

**QUARANTINE HOLD SERVICES  
CONTRACT # COR-SVCS-2021-0395-PFB**

**THIS CONTRACT** is entered into by and between the State of Montana, **Montana Department of Corrections, Programs and Facilities Bureau** (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301, (406) 444-3930 and **Community, Counseling and Correctional Services Inc.**, (Contractor), whose address and phone number are 471 E. Mercury St., Butte, MT 59701 and (406) 782-0417.

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

**1.1 Contract Term.** The Contract's initial term is upon contract execution **and continues month-to-month** unless terminated earlier as provided in this Contract. In no event is this Contract binding on the State unless the State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract does not constitute an authorized signature.

**1.2 Contract Renewal.** The initial contract term plus any amendments may not exceed a total of seven (7) years. A party intending not to renew the contract, must give written notice to the other party at least 60 days prior to expiration of the current contract term of its intent not to renew.

**1.3 Reviews.** Every three months starting with execution of this contract, the State will review the terms of this contract to ensure the requirements continue to meet the needs of the State. The parties will arrange to meet to negotiate the terms of the contract including changes for any succeeding renewal period.

**2. PRICE ADJUSTMENTS**

**Price Adjustments Negotiated Based on Changes in Contractor's Costs.** The parties may negotiate price adjustments at the time of Contract review. Any price 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 price increase.

**3. SERVICES**

Contractor shall provide the State quarantine hold services for holding offenders temporarily to reduce the spread of COVID-19. These services shall be delivered as detailed in Sections 3 through 6 of this Contract.

**3.1 Quarantine Hold Services.** Contractor agrees to operate a facility which offers individual quarantine beds and/or cohort quarantine beds/rooms for offenders at high risk of COVID-19 and for individual isolation beds for offenders with known cases of COVID-19 or who have been identified as a close contact to a known positive case. **Contractor must provide separate physical locations (dedicated housing areas and bathrooms) which have been identified to**

- 1) isolate individuals with confirmed COVID-19 (individually or cohorted),
- 2) isolate individuals with suspected COVID-19 (individually – do not cohort), and
- 3) quarantine close contacts of those with confirmed or suspected COVID-19 (individually; if possible; cohorted if necessary).

**3.1.1 Cohorting.** All offenders housed in this facility are assumed to be potentially positive for COVID-19 or have had a potential exposure to the virus. Cohort housing is the practice of isolating multiple offenders together as a group when transported together from the same location (e.g. offenders arriving at the same time from the same detention center/location will be cohorted together).

**3.1.2 Quarantine.** Quarantine refers to the practice of separating individuals who have had close contact with someone who tests positive with COVID-19 to determine whether they develop symptoms or test positive for the disease. Quarantine reduces the risk of transmission if an individual is later found to have COVID-19. Quarantine for COVID-19 must last for 14 days after the offenders' arrival at the facility.

**3.1.3 Medical Isolation.** Medical isolation refers to separating someone with confirmed or suspected COVID-19 infection to prevent their contact with others to reduce the risk of transmission. Medical isolation ends when the individual meets pre-established criteria for release from isolation, in consultation with clinical providers and public health officials. In this context, isolation does NOT refer to punitive isolation for behavioral infractions within the custodial setting. Staff are encouraged to use the term "medical isolation" to avoid confusion and should ensure that the conditions in medical isolation spaces are distinct from those in punitive isolation. Confirmed COVID-19 cases may be medically isolated as a cohort. Suspected cases should be isolated individually.

**3.1.4 Social Distancing.** Social distancing is the practice of increasing the space between individuals and decreasing their frequency of contact to reduce the risk of spreading a disease (ideally to maintain at least 6 feet between all individuals, even those who are asymptomatic). Social distancing strategies can be applied on an individual level (e.g., avoiding physical contact), a group level (e.g., canceling group activities where individuals would be in close contact), and an operational level (e.g., rearranging chairs in common areas to increase distance between them). Social distancing is vital for the prevention of respiratory diseases such as COVID-19. Contractor must provide education to staff and offenders on social distancing strategies and must direct staff and offenders to practice social distancing.

**3.2 Placement Eligibility.** State retains sole authority on approving offenders for placement into the facility. Preference will be given to offenders coming from County Jails and moving into Programs and Facilities Bureau – (PFB) community corrections placements. Other placements may be made as determined by Montana Department of Corrections – (MDOC) Clinical Services Division – (CSD) and PFB. Contractor must ensure all offenders placed in the facility will have a documented bed date at their receiving facility (e.g. offender's next placement).

**3.2.1 Placement Process.** A State-owned or -contracted assessment/sanction, treatment, or prerelease center ("Receiving Facility") will inform Contractor that a specific offender destined for the Receiving Facility needs a Quarantine Hold Bed and will provide the offender's bed date. Contractor will work with Clinical Services Division to clear the offender for movement into the Quarantine Hold facility and note the offender's next placement (i.e. receiving facility) and bed date. The receiving facility will work with Clinical Services Division to clear the offender for movement out of the Quarantine Hold facility.

**3.2.2 Placement Conditions.** All offenders placed in the Quarantine Hold facility will not have physical contact with or mingle with any other offenders on the premise not in their cohort. Offenders quarantining or isolating as cohorts will not have contact with any other offenders/cohorts also in quarantine or isolation. Use of any common areas will be limited to one offender at a time or one cohort group at a time and must be cleaned between occupancy. All meals will be delivered in-room or in a common area provided no more than one cohort group occupies the common area at the same time. Offenders will not be allowed to take meals outside of the facility under any circumstances.

**3.3 Individual Offender Activities.** Contractor will provide appropriate in-room leisure activities to offenders which should include reading, art supplies, crafting supplies, puzzles, and games. Common area

activities should include other group activities such as television, large muscle exercise equipment, and weightlifting equipment provided all surfaces can be cleaned before another cohort group uses the activities. Contractor may provide escorted outdoor walks for offenders in their designated cohort group. Cohort groups may not be intermingled with other cohort groups for the purpose of outdoor walks.

**3.4 Contractor Reporting.** Contractor must provide statistics regarding the services upon request and as required below. All e-mail communication must include this text in the subject line; "Quarantine Hold: offender last name, first name, DOC #, type of report". Specific data to be recorded and reported by Contractor include, but is not limited to:

1. For offender hospitalizations:
  - a. Offender hospitalization date and time must be sent to [CORRequests@mt.gov](mailto:CORRequests@mt.gov) and [CORMedical@mt.gov](mailto:CORMedical@mt.gov).
2. For offender transfers to and from the facility:
3. Offender Movement report must be provided daily to [CORMedical@mt.gov](mailto:CORMedical@mt.gov) and [CORACCDReports@mt.gov](mailto:CORACCDReports@mt.gov). Subject line should specifically include; "Quarantine Hold: Movement Report, date".
4. All other reports:
  - a. Contractor shall provide the following required reports as outlined by PFB Operational Requirement 6.2.409 Statistical and Contractor Reports:
    - i. Billing Invoice monthly
    - ii. Continued Quality Improvement and Cost Containment upon request
    - iii. Disciplinary Report monthly
    - iv. Emergency Operation & Contingency Plan annually
    - v. Escape Record & Checklist immediately upon an Escape
    - vi. Facility Condition Inventory annually
    - vii. Annual Financial Audit and Fiscal Year End Reports
    - viii. Grievance Report monthly
    - ix. Inspection Results Reports
    - x. Insurance certificates required by this Contract
    - xi. Length of Stay (LOS) – form included in **ATTACHMENT E**
    - xii. Offender Property reports
    - xiii. Personnel Policies and Procedures
    - xiv. PREA reports immediately
    - xv. Priority 1 Incident Reports immediately
    - xvi. Staffing Plan/Pattern annually
    - xvii. Sub-Contracts
    - xviii. Training Plan annually
    - xix. UA Screening Policy annually
    - xx. UA Testing Report annually

**3.5 Victim Services.** Contractor shall designate a staff member responsible for ensuring compliance with § 46-24-212, MCA, and serving as a liaison to the Department Victim Program Staff for coordination of victim information and notification.

State shall provide victim services training to Contractor's staff upon request on topics such as victim information requests, Victim Information and Notification Everyday (VINE) and other notification procedures, victim sensitivity and staff communication skills, policy and procedure requirements, and State programs for victims.

Contractor shall assist the State in providing the following notification to victims regarding an offender's status, including:

- Any change in location or custody status;
- Escape, apprehension; and
- The offender's death.

### **3.6 Offender Management.**

#### **3.6.1 Offender Fees or Charges.**

Offenders will not be charged for any room and board or other fees while in this placement. State may require an offender to pay for damage to the facility, its equipment, furnishings, and fixtures if ordered as the result of a disciplinary hearing.

**3.6.2 Lengths of Stay (LOS) and Transportation to Receiving Facility.** Length of Stay (LOS) for this facility is no more than 21 days. Contractor will immediately notify Contract Manager if an offender's LOS may exceed 21 calendar days as outlined below. Acceptable reasons for stays longer than 21 days is as follows:

- a. Offender's transportation plan established before entry into facility was delayed or changed by State; and/or
- b. Contractor medical staff and Clinical Services Division determine the offender's medical condition requires a longer stay.

State shall not reimburse Contractor for any offender whose length of stay exceeds 21 days, unless approved in writing by the State. Contractor will notify the PFB Contract Manager immediately through the use of the LOS form included in **ATTACHMENT E**. LOS forms will be submitted to [CORCCDLOS@mt.gov](mailto:CORCCDLOS@mt.gov) with the subject line "Quarantine Hold, Offender Last Name, First Name, LOS".

**3.6.3 Offender Misconduct and Removal from Facility.** Contractor shall adopt PFB Operational Requirement 6.2.424 - Disciplinary Process in Contract Facilities, as existing at the time of execution of this Contract and as amended at any time during the Contract term.

**3.6.4 Unlawful Offender Behavior.** Contractor shall report allegations of criminal conduct of offenders to local law enforcement officials, PFB Contract Manager and MDOC Investigations. Contractor shall cooperate with any administrative or criminal investigation regarding an offender.

**3.6.5 Transportation/Travel.** Contractor shall be responsible for transportation of offenders to and from medical appointments (scheduled and emergent). Contractor shall be responsible for transportation of offenders to off-site specialty services; however, State will reimburse pre-approved travel costs to locations further than 30 miles (state-rate mileage, per diem, and hotel). In the event an offender is admitted to a hospital, Contractor shall provide immediate notice to State and shall provide hospital security coverage for 72 hours, at which time hospital security coverage shall become the responsibility of State. State may request Contractor provide security beyond the first 72 hours; however, this is optional for the Contractor and will be reimbursed at actual staff costs.

Contractor will establish permanent sign-in/out logs for the facility to detail destination, reason for travel, expected time of return and actual time of return. Offenders must be escorted at all time during any travel.

Offender transport for medical care within 30 miles of the facility may not be invoiced to State.

### **3.6.5.1 Transportation**

1. Standard vehicles with a minimum of one (1) staff present must be used to transport an offender for medical appointments, etc. If transporting more than one offender, two (2) staff will be required. Transporting staff must be of the same gender as offender(s). If mixed gender transport is required, one (1) staff of each gender must be present. Social Distancing must be maintained when transporting offenders. Max of 2 offenders per transport.
2. Staff responsible for transportation must wear a N95 respirator (as supply allows), face shield, gown and gloves at all times. Offenders must be provided with a procedure/surgical mask (as supply allows) or cloth face covering.
3. Upon return to facility, escorting staff will brief the supervisor on the offender's demeanor and behavior during the travel period. The supervisor will notify the facility mental health staff if offender's demeanor indicates a need for religious or mental health counseling.
4. Escorting staff are authorized to terminate the travel at any time if it is determined they cannot maintain their own security or safety, or that of the public or offender. If travel is terminated, the escorting staff will file an incident report upon return to the facility, including a copy to the Contract Manager, and ensure offender receives any needed medical care.
5. Escorting staff must complete a search of the vehicle prior to departure and before the offender is placed back in the vehicle anytime the offender has left the vehicle.
6. Staff will clean the vehicle after every escorted transport in accordance with the most current guidance for cleaning.

**3.6.5.2 Travel Approval** All escorted offender travel to and from medical appointments does not require specific approval by the PFB Contract Manager prior to travel. Instead, e-mail notice will be made to [CORRequests@mt.gov](mailto:CORRequests@mt.gov) and to [CORMedical@mt.gov](mailto:CORMedical@mt.gov) for any hospital admissions and releases. Contractor will submit sign-in/out logs when requested by PFB Contract Manager.

1. Contractor agrees that all other travel will be limited in order to limit the spread of COVID-19. If Contractor believes there is an urgent and verifiable reason for offender travel (such as bedside visits or funeral services), staff will discuss the case with the Contract Manager as soon as possible.
2. Contract Manager will enter all hospital admissions and releases into OMIS Locations.

**3.6.6 Administrative Transfers.** Contractor shall adopt PFB 6.1.202 Administrative Transfers, as existing at the time of execution of this Contract and as amended at any time during the Contract term.

**3.6.7 Offender Placement Refusals.** If an offender refuses to remain in the placement or transfer to the next placement Contractor must follow the procedures contained in PPD 4.6.202 Secure Placements regarding Offender Placement Refusals.

**3.6.8 Offender Movement Control.** Contractor shall develop operational procedures to regulate and account for offender movement. Offender will not be allowed to move outside of the facility unless under Staff Escort. There should also be very limited movement within the facility in order to maintain isolation. Movement procedures will:

1. Ensure completion of five (5) offender counts per 24-hour period.
2. Ensure all offender movement in and out of the facility will occur on the Dakota Street entrance.

3. Provide staff with the necessary instructions to control and supervise all individual offender movements;
4. Include, where applicable, use of a call-out/emergency contact program, scheduled movement, radio or telephone communication, video cameras;
5. Ensure movement is regulated to prevent interactions between offenders held in different rooms or housing areas, to prevent potential COVID-19 exposure from one unit to another (e.g. stagger recreation times).
6. Require that movement records are maintained to provide a means of reconstructing offender activities, contacts, and locations.

Facility procedures on offender movement must be submitted to the PFB Contract Manager prior to the operation of the facility.

### **3.6.9 Offender Movement Reporting.**

Contractor shall complete a daily movement report, including all offenders assigned to the facility but who may be physically located at another location as well as transfers to and from other facilities. The report shall include the name and DOC ID number of all offenders moving, the date and time of the movement, and the sending or receiving facility as applicable. The completed report shall be submitted on a daily basis to [CORCCDLOS@mt.gov](mailto:CORCCDLOS@mt.gov) and [CORMedical@mt.gov](mailto:CORMedical@mt.gov)

**3.6.10 Searches and Contraband Control.** Contractor will develop, implement, and enforce operational procedures that detect and control the introduction, fabrication, possession, and transmission of contraband within its facilities and programs.

Contractor will develop procedures to establish search plans to include the following:

1. Unannounced and irregularly timed searches of rooms, offenders and offender work areas;
2. Perimeter searches;
3. Prohibited use or transfer of wireless messaging;
4. Requirements for the search of offender religious items;
5. Avoidance of unnecessary force, embarrassment, or indignity to the offender;
6. Staff training in effective search techniques that protect both offenders and staff from bodily harm;
7. Conduct of searches to control contraband, recover missing or stolen property, and prevent escapes or other disturbances;
8. Respect for offenders' personal property;
9. Annual review of search procedures with updates as necessary;
10. Documentation of all searches, excluding pat searches that do not result in the discovery of contraband or result in a disciplinary write-up; itemizing of any found contraband; and submission of documentation to the chief of security;
11. Offenders and staff are subject to pat searches at any time:
  - a. Pat searches will be conducted by staff of the same gender of the individual being searched, whenever possible; and
  - b. Full pat searches will be conducted in accordance with facility training requirements:
    - i. Staff will pass his/her hands deliberately and carefully in and around the crotch area; and
    - ii. Carefully search for items that may be concealed in females' bras; and
    - iii. Inspect shoes, insoles, and heels as time and circumstances allow.
12. Required frequent facility searches, which include housing and general areas, to prevent serious incidents or escapes and uncover contraband.
  - a. Facility staff will conduct housing unit searches in a manner that:
    - i. Respects offenders' personal property;

- ii. Handles offender property judiciously using care not to willfully discard, break, or misplace items; and
  - iii. Leaves the area as close to the way it was found as possible.
  - b. Facility staff who damage or destroy personal property will submit a report with the property to the appropriate supervisor.
  - c. Administrators will require staff training to include the following procedures:
    - i. Proper techniques to detect prohibited items, uncover potential security breaches, and protect both offenders and staff from undue harm;
    - ii. Use of security equipment;
    - iii. Preventive measures and proper safeguards to use during searches, such as methods to avoid the danger of “needle sticks” that may lead to infection; and
    - iv. Proper responses to other potentially hazardous conditions.
  - d. Offender mail marked as “Legal” is not subject to search. Properly marked legal mail should only be opened in the presence of the recipient.
13. Facility Administrator must ensure all searches adhere to infection control requirements outlined in this contract and CDC guidelines.

#### **4. FACILITY MANAGEMENT**

**4.1 Facility Entrance Procedures.** Contractor shall develop operational procedures regarding entrance to the facility. Procedures shall include the following:

- 1. All persons entering the facility, including staff, must be screened for COVID-19 using verbal screening and temperature checks. See **ATTACHMENT D** for screening protocols. Persons who do not clear the screening process or who refuse to be screened will not be allowed entry to the facility and will be advised to follow CDC-recommended steps for persons who may be ill with COVID-19 symptoms.
- 2. A list of items restricted from the facility.
- 3. Requirement that all persons 16 years or older will submit picture identification upon entry to the facility unless approved in advance by the facility administrator.
- 4. Staffing requirements to ensure proper supervision of persons entering and exiting the facility. At a minimum, all entrance areas will be sufficiently staffed to allow for direct identification and searches of persons, including visitor and offenders, entering or exiting the facility.
- 5. Vendors must receive clearance through a vendor approval process before entrance to the secure facility is granted. The facility administrator must approve any exceptions to this policy.

**4.2 Logs and Record-Keeping.** Site-specific operational procedures for record-keeping will be contained within each facility’s operations manual. Contractor will ensure that records are kept, at a minimum, on the following subject areas:

- 1. Staff schedules;
- 2. Offender population and counts;
- 3. Offender admissions and releases;
- 4. Shift activity;
- 5. Use of force incidents;
- 6. Searches (with the exception of routine pat searches);
- 7. Discovery of contraband;
- 8. Security audits and inspections; and
- 9. Unusual occurrences.

Logs shall be maintained to reflect activity, emergencies, unusual incidents, and pertinent information about offenders, the unit, or the facility.

**4.3 Visitors.** The only visitors allowed at this facility are MDOC staff, medical providers, transportation staff, individual vendors and auditors. Attorney visits may occur as requested. All visitors must wear/use proper PPE. Contractor will have policies/procedures in place which follow these general requirements:

1. Maintain a log of all visitors with COVID-19 screening information taken upon entrance.
2. Provide for other means for offenders to visit with family other than letter writing.
3. State visitors, in possession of official identification, may enter the secure facility without advance clearance.

Contractor will work with PFB Contract Manager to determine any visitation which might be appropriate or necessary if an offender is hospitalized. Visitation with an offender at a hospital must comply with all regulations of that hospital.

**4.4 Tool Control.** Contractor will develop and implement procedures and practices for the maintenance and control of all tools, culinary, and medical equipment used in facility operations to ensure against loss, damage, or use for other than intended purposes. Operational procedures for tool control must be applicable to the program structure of the facility and should address:

1. Responsibility/oversight of tool control
2. Tool categories
3. Tool issue
4. Tool use supervision
5. Tool storage
6. Tool quotas
7. Tool procurement and receipt
8. Tool inventories
9. Tool marking
10. Tool exchange
11. Lost tools
12. Food service tools
13. Medical tools
14. Non-facility worker tools

**4.5 Key Control.** Contractor will have written procedures that describe in detail the inventory, storage, issue, distribution, and handling of keys, including the staff positions responsible for key control at specific posts. Procedures will require that staff designated to oversee the facility key control program:

1. Ensure all key and lock operations effectively secure the facility, when applicable;
2. Approve any keys permanently issued to staff;
3. Restrict access to sensitive keys;
4. Enable prompt emergency response; and
5. Identify and train employees on the key control program.

**4.5.1 Key Types.** Contractor will account for keys in two (2) basic key categories:

1. **Security keys:** Keys that if lost or duplicated by offenders, would jeopardize the safety or security of the facility, employees, visitors, or offenders, or directly or indirectly facilitate an escape that may jeopardize public safety; and
2. **Non-security keys:** Keys that do not control access to security-type doors, grilles, or areas with hazardous or sensitive materials and, if lost, would not require urgent security action.

**4.5.2 Additional Key Control Measures.** Contractor will:



1. Establish emergency key rings to provide access to every facility area in case of fire, riot, or other major emergency.
2. Maintain a duplicate set of emergency key rings in a secure location separate from the area containing operational keys, unless the issuing point is outside the perimeter.
3. Train all staff in the use of emergency key system.
4. Classify certain keys as restricted (e.g., keys to the pharmacy, records office, business office) and issue restricted keys only to designated, authorized employees and ensure that any restricted key issue is approved by designated staff.
5. Implement a complete accountability system that meets the following requirements:
  - a. An inventory of all control center keys;
  - b. An accounting of all emergency and restricted keys; and
  - c. Determining at all times who has possession of keys.
6. Establish a protocol for lost or misplaced which includes proper security precautions to guard against unauthorized access to sensitive areas or facility escape, as well as a requirement for changing affected locks.
7. Will strictly prohibit staff from the unauthorized possession, alteration, marking, duplication, manufacture, or impression making of keys and will require staff to report any such incidents in writing for investigation of the alleged incident.

**4.6 Drug and Alcohol Testing.** Contractor must establish a system of alcohol and drug testing to ensure an alcohol and drug free environment in the facility. The system must include testing for alcohol and common illicit drugs using industry-supported testing devices. Facility Administrator must ensure all searches adhere to infection control requirements outlined in this contract.

Contractor will submit a copy of their current urinalysis screening policy/procedure to the State within 30 days of the facility becoming operational and by July 31st of every year, or upon revision, for review and mutual approval.

Contractor's urinalysis screening policy/procedures must contain requirements that staff:

1. Comply with best practices, or standards, for specimen collection;
2. Conduct drug and alcohol testing randomly, as well as upon suspicion of use, upon entry into the program, and before transfer to another facility;
3. For purposes of urine collection, be the same gender as the offender;
4. Collect specimens in a private setting;
5. Observe the offender's urine flow from body to collection cup to avert adulteration or substitution of urine;
6. Establish the chain of evidence for the sample at the point of collection, to confirm the whereabouts of the evidence, at all times;
7. Submit positive samples for confirmatory testing;
8. Document all drug and alcohol testing in offender records; and
9. Initiate disciplinary actions when an offender is unwilling to provide a specimen, has tampered with specimen collection, a test result is positive, or upon self-admission.

#### **4.7 Healthcare.**

Contractor shall provide offenders with access to health care services, including medical, mental health, emergent dental, emergent optometric, pharmaceutical, and other medical-related services. These services must meet ACA and NCCHC standards, federal, State of Montana and local laws and regulations, and MDOC policies and procedures. In keeping with operational efficiencies and to reduce exposure to security risk, Contractor shall ensure that as much as is possible, health services will be made available on-site at the

Facility. Contractor will also be required to utilize the State's pharmacy provider and formulary.

State is undertaking a process to obtain an Electronic Health Record system. Contractor shall cooperate with all State implementation processes.

Onsite health care costs are inclusive of the daily per diem rate and are the responsibility of the Contractor. However, health care costs associated with an off-site referral are the responsibility of the State provided Contractor received pre-authorization from the Clinical Services Division (CSD).

**Contractor must provide a physical description of the planned medical office space.** Contractor shall stock day to day medical supplies as part of the per diem rate. Contractor shall also be responsible for providing Americans with Disabilities Act (ADA) services.

Contractor shall ensure no qualified individual with a disability as defined by ADA shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities by the Facility or be subject to discrimination by the Facility.

State of Montana licensing and certification requirements must apply to health care personnel working in the Facility to the same extent as they apply to equivalent personnel in the community. Contractor shall make provisions for medical evaluation of any employee or offender suspected of a communicable disease and/or exposure to potentially infectious bacteria.

**4.7.1 Nursing Services.** Contractor shall provide offenders with access to on-call nursing care seven (7) days per week, including a minimum of eight (8) hours per day five (5) days a week of onsite nursing care. Contractor shall ensure that individuals providing nursing care are licensed to provide such care in the State of Montana. Contractor shall ensure the appropriate training of nursing personnel to provide adequate assessment and triage. At a minimum, Contractor agrees that all licensed practical nurses (LPNs) employed at the facility shall be supervised by a Registered Nurse (RN) or advance practice registered nurse (APRN) or physician.

Nursing services will include routine intake, sick call, urgent/emergent, and chronic care including education, monitoring, and intervention as appropriate. Nursing services will also include education and screening for sexually transmitted diseases (STD), human immunodeficiency viruses (HIV), Hepatitis C virus (HCV), and Coronavirus Disease (COVID-19). Staff evaluating and providing care for individuals with confirmed or suspected COVID-19 should follow the **CDC Interim Clinical Guidance for Management of Patients with Confirmed Coronavirus Disease (COVID-19)** and monitor the guidance website regularly for updates to these recommendations.

**4.7.2 Dental Services.** No onsite dental services are required under this Contract. The cost of all off-site emergency dental services will be the responsibility of the State.

**4.7.3 Medications.** Contractor shall provide and administer all over-the-counter (OTC) and prescribed medications. Prescribed medications shall be obtained through the MDOC pharmacy management contractor. Contractor, as part of the per diem, will provide OTC medications and day-to-day medical supplies and durable medical equipment.

Contractor shall distribute medications, both prescribed and OTC, and administer and account for medications in keeping with the State's drug formulary and with the Montana Nurse Practice Act and Board of Pharmacy Drug Enforcement Administration regulations. Contractor shall advise local providers to use the State drug formulary in most instances. Local providers must be able to justify the

use of non-formulary medications and submit a non-formulary request to MDOC CSD prior to filling a non-formulary prescription. Any non-formulary medications provided to offenders that are not approved by MDOC CSD are the responsibility of the Contractor.

**4.7.4 Mental Health Services.** Contractor will provide on-call mental health services during weekdays, on weekends, and after hours for crisis response. Mental health services must be available and provided by licensed mental health professionals. Contractor is responsible for the cost of all on-call mental health services. Off-site mental health services are the responsibility of the State provided contractor received pre-authorization from the State's CSD. Contractor will be responsible for costs of transportation and security of off-site mental health services. Off-site acute crisis services are the responsibility of the State. Contractor will notify MDOC CSD within 72 hours of any crisis mental health services provided along with a copy of the provider notes.

**4.7.5 Examinations.** Contractor will ensure that physical examinations and intake COVID-19 symptom screening will occur. Contractor will ensure that offenders receive medical evaluation and treatment at the first signs of COVID-19 symptoms. Examinations should occur in a separate room, with the door closed if possible, while wearing recommended PPE and ensuring that the individual being evaluated is wearing a mask.

**4.7.5.1 Physicals.** Physical examinations of each offender shall be completed within 14 days of offender arrival at the Facility - unless a physical examination was provided at Montana State Prison (MSP), Montana Women's Prison (MWP), or other state or contracted facility within the last six (6) months.

**4.7.5.2 Intake COVID-19 Screening.** Intake symptom screening and temperature checks for all new entrants in order to identify and immediately place individuals with symptoms under medical isolation. Screening should take place in an outdoor space prior to entry, in the sally port, or at the point of entry into the facility immediately upon entry, before beginning the intake process. Offenders will be provided a face mask at intake screening if they do not already have one.

If an individual has symptoms of COVID-19:

- Require the individual to wear a mask (as much as possible, use cloth masks in order to reserve surgical masks for situations requiring PPE). Anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance should not wear a mask.
- Ensure that staff who have direct contact with the symptomatic individual wear recommended PPE.
- Place the individual under medical isolation and refer to healthcare staff for further evaluation.

If an individual is an asymptomatic close contact of someone with COVID-19:

- Quarantine the individual and monitor for symptoms at least once per day for 14 days.
- Facilities without onsite healthcare staff should contact their state, local, tribal, and/or territorial health State to coordinate effective quarantine and necessary medical care.

**4.7.6 Sick Call.** Contractor shall provide a mechanism for the evaluation and treatment of patients by a qualified health care provider in a clinical setting, either on or off-site.

- a) Contractor shall ensure all offenders are given the opportunity to submit oral or written health care requests at least daily.
- b) Health care requests will be picked up daily by health staff.

- c) Health care requests are reviewed and prioritized daily by qualified health care professional.
- d) A face to face encounter for a healthcare request is conducted by a qualified healthcare professional within 24 hours of receipt by the health staff.
- e) Patients will be evaluated in a clinical setting.

**4.7.7 Off-Site Specialty Services.** Contractor is responsible for the arrangement and referral of off-site specialty services. Contractor shall receive pre-authorization from MDOC CSD for these services unless emergent. When accessing these services, Contractor shall be required to use medical providers who agree to be reimbursed at Medicaid rates. Contractor is responsible for transportation of offenders to off-site specialty services; however, State will reimburse pre-approved travel costs to locations further than 30 miles (state-rate mileage, per diem, and hotel). Contractor shall provide continuous specialty security coverage of offenders at an off-site medical facility for the first 96 hours. Responsibility for security of offenders will then transfer to State. Offenders shall not be left unattended at any time. State may request Contractor provide security beyond the first 96 hours; however, this is optional for the Contractor and will be reimbursed at actual staff costs.

**4.7.8 First Aid Equipment.** The Facility must have first aid equipment available at all times for medical emergencies. Equipment must comply with local and State of Montana standards. Staff trained in emergency first aid procedures, including cardio-pulmonary resuscitation, must be present on each shift.

**4.7.9 Prior Written Approval.** Contractor shall obtain prior written approval from MDOC CSD for all scheduled inpatient hospitalization and surgery. Unapproved inpatient hospitalization and surgery costs will be the responsibility of the contractor.

**4.7.10 Possession of Prescribed/OTC Medications.** The Facility must maintain written policies regarding the possession and use of controlled substances and prescribed/OTC medications. The policies must stipulate that prescribed medications are administered according to the directions of the prescribing professionals. Policy and procedure must specify that the records of all medications distributed by Facility nursing staff will be maintained and audited monthly, and include the date, time and name of the offenders receiving medication, and the name of the medical staff distributing medications. State will provide health history records that will accompany the offender to the Facility. Staff must be informed of offender's special medical problems within the boundaries of medical confidentiality. Contractor shall keep all records current at all times, returning them to State when offender is returned to a State facility.

**4.7.11 Notification of Next of Kin.** The Facility must maintain written policies and procedures for the prompt notification of an offender's next of kin and the State in case of serious illness, surgery, injury, or death. Any death must be reported immediately to the proper officials as specified in ACCD/PFB 4.5.3400 Offender Death. A post-mortem examination of all offenders that die while in the custody of the Contractor will be conducted by a qualified professional pursuant to § 46-4-122(2)(a), MCA.

**4.7.12 Informed Consent.** In accordance with MDOC Policy 4.5.9 Continuous Quality Improvement Program, Contractor's medical staff shall obtain informed consent from the offender prior to receiving health care treatment. Contractor shall ensure that offenders have the right to refuse treatment consistent with MDOC Policy 4.5.10 Level of Therapeutic Care.

**4.7.13 Suicide Prevention.** Contractor shall implement suicide prevention plans, including initial screening for suicidality. Suicide prevention plans must include appropriate seclusion and/or

restraint protocols according to a policy approved in advance by the State.

**4.7.14 Medical Costs.** All off-site, non-emergency medical, surgical or diagnostic services, or non-day to day supplies will require prior approval from MDOC CSD and must be paid at the Medicaid rate. Durable medical supplies will be the responsibility of the Contractor. Durable medical equipment will be the responsibility of the Contractor. Failure of Contractor to receive prior approval will result in Contractor being solely responsible for the costs. Routine diagnostic lab tests are the responsibility of Contractor.

Emergency cases do not require prior approval for initial assessment and treatment. However, MDOC CSD must be notified within 72 hours of the incident.

Contractor will ensure Medicaid applications are submitted for all offenders who are hospitalized longer than 24 hours.

**4.7.15 Medicated Assisted Treatment (MAT).** State supports MAT and prefers contracts with providers who accept clients who are on MAT and who will ensure treatment staff are trained, competent, and supportive of this evidence-based treatment modality.

**4.7.16 Confirmed vs. Suspected COVID-19.** A person has confirmed COVID-19 when they have received a positive result from a COVID-19 viral test (antigen or PCR test) but they may or may not have symptoms. A person has suspected COVID-19 if they show symptoms of COVID-19 but either have not been tested via a viral test or are awaiting test results. If their test result is positive, suspected COVID-19 is reclassified as confirmed COVID-19.

**4.7.16.1 Management of Offenders with Confirmed or Suspected COVID-19.** As soon as an offender develops symptoms of COVID-19 or tests positive for COVID-19 they should be immediately placed under medical isolation in a separate environment from other individuals, and medically evaluated. Contractor will ensure that medical isolation for COVID-19 is distinct from punitive solitary confinement of offenders, both in name and in practice.

Contractor will ensure that individuals under medical isolation receive:

- Regular visits from medical staff and have access to mental health services.
- Are provided similar access to radio, TV, reading materials, personal property, and leisure activities.
- Consider allowing increased telephone privileges without a cost barrier to maintain mental health and connection with others while isolated.
- Communicate regularly with isolated individuals about the duration and purpose of their medical isolation period.
- Keep the individual's movement outside the medical isolation space to an absolute minimum.
- Provide medical care to isolated individuals inside the medical isolation space, unless they need to be transferred to a healthcare facility.
- Serve meals inside the medical isolation space.
- Exclude the individual from all group activities.
- Assign the isolated individual(s) a dedicated bathroom when possible. When a dedicated bathroom is not feasible, do not reduce access to restrooms or showers as a result. Clean and disinfect areas used by infected individuals frequently on an ongoing basis during medical isolation.
- Ensure that the individual is wearing a mask if they must leave the medical isolation space

for any reason, and whenever another individual enters. Provide clean masks as needed. Masks should be washed routinely and changed when visibly soiled or wet.

Contractor will ensure all cohort housing of individuals with confirmed COVID-19 will meet the following requirements:

- Only individuals with laboratory-confirmed COVID-19 should be placed under medical isolation as a cohort. Do not cohort those with confirmed COVID-19 with those with suspected COVID-19, with close contacts of individuals with confirmed or suspected COVID-19, or with those with undiagnosed respiratory infection who do not meet the criteria for suspected COVID-19.
- Ensure that cohorted groups of people with confirmed COVID-19 wear masks whenever anyone else (including staff) enters the isolation space. (Anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance should not wear a mask.)
- When choosing a space to cohort groups of people with confirmed COVID-19, use a well-ventilated room with solid walls and a solid door that closes fully.
- Use one large space for cohorted medical isolation rather than several smaller spaces. This practice will conserve PPE and reduce the chance of cross-contamination across different parts of the facility.
- If possible, avoid transferring infected individual(s) to another facility unless necessary for emergent/urgent medical care.
- Staff assignments to isolation spaces should remain as consistent as possible, and these staff should limit their movements to other parts of the facility as much as possible. These staff should wear recommended PPE as appropriate for their level of contact with the individual under medical isolation and should limit their own movement between different parts of the facility.
- Provide individuals under medical isolation with tissues and, if permissible, a lined no-touch trash receptacle. Instruct them to:
  - Cover their mouth and nose with a tissue when they cough or sneeze
  - Dispose of used tissues immediately in the lined trash receptacle
  - Wash hands immediately with soap and water for at least 20 seconds. If soap and water are not available, clean hands with an alcohol-based hand sanitizer that contains at least 60% alcohol (where security concerns permit). Ensure that hand washing supplies are continually restocked.
- Maintain medical isolation until cleared in consultation with Clinical Services Division.

**4.7.17 COVID-19 Symptoms.** Symptoms of COVID-19 include cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, and new loss of taste or smell. This list is not exhaustive. Other less common symptoms have been reported, including nausea and vomiting. Like other respiratory infections, COVID-19 can vary in severity from mild to severe, and pneumonia, respiratory failure, and death are possible. COVID-19 is a novel disease, therefore the full range of signs and symptoms, the clinical course of the disease, and the individuals and populations at increased risk for severe illness are not yet fully understood. Contractor must monitor the CDC website for updates on symptoms.

All offenders and staff will be routinely educated on the symptoms and information on symptoms must be posted in offender rooms, in common areas, and in staff offices.

**4.7.17.1 Management of Offenders with COVID-19 Symptoms.** Staff interacting with incarcerated/detained individuals with COVID-19 symptoms should wear recommended PPE. If

possible, designate a room near each housing unit for healthcare staff to evaluate individuals with COVID-19 symptoms, rather than having symptomatic individuals walk through the facility to be evaluated in medical offices. Incarcerated/detained individuals with COVID-19 symptoms should wear a mask (if not already wearing one, and unless contraindicated) and should be placed under medical isolation immediately. Medical staff should evaluate symptomatic individuals to determine whether COVID-19 testing is indicated.

**4.7.18 Management of Offenders on Quarantine.** Contractor will provide quarantine services to offenders identified by Clinical Services Division as outlined below. All offenders on quarantine must be offered testing at day seven (7) of their stay. Offenders have the option to be tested. All offenders will mandatorily be quarantined for 14 days regardless of testing refusal or test results. If the offender remains negative, the quarantine will continue for the full 14 days after last exposure and follow all recommendations of Clinical Services Division. Test kits and testing documents will be provided by State. Testing will be conducted by Contractor staff. The following action are required by Contractor:

- Quarantined individuals should be monitored for COVID-19 symptoms at least once per day, including temperature checks.
- If an offender develops symptoms for COVID-19, they should be considered a suspected COVID-19 case, given a mask (if not already wearing one), and moved to medical isolation immediately (individually, and separately from those with confirmed COVID-19 and others with suspected COVID-19) and further evaluated. If the individual is tested and receives a positive result, they can then be cohorted with other individuals with confirmed COVID-19.
- Keep a quarantined individual's movement outside the quarantine space to an absolute minimum.
- Provide medical evaluation and care inside or near the quarantine space when possible.
- Meals may be served to quarantined individuals in the CCCS, Inc. cafeteria. Offenders must be escorted by staff to and from the cafeteria in cohort groups. Cohort groups may not be intermingled during the staff-escorted move to the cafeteria. All offenders in the cohort must sit at the same table, with social distancing as allowed by space. No more than 20 quarantined offenders may be present in the cafeteria at any time. The cohort groups must be situated to allow for as much distance between cohort groups as possible. Quarantined offenders, staff escorts, and food servers must wear PPE in accordance with CDC guidelines.
- Assign the quarantined individual(s) a dedicated bathroom when possible. When providing a dedicated bathroom is not feasible, do not reduce access to restrooms or showers as a result.
- Restrict quarantined individuals from leaving the facility (including transfers to other facilities) during the 14-day quarantine period, unless released from custody or a transfer is necessary for medical care, infection control, lack of quarantine space, or extenuating security concerns.
- If a quarantined individual leaves the quarantine space for any reason, they should wear a mask (unless contraindicated), if not already wearing one.
- Quarantined individuals housed as a cohort should wear masks at all times (see section 4.7.20.1 below).
- Quarantined individuals housed alone should wear a mask whenever another individual enters the quarantine space.
- Laundry from quarantined individuals can be washed with others' laundry.
- Staff assignments to quarantine spaces should remain as consistent as possible, and these staff should limit their movements to other parts of the facility. These staff should wear recommended PPE based on their level of contact with the individuals under quarantine.

**4.7.18.1 Management of Offenders in Cohorted Quarantine.** Contractor will provide cohorted quarantine for offenders identified appropriate by Clinical Services Division.

Contractor will ensure all cohorted individuals will be monitored closely for symptoms of COVID-19, and those with symptoms should be placed under medical isolation immediately. In the event that an offender tests positive isolation will be enacted per CDC guidelines. The timeline for the length isolation will be established by the CSD as revealed by disease investigation.

Contractor will not add more offenders to an existing quarantine cohort after the 14-day quarantine clock has started. Doing so would complicate the calculation of the cohort's quarantine period, and potentially introduce new sources of infection.

#### **4.7.19 Hygiene, Cleaning, Personal Protective Equipment and Medical Supplies.**

Contractor will ensure that sufficient stocks of hygiene supplies, cleaning supplies, PPE, and medical supplies (consistent with the healthcare capabilities of the facility) are on hand and available and have a plan in place to restock as needed. Contractor will ensure that staff and offenders are trained to correctly don, doff, and dispose of PPE, correctly use hygiene supplies, and correctly use cleaning supplies. Standard medical supplies for daily needs include:

- Tissues
- Liquid or foam soap when possible. If bar soap must be used, ensure that it does not irritate the skin and thereby discourage frequent hand washing. Ensure a sufficient supply of soap for each individual.
- Hand drying supplies
- Alcohol-based hand sanitizer containing at least 60% alcohol (where permissible based on security restrictions)
- Cleaning supplies, including EPA-registered disinfectants effective against the virus that causes COVID-19
- Recommended PPE (surgical masks, N95 respirators, eye protection, disposable medical gloves, and disposable gowns/one-piece coveralls). See PPE section and Table 1 for more detailed information, including recommendations for extending the life of all PPE categories in the event of shortages, and when surgical masks are acceptable alternatives to N95s. Visit CDC's website for a calculator to help determine rate of PPE usage.
- Cloth face masks for source control
- Specimen collection and testing supplies will be provided by the State with Contractor's medical staff collecting the specimen.

**4.7.19.1 Personal Protective Equipment (PPE) for Staff and Offenders.** Contractor will provide PPE to staff and offenders as defined below and based on the circumstances outlined in **ATTACHMENT C**. State and Contractor acknowledge that shortages of all PPE categories have been seen during the COVID-19 response, particularly for non-healthcare workers. Guidance for optimizing the supply of each category (including strategies to reuse PPE safely) can be found on CDC's website.

- N95 respirator: N95 respirators should be prioritized when staff anticipate contact with infectious aerosols or droplets from someone with COVID-19. See below for guidance on when surgical masks are acceptable alternatives for N95s. Individuals working under conditions that require an N95 respirator should not use a cloth mask when an N95 is indicated.
- Surgical mask: Worn to protect the wearer from splashes, sprays, and respiratory droplets generated by others. (NOTE: Surgical masks are distinct from cloth masks, which are not PPE but are worn to protect others in the surrounding area from respiratory droplets generated by the wearer. Individuals working under conditions that require a surgical mask should not use a cloth mask when a surgical mask is indicated.)



- Eye protection: Goggles or disposable face shield that fully covers the front and sides of the face.
- A single pair of disposable patient examination gloves: Gloves should be changed if they become torn or heavily contaminated.
- Disposable medical isolation gown or single-use/disposable coveralls, when feasible: If staff are unable to wear a disposable gown or coveralls because it limits access to their duty belt and gear, ensure that duty belt and gear are disinfected after close contact with an individual with confirmed or suspected COVID-19, and that clothing is changed as soon as possible and laundered. Clean and disinfect duty belt and gear prior to reuse using a household cleaning spray or wipe, according to the product label. If there are shortages of gowns, they should be prioritized for aerosol-generating procedures, activities where splashes and sprays are anticipated, and high-contact activities that provide opportunities for transfer of pathogens to the hands and clothing of the wearer.

Contractor will establish designated PPE donning and doffing areas outside all spaces where PPE will be used. These spaces should include:

- A dedicated trash can for disposal of used PPE
- A hand washing station or access to alcohol-based hand sanitizer
- A poster demonstrating correct PPE donning and doffing procedures

**4.7.19.2 Cleaning & Disinfecting Practices.** Contractor will adhere to CDC recommendations for cleaning and disinfection. Contractor will monitor the CDC recommendations for updates. Contractor will ensure adequate supplies to support intensified cleaning and disinfection practices and have a plan in place to restock rapidly if needed.

- Contractor will clean and disinfect surfaces and objects that are frequently touched, especially in common areas, several times per day. Such surfaces may include objects/surfaces not ordinarily cleaned daily (e.g., doorknobs, light switches, sink handles, countertops, toilets, toilet handles, recreation equipment, kiosks, telephones, and computer equipment).
- Staff should clean shared equipment (e.g., radios, service weapons, keys, handcuffs) several times per day and when the use of the equipment has concluded.
- Contractor will use household cleaners and EPA-registered disinfectants effective against COVID-19, as appropriate for the surface, and follow label instructions for safe and effective use of the cleaning product, including precautions that should be taken when applying the product, such as wearing gloves and making sure there is good ventilation during use, and around people. Clean according to label instructions to ensure safe and effective use, appropriate product dilution, and contact time.

**4.1.19.3 Hygiene.** Contractor will require all staff and encourage all offenders to wear a cloth face mask as much as safely possible, to prevent transmission of COVID-19 through respiratory droplets that are created when a person talks, coughs, or sneezes. Contractor will:

- Provide two (2) cloth masks at no cost to offenders and launder them routinely. Surgical masks may also be used as source control but should be conserved for situations requiring PPE.
- Clearly explain the purpose of masks and when their use may be contraindicated. Because many individuals with COVID-19 do not have symptoms, it is important for everyone to wear masks in order to protect each other: “My mask protects you, your mask protects me.”
- Ensure staff know that cloth masks should not be used as a substitute for surgical masks or N95 respirators that may be required based on an individual’s scope of duties. Cloth masks

are not PPE but are worn to protect others in the surrounding area from respiratory droplets generated by the wearer.

Staff will reinforce healthy hygiene practices and provide and continually restock hygiene supplies throughout the facility, including in bathrooms, food preparation and dining areas, intake areas, visitor entries and exits, waiting rooms, common areas, medical, and staff-restricted areas (e.g., break rooms).

Contractor will provide offenders and staff no-cost access to:

- Soap – Provide liquid or foam soap where possible. If bar soap must be used, ensure that it does not irritate the skin, as this would discourage frequent hand washing, and ensure that individuals are not sharing bars of soap.
- Running water, and hand drying machines or disposable paper towels for hand washing
- Tissues and (where possible) no-touch trash receptacles for disposal
- Face masks

Contractor will provide alcohol-based hand sanitizer with at least 60% alcohol where permissible based on security restrictions. Consider allowing staff to carry individual-sized bottles to maintain hand hygiene.

**4.8 Inmate Workers.** Contractor will not use Inmate Workers at this facility.

**4.9 Offender Rights.**

**4.9.1 Religion.** Contractor must provide offenders the opportunity to voluntarily practice their own religious activities, subject only to those limitations necessary to maintain the order and security of the facility. Facilities may not require offenders to attend or participate in religious services or discussions.

**4.9.2 Grievances.** Contractor shall maintain a process through which offenders may present grievances concerning the operation of the program.

Contractor shall maintain a process through which offenders may present emergency grievances. Any offender alleging an emergency grievance may obtain assistance from any staff member to ensure the grievance is delivered. The emergency grievance will receive immediate attention. An emergency grievance issue includes:

1. **Sexual Misconduct:** If at any time an offender grievance contains issues involving sexual misconduct as defined in Prison Rape Elimination Act of 2003 (PREA), the grievance shall be identified as an emergency grievance and will be immediately forwarded to the Facility Contract Manager, Department's Office of Investigations, and Department's PREA Coordinator.
2. **Personal Injury, Physical Harm, or Other Serious Harm:** Offenders alleging actual, or risk of, immediate personal injury or physical harm, or when adhering to established timeframes may cause other serious or irreparable harm, may file a formal emergency grievance.

Contractor shall ensure all offenders are provided the appropriate policies, procedures, and/or forms for grievances and PREA during facility admission and be given the opportunity to review them, ask questions, and receive answers.

Contractor will ensure an offender will not be harassed, punished, or disciplined for utilizing the offender grievance program and that any employee violating this directive will be subject to disciplinary action.

When an offender has exhausted all levels of the Contractor's grievance program, he/she may advance the grievance to the State.

Contractor shall report on grievances as outlined in Section 3.4 Contractor Reporting of this Contract.

**4.9.3 Property/Clothing.** Contractor shall manage offender personal property in accordance with PFB operational requirement 6.2.421 Offender Personal Property. Contractor is responsible for providing offender clothing, both while in the facility and upon release if necessary. Contractor shall ensure each offender has two (2) masks upon their arrival at the facility. Contractor shall develop procedures for property handling upon offender admission, inventory, control, and limits.

**4.9.4 Legal Access.** Contractor must provide offenders with access to the necessary forms for filing the following:

1. Civil rights complaints;
2. Post-conviction petitions;
3. Sentence review applications;
4. Notices of appeal; and
5. Habeas corpus petitions.

**4.9.5 Telephone.** Contractor will ensure reasonable offender access to telephones.

**4.10 Facility Administration.** The facility is located at the Morier Building at 80 West Broadway, Butte, Montana 59701. The facility will house up to 16 male offenders and 4 female offenders.

Contractor will provide offenders with an environment that complies with local, state, and federal health and safety laws and regulations. Contractor will coordinate with the State about any press releases or communications with the public regarding facility operations or status of COVID-19 cases.

Contractor will conduct annual and quarterly inspections as recommended by the authority having jurisdiction, or if applicable, as specified by the equipment manufacturer. Contractor will maintain records of inspections by local, state, and federal authorities and will provide copies of such records to the State within thirty (30) days of their receipt. State reserves the right to request additional documentation of the facility's inspection reports as needed.

Contractor will forward reports of violation to the State within five (5) working days of their receipt, along with subsequent plans of correction and final agency disposition with regard to the report of violation. This shall include violations corrected at the time of inspection.

Contractor will submit a "Facility Condition Inventory," describing the overall condition of the facility and any component systems to [coraccdreports@mt.gov](mailto:coraccdreports@mt.gov) within thirty (30) calendar days of this facility becoming operational and annually. This inventory shall be in a format designated by the State.

**4.11 Facility Conditions.** The facility will be maintained and equipped to ensure the health and safety of offenders and provide them with reasonable protection against the danger of fire and smoke, injury attributable to the environment, electrical hazards, and the spread of disease and infection.

Physical health and safety features of the facility shall conform to requirements of local, state, or federal authorities having jurisdiction. Contractor will maintain a record of inspections made by authorities and a subsequent log of actions taken to correct violations or deficiencies. Plans shall be maintained identifying the steps and timetable for correction of non-conforming conditions.

Offenders shall be allowed to keep and display a reasonable number of personal belongings and will be required to take responsibility for maintaining their living quarters. Such responsibilities shall be clearly defined in writing and provided at orientation. There will be documentation that these responsibilities do not constitute full-time, reimbursable work.

All staff and offender furniture, furnishings, and equipment (i.e. desks, tables, chairs, couches, bookshelves, dishes, silverware, etc.) shall be provided by the facility and be sufficient to accommodate all offenders. Furniture, furnishings, and equipment shall be comfortable and maintained in clean condition and in good repair. All areas and surfaces shall be free of undesirable odors.

Subject to reasonable restrictions set forth in written policies and procedures of the facility, offenders will be provided with the following:

1. Individual toilet and bathing facilities for each offender room;
2. Well-ventilated, un-crowded living space in single or multiple-occupancy rooms. The number of offenders should not exceed the facility's State-approved bed capacity; and
3. Adequate space to store clothing and personal property, including lockable space.

Facility will regulate the use and location of noise-producing equipment and appliances, such as televisions, radios, or other audio or video players to avoid noise pollution.

**4.11.1 Infection Control.** Contractor will develop specific infection control policies to ensure that all individuals who have the potential for direct or indirect exposure to someone with COVID-19 or infectious materials (including body substances; contaminated medical supplies, devices, and equipment; contaminated environmental surfaces; or contaminated air) follow infection control practices outlined in the **CDC Interim Infection Prevention and Control Recommendations for Patients with Suspected or Confirmed Coronavirus Disease 2019 (COVID-19) in Healthcare Settings.**

Contractor agrees to monitor these guidelines regularly for updates. Contractor will implement the guidance as fully as possible within the correctional context and may need to adapt the recommendations to reflect facility operations and custody needs. Contractor's infection control policies should include the following requirements:

- Staff should exercise caution and wear recommended PPE when in contact with individuals showing COVID-19 symptoms. Contact should be minimized to the extent possible until the infected individual is wearing a mask (if not already wearing one and if not contraindicated) and staff are wearing PPE.
- Instruct staff about the importance of limiting unnecessary movements between housing units and through multiple areas of the facility, to prevent cross-contamination.
- Ensure that staff and offender are trained to doff PPE after they leave a space where PPE is required, as needed within the scope of their duties and work details. Ideally, staff should don clean PPE before entering a different space within the facility that also requires PPE.

**4.12 Laundry.** Contractor shall provide all laundry services for offenders. Offenders are not permitted to do their own laundry.

**4.13 Food Service.** Contractor will establish procedures for providing food service to offenders individually or with their cohort. Contractor's food service staff must develop and publish advance menu plans that are approved by a registered dietician:

1. All menu plans will be based on the Recommended Dietary Allowances (RDA) for males/females (as appropriate) aged 25-50 years as provided by the National Research Council Food and Nutrition Board.
2. The amounts of protein and calories provided must conform, at a minimum, to the RDA. The food service area must comply with state of Montana and local health regulations.
3. A single menu will be provided for staff and offenders, and copies of all menus must be kept at the facility with menu substitutions documented.
4. The following special diets must also be provided when required by an offender's documented need:
  - a. Low cholesterol;
  - b. Non-pork;
  - c. Modified vegetarian;
  - d. Strict vegetarian;
  - e. Low sodium;
  - f. Low sugar;
  - g. Modified consistency diet for geriatric offenders; and
  - h. Specialized medical diets, including:
    - i. Renal
    - ii. Gluten free
    - iii. Liquid
    - iv. Diabetic
  - i. Specialized religious diets.

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

Documentation at the facility by the 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.

Facilities must maintain adequate refrigeration, cooler and dry storage space to keep a minimum one-week food inventory supply on hand at the facility.

The kitchen must be adequately ventilated and properly furnished and clean. A facility supervisor must conduct routine inspections on a weekly basis.

**4.14 Staffing/Certification/Training.** To promote public safety and offender accountability, staffing must be adequate to meet safety and Program needs and shall be established in agreement with State and in accordance with the following policies and procedures:

**4.14.1 Staff Recruitment/Selection/Licensure/Certification.** Contractor will fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and ADA Amendments Act of 2008, Section 504 of the Rehabilitation Act of 1973, and Prison Rape Elimination Act 35 U.S.C. § 30301 et seq.

In accordance with § 49-3-207, MCA, the hiring of staff will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

Contractor will hire all program and support staff. It is the responsibility of the facility to hire and to retain an adequate number of fully qualified, licensed and/or certified staff at all times, in order to ensure that the facility's program is never disrupted or compromised due to employees' absences from work or because of vacant positions. Contractor will define the number of staff needed for all positions to ensure that the facility's program is never disrupted or compromised due to employees' absences from work or because of vacant positions.

Contractor must be capable of providing sufficient, experienced personnel to meet the requirements specified in the Contract with the State.

All clinical staff, including behavioral health and medical staff, providing services for the facility must be licensed and certified, or eligible for certification, through the Montana Department of Labor and Industry. Staff eligible for certification shall be eligible for permanent employment contingent on being licensed and certified within the first 24 months of employment.

All Case Managers, or similar staff, must have a baccalaureate degree or, if approved by the State prior to hire, the equivalent of formal training and work-related experience in behavioral sciences.

Contractor must ensure all areas of responsibilities relating to hiring requirements, recruitment and hiring of vacant and critical positions, and position descriptions are addressed. Areas of responsibilities include:

1. Criminal background investigations;
  - a. Contractor will require that all employment applicants conditionally offered employment, submit to a fingerprint-based criminal record check and criminal history record information review. Upon receipt of the results, Contractor shall comply with all Federal Bureau of Investigation (FBI) requirements related to retention and destruction of fingerprints and use of the information received. Contractor shall maintain in each employee's personnel file, evidence of compliance with this provision.
  - b. A person with a felony record will not be employed by a facility without first receiving written approval from the State.

**4.14.2 Staffing Plans/Patterns.** Contractor will maintain sufficient staff to deliver the services required by its program, including a minimum of two (2) staff persons in each housing unit at all times to supervise offenders. Staffing plan will be submitted to the State Contract Manager prior to the operation of the facility.

Contractor will maintain documentation regarding staffing patterns (Staff Assignment Schedule) that demonstrates an adequate number of staff to ensure supervision for the custody, control, and safety of offenders in the program. The Staff Assignment Schedule will include 24-hour supervision, as well as adequate, qualified staff to provide all required services. Position descriptions for each position will be designated on the Staff Assignment Schedule. This documentation will be available to the State upon request.

**4.14.3 Staff Training.** Contractor must follow **ATTACHMENT A** of this Contract for staff training requirements. All staff should have a basic understanding of COVID-19, how the disease is

thought to spread, what the symptoms of the disease are, and what measures are being implemented and can be taken by individuals to prevent or minimize the transmission of COVID-19.

**4.15 Masks.** Contractor shall require all staff to wear masks while in the facility. Offenders should be encouraged to wear masks. Masks cover the nose and mouth and are intended to help prevent people who have COVID-19 from transmitting it to others, even if they do not have symptoms. Cloth masks should be worn in settings where social distancing measures are difficult to maintain. Masks are recommended as a simple barrier to help prevent respiratory droplets from traveling into the air and onto other people when the person wearing the mask coughs, sneezes, talks, or raises their voice. If everyone wears a mask in congregate settings, the risk of exposure to COVID-19 can be reduced. Anyone who has trouble breathing or is unconscious, incapacitated, otherwise unable to remove the mask without assistance should not wear a mask. All staff and offenders must be trained on how to wear masks. Staff that require PPE should not use a cloth mask when a surgical mask or N95 respirator is indicated (see **ATTACHMENT C**). Surgical masks and N95 respirators should be reserved for situations where the wearer needs PPE.

**4.16 Prevention of the Spread of COVID-19.** Contractor shall:

1. Encourage all persons in the facility to take the following actions to protect themselves and others from COVID-19.
2. Post signs throughout the facility and communicate this information verbally on a regular basis. Sample signage and other communications materials are available on the CDC website.
3. Ensure that materials can be understood by non-English speakers and those with low literacy and make necessary accommodations for those with cognitive or intellectual disabilities and those who are deaf, blind, or have low vision.

Contractor shall provide the following information to staff and offenders:

1. Practice good cough and sneeze etiquette: Cover your mouth and nose with your elbow (or ideally with a tissue) rather than with your hand when you cough or sneeze and throw all tissues in the trash immediately after use.
2. Practice good hand hygiene: Regularly wash your hands with soap and water for at least 20 seconds, especially after coughing, sneezing, or blowing your nose; after using the bathroom; before eating; before and after preparing food; before taking medication; and after touching garbage.
3. Wear masks, unless PPE is indicated.
4. Avoid touching your eyes, nose, or mouth without cleaning your hands first.
5. Avoid sharing eating utensils, dishes, and cups.
6. Avoid non-essential physical contact.

Additionally, Contractor shall provide the following information to offenders:

1. The importance of reporting symptoms to staff.
2. Social distancing and its importance for preventing COVID-19.
3. Purpose of quarantine and medical isolation.

Additionally, Contractor shall provide the following information to staff:

1. When feasible and consistent with security priorities, encourage staff to maintain a distance of six (6) feet or more from an individual with COVID-19 symptoms while interviewing, escorting, or interacting in other ways, and to wear recommended PPE if closer contact is necessary.
2. Staff should keep interactions with individuals with COVID-19 symptoms as brief as possible.
3. Staff should stay at home if they are sick. Ensure staff are aware that they will not be able to enter the facility if they have symptoms of COVID-19, and that they will be expected to leave the facility

as soon as possible if they develop symptoms while on duty and staff should follow CDC-recommended steps for persons who are ill with COVID-19 symptoms including self-isolating at home, contacting a healthcare provider as soon as possible to determine whether evaluation or testing is needed, and contacting a supervisor.

4. Consider strategies for testing asymptomatic staff without known COVID-19 exposure for early identification of COVID-19 in the facility.
5. Provide staff with up-to-date information about COVID-19 and about facility policies on a regular basis, including: a) Symptoms of COVID-19 and its health risks, and b) Employers' sick leave policy.
6. Staff identified as close contacts of someone with COVID-19 should self-quarantine at home for 14 days, unless a shortage of critical staff precludes quarantine.

## **5. OFFENDER RECORDS/FILES/OMIS ENTRY**

**5.1 Offender Records.** Offender case records consist of three (3) types: Program-Generated, Medical Records, and State-Generated records.

**5.1.1 Program-Generated Records** include, but are not limited to:

1. Case Notes;
2. Intake Medical Assessments
3. Admission Agreements; and
4. Confidentiality statements.

**5.1.2 Medical Records.** Contractor must comply with all applicable requirements of the Health Information Portability and Accountability Act of 1996 (HIPAA) and the Montana Health Care Records Act. Medical Records include, but are not limited to:

1. Results of physical exams and laboratory findings;
2. Documentation of health care services provided and complaints;
3. Medication records; and
4. Information from other health care facilities.

Medical records originated by the State are the property of the State. Contractor may keep a copy of offender medical records but must return the offender medical record to the State at the conclusion of offender's resident status at the facility. The State may request any new medical information maintained at the facility.

**5.1.3 State-Generated Records** include, but are not limited to:

1. Documentation of the offender's previous prison, probation, or parole, including State records, judgments and other court documents, and Board of Pardons and Parole records;
2. Facility reports to the State concerning the offender's care; and
3. Any disciplinary action that causes the facility to terminate the offender from the placement.

State-generated records are property of the State. The facility may keep a copy of State records and the State may request State record material from the Contractor.

Most offender file information is public information. The exceptions are for personally identifiable information (PII), such as date of birth, social security number, etc.; information that is protected by a right of privacy such as medical, mental health, and treatment information; information that, if released



would pose a threat to security or safety; National Crime Information Center (NCIC) information; information concerning a criminal investigation; fingerprints; and, presentence investigation reports.

**5.2 Access to Offender Records.** Contractor will protect offender records as confidential and not allow other offenders access to view or handle offender records. Offenders may make written requests to review their individual file materials and may be granted access to review non-confidential portions of their file. Facility shall maintain offender records on-site in a locked, secure area.

Contractor agrees to notify in writing all employees, agents, consultants, licensees, or subcontractors of the requirements of confidentiality and secure from each an acknowledgment of such advisement and Agreement to be bound by the terms of this Contract with the State as an employee, agent, consultant, licensee or subcontractors of the facility, as the case may be.

Any breach of confidentiality by the Contractor or third-party agents of the Contractor shall constitute a material breach of the Contract. Any records and files delivered to the facility shall be returned to the State.

**5.3 Maintenance and Retention of Offender Records.** Contractor will establish procedures to ensure that current offender records are promptly compiled and sent to the receiving location when offenders transfer from one facility to another. All records will be retained by Contractor for the duration of the contract plus 8 years.

**5.4 OMIS Access and Entry.** Contractor will follow established State procedures for Contractor employees to receive access to the Department of Corrections' Offender Management Information System (OMIS). State requires Contractor employees to be trained or certified, as appropriate, to enter into OMIS, offender location, offender photos, and case notes.

Contractor employees must protect the confidentiality of their OMIS login information and may not share this information or write the information where it can be found by others.

There is no right of privacy in the use of State IT resources and all aspects of Contractor employee usage may be monitored.

Contractor employees who have not accessed OMIS within a 30-day time period will be automatically locked out of OMIS and must contact State to regain access.

Contractor agrees to notify the State of a Contractor employee's resignation or termination within 48 hours if the Contractor employee has been granted access to OMIS

Under no circumstances will an offender be allowed to access OMIS.

Any Contractor employee authorized to enter, modify, or delete data is responsible and accountable for the completeness, accuracy and timeliness of the data they handle.

Contractor agrees to provide offender information to the State through OMIS. The State will be responsible for training and directives regarding information to be entered into OMIS by Contractor.

**5.5 Access to Facility.** With reasonable notice, State employees, the Legislative Auditor's Office, the Governor's Office, the Board of Pardons and Parole, and members of the Legislature shall have access to the facility to allow for observation of the facility and its operation. All such persons desiring access to the facility shall be subject to Contractor's routine security inspection and adherence to procedures in place to

prevent the spread of COVID-19. Access shall include, but not be limited to Contractor's staff and offenders housed in the facility. Contractor shall be given reasonable advance notice in order to accommodate organized tours of the Facility. Failure to grant access to the parties named above may result in termination of the Contract. No notice is required for State site visits related to the monitoring of Contract compliance.

**5.6 Emergency Preparedness.** Contractor shall maintain written procedures compatible with the National Incident Management System and the National Incident Command System set forth by the Department of Homeland Security and Montana Disaster and Emergency Services to provide for the continued operation of the facility in the event of an employee work stoppage, sick outs, emergency, or disaster. The procedures shall include, but not be limited to the following: assignment of tasks and responsibilities; instructions for the use of alarm systems; notification of authorities; use of special emergency equipment; notification of the State and local law enforcement personnel; and specifications of escape routes and procedures. The emergency evacuation routes shall be posted at highly visible locations and explained to each new offender at orientation. The facility shall conduct and maintain documentation of quarterly drills and evaluate the effectiveness of disaster procedures.

Contractor must have a written Contingency Plan reviewed by State that includes an identified alternate location for offenders to reside temporarily for approximately a ninety (90) day duration, and an identified transportation plan that provides adequate life support resources (i.e. food, shelter, water, personal hygiene) in the event of a natural or man-made event (i.e. earthquake, wildfire, prolonged/catastrophic utility failure, etc.) which renders the facility uninhabitable. The alternate location must be able to provide the same level of health care and offender isolation or quarantine capabilities. The Contingency Plan should ensure that any offender populations that might exist at the alternate location are not mixed with the Quarantine Hold offenders. The Contingency Plan must address possible PPE shortages during the COVID-19 pandemic, particularly for non-healthcare workers. The Contingency Plan must address reduced workforce due to absences, coordination with public health and with correctional partners. Staff must be trained on facility's Contingency Plan.

**5.7 Assumed Control/Emergency Operation of Facility by Contractor and/or State.** Contractor shall submit a detailed plan for State review that identifies how the facility will cooperatively work with other jurisdictions to effectively coordinate the continuity of operations of the facility in the event of an emergency, consistent with federal guidelines.

The plan shall also address the assumption of operations of the facility by State in the event of Contractor's bankruptcy or financial insolvency or if Contractor is unable to operate the facility due to an emergency.

**5.8 Use of Force.** Contractor shall report incidents resulting in use of force as directed by the State through procedures for priority incident reporting. The use or possession of firearms or gases for control of offenders are not allowed in this facility except by law enforcement personnel.

**5.9 Escapes.** Contractor shall fully comply with PFB 6.2.422 Escapes, which is incorporated by reference, as existing at the time of execution of this Contract and as amended at any time during the Contract term.

## **6. COMPLIANCE MONITORING**

Contractor shall cooperate with all contract monitoring actions taken by the State to ensure compliance with Contract terms. Contract monitoring activities include:

1. Interim monitoring reviews or site visits either announced or unannounced by the State.
2. Performance or compliance audits by the State.
3. Corrective action plans to address identified areas of noncompliance, inefficiency, or ineffectiveness

4. Other requests for offender-specific or facility information by State to address issues that may arise

**6.1 Fiscal Management/Reporting.** Contractor will provide State, for review, the Contractor's yearly (audited) financial statements.

On an annual basis, Contractor must require by signature of its authorized representative, that since the date of Contractor's most recent financial statements, there has not been any material adverse change in Contractor's business or condition, nor has there been any change in the assets or liabilities or financial condition from that reflected in the financial statements which is material to Contractor's ability to perform its obligations under this Contract. If requested, Contractor agrees to provide State with a copy of its most recent financial statement, related to this specific Contract.

**6.2 Policy, Procedures, and Operational Requirement Changes and Reference List.**

Procedures cited in this Contract are subject to compliance monitoring. Contractor may submit written comments on all revisions as proposed by the State. If the State proposes or considers Policy, Procedure, or Operational Requirement changes affecting Contractor's financial operation or the intent of the Contract, State agrees to negotiate these changes or the Contract prior to implementation of said Administrative Rules, Policies, or Procedures. State will not implement procedures or policies that affect Contractor's financial operation or the intent of the Contract without mutual agreement. Neither Contractor nor State will unreasonably withhold agreement.

State will only make revisions to the procedures or operational requirements cited in this Contract after a twenty (20)-day review/comment period by both parties. State will conduct meetings with Contractor or its designee, as determined necessary by the State, to review and discuss proposed policy changes. If parties are in disagreement about policies that do not affect Contractor's financial operations or the intent of the Contract, final approval is at the discretion of State.

Upon agreement by both parties, implementation of policy, procedures, and operational requirements will occur immediately upon finalization and agreement of policy.

**7. SYSTEM SECURITY**

The Contractor acknowledges responsibility for loss or unauthorized acquisition of personal information it holds 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 through 2-6-1503, MCA. In absence of insurance coverage specific to this type of coverage, Contractor assumes personal liability for any such information breaches.

**8. CONSIDERATION/PAYMENT**

State agrees to pay a daily per diem rate. "Daily" means each day, or part of a day, including the first but not the last day of program participation/confinement. State shall compensate Contractor for successful delivery of the services provided pursuant to Contract in the following manner:

**8.1 Offender Per Diem Rates.**

State will pay Contractor a per diem rate of **\$70.00 (seventy and 00/100 dollars) per male/female offender, per day.** Program capacity at the facility is **sixteen (16) male isolation beds and four (4) female isolation beds.**

**8.2 Billing/Payment.** All payments made to the Contractor by the State pursuant to this Contract shall be made only upon submission by Contractor of an invoice specifying the amounts due for contractual services rendered during the preceding month and certifying that services requested under the Contract have been performed in accordance with the Contract. Electronic invoices shall be submitted no later than the 10<sup>th</sup> of each month and shall contain each offender name and DOC identification number placed at the facility, the date of Facility entry, and date of facility exit, if applicable. Invoice and accompanying documentation will be submitted in a format approved by the State.

Per § 17-8-242, MCA, State agrees to pay Contractor within thirty (30) days following receipt of a correct invoice. Invoices are subject to audit and adjustment by State before and after payment is made. Unless such invoice is subjected to a special review or audit, State will make every effort to pay Contractor or provide written explanation of exception, within 15 days of State receiving a correct invoice.

The per diem rate constitutes the sole and exclusive payment by State for the provision of all services required herein and shall remain in effect until changed by mutual agreement of both parties, except as otherwise specifically provided in this Contract.

**8.3 Reference to Contract.** The Contract number MUST appear on all invoices and correspondence pertaining to the Contract. If the number is not provided the State is not obligated to pay the invoice.

## **9. AGENCY ASSISTANCE**

To the extent possible, Contractor shall use its own equipment in providing the services set forth in Sections 3 through 5. However, the parties recognize that services provided to State may occur within the confines of a secure correctional facility necessitating the use of State facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and phone service (e.g., Montana State Prison does not allow cellular or digital phones within the facility).

## **10. PREVAILING WAGE REQUIREMENTS**

**10.1 Montana Resident Preference.** The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in § 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or no 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.

**10.2 Standard Prevailing Rate of Wages.** In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with §§ 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in § 18-2-401, MCA, in which the total cost of the contract is 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.

The standard prevailing rate of wages paid to workers under this Contract must be adjusted twelve (12) months after the date of the award of the public works contract per § 18-2-417, MCA. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every twelve (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.

**10.3 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.

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

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for **Nonconstruction Services**. Rates can be located at the following link: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>

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

**11.1 Access to Records.** Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. Offender's protected health information (PHI) shall not be made accessible to Legislative Auditor Division without a HIPAA-compliant and a 42 CFR Part 2-compliant release signed by the offender. The State may terminate this Contract under Section 22, without incurring liability, for the Contractor's refusal to allow access as required by this section. (§ 18-1-118, MCA.)

**11.2 Retention Period.** Contractor shall create and retain all records related to and supporting the Reentry Program services for a period of eight years after either the completion date of this Contract or termination of the Contract.

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

Contractor may not assign, transfer, or subcontract any portion of this Contract without the State's prior written consent (§ 18-4-141, MCA). Contractor is responsible to the 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 the State under this Contract.

Contractor shall keep State informed about programmatic and health services work that Contractor subcontracts by submitting all subcontracts to the Facilities Contract Manager for review and approval at least 30 days prior to beginning of performance of the contract. State shall submit its approval or revision recommendation in writing to Contractor within ten (10) business days of receipt.

In cases of exigent circumstances requiring immediate action, Contractor will notify the State the next business day following the incident.

Subcontractors are subject to all conditions contained in this Contract.

### **13. HOLD HARMLESS/INDEMNIFICATION**

Contractor agrees to protect, defend, and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State, under this Contract.

### **14. REQUIRED INSURANCE**

**14.1 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.

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

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

The 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.

**14.4 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.

The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles owned, leased, hired, or borrowed by the contractor.

**14.5 Specific Requirements for Professional Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

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

**14.7 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by the State's Contracts Management Bureau, P.O. Box 201301, Helena, MT 59620-1301. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

## **15. LICENSURE**

Contractor agrees to provide the State with copies of appropriate current licenses issued under Title 37 and Title 53, Chapter 30 of the Montana Code Annotated for all persons performing services under this Contract.

Contractor agrees to provide copies of current licenses and certifications of any employee or independent contractor performing services under this Contract and to provide copies of proof that Contractor or subcontractor is registered to do business in Montana.

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

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the 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 the MDOC Contracts Management Bureau, P.O. Box 201301, Helena, MT 59620-1301.

## **17. COMPLIANCE WITH LAWS**

**17.1 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

Contractor: Community, Counseling and Correctional Services Inc.  
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Contracting Authority: 53-1-203 MCA

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, Montana Department of Corrections – (MDOC) Policy 1.1.17, Prison Rape Elimination Act, and PFB 6.2.404 PREA to include incident reporting. Contractor shall establish a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Contractor shall comply with all applicable provisions of HIPAA and Montana Health Care Records Act. Any subletting or subcontracting by Contractor subjects its 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.

**17.2 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 § 4980 H (ACA) if provided by the State.

**17.3 Additional Indemnification.** Claims under this provision also include those arising out of or in any way connected with Contractor's breach of this Contract, including any Claims asserting that any of Contractor's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties imposed on the State under the Code §§ 4980H, 6055 or 6056.

**17.4 Reporting Requirements.** Contractor, if Contractor is an applicable large employer under the ACA, further states that it shall satisfy all reporting requirements under the Code §§ 6055 and 6056 (ACA) with respect to individuals who perform services for the State.

**17.5 Auditing.** The State may audit Contractor's operations to ensure that the Contractor has complied with the statements made above.

## **18. DISABILITY ACCOMMODATIONS**

The 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.

## **19. 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, and 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>.

## **20. INTELLECTUAL PROPERTY/OWNERSHIP**

**20.1 Mutual Use.** Contractor shall make available to the State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice or created in whole or in part under this Contract, if such availability is necessary for the State to receive the benefits of this Contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this Contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Contractor has developed or prepared for the 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. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

**20.2 Title and Ownership Rights.** The 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 the 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.

**20.3 Ownership of Work Product.** Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.

**20.4 Copy of Work Product.** Contractor shall, at no cost to the State, deliver to the State, upon the 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 the State's request, or such expiration or termination.

**20.5 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 the 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 the State before its use and to prove its ownership. If, however, Contractor fails to disclose to the State such Contractor Pre-Existing Materials, Contractor shall grant the 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 the 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 20.3 (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.

## **21. ALTERNATE DISPUTE RESOLUTION**

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

1. Step 1: Each party will appoint a person who shall be responsible for administering the resolution procedures regarding claims. Those appointed persons should attempt to settle such claim. If they are unable to resolve the claim within thirty (30) days after either party notifies the other that the claim has been referred for resolution, either party may declare that an impasse has been reached and proceed to Step 2.
2. Step 2: Upon declaration of an impasse, the parties will seek mediation by a qualified 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, the party seeking mediation will choose the mediator. The cost of the mediation will be split equally between the parties.  
The mediator shall conduct all hearings and meetings in Helena, Montana. If non-binding mediation does not resolve the dispute, parties may proceed to Step 3 set out herein.
3. Step 3: Either party may seek any remedy available under law or the parties may agree to resolve the dispute with binding arbitration.

## **22. CONTRACT TERMINATION**

**22.1 Termination for Cause with Notice to Cure Requirement.** The 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.

**22.2 Termination for Cause with Notice to Cure Requirement.** Contractor may terminate this Contract for the State's failure to perform any of its duties under this Contract after giving the 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.

**22.3 Reduction of Funding.** The State must, by law, cancel this contract if funds are not appropriated or otherwise made available to support the 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, the State shall cancel this Contract as required by law. The State shall provide Contractor the date the State's cancellation shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the Contract not been canceled under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's cancellation takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from cancellation under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

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

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

2. Contractor files a voluntary petition in bankruptcy;
3. Contractor admits in writing its inability to pay its debts as they become due;
4. Contractor makes a general assignment for the benefit of creditors;
5. Contractor files a petition or an answer seeking reorganization or rearrangement with creditors or, as a debtor, invokes or takes advantage of any insolvency law; or
6. A court of competent jurisdiction enters an order, judgment or decree, on the application of a creditor, adjudicating Contractor as bankrupt or insolvent or approving a petition seeking reorganization of Contractor or a substantial part of its assets, and such order, judgment or decree continues unstayed for thirty (30) days.

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

**22.5 Termination Due to Destruction or Condemnation.** If the facility is totally or extensively damaged by fire or other casualty so as to prevent or substantially limit Contractor 's operations or is condemned for public use by a legally constituted public authority, either party may terminate the Contract with written notice (documented by certified mail) provided to the other party within sixty (60) calendar 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.

**22.6 Termination Upon Notice**

State reserves the right to terminate the Contract at its sole discretion with a sixty (60) calendar day notice.

**22.7 State Procedure upon Termination.** Upon delivery to Contractor of a Notice of Termination specifying the reason of the termination, the extent to which performance of work under the Contract is terminated, and the date on which such termination becomes effective, Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
2. Deliver files and/or documentation, in any form, to State at the time and in the manner requested by State; and
3. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

**22.8 Contractor Procedure upon Termination.** Upon delivery to State of a Notice of Termination specifying the reason for termination (no cause shown or stated failure to perform) and the date on which such termination becomes effective, Contractor shall:

1. Stop work under the Contract on the date specified in the Notice of Termination or date negotiated with State; and
2. Deliver files and/or documentation, in any form, to the State at the time and in the manner requested by State.

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

**23. EVENT OF BREACH – REMEDIES**

**23.1 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:

- 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, including but not limited to beginning work under this contract without prior State approval; or
- Voluntary or involuntary bankruptcy or receivership.

**23.2 Event of Breach by State.** The State's failure to perform any material term or condition of this Contract constitutes an event of breach.

**23.3 Actions in Event of Breach.**

Upon Contractor's material breach, the State may:

- Terminate this Contract under Section 22.1 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 the State's material breach, Contractor may:

- Terminate this Contract under Section 22.2 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.

**24. 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.

**25. 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.

**26. LIAISONS AND SERVICE OF NOTICES**

**26.1 Contract Liaisons.** All project management and coordination shall be performed by the State's point of contact designated below. Contractor shall designate a liaison that will provide project management and coordination of Contractor's work. All work performed under this Contract must be coordinated between the State's Liaison and Contractor's Liaison.

Sue Chvilicek Podruzny is MDOC's Liaison.  
5 S Last Chance Gulch  
Helena MT 59601  
Telephone: (406) 444-6483

E-mail: [Sue.Chvilicek@mt.gov](mailto:Sue.Chvilicek@mt.gov)

Mike Thatcher is Contractor's Liaison

Contractor: Community, Counseling and Correctional Services Inc.  
Contract # COR-SVCS-2021-0395-PFB  
Contracting Authority: 53-1-203 MCA

CCCS, Inc. Corporate Office  
471 East Mercury Street  
Butte, MT 59701

Telephone: (406) 782-0417  
E-mail: [mthatcher@cccscorp.com](mailto:mthatcher@cccscorp.com)

**26.2 Contract Manager.** State's Contract Manager identified below shall perform routine Contract management duties on State's behalf. Written notices and requests or any issues, not related to project management and coordination, regarding this Contract should be directed to both the State's Facilities and Contract Managers.

Kristi Hernandez is State's Contract Manager  
P.O. Box 201301  
Helena MT 59620-1301  
Telephone: (406) 444-9649  
E-mail: [Kristi.hernandez@mt.gov](mailto:Kristi.hernandez@mt.gov)

**26.3 Notifications.** The State's and Contractor's Liaisons and Contract Managers may be changed by written notice to the other party. Written notices, requests, or complaints must be directed to the Liaison and Contract Manager. Notice may be provided by email, personal service, mail, or facsimile. If notice is provided by email, personal service, or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective three business days after date of mailing.

**26.4 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.

## **27. MEETINGS**

**27.1 Technical or Contractual Problems.** Contractor shall meet with the 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 the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The 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.

**27.2 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 the 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.

**27.3 State's Failure or Delay.** For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the State's failure or delay in discharging any State obligation, the

State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the 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 the 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.

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

**29. CHOICE OF LAW AND VENUE**

Montana law governs this Contract. 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.

**30. TAX EXEMPTION**

The 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. § et seq.

**31. PERSONAL PROPERTY TAX**

All personal property taxes will be paid by the Contractor.

**32. MISCELLANEOUS MATTERS**

The parties agree that electronic transmissions, such as e-mails, may be used and considered as written transmissions under the terms of this Contract. The parties agree that where there are references to statutes, policies or administrative rules, those references shall automatically be amended to refer to renumbered statutes, policies, or administrative rules as appropriate.

**33. AUTHORITY**

This Contract is issued under authority of Title 53, Chapter 1, Part 2, Montana Code Annotated. Contractor recognized that this Contract is subject to public inspection pursuant to Article 2, Section 9 of the Montana Constitution.

**34. NON-EXCLUSIVE**

The intent of this Contract is to provide state agencies with an expedited means of procuring 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.

**35. SEVERABILITY CLAUSE**

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.

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

**36.1 Contract.** This Contract consists of 46 (forty-six) numbered pages plus any Attachments referred to within the numbered pages of the Contract provided they have been expressly incorporated herein by reference.

**36.2 Entire Agreement.** These documents are the entire agreement of the parties. All prior negotiations, representations, and understandings between the parties are superseded by the Contract. Any amendment or modification must be in a written agreement signed by the parties.

**37. WAIVER**

The 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.

**38. 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.

**39. 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**

**CONTRACTOR**  
**Community, Counseling and Community**  
**Services Inc.**  
**471 E. Mercury Street**  
**Butte, MT 59701**  
**FEDERAL ID# 81-0413419**

BY: Megan Coy, Bureau Chief

DocuSigned by:  
*Megan Coy*  
84BB6FEFC058468...  
\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_ 12/1/2020

BY: Mike Thatcher

DocuSigned by:  
*Mike Thatcher*  
887ECE8E425C4D2...  
\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_ 11/30/2020

Approved as to Legal Content:

DocuSigned by:  
*Melenda McLarty*  
44E915492B274F4...  
\_\_\_\_\_  
Legal Counsel

11/30/2020  
Date

Approved as to Form:

DocuSigned by:  
*Pat Schlauch*  
8737BA31A5794E3...  
\_\_\_\_\_  
Procurement Officer

11/30/2020  
Date



## **ATTACHMENT A: Minimum Requirements for Staff Training**

| <b>All Positions</b>   | <b>Frequency</b> |
|--|------------------|
| Civil Rights (must include Sexual Harassment and Discrimination)   | Every 3 years    |
| Native American Issues, Customs and Religious Practice   | Once             |
| Prison Rape Elimination Act (PREA)   | Every 2 years    |
| Code of Ethics   | Every 2 years    |
| Blood-borne Pathogens  | Annually         |
| First Aid, CPR and AED   | Every 2 years    |
| Mental Health Issues & Suicide Intervention  | Every 2 years    |
| Emergency Preparedness   | Once             |
| Offender Rights  | Every 2 years    |
|  |                  |
|  |                  |
| <b>All Staff with Offender Contact</b>   |                  |
| Self-Defense   | Annually         |
| De-escalation and Use of Force   | Annually         |
| Know How to Wear Your Face Mask Correctly<br><a href="https://www.cdc.gov/video/socialmedia/HowToWearAMaskVideo_lowres.wmv">https://www.cdc.gov/video/socialmedia/HowToWearAMaskVideo_lowres.wmv</a> | Annually         |
| Demonstration of Donning PPE<br><a href="https://www.cdc.gov/video/socialmedia/316343_DonningPPE_final_lowres_2.wmv">https://www.cdc.gov/video/socialmedia/316343_DonningPPE_final_lowres_2.wmv</a>  | Annually         |
| Demonstration of Doffing PPE<br><a href="https://www.cdc.gov/video/socialmedia/316343_DoffingPPE_final_lowres.wmv">https://www.cdc.gov/video/socialmedia/316343_DoffingPPE_final_lowres.wmv</a>      | Annually         |
|  |                  |
| <b>Security Staff</b>  |                  |
| Transportation Procedures  | Annually         |
|  |                  |
| <b>Food Handlers</b>   |                  |
| Better Processing School   | Once             |
| Serve Safe   | Every 5 years    |
|  |                  |
| <b>OMIS Users</b>  |                  |
| DOC Data Quality & Computer Security Policies  | Once             |
| Topic Specific OMIS Training   | Once – as needed |

## **ATTACHMENT B – DOC POLICIES AND PROCEDURES**

|             |   |
|-------------|---|
| PFB 6.2.404 | PREA Compliance and Reporting               |
| PFB 6.1.202 | Administrative Transfers                    |
| PPD 4.6.202 | Secure Placements                           |
| PFB 6.2.421 | Offender Personal Property                  |
| PFB 6.2.422 | Escapes                                     |
| PFB 6.2.424 | Disciplinary Process in Contract Facilities |

## **ATTACHMENT C - PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Recommended Personal Protective Equipment (PPE) for Incarcerated/Detained Persons and Staff in a Correctional or Detention Facility during the COVID-19 Response

| <b>Classification of Individual Wearing PPE</b>  | <b>N95 respirator</b>  | <b>Surgical mask</b> | <b>Eye Protection</b> | <b>Gloves</b> | <b>Gown/Coveralls</b> |
|--|--|----------------------|-----------------------|---------------|-----------------------|
| <b>Incarcerated/Detained Persons</b>   |  |                      |                       |               |                       |
| Asymptomatic incarcerated/detained persons (under quarantine as close contacts of someone with COVID-19)                     | Use cloth masks as source control (NOTE: cloth face coverings are NOT PPE and may not protect the wearer. Prioritize cloth masks for source control among all persons who do not meet criteria for N95 or surgical masks, and to conserve surgical masks for situations that require PPE.) |                      |                       |               |                       |
| Incarcerated/detained persons who have confirmed or suspected COVID-19, or showing symptoms of COVID-19                      |  |                      |                       |               |                       |
| Incarcerated/detained persons handling laundry or used food service items from someone with COVID-19 or their close contacts |  |                      |                       | X             | X                     |
| Incarcerated/detained persons cleaning an area where someone with COVID-19 spends time                                       | Additional PPE may be needed based on the product label. See CDC <a href="#">guidelines</a> for more details.  |                      |                       | X             | X                     |

Attachment C continues to next page

| Classification of Individual Wearing PPE  | N95 respirator  | Surgical mask  | Eye Protection | Gloves | Gown/ Coveralls |
|---|---|--|----------------|--------|-----------------|
| <b>Staff</b>  |   |  |                |        |                 |
| Staff having direct contact with asymptomatic incarcerated/detained persons under quarantine as close contacts of someone with COVID-19* (but not performing temperature checks or providing medical care)  |   | Surgical mask, eye protection, and gloves as local supply and scope of duties allow. |                |        |                 |
| Staff performing temperature checks on any group of people (staff, visitors, or incarcerated/detained persons), or providing medical care to asymptomatic quarantined persons   |   | X  | X              | X      |                 |
| Staff having direct contact with (including transport) or offering medical care to individuals with confirmed or suspected COVID-19 (See CDC <a href="#">infection control guidelines</a> ). For recommended PPE for staff performing collection of specimens for SARS-CoV-2 testing see the <a href="#">Standardized procedure for SARS-CoV-2 testing in congregate settings</a> . | X**   |  | X              | X      | X               |
| Staff present during a procedure on someone with confirmed or suspected COVID-19 that may generate infectious aerosols (See CDC <a href="#">infection control guidelines</a> )  | X   |  | X              | X      | X               |
| Staff handling laundry or used food service items from someone with COVID-19 or their close contacts  |   |  |                | X      | X               |
| Staff cleaning an area where someone with COVID-19 spends time  | Additional PPE may be needed based on the product label. See CDC <a href="#">guidelines</a> for more details. |  |                | X      | X               |

## **ATTACHMENT D – SCREENING PROTOCOLS**

### Verbal Screening and Temperature Check Protocols

Verbal screening for symptoms of COVID-19 and contact with COVID-19 cases should include the following questions:

- Today or in the past 24 hours, have you had any of the following symptoms?
- Fever, felt feverish, or had chills?
- Cough?
- Difficulty breathing?
- In the past 14 days, have you had close contact with a person known to be infected with the novel coronavirus (COVID-19)?

The following is a protocol to safely check an individual's temperature:

- Wash hands with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer with at least 60% alcohol.
- Put on a surgical mask, eye protection (goggles or disposable face shield that fully covers the front and sides of the face), and a single pair of disposable gloves
- Check individual's temperature
- If performing a temperature check on multiple individuals, ensure that a clean pair of gloves is used for each individual and that the thermometer has been thoroughly cleaned in between each check. If disposable or non-contact thermometers are used and the screener did not have physical contact with an individual, gloves do not need to be changed before the next check. If non-contact thermometers are used, they should be cleaned with an alcohol wipe (or isopropyl alcohol on a cotton swab) between each individual.
- Remove and discard PPE
- Wash hands with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer with at least 60% alcohol

If a physical barrier or partition is used to protect the screener rather than a PPE-based approach, the following protocol can be used. (During screening, the screener stands behind a physical barrier, such as a glass or plastic window or partition, that can protect the screener's face and mucous membranes from respiratory droplets that may be produced when the person being screened sneezes, coughs, or talks.)

- Wash hands with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer with at least 60% alcohol.
- Put on a single pair of disposable gloves.
- Check the individual's temperature, reaching around the partition or through the window. Make sure the screener's face stays behind the barrier at all times during the screening.
- If performing a temperature check on multiple individuals, ensure that a clean pair of gloves is used for each individual and that the thermometer has been thoroughly cleaned in between each check. If disposable or non-contact thermometers are used and the screener did not have physical contact with an individual, gloves do not need to be changed before the next check. If non-contact thermometers are used, they should be cleaned with an alcohol wipe (or isopropyl alcohol on a cotton swab) between each individual.
- Remove and discard gloves.

# ATTACHMENT E – LENGTH OF STAY (LOS) FORM

## MONTANA DEPARTMENT OF CORRECTIONS PROGRAMS AND FACILITIES BUREAU

HOLDING FACILITY – BUTTE LOS EXTENSION FORM

**OFFENDER NAME:** \_\_\_\_\_

**DOC ID#:** \_\_\_\_\_

**PLACEMENT INFORMATION:**

Received from: \_\_\_\_\_

Date of Entry: \_\_\_\_\_

Jail/Facility

Next Placement: \_\_\_\_\_

Scheduled Bed Date  
at Next Placement: \_\_\_\_\_

Facility

**LOS Days Requested beyond Scheduled Bed Date:** \_\_\_\_

**Explanation of Extension:** (Be specific and include information regarding the reason(s) the transfer to the next placement on the scheduled bed date cannot occur)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**Facility Staff Signature**

*Date*

\_\_\_\_\_  
\_\_\_\_\_  
**Facility Administrator Signature**

*Date*

**APPROVED: LOS granted through:** \_\_\_\_

**APPROVED WITH CHANGES (note in comments below): LOS granted through:** \_\_\_\_

**DENIED**

\_\_\_\_\_  
\_\_\_\_\_  
PFB Contract Manager

*Date*

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_

