specific Requirements for Professional Liability. Contractor shall purchase and maintain coverage with combined single limits for each wrongful act of **\$1,000,000** per occurrence and **\$2,000,000** aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Contractor represents that it will maintain, for a period of three years following the expiration of this Contract, a claims-made policy covering its activities under this Contract.

11.6 Deductibles and Self-Insured Retentions. The State acknowledges that Billings Clinic's self-insured retention for the insurance requirements described in this Contract has been declared by Billings Clinic and approved by State.

11.7 Certificate of Insurance/Endorsements. A certificate of insurance indicating compliance with the required coverages has been received by Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

11.9 Specific Requirements for Cyber/Data Information Security Insurance. The Contractor shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of **\$2,000,000** per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with § 2-6-1501, MCA through § 2-6-1503, MCA. If the Contractor maintains higher limits than the minimums shown above, the State requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgements as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors. Contractor represents that it will maintain, for a period of three years following the expiration of this Contract, a claims-made policy covering its activities under this Contract.

12. LICENSURE

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

13. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

14. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

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

14.2 No Expectation of Referrals. No part of any consideration paid under this Contract is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this agreement is determined to violate applicable federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire agreement into Compliance, either party may terminate this agreement on 60 days' written notice to the other party.

15. DISABILITY ACCOMMODATIONS

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

16. REGISTRATION WITH THE SECRETARY OF STATE

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

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

17. INTELLECTUAL PROPERTY/OWNERSHIP

17.1 Title and Ownership Rights. State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by State (the “Content”), but grants Contractor the right to access and use Content for the purpose of complying with its obligations under this Contract and any applicable statement of work.

17.2 Ownership of Work Product. Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State’s ownership of any Work Product. Work product is defined as: (i) all deliverables and other materials, products, or modifications that Contractor has developed or prepared for State under this Contract; (ii) any program code, or site-related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Contract; and (iii) manuals, training materials, and documentation. Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State’s ownership of any Work Product.

17.3 Copy of Work Product. Contractor shall, at no cost to State, deliver to State, upon State’s request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of State’s request, or such expiration or termination. All information described in (i) and (ii) is collectively called the “Work Product”.

17.4 Ownership of Contractor Pre-Existing Materials. Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to State (the “Contractor Pre-existing Materials”). Contractor Pre-existing Materials are not Work Product. Contractor shall

provide full disclosure of any Contractor Pre-existing Materials to State before its use and to prove its ownership. If, however, Contractor fails to disclose to State such Contractor Pre-existing Materials, Contractor shall grant State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-existing Materials embedded in the Work Product to the extent such Contractor Pre-existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 17.2, Ownership of Work Product, or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this Contract.

18. CONTRACT TERMINATION

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

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

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

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

18.5 Right of Assurance. If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this Contract, State may demand in writing that Contractor give a written assurance of intent to perform. Contractor's failure

to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at State's option, be the basis for terminating this Contract and pursuing the rights and remedies available under this Contract or law.

19. EVENT OF BREACH – REMEDIES

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

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract;
- Beginning work under this Contract without prior State approval or breaching Section 24.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

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

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

- Terminate this Contract under Section 18.1, State Termination for Cause with Notice to Cure Requirement and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under Section 18.3, Contractor Termination for Cause with Notice to Cure Requirement, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

20. FORCE MAJEURE

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

21. WAIVER OF BREACH

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

22. CONFORMANCE WITH CONTRACT

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

23. LIAISONS AND SERVICE OF NOTICES

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

Heidi Obie is State's liaison
4 North Haynes Avenue
Miles City, MT 59301
(406) 233-2205
Heidi.Obie@mt.gov

Tracey Walker is Contractor's liaison
620 S. Haynes
Miles City, MT 59301
(406) 233-7000
TWalker5@billingsclinic.org

with a copy to:
Billings Clinic
ATTN: Legal Department
2800 10th Ave. N.
P.O. Box 37000
Billings, MT 59107-7000

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

Kristi Hernandez is State's Contract Manager
5 S. Last Chance Gulch
Helena, MT 59620-1301
(406) 444-9649
Kristi.Hernandez@mt.gov

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

23.4 Identification/Substitution of Personnel. The personnel identified or described in Contractor's proposal shall perform the services provided for State under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. State reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

24. MEETINGS

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

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

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

25. TRANSITION ASSISTANCE

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

may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

26. CHOICE OF LAW AND VENUE

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

27. TAX EXEMPTION

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

28. PERSONAL PROPERTY TAX

All personal property taxes will be paid by Contractor.

29. AUTHORITY

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

30. SEVERABILITY

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

31. PARAGRAPH HEADINGS

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

32. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

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

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

33. WAIVER

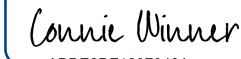
State’s waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

34. EXECUTION

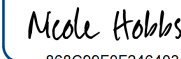
The parties through their authorized agents have executed this Contract on the dates set out below.

**STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601**

**Billings Clinic
P.O. Box 37000
Billings, MT 59107
FEDERAL ID #81-0231784**


DocuSigned by:

10/6/2021
ABDE2DF1207948A

Connie Winner, Administrator (Date)
Clinical Services Division

DocuSigned by:

10/6/2021
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Nicole Hobbs, Vice President (Date)
Operations

Approved as to Form:

DocuSigned by:

9/30/2021
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Kristi L. Hernandez, Contracts Officer (Date)
Department of Corrections

Approved as to Legal Content:

DocuSigned by:

9/30/2021
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Molenda McCarty, Legal Counsel (Date)
Department of Corrections

ATTACHEMENT A
MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2021

Effective: January 1, 2021

*Steve Bullock,
Governor State of
Montana*

*Brenda Nordlund, Acting
Commissioner Department of Labor &
Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at www.mtwagehourbopa.com or contact:

Employment Relations Division
Montana Department of Labor and
Industry P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-6543

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

Act. MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the Internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at www.mtwagehourbopa.com or contact the department at (406) 444-6543.

BRENDA NORDLUND
Acting Commissioner
Department of Labor and
Industry State of Montana

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Food Service and Cooking		17
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A. Date of Publication January 4, 2021

B. Definition of Nonconstruction Services Occupations

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

- (a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
- (b) custodial or security services for publicly owned buildings and facilities;
- (c) grounds maintenance for publicly owned property;

- (d) the operation of public drinking water supply, waste collection, and waste disposal systems;*
- (e) law enforcement, including janitors and prison guards;*
- (f) fire protection;*
- (g) public or school transportation driving;*
- (h) nursing, nurse's aid services, and medical laboratory technician services;*
- (i) material and mail handling;*
- (j) food service and cooking;*
- (k) motor vehicle and construction equipment repair and servicing; and*
- (l) appliance and office machine repair and servicing."*

C. Definition of Public Works Contract

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

D. Prevailing Wage Schedule

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

E. Rates to Use for Projects

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

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits

Section 18-2-412, MCA states:

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

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

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

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

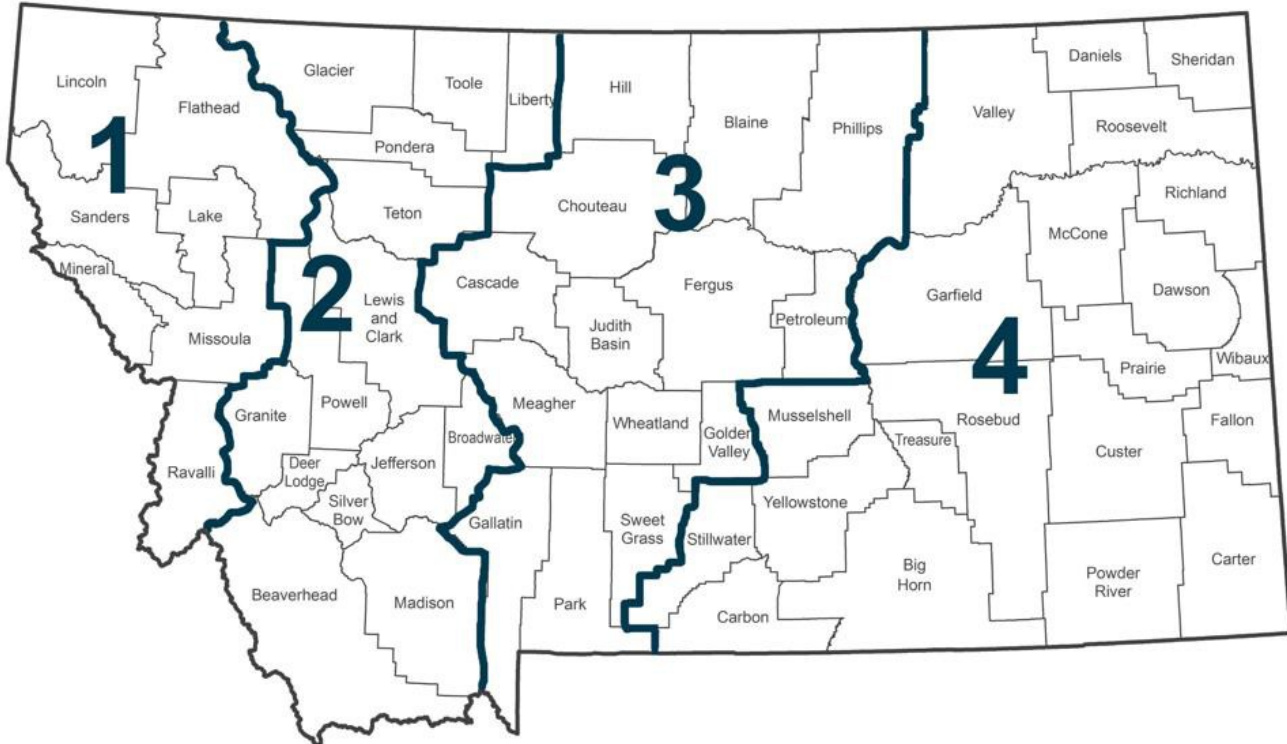
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income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

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

H. Prevailing Wage Districts

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

Montana Prevailing Wage Districts



I. Dispatch City

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

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

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(22), states “ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(18), states “ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

M. Apprentices

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

N. Posting Notice of Prevailing Wages

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

O. Employment Preference

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

P. Occupations Definitions

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

Q. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

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

CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

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

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS
FOREST AND CONSERVATION
TECHNICIANSTECNICAL FOREST AND
CONSERVATION WORKERS FOREST
EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
MATERIAL MOVING WORKRS (ALL OTHER)
MEDIUM TRUCK DRIVERS
PEST CONTROL WORKERS

PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)
TREE TRIMMERS AND PRUNERS (RIGHT AWAY)

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

HEAVY AND TRACTOR TRAILER TRUCK DRIVERS
LANDFILL ATTENDANTS AND EQUIPMENT
OPERATORS RECYCLING AND RECLAMATION
WORKERS
REFUSE AND RECYCLABLE MATERIALS COLLECTORS
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

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

FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS
FOREST FIREFIGHTERS

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

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

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

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

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE AND COOKING

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

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

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

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

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

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS

	Wage	Benefit
District 1	\$55.86	\$39.74
District 2	\$55.86	\$39.74
District 3	\$55.86	\$39.74
District 4	\$55.86	\$39.74

Travel:

All Districts

0-15 mi. free zone

>15-25 mi. \$44.73/day

>25-35 mi. \$89.46/day

>35 mi. \$84.90/day or cost of receipts for hotel and meals,

whichever is greater.

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MAINTENANCE AND REPAIR WORKERS (GENERAL)

	Wage	Benefit
District 1	\$18.82	\$ 5.74
District 2	\$20.24	\$ 9.26
District 3	\$19.56	\$ 8.74
District 4	\$19.44	\$ 6.08

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STATIONARY ENGINEERS AND BOILER OPERATORS

	Wage	Benefit
District 1	\$2518	\$11.15
District 2	\$19.97	\$11.91
District 3	\$19.05	\$12.38
District 4	\$21.93	\$ 8.03

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CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS

	Wage	Benefit
District 1	\$12.73	\$3.82
District 2	\$13.12	\$4.69
District 3	\$13.97	\$6.67
District 4	\$12.89	\$3.55

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JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$14.98	\$4.63
District 2	\$12.49	\$6.32
District 3	\$16.09	\$6.73
District 4	\$14.70	\$6.50

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PARKING ENFORCEMENT WORKERS

	Wage	Benefit
District 1	\$14.83	\$6.16
District 2	\$14.83	\$6.08
District 3	\$15.60	\$6.33
District 4	\$15.60	\$6.33

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PARKING LOT ATTENDANTS

	Wage	Benefit
District 1	\$14.53	\$5.46
District 2	\$14.53	\$5.46
District 3	\$14.53	\$5.46
District 4	\$14.53	\$5.46

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SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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SECURITY GUARDS

	Wage	Benefit
District 1	\$10.00	\$0.00
District 2	\$11.62	\$0.00
District 3	\$11.62	\$0.00
District 4	\$11.62	\$0.00

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GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS

No Rate Established

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FOREST AND CONSERVATION TECHNICIANS

	Wage	Benefit
District 1	\$18.75	\$0.70
District 2	\$18.75	\$0.70
District 3	\$18.75	\$0.70
District 4	\$18.75	\$0.70

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FOREST AND CONSERVATION WORKERS

	Wage	Benefit
District 1	\$16.39	\$0.00
District 2	\$16.39	\$0.00
District 3	\$16.39	\$0.00
District 4	\$16.39	\$0.00

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FOREST EQUIPMENT OPERATORS

	Wage	Benefit
District 1	\$16.81	\$0.00
District 2	\$16.81	\$0.00
District 3	\$16.81	\$0.00
District 4	\$16.81	\$0.00

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LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	\$17.07	\$7.01
District 2	\$16.47	\$7.05
District 3	\$16.45	\$9.23
District 4	\$16.47	\$7.02

Duties Include:

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

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MATERIAL MOVING WORKERS (ALL OTHER)

	Wage	Benefit
District 1	\$22.13	\$8.42
District 2	\$22.13	\$8.43
District 3	\$22.13	\$8.43
District 4	\$22.13	\$8.43

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MEDIUM TRUCK DRIVERS

	Wage	Benefit
District 1	\$22.83	\$8.48
District 2	\$21.96	\$8.09
District 3	\$21.96	\$8.09
District 4	\$21.96	\$8.09

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PEST CONTROL WORKERS

	Wage	Benefit
District 1	\$16.40	\$0.00
District 2	\$16.49	\$0.00
District 3	\$16.49	\$0.00
District 4	\$16.49	\$0.00

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PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)

	Wage	Benefit
District 1	\$16.26	\$3.69
District 2	\$16.91	\$1.30
District 3	\$16.64	\$2.40
District 4	\$16.06	\$2.84

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TREE TRIMMERS AND PRUNERS (RIGHT AWAY)

	Wage	Benefit
District 1	\$28.21	\$10.26
District 2	\$28.21	\$10.26
District 3	\$28.21	\$10.26
District 4	\$28.21	\$10.26

Travel

0-25 mi. - free zone
 >25-50 mi. - \$20.00/day
 >50 mi. - \$70.00/day

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

HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	Wage	Benefit
District 1	\$20.87	\$ 9.42
District 2	\$20.87	\$ 9.42
District 3	\$21.45	\$10.00
District 4	\$20.93	\$10.00

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LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	\$17.60	\$8.25
District 2	\$21.78	\$7.84
District 3	\$21.87	\$7.97
District 4	\$21.98	\$8.13

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RECYCLING AND RECLAMATION WORKERS

No Rate Established

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REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	Wage	Benefit
District 1	\$20.30	\$ 6.70
District 2	\$23.16	\$ 7.49
District 3	\$26.31	\$10.46
District 4	\$22.99	\$ 7.65

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WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	Wage	Benefit
District 1	\$23.32	\$8.95
District 2	\$22.32	\$7.96
District 3	\$22.25	\$9.95
District 4	\$24.68	\$9.03

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LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	\$20.99	\$ 9.15
District 2	\$18.85	\$10.24
District 3	\$18.91	\$10.26
District 4	\$20.64	\$10.94

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POLICE, FIRE, AND AMBULANCE DISPATCHERS

	Wage	Benefit
District 1	\$21.09	\$8.25
District 2	\$21.23	\$6.76
District 3	\$18.76	\$7.97
District 4	\$22.13	\$8.42

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PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

	Wage	Benefit
District 1	\$23.04	\$11.27
District 2	\$21.88	\$10.88
District 3	\$22.04	\$10.95
District 4	\$20.29	\$10.53

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FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS

No Rate Established

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FOREST FIREFIGHTERS

	Wage	Benefit
District 1	\$20.00	\$3.70
District 2	\$22.75	\$3.70
District 3	\$15.70	\$3.70
District 4	\$21.00	\$3.70

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PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)

	Wage	Benefit
District 1	\$15.25	\$5.04
District 2	\$15.68	\$1.92
District 3	\$18.04	\$5.59
District 4	\$18.54	\$5.87

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BUS DRIVERS (TRANSIT AND INTERCITY)

	Wage	Benefit
District 1	\$17.76	\$8.01
District 2	\$18.81	\$5.85
District 3	\$17.00	\$8.64
District 4	\$20.69	\$6.56

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LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

	Wage	Benefit
District 1	\$14.85	\$2.62
District 2	\$14.42	\$4.27
District 3	\$14.37	\$4.38
District 4	\$14.30	\$4.35

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

BREATH ALCOHOL TECHNICIANS

No Rate Established

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EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS

	Wage	Benefit
District 1	\$16.18	\$3.51
District 2	\$11.00	\$5.29
District 3	\$19.77	\$6.67
District 4	\$17.20	\$4.89

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HOME HEALTH AIDES

	Wage	Benefit
District 1	\$11.22	\$2.76
District 2	\$13.24	\$0.88
District 3	\$13.90	\$1.27
District 4	\$12.42	\$2.58

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LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	\$23.42	\$6.74
District 2	\$22.32	\$7.02
District 3	\$23.83	\$4.33
District 4	\$23.79	\$6.37

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MEDICAL AND CLINICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	\$24.71	\$0.00
District 2	\$25.00	\$0.00
District 3	\$25.00	\$0.00
District 4	\$25.00	\$0.00

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MEDICAL AND CLINICAL LABORATORY TECHNOLOGIST

	Wage	Benefit
District 1	\$31.59	\$9.04
District 2	\$36.61	\$8.93
District 3	\$32.19	\$8.36

District 4	\$31.15	\$8.47
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MEDICAL ASSISTANTS

	Wage	Benefit
District 1	\$18.72	\$6.79
District 2	\$18.56	\$6.31
District 3	\$18.55	\$6.37
District 4	\$18.55	\$6.37

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NURSE PRACTITIONERS

	Wage	Benefit
District 1	\$53.81	\$14.74
District 2	\$56.00	\$12.02
District 3	\$51.35	\$ 7.05
District 4	\$56.52	\$14.42

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NURSING ASSISTANTS

	Wage	Benefit
District 1	\$13.66	\$4.06
District 2	\$14.62	\$5.68
District 3	\$15.07	\$3.52
District 4	\$14.75	\$4.43

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

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ORDERLIES

No Rate Established

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PERSONAL CARE AIDES

	Wage	Benefit
District 1	\$11.22	\$2.76
District 2	\$13.24	\$0.88
District 3	\$13.90	\$1.27
District 4	\$12.42	\$2.58

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PHYSICIANS ASSISTANTS

	Wage	Benefit
District 1	\$54.56	\$13.29
District 2	\$51.11	\$10.91
District 3	\$54.01	\$ 9.52
District 4	\$56.46	\$14.48

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REGISTERED NURSES

	Wage	Benefit
District 1	\$31.92	\$8.58
District 2	\$33.18	\$8.66
District 3	\$31.32	\$6.67
District 4	\$35.93	\$9.41

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MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage	Benefit
District 1	\$15.68	\$7.20
District 2	\$15.93	\$6.65
District 3	\$14.52	\$6.26
District 4	\$16.24	\$5.02

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FOOD SERVICE AND COOKING

COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	\$14.96	\$4.00
District 2	\$13.14	\$4.50
District 3	\$14.42	\$4.17
District 4	\$15.24	\$5.13

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FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	\$12.62	\$3.77
District 2	\$11.47	\$4.83
District 3	\$13.80	\$5.63
District 4	\$12.90	\$3.76

Occupations Include:

Dietary Aides, Counter Attendants, and Dining Room Attendants.

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MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS

	Wage	Benefit
District 1	\$21.14	\$4.15
District 2	\$22.49	\$4.33
District 3	\$25.54	\$7.40
District 4	\$25.70	\$5.35

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BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS

	Wage	Benefit
District 1	\$22.21	\$7.08
District 2	\$23.09	\$6.65
District 3	\$23.71	\$6.47
District 4	\$25.35	\$6.82

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CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	\$26.00	\$8.46
District 2	\$25.67	\$8.29
District 3	\$24.19	\$9.74
District 4	\$24.63	\$9.44

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APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS

No Rate Established

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COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS

No Rate Established

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COMPUTER USER SUPPORT SPECIALISTS

	Wage	Benefit
District 1	\$20.04	\$8.63
District 2	\$18.47	\$9.13
District 3	\$21.74	\$8.99
District 4	\$24.52	\$8.88

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