

## **120 OUT OF STATE INMATE BEDS FACILITY COR24-0475AL**

**THIS CONTRACT** is entered into by and between the State of Montana, Department of Corrections (STATE), whose address and phone number are 5. Last Chance Gulch, Helena, MT 59601, 406-444-3930 and CoreCivic, (CONTRACTOR), whose address and phone number are 5501 Virginia Way, Suite 110, Brentwood, Tennessee 37027 and (615) 263-3000.

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

**1.1 Contract Term.** The Contract's initial term is November 1, 2023, (or upon contract execution), whichever is later (Service Commencement Date"), through October 31, 2025, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

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

### **2. COST ADJUSTMENTS**

**2.1 Cost Increase by Mutual Agreement.** After the Contract's initial term and if State agrees to a renewal, the parties may agree upon a cost increase. State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value. The parties may also negotiate cost increases based on changes in applicable laws, regulations, ordinances, standards, policies, procedures, directives, court orders or the scope of services.

### **3. SERVICES AND/OR SUPPLIES**

Contractor will provide State with the following: up to 120 medium, minimum, or high-security prison beds and services for Montana Inmates to ensure safety and security during capital development projects, to address capacity issues within existing prison space, or to otherwise manage Montana's prison population as stated in solicitation number COR-RFP-2024-0475AL and CoreCivic's response. See attachment A for Roles and Responsibilities.

### **4. WARRANTIES**

**4.1 Warranty of Services.** Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

### **5. CONSIDERATION/PAYMENT**

**5.1 Payment Schedule.** In consideration of the services to be provided, State shall pay Contractor \$90.00 per bed per day on a monthly billing basis. The amount shall be inclusive of all transportation, food, clothing, supplies, education, durable medical equipment and medical expenses incurred in caring for the Inmate.

**5.2 Withholding of Payment.** State may withhold disputed payments to Contractor under the contract. State shall provide Contractor written notice of the basis for the dispute. The withholding may not be greater than the amount of such invoice which is in dispute. Contractor is not relieved of its performance obligation if such payment(s) is withheld. Any disputes that result in payment withholding pursuant to this section will be handled in accordance with section 22 of this Contract.

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

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

## **6. NON-EXCLUSIVE CONTRACT**

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

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

**7.1 Access to Records.** Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 16, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

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

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

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

## **9. DEFENSE, INDEMNIFICATION / HOLD HARMLESS**

Contractor shall defend, indemnify and hold harmless the State of Montana and the contracting agency hereunder and their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses or fees, including the reasonable cost of defense thereof and attorney fees, arising or awarded in favor of Contractor's or its subcontractor's employees or agents or third parties for bodily or personal injuries, death, damage to property, or financial or other loss resulting or allegedly resulting in whole or part from (i) the services performed or products provided or (ii) other acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State.

## 10. REQUIRED INSURANCE

**10.1 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.

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

**10.3 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 \$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.

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.

**10.4 Specific Requirements for Automobile Liability.** Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

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

**10.5 Specific Requirements for Professional Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of **\$2,000,000** 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.

**10.6 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects 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.

**10.7 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 State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State

immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

**10.8 Specific Requirements for Cyber/Data Information Security Insurance.** The Contractor shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$2,000,000 per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. If the Contractor maintains higher limits than the minimums shown above, the State requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgements as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive, the State will accept 'claims made' coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

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

Contractor shall comply with the provisions of the Workers' Compensation Act applicable to the location where the work is being performed. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

## **12. COMPLIANCE WITH LAWS**

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

**12.1 Affordable Care Act.** The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage,

minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

**12.2 Nondiscrimination Against Firearms Entities/Trade Associations.** Contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with HB 356, Ch. 193, Mont. L. 2023.

### **13. DISABILITY ACCOMMODATIONS**

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to the individual designated by each party to this Contract in Section 21.. Interested parties should provide as much advance notice as possible.

### **14. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED**

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (18-5-603, MCA) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

### **15. REGISTRATION WITH THE SECRETARY OF STATE**

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

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

### **16. CONTRACT TERMINATION**

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

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

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

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

## **17. EVENT OF BREACH – REMEDIES**

Unless mutually agreed upon by the parties, the parties will attempt to resolve any dispute related to the Contract pursuant to section 22 of this Contract prior to declaring breach under this section.

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

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching section 22.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

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

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

- Terminate this Contract under Section 16.1, Termination for Cause, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under section 16.3, Termination for Cause with Notice to Cure, 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.

## **18. 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.

## **19. 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.

## **20. CONFORMANCE WITH CONTRACT**

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

## **21. LIAISONS AND SERVICE OF NOTICES**

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

Patrick Smith, State's liaison  
500 Conley Lake Rd  
Deer Lodge Mt 59722-8709  
406-415-6556  
pksmith@mt.gov

Natasha Metcalf, Contractor's liaison  
5501 Virginia Way, Suite 110  
Brentwood, TN 37027  
615-263-3290  
natasha.metcalf@corecivic.com

**21.2 Notifications.** State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

## **22. CONTRACT DISPUTE RESOLUTION**

**22.1 Technical or Contractual Problems.** Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, without reasonable justification, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

**22.2** The parties agree that they will act in good-faith to fulfill their obligations under the Contract and to resolve any disputes before resorting to legal action. Any dispute between the parties concerning matters related to this Contract will be resolved as follows:

Step 1: Negotiation by party representatives. If either party believes that a dispute cannot be resolved through normal communication means, it will notify the other party that it wishes to proceed with resolution under this section. After the receipt of such notice, each party will appoint a representative to meet and confer with the other party's representative and attempt to settle the dispute. If they are unable to resolve the dispute within thirty (30) days, or other mutually agreed upon time frame, either party may declare that an impasse has been reached and proceed to Step 2.

Step 2: Mediation by a Certified Civil Mediator. Parties will mutually agree upon a mediator. If parties cannot agree to a mediator within thirty (30) days after decision to mediate, the mediator will be chosen by the State. The cost of the mediation will be split equally between the parties. The mediation process must be conducted in accordance with the Center for Public Resources Model Mediation Procedures of Business Disputes unless the parties agree otherwise. The mediator must conduct all hearings and meetings in Helena, Montana and, within thirty (30) days of appointment, must notify the parties, in writing, of the mediator's decision stating separately findings of fact and determinations of law. The time frame for mediation may be extended by mutual written agreement of the parties. In the event neither party proceeds to step 3 within 30 days of receipt of the mediator's findings, the mediator's determination shall be binding on both parties. If either party is dissatisfied with the mediator's findings, that party may proceed to step 3.

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

**22.3 Failure to Notify.** Contractor shall notify State in writing within a reasonable period of time not to exceed 60 days after Contractor knew or reasonably should have known of any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State..

## **23. TRANSITION ASSISTANCE**

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

## **24. CHOICE OF LAW AND VENUE**

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in **Section 9, Defense, Indemnification/Hold Harmless**.

## **25. TAX EXEMPTION**

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

## **26. PERSONAL PROPERTY TAX**

All personal property taxes will be paid by Contractor.

## **27. AUTHORITY**



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

**28. SEVERABILITY**

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

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

**29.1 Contract.** This Contract consists of 35 numbered pages, any Attachments as required, Solicitation # COR-RFP-2024-0475AL, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

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

**30. WAIVER**

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

**31. EXECUTION**

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

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

**CORECIVIC**  
5501 Virginia Way, Suite 110  
Brentwood, Tennessee 37027

BY: Cynthia Wolken Deputy Director  
\_\_\_\_\_  
(Name/Title)

BY: Natasha Metcalf Vice President, Partner Co  
\_\_\_\_\_  
(Name/Title)

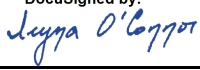
DocuSigned by:  
  
\_\_\_\_\_  
(Signature)

DocuSigned by:  
  
\_\_\_\_\_  
(Signature)

DATE: 11/13/2023  
\_\_\_\_\_

DATE: 11/10/2023  
\_\_\_\_\_

Approved as to Legal Content:

DocuSigned by:  
  
\_\_\_\_\_  
Legal Counsel (Date) 11/8/2023

Approved as to Form:

DocuSigned by:  
*Anna Lubick* 11/8/2023  
B3EB769DB75D4AD  
Procurement Officer (Date)  
State Procurement Bureau

## ATTACHMENT A: CONTRACT ROLES AND RESPONSIBILITIES

Contractor will provide State with the following: up to 120 medium, minimum, or high security prison beds and services for Montana Inmates to ensure safety and security during capital development projects, to address capacity issues within existing prison space, or to otherwise manage Montana's prison population.

### 1.0 Administration

The Facility will be managed by a single Facility Administrator employed by CONTRACTOR. CONTRACTOR will have procedures that will be used to monitor operation of the Facility and ensure adherence to the Operating Standards defined herein as well as all other resulting Contract provisions, and those reports will be made available to STATE monitor.

### 1.1 Staffing Requirements

CONTRACTOR must provide its complete agreed upon staffing plan for the entire Facility. CONTRACTOR will make job descriptions, minimum qualifications, and education/experience requirements for all positions and staff available to the STATE upon request.

STATE requires that CONTRACTOR provide direct supervision of STATE Inmates in all housing units. Any time a STATE Inmate is outside of his cell, an unobstructed staff presence must be provided. CONTRACTOR must provide security post staffing and Inmate-to-staff ratios. Mandatory security posts must include:

- 1) A shift commander;
- 2) A control center officer;
- 3) One housing unit officer for every housing unit;
- 4) A response and escort officer; and,
- 5) A restrictive housing officer (when restrictive housing is occupied)

CONTRACTOR is required to provide staffing reports for all security and administrative posts providing supervision of Montana Inmates to the STATE Contract Monitor monthly.

**Facility Staffing Pattern and Mandatory Posts.** The Facility staffing pattern shall, at a minimum, include the positions listed in Facility Staffing Pattern attached as Appendix I with all positions staffed by qualified employees. The Facility Shift Rosters will, at a minimum, include the positions listed in Appendix I, with all positions staffed by qualified employees. The Staffing Pattern attached as Appendix I identifies mandatory Shift Roster posts, with those being the posts assigned a relief factor of greater than 1.00. Posts with a relief factor of 1.00 are not considered mandatory posts. Absent an institution emergency or other unforeseeable contingency, the Contractor shall provide 100% coverage of all mandatory posts. The Contractor is required to have a qualified employee assigned to and working at each mandatory post, even if the position is vacant or if the incumbent is temporarily absent due to training, vacation, illness or other situation where the incumbent is expected to return to the position. The Contractor may use relief officers, overtime, or similar methods of utilization of personnel to ensure coverage of mandatory posts. The Contractor shall immediately notify the Department's Contract Monitor by telephone within two hours of as soon as the Contractor becoming is aware of a potential or actual mandatory post vacancy of more than two hours. The notification shall be immediately followed by an email with information concerning the reason for the mandatory post vacancy and the steps being taken to mitigate the effects of the post vacancy. Each business day, the Contractor will email the

Department the prior day's daily Shift Roster as documentation of security staff post assignments, including the assignments to the mandatory posts. These daily Shift Rosters will provide "by name" assignments and will include the staff who are on sick leave, annual leave, training, overtime or special post assignments. The Contractor shall also print the daily time records to confirm the attendance of all staff reflected on the daily Shift Rosters and maintain these records for at least the most recent twelve months. The Facility's Master Scheduler shall maintain these time records in a dedicated file cabinet, along with a copy of the daily Shift Rosters. The Department's Contract Monitors shall have access to these time records at all times.

**Financial Penalty.** Any time a mandatory post is not covered for more than two hours, the Department may immediately reduce the monthly compensation per diem payment based on twice (2X) the starting hourly salary and benefits of the affected mandatory post for each hour the mandatory post is not covered.

#### **1.1.1 Background Checks and Fingerprinting**

CONTRACTOR will perform national background checks and fingerprinting on all potential employees, subcontractors, and volunteers in accordance with applicable state and federal statutes. CONTRACTOR will provide STATE with a complete list of all CONTRACTOR employees working in the Facility upon start of work and will provide updates to that list monthly. This list will indicate whether each employee has passed a background check.

#### **1.1.2 Drug Free Workplace**

All potential employees and subcontractors that will have contact with Inmates must pass a drug test prior to beginning work at the Facility. CONTRACTOR must provide STATE with its drug free workplace policy prior to contract award.

#### **1.1.3 Training Requirements**

CONTRACTOR will describe its employee training program prior to contract award. CONTRACTOR will include detailed training curricula, which differentiates between training provided to different classes of employees (e.g. security, clerical). At a minimum, CONTRACTOR's employees must receive the same number of hours of pre-employment and in-service training as are required by ACA Standards. Training reports will be submitted to the Contract Monitor when requested.

#### **1.1.4 Replacement Personnel**

If STATE, in its sole discretion, finds any staff member, subcontractor, or subcontractor staff member who provides supervision of Montana inmates materially failed to comply with the contract, the STATE may provide written notification, which must include the basis for STATE'S concerns and STATES desired resolution, to CONTRACTOR.

CONTRACTOR will consider STATE's basis for the requirement and, if appropriate, consult with STATE. If CONTRACTOR disputes the STATE's concerns or disagrees with the STATE's desired resolution CONTRACTOR will notify the Contract Monitor in writing within forty-eight (48) hours. In the case of disagreement between the CONTRACTOR and STATE regarding this issue, State Director and Contractor's Chief Operating Officer agree to discuss and make the final decision.

When the Facility Administrator position is to be vacated for any reason, CONTRACTOR will submit the résumé of the interim replacement person for such position, along with such other information as the STATE may reasonably request, within five (5) business days after the decision to vacate becomes known to CONTRACTOR. A permanent replacement candidate must be submitted to STATE for approval within sixty (60) calendar days of position vacancy. The sixty (60) day period shall be extended by STATE upon CONTRACTOR's written request and submission of reasonable justification.

Should STATE be dissatisfied because of the Facility Administrator's material failure to comply with the Contract, the STATE, in addition to the other remedies set forth in the Contract, will have the right to submit its written concerns and STATE's desired resolution to CONTRACTOR. In the case of disagreement between the CONTRACTOR and STATE regarding this issue, State Director and Contractor's Chief Operating Officer agree to discuss and make the final decision.

STATE reserves the right to submit its written concerns regarding any replacement candidate offered the position of Facility Administrator.

## **2.0 General Requirements**

CONTRACTOR will provide all the services outlined in this contract, to include confinement, supervision, and management of adult male Montana Inmates in a Minimum, Medium and/or High Security Correctional Facility. CONTRACTOR will operate the Facility in a safe, orderly, and secure manner, as well as in a humane and professional manner with respect to Inmate rights. High Security Inmates must be housed in a single or double cell with a utility port in the door.

If CONTRACTOR deems necessary, CONTRACTOR must be registered with the Office of the Secretary of State of Montana to conduct business in the State of Montana.

### **2.1 Contract Oversight and Access by STATE**

STATE will monitor the Contractor's performance of and compliance with the requirements herein and within the Contract, to include without limitation the care and supervision of Inmates, operational security practices, and the operation and management of the Facility. The MDOC Director, or designee, will act as the Contract Monitor. The Director or designee will have the power and responsibility, without limitation, to:

1. Determine if operation and security practices are effective to ensure a safe, orderly, and secure Facility and mitigate the risk of incidents of Inmate violence, disturbance and riot;
2. Determine if appropriate policies and Standard Operating Procedures (SOPs) of the MDOC are being followed by the CONTRACTOR and the CONTRACTOR's personnel, and monitor compliance with said policies and SOPs;
3. Determine if the CONTRACT's requirements are being satisfactorily performed by CONTRACTOR;
4. Conduct oversight and monitoring of the Contract on an on-going basis;
5. Determine if information and reports provided by the CONTRACTOR are factual and truthful;
6. Approve the type of work Inmates may perform pursuant to Montana Code Annotated and Montana Administrative Rule, as well as the compensation to be paid;

7. Determine if the training program for the CONTRACTOR's employees adheres to the training program required by section 1.1.3 Training Requirements;
8. Promulgate rules and interpret application of relevant provisions of Montana Code §53-30 parts 1 through 7; and
9. Take all other necessary and proper action required by the MDOC or the State of Montana.

In the event of a dispute between the CONTRACTOR and STATE on a Contract-related matter, the MDOC Director will have final decision-making authority.

The Contract Monitor(s), employees of STATE, are the official liaison between STATE and CONTRACTOR.

A Contract Monitor's primary responsibility is to determine compliance with the Contract and monitor operations and security practices. CONTRACTOR will provide the Contract Monitor unobstructed access at all times, with or without notice, to Montana Inmates, employees, volunteers, and subcontractors; to all areas of the Facility where services are or may be provided to Montana Inmates, and to all documents and records relating to the Contract and CONTRACTOR's performance. This includes but is not limited to, employee files; Inmate records; training records; incident reports; disciplinary records (for Inmates and employees); investigation reports; financial records required by the Contract; and other documentation, information, and reports produced by CONTRACTOR relating to the performance of the Contract, and the care and supervision of Inmates. This excludes any documentation in employee records containing confidential information, including personal protected information.

CONTRACTOR will permit the Contract Monitor and other authorized STATE representatives to make and remove copies of records and documentation.

CONTRACTOR will obtain written waivers from its employees acting to fulfill the terms of the Contract permitting the Contract Monitor to review employee records, including but not limited to employee applications and disciplinary records, with the exception of pay and benefit information. STATE will endeavor to maintain the safety and confidentiality of CONTRACTOR personnel records in accordance with State and federal laws and the Montana Public Records Act.

Other STATE employees and federal, state, and local officials tasked with obligations to monitor the Contract or Inmate care and supervision will be granted the same rights of access to records and the Facility. CONTRACTOR will allow the Contract Monitor to attend all staff meetings and hearings pertaining to the Facility, except for individual employee disciplinary matters, Contractor corporate meetings, and meetings protected by attorney-client privilege.

### **2.1.1 Office Space for the Contract Monitor**

The Contractor will be responsible for providing office space and equipment/furnishings for the Contract Monitor in close proximity to the administrative offices at the Facility. The Contract Monitor's office door will have a lock that is not master keyed, and a key will be provided to the Contract Monitor. The office will be provided with a desk, chair, and access to telephone, fax, computer lines, and Contractor's Inmate management system. The Contractor will not be responsible for telephone charges for nonbusiness long distance phone calls made from the Facility by the Contract Monitor.

## **2.2 Estimated Schedule**

STATE estimates that up to one hundred and twenty (120) minimum/medium custody adult male Inmates will need housing once a contract is executed. The Facility proposed must be fully operational and ready to receive Inmates within fourteen (14) calendar days after the Service Commencement Date. The number of Inmates and transfer schedule below is an estimate only and is not a guarantee of the level of usage for any Contract.

The approximate schedule for out of state transfers is as follows: an initial transfer of 40 Inmates housed in Montana to the proposed Facility within fourteen (14) calendar days after the Service Commencement Date. Thereafter, two increments of approximately forty (40) Inmates may be transferred from Montana to the Facility based upon the housing needs of the STATE. This is not a guarantee; it is only an estimate. After the initial transfers, STATE will give CONTRACTOR thirty (30) calendar days advance notice of the need to transfer Inmates to or from the Facility.

### **2.3 Facility Requirements**

The facility must be in full compliance with applicable zoning ordinances and applicable building, fire, and life safety codes. ACA standards must be met in all areas.

The facility must provide external security in the form of wall and/or double fence, razor wire, detector devices, patrol, and/or towers. Housing units and wet cells must be lockable. Housing may be in the form of cells, rooms, or dormitories with secure windows. The facility must have an on-site infirmary.

The facility must be non-smoking for staff and Inmates.

The Contractor will ensure that safety, sanitation, and health standards are maintained at all times for the welfare of Inmates, facility staff, visitors and others. This will include:

1. National Fire Protection Association Life Safety Codes as well as local, state, and national health and safety codes. In the case of a conflict of these, the most stringent will apply.
2. A smoke alarm system that complies with applicable NFPA Standards. The system must be hard wired into an annunciation panel at a manned 24-hour location. Fire extinguishers will be maintained in a fully charged condition and be inspected at least monthly.
3. A written fire and emergency evacuation plan, including diagrams that are communicated to all staff and Inmates, must be clearly and prominently displayed. These will indicate the location of all exits, fire extinguishers, and the location of first aid supplies.
4. Evacuation drills will be done at least quarterly unless housing of extremely dangerous Inmates would jeopardize the security or safety of the facility. Staff must be trained in the implementation of all written fire and emergency plans.
5. Fire retardant bedding, pillow and mattress that do not contain petroleum-based synthetic materials such as polystyrene or polyurethane.
6. Trash and pest control.
7. Weekly cleanliness inspections of all areas
8. Weekly laundering of clothing and bedding at no cost to the Inmate. Personal hygiene items must be provided for indigent offenders.
9. A comprehensive housekeeping and maintenance plan to include Infectious Disease control.
10. A safety program operated consistently with OSHA Standards
11. Sufficient outside lighting to illuminate the entire perimeter.

The facility must hold ACA accreditation and meet the requirements of NCCHC accreditation.

## **2.4 Tobacco Free Environment**

CONTRACTOR will provide a tobacco and smoke free environment.

## **3.0 Intake, Assignment, and Transfer**

### **3.1 Intake and Orientation**

CONTRACTOR will provide intake and orientation services to Inmates.

### **3.2 Assignment of Inmates**

Inmates will be assigned to the Facility by the STATE as high, medium or minimum custody in accordance with the STATE's classification and assignment procedures. CONTRACTOR will not make any change in an Inmate's custody level but may recommend custody level changes to STATE for approval, and must follow MDOC policy 4.2.1 for any recommended changes and updates.

STATE will use the following as the primary criteria in evaluating Inmates to be moved to this facility:

1. No chronic or mental health care issues disallowed by section 6.2.3 and section 6.2.4.

From 6.2.3 Chronic Care:

STATE will only send Inmates whose diagnosed condition is in fair/good control and stable on medication or through chronic care clinic management and meet the following criteria:

1. Diabetics: Insulin dependent diabetics must be in fair/good control and stable and able to administer their own insulin;
2. Cardiac Disease: Hypertension and lipids are ; in fair/good control
3. Hepatitis C: Must have an APRI score of less than .2
4. HIV: No HIV positive Inmates will be moved out of state;
5. Seizures: Must be in fair/good control by medication with no seizures in the past 3 months;
6. Advanced Conditions: No advanced condition of the liver, kidney, or respiratory system that requires intensive medical management will be moved to this facility; and
7. Ambulation and Self-Care: No Inmate will be sent to this facility who is unable to provide self-care (i.e. showering, toileting, eating)

In the event that an inmate develops conditions outside of these parameters after arrival, the State will allow the return of inmates to Montana.

From 6.2.4:

STATE will only send Inmates whose level of impairment condition is at a MH-2 level or below according to MDOC Policy 4.5.61 Mental Health and severe Mental Illness Classification



2. No escape history from a secure facility.
3. Length of sentence provides at least two (2) years before parole eligibility date or full-term release date.

### **3.3 STATE Requested Transfer of Inmates**

Inmates will be transferred from CONTRACTOR's Facility to another facility at the discretion of the STATE.

### **3.4 CONTRACTOR Requested Transfer of Inmates**

CONTRACTOR may request to relocate or transfer Montana Inmates to an alternate CONTRACTOR-owned or operated Facility or return inmates to Montana. Such requests must be submitted to the STATE in writing with justification for Inmate relocation or transfer. Inmate relocation or transfer is subject to the approval of STATE. No Inmate will be relocated or transferred without the expressed written approval of STATE's Director or Designee.

### **3.5 Transportation of Inmates**

The Contractor will provide for all transportation of Inmates to and from the Facility; including the initial transfer of Inmates from Montana; to and from Montana, to and from any off-site medical appointments, and to and from any other facility. An operation plan will be submitted to the STATE for approval prior to the transport of Montana Inmates.

The Contractor will be responsible for all costs associated with the transportation of the Inmates and the Inmate's property. The State will work with the contractor in developing a list of personal property for inmates being transferred to the facility.

## **4.0 Other Administration**

### **4.1 Prison Rape Elimination Act**

CONTRACTOR will be in full compliance with the Prison Rape Elimination Act (PREA). Failure to maintain full compliance with PREA as demonstrated through a facility specific PREA compliance audit will constitute an event of default on the part of CONTRACTOR. STATE will provide written notice to CONTRACTOR of the default and will specify a reasonable period of time in which the provider must cure the default. The STATE will not specify a cure period of less than the correction action period specified in the PREA standards, which is currently one hundred eighty (180) days. If CONTRACTOR fails to cure the default within the reasonable period of time specified, STATE may withhold payments (as determined by STATE) for services not performed.

CONTRACTOR will notify STATE when PREA audits are scheduled and provide each final PREA Audit Report to STATE.

STATE requires that CONTRACTOR provide STATE with a copy of all PREA investigation reports at the facility involving MDOC Inmates. STATE reserves the right to review any report of sexual contact that occurs at the Facility(ies), to include sexual misconduct by CONTRACTOR's employees, contractors, or volunteers.

STATE will conduct compliance checks on at least an annual basis to include physical site inspections and review of all documents related to PREA compliance, to include medical and mental health records of inmates and personnel files.

CONTRACTOR will collect accurate, uniform data for every allegation of sexual abuse and sexual harassment and provide incident-based and aggregated data to STATE upon request.

#### **4.2 Grievance Procedures**

Inmates will be provided access to an impartial and non-discriminatory grievance procedure in accordance with MDOC policy 3.3.3. The grievance process will include:

1. An encouragement to seek assistance from CONTRACTOR staff prior to filing the first step in the grievance process;
2. Ready access to forms necessary for filing grievances;
3. Consideration of the grievance by an impartial party;
4. Means to ensure that grievances are kept confidential;
5. Avenues for appeal of decisions; and
6. Time limits for filing a formal grievance, responding to a grievance and appealing a decision.

CONTRACTOR will resolve grievances pertaining to the operation of the facility. Grievances pertaining to the placement of Inmates at the facility under this CONTRACT will be resolved by STATE.

Grievance files will remain confidential and will not be shared with staff members who are not directly responsible for investigating or responding to the grievance.

#### **4.3 Telephone Costs and Services**

CONTRACTOR will provide each inmate with access to an Inmate phone system that is configured to support standard outbound telephonic communications for local, in-state, out-of-state, and international calls.

Inmates will be provided with complete rules and expectations related to the telecommunications platform provided. CONTRACTOR will ensure that proper signate or printed information is available to the Inmate that addresses, at a minimum, the following:

1. A statement that all communications via the phone system are logged and recorded and may be monitored;
2. Instructions on how to register with the system;
3. General usage instructions;
4. PREA hotline instructions;
5. Maximum call length; and,
6. Other information deemed necessary by CONTRACTOR.

CONTRACTOR will ensure that telephone equipment is ADA compliant and readily made available to Inmates with disabilities.

The Telephone Call Rate per minute is \$0.06. Increases in price are subject to STATE's approval. All Inmate telephone calls, with the exception of phone calls with attorneys regarding legal matters, are subject to electronic monitoring by CONTRACTOR and STATE.

#### **4.4 Electronic Tablets**

CONTRACTOR will provide each Inmate with daily access to an Inmate tablet. The following technology will be made available on Inmate tablets:

1. Telephone Calling
2. Video Visitation with those on the Inmate's approved visitors list
3. Video Messaging from those on the Inmate's approved visitors list
4. Photo Messaging from those on the Inmate's approved visitors list
5. The ability to print photos or messages from the Inmate's tablet
6. The ability to purchase music or other authorized entertainment
7. 1:2 Tablet to Inmate ratio

#### **4.5 Transfer and Use of Inmate Funds**

Personal funds of the Inmates will be credited to the Inmate Trust Accounts by CONTRACTOR in accordance with all applicable federal and state laws, ordinances, rules and regulations including but not limited to MCA Statute and COR POLICY.

Upon return of the Inmate, CONTRACTOR will provide the funds in the amount then due to the Inmate within 72 hours of that Inmate's return.

#### **4.6 Commissary**

CONTRACTOR will provide a commissary program for Inmates. It will be permissible to reasonably deny an Inmate access to commissary for disciplinary or medical reasons. Any commissary restrictions must be explained to the Inmate at the time of implementation. CONTRACTOR will provide documentation supporting such restrictions to STATE upon request. CONTRACTOR will provide STATE with reports on Inmate commissary purchases and accounts upon request.

##### **4.6.1 Inmate Personal Property**

CONTRACTOR will follow the access and quantity limits for high, minimum, and medium custody Inmates relating to Inmate personal property as set forth in MDOC Procedure 4.1.3 Inmate Personal Property: State-issued and Inmate Personal Property. Inmate property lost or damaged when in the control of the Contractor will remain the sole responsibility of the Contractor. Inmates may use the grievance process to seek reimbursement for any lost or damaged property.

##### **4.6.2 STATE Approved Items**

A commissary menu has been mutually agreed upon by CONTRACTOR and STATE. Products offered from the commissary must:

1. Contain proper product and nutritional labeling, written in English, on each item or as approved by the Food and Drug Administration (FDA);
2. Ensure that single serve units are properly labeled for individual retail sale;
3. Provide directions and warranty information and guides for electronics to the purchasing Inmate;
4. Be approved for sale in the United States of America as determined by the FDA; and
5. Have proper, intact, and unbroken safety seals.

All product offerings must be approved in writing by STATE prior to being made available to Inmates. STATE reserves the right to make all product offering decisions for STATE Inmates and retains the ability to remove items from the commissary program at any time.

##### **4.6.3 Commissions**

Any commissions, rebates, volume incentives or other payment, regardless of the naming convention used, provided to CONTRACTOR by the commissary provider for Montana Inmate commissary purchases will not exceed twenty percent (20%) of net sales. (Net sales are determined by subtracting franked envelopes, state sales tax, fees or transaction charges of whatever naming convention, and inmate phone time purchases (if purchased through commissary) from gross sales). Further, any commissions, rebates, volume incentives or other payment, regardless of the naming convention used, that are earned by CONTRACTOR based on Montana Inmate sales must be deposited into the Inmate Welfare Fund stipulated in section 4.7 Inmate Welfare Fund and be subsequently used to pay for services, equipment or offerings that directly benefit STATE Inmates. The STATE will allow a pre-bag and ship option from the CONTRACTOR.

#### **4.7 Inmate Welfare Fund**

The inmate welfare account must be administered in accordance with the provisions of 53-1-109 MCA. The commissary profits (after payment of operating expenses such as staff wages and supplies) will be deposited into an Inmate Welfare Fund account. Tablet Commissions will also be deposited in the Inmate Welfare Fund. All commissions generated from telephone and commissary operations, and money seized as Contraband will be maintained by CONTRACTOR as an Inmate Welfare Fund. Inmate Welfare Funds must be expended by the CONTRACTOR for the benefit of the Inmate population in accordance with a yearly budget approved by the Contract Monitor. This budget will include religious supplies, other religious activities for Inmates housed at the Facility, and visitor background checks as described in section 4.14 Visitation and in compliance with MDOC 1.12.12 Inmate Welfare Accounts. For any proposed changes to the budget during the year, CONTRACTOR will obtain the written approval of the Contract Monitor. The Contract Monitor will not unreasonably withhold approval for requests not in excess of funds available. Response to written requests for approval will be provided within fifteen (15) calendar days of receipt. Funds not expended in a fiscal year will carryover to the next fiscal year. The Contractor will report fund transactions detail on a quarterly basis to the Contract Monitor. Upon completion or termination of this Contract the Contractor will forward any unused funds in the Inmate Welfare Fund to the STATE.

#### **4.8 Food Service**

CONTRACTOR will provide meals that are nutritionally balanced, well planned, and meet the National Institute of Health daily recommended intake per individual nutrient. CONTRACTOR will provide food service for all Inmates in compliance with National Commission on Correctional Healthcare (NCCHC) Standards, American Correctional Association (ACA) standards, and federal, state, and local requirements regarding sanitation, safety, food preparation, handling, serving, storage, and nutritional adequacy. Twice annually, CONTRACTOR must submit all menus for all diets to the MDOC Dietician for review. These submissions should take place annually. Any menu changes will be submitted to MDOC Contract Monitor for approval no later than ten (10) business days before instituting. CONTRACTOR's registered dietician must be available to the MDOC dietician to answer questions within 48 hours of submission of written question(s).

#### **4.9 Sanitation and Hygiene**

CONTRACTOR will comply with all federal, state and local laws as well as sanitation, hygiene, and health standards and comply with ACA and NCCHC standards.

#### **4.10 Inmate Clothing and Bedding**

CONTRACTOR will provide Inmates with clean and proper-fitting clothing, bedding, and linens. Bedding will consist of sheets, blankets, pillow, pillowcases and a mattress. All bedding and towels must be washed weekly, or more frequently if items become excessively soiled or unsanitary. The basic issue of clothing will consist of at least three (3) sets of clothing and must be properly fitted, climatically suitable, and appropriate to meet sanitation and safety requirements in accordance with ACA Standards. High security Inmate uniforms must be visually identifiable and distinguishable from non-high security Inmates. CONTRACTOR will replace clothing items as they wear out and provide seasonal changes of clothing and special purpose clothing.

#### **4.11 Laundry**

CONTRACTOR will provide Inmate laundry services in compliance with the Operating Standards defined in ACA Standards.

#### **4.12 Mail**

CONTRACTOR and the STATE have mutually agreed upon the mail handling policies and procedures provided in CONTRACTOR's policy 16-1.

#### **4.13 Religious Activities**

CONTRACTOR will provide Inmates access to religious activities in accordance with applicable ACA Standards and the Religious Land Use and Institutionalized Persons Act. CONTRACTOR must provide for parity among the Inmate population in terms of time, space, resources, and materials for religious activities. Programs and religious services provided to high security Inmates must occur in their housing units unless approved otherwise by STATE.

#### **4.14 Visitation**

CONTRACTOR will provide the opportunity, physical space, furniture, equipment, and supervision for visitation, including attorney visitation. STATE will run background checks for and approve all visitors that apply to visit Montana Inmates housed at the Facility. Video visitation must be an option for inmates to visit and all visiting should comply with MDOC policy and procedures 3.3.8 Inmate Visiting.

#### **4.15 Sentence Computation Data**

STATE will provide the CONTRACTOR with essential data and information relating to computations of each Inmate's sentence. This will include, without limitation, all earned credits and discharge dates in accordance with State law, MDOC Policy, and Inmate Court Orders. The Contractor will record each Inmate's time of confinement. STATE will forward any new or unrecorded information relating to an Inmate's sentence to the Contractor. The final decision with respect to sentence computation will rest with the STATE. This is an administrative responsibility, and STATE will retain all legal responsibility for final determination of earned credits and discharge dates. Nothing herein will be construed to abrogate the duty of STATE in this regard.

#### **4.16 Records**

STATE will provide to CONTRACTOR access to the MDOC Offender Management & Information System (OMIS), all pertinent Inmate records, or a copy thereof, upon transfer to the Facility. CONTRACTOR will prepare, maintain, review, and retain accurate, comprehensive, legible records for each Inmate that includes any and all documentation, information, and records pertinent to that Inmate in accordance with and as required by the Contract. STATE will have full, unrestricted access to any and all Inmate records. Upon return to Montana, CONTRACTOR will provide STATE a complete set of records for each Inmate.

CONTRACTOR will abide by the Montana Public Records Act and maintain records in a confidential manner. CONTRACTOR will provide STATE with notice that public information has been requested prior to the release of that information.

#### **4.16.1 Access to Contractor Records and Documents**

STATE will have unrestricted access to any and all records, information, and documents of any type or kind which pertain to CONTRACTOR's performance under the Contract. STATE will also have unrestricted access to any and all records or documents of any type or kind which pertain to any and all subcontractor performance under the Contract. STATE will give reasonable advance notice in the event it seeks access to such records or documents.

#### **4.17 Photographing and Release of Information**

CONTRACTOR will not release to the public any information, records, or other data concerning Inmates. CONTRACTOR will not release to the public personal histories or photographs of Inmates, or information concerning Inmate's delivery, removal, intra-institutional transfer, retaking, or release. CONTRACTOR will not permit reporters or photographers to interview or photograph Inmates without the express prior written permission of STATE. STATE will allow CONTRACTOR to release photographs in emergency situations, such as an escape.

#### **4.18 Incident Reporting**

CONTRACTOR will comply with STATE requirements for reporting. Reporting procedures and forms will be supplied by STATE upon award of the Contract. All incidents will be reported by CONTRACTOR to STATE Contract Monitor via telephone within one hour of the incident, or as soon as reasonably possible. This will include, without limitation: disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); use(s) of force; assaults and batteries, mutual combat, and incidents of violence; fires; full or partial lockdown of the Facility; escape; weapons discharges; suicide attempts; deaths; hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather impacting security of the Facility (e.g., fence damage, power outages, severe flooding); hostage situations; life threatening emergencies; bomb threats; transportation accidents resulting in injury, death, or property damage; sexual assaults; and sexual misconduct (to include Inmate with Inmate and Inmate with staff).

All major incidents will be investigated by the Facility. The following are major incidents which must be investigated by the Facility, and a written report must be provided to the MDOC Contract Monitor within ten (10) business days of the incident:

1. Escape/walkaway
2. Serious crime
3. Riot
4. Hostage situation
5. Discharge of a firearm (other than training)
6. Serious injury or death of an Inmate, staff member, or member of the public.

In addition, STATE may require investigations of other incidents and events at their discretion. STATE retains the right to investigate any and all incidents involving Montana Inmates and/or pertaining to performance of the Contract. The Contractor must cooperate with STATE on all such investigations. CONTRACTOR will report all criminal activity to its appropriate law enforcement investigative agency or local authorities in accordance with applicable regulations.

#### **4.19 Reports**

CONTRACTOR will provide to the Contract Monitor all reports identified in Attachment A. STATE reserves the right to require additional or different reports or reporting information from the CONTRACTOR throughout the term of the Contract, on either an ad hoc or regular basis.

#### **4.20 Policies and Procedures**

CONTRACTOR will provide to STATE, for STATE's approval, a copy of all policies and procedures that covers the full range of Facility operations no later than thirty (30) calendar days after the Service Commencement Date. STATE will have unrestricted access to all of CONTRACTOR's policies, procedures, and other governing documents for the entire term of the Contract.

### **5.0 Security, Operations, and Control**

CONTRACTOR will provide security at all times for Inmates assigned to the Facility. Security will encompass both inside the Facility and its perimeter and offsite locations, to include without limitation, court appearances, hospital stays, and off-site medical appointments in accordance with section 3.5 *Transportation of Inmates* and section 6.2.8 *Off-Site Treatment*. CONTRACTOR will have clearly defined policies and procedures that describe security, control, and supervision protocols and practices. The Facility will be operated in a manner that: ensures the safety and security of the Inmate population, staff, visitors, officials, and the general public; protects Inmate's constitutional rights; strikes balance between operational needs and governance; and meets the requirements of this contract. Should the Facility house Inmates from multiple states, security will be sufficient to ensure no unnecessary contact occurs between Montana Inmates and Inmates from any other state or institution. Co-mingling is allowed for Montana Inmates in the dining hall and in programs.

CONTRACTOR will make every reasonable effort to use best practices for security, supervision, administration, and accountability effective in:

1. Deploying and enforcing clearly defined policies, procedures, rules, and Post Orders that govern security and control of the Facility through a combination of supervision, inspection, accountability, communication, and Inmate management protocols;
2. Mitigating Inmate violence and disturbances;
3. Ensuring safety;
4. Providing sufficient Inmate supervision;
5. Controlling contraband;
6. Managing a security threat group population;
7. Preventing escapes and sentinel events;
8. Measuring and improving Facility culture;
9. Accountability and enforcement of its personnel management protocols;
10. Ensuring secure access to computer systems and the internet;
11. Successfully performing its duties of Facility administration and management, institutional operations, institutional services, and Inmate programs as set forth in American Correctional Association (ACA) Standards and as necessary to fulfill the terms and conditions herein; and
12. Acting with integrity and transparency, providing full disclosure to STATE in every aspect of its operations and performance relating to the contract.

#### **5.1 Right to Investigate**

STATE retains the right to investigate all escapes, crimes, injuries, deaths, Use of Force incidents, sentinel events, and other matters at its discretion. CONTRACTOR will cooperate fully with the investigation or fact finding and provide all related documentation to STATE within ten (10) business days of the request concerning the incident or allegation.

## **5.2 Post Orders**

CONTRACTOR and STATE have mutually agreed upon the Post Orders submitted by CONTRACTOR on October 18, 2023 and incorporated herein by reference. CONTRACTOR will provide post orders from CONTRACTOR's Facility for the control center post, shift commander, one (1) housing unit security post, and all armed posts.

## **5.3 Counts**

CONTRACTOR will submit daily counts, as determined by STATE, via email to the Contract Monitor or designee.

## **5.4 Escapes, Riots, and Disturbances**

It is CONTRACTOR's responsibility to prevent escapes, riots, and disturbances at the Facility. CONTRACTOR will immediately notify local law enforcement agencies and the Contract Monitor upon discovery of an unauthorized absence or escape of a Montana Inmate. CONTRACTOR will engage in hot pursuit of an escapee in the immediate areas surrounding the applicable Facility until local, State or federal law enforcement authorities assume control of the pursuit. At its sole expense, CONTRACTOR will cooperate with the MDOC, local, State and federal authorities to apprehend an escapee and return him to Montana. CONTRACTOR will also be responsible for healthcare expenses incurred while an Inmate is on escape status and injuries resulting from the escape. CONTRACTOR will bear all costs of any escape or disturbance requiring the assistance of local law enforcement agencies, state or federal law enforcement agencies, or the MDOC, including legal costs of extradition. The MDOC reserves the right to deduct said costs from an invoice (or invoices, if necessary) received from CONTRACTOR following the period in which said costs are incurred.

## **5.5 Contractor Employee Work Stoppage or Strike**

CONTRACTOR will ensure a sufficient staffing level at the Facility to meet the requirements for security and Inmate supervision in the event of sick-outs, work stoppages, or strikes.

## **5.6 Emergency Preparedness**

CONTRACTOR will respond to emergencies with trained personnel in compliance with the National Incident Management System (NIMS). CONTRACTOR will develop and/or have mutual aid agreements with local law enforcement agencies, fire departments, ambulance/rescue services, state highway patrol, National Guard, or other entities as deemed appropriate to assist in emergency response efforts.

## **5.7 Use of Force**

CONTRACTOR must comply with MDOC Policy 3.1.8 Use of Force and Restraints, MDOC MSP procedure 3.4.1 Institutional Discipline. CONTRACTOR's employees may only use force upon Montana Inmates as authorized by and in accordance with the MDOC Policies and Procedures defined herein with regard to levels of force and authorization, authorized equipment, and reporting requirements. Within such guidelines, force may be used by CONTRACTOR's employees to secure or control Inmates while on the grounds of the Facility, while transporting Inmates, or while providing off-site security. These policies can be viewed via the internet at



<https://cor.mt.gov> . All use of force video recordings will be made available to the MDOC immediately upon request. CONTRACTOR will document and report all uses of force in accordance with the requirements herein.

CONTRACTOR will provide the MDOC proof of its compliance with firearms licensing and registration laws; and plan for implementing MDOC use of force protocols to include Less Lethal Force technology, chemical agents, equipment, policy and procedure(s), certification(s), and training. This plan is subject to review and approval by the MDOC.

CONTRACTOR's use of force equipment and any use of force procedures or policies that are in addition to or supplement MDOC use of force policies are subject to review and approval by STATE. CONTRACTOR and its employees will meet all requirements set forth by federal, state and local law, for the carrying and use of weapons.

#### **5.7.1 Use of Force – Lethal Force**

CONTRACTOR's employees may use Lethal Force only as a last resort and then only to prevent death, serious bodily harm, or to prevent an imminent escape from the Facility or from the custody of an employee while being transported outside of the Facility.

#### **5.8 Inmate Movement**

Contractor will comply with MDOC 3.1.11 Offender Movement control

#### **5.9 Custody of Evidence**

CONTRACTOR will seize, handle and maintain evidence in accordance with its own procedures. CONTRACTOR will maintain a chain of custody on any evidence that might be used in an investigation, an administrative disciplinary action, new criminal charges, or for a STATE investigation or review.

#### **5.10 Inmate Discipline**

CONTRACTOR will resolve all disciplinary infractions, from minor infractions to major violations, in accordance with MDOC Procedure 3.4.1 Institutional Discipline. STATE prefers informal resolution by CONTRACTOR of minor disciplinary infractions, as defined in MDOC procedure 3.4.1, prior to the imposition of formal disciplinary actions. A complete log of all disciplinary actions taken will be submitted to the Contract Monitor on a monthly basis. Once all appeal processes are exhausted at the Facility, Inmates may submit an appeal to the MDOC Contract Monitor or designee.

#### **5.11 Restrictive Housing**

CONTRACTOR will operate a restrictive housing unit(s) in each Facility for the purpose of short-term segregation. Inmates in restrictive housing must be provided mental health services in accordance with NCCHC Mental Health Standards. CONTRACTOR will comply with MDOC Procedure 3.4.100 Pre-Hearing Confinement, 3.5.1 Locked Housing Operations, and 4.2.200 Special Management Inmates. CONTRACTOR will provide the Contract Monitor with a restrictive housing roster on a daily basis. Procedure 3.5.1 Locked Housing Operations provides guidelines regarding the following: restrictive housing placement guidelines and conditions of confinement.

#### **5.12 Drug Testing**

CONTRACTOR will maintain a drug free environment at the Facility. A minimum of five percent (5%) of the Montana Inmate population will be tested by CONTRACTOR monthly on a random basis, and CONTRACTOR will provide a summary of the results to the Contract Monitor. CONTRACTOR must conduct drug testing of any Montana Inmate who is suspected of being

under the influence or for cause. CONTRACTOR is responsible for all costs of administering the drug testing program. When these tests are conducted, the Contract Monitor will be notified of the test and the results.

At a minimum, testing will screen for the following substances at the cut off levels listed below, or at cut off levels otherwise indicated by STATE:

- a. Methamphetamine 1000ng/ml;
- b. Cocaine metabolite 300ng/ml;
- c. THC 50 ng/ml; and
- d. d. Opiates 300 ng/ml.

All positive samples will be sent to an accredited laboratory for confirmation. Laboratories will test samples for potential adulteration using a measurement of pH, creatinine, and nitrite levels.

Reference ranges for negative samples are as follows, or in accordance with the most recent ranges established by the Substance Abuse and Mental Health Services Administration (SAMHSA):

- a. Creatinine levels greater than 20 mg/dL
- b. Nitrite levels below 500
- c. pH levels between 3.5 and 11.0

### **5.13 Staff Misconduct**

CONTRACTOR will promptly notify the Contract Monitor of all allegations of staff misconduct and will provide STATE with notice of any employee suspended or terminated for misconduct. The notification will include all pertinent information concerning the alleged misconduct.

STATE will have unrestricted access to any and all reports, investigations, or documents prepared by or for CONTRACTOR pertaining to allegations of staff misconduct at the Facility. If STATE concludes that CONTRACTOR's investigation of staff misconduct is inadequate, CONTRACTOR must utilize and cooperate with STATE's Investigations Unit to investigate allegations of staff misconduct.

## **6.0 Health and Medical Operations**

### **6.1 Suicide Management and Prevention**

CONTRACTOR will comply with MDOC Policy 4.5.62 Suicide Prevention and Intervention and MSP Procedure 4.5.100 Suicide Risk Management and Intervention. Policies can be viewed via the internet at <https://cor.mt.gov/DataStatsContractsPoliciesProcedures/DOCPolicies> CONTRACTOR's suicide risk management and prevention program will be submitted to STATE for approval no later than thirty (30) calendar days after award of the Contract. In the event of death or serious injury, STATE Contract Monitor must be contacted immediately. If CONTRACTOR chooses to use Inmate companions, they will be trained by the CONTRACTOR's Health Services Provider using curriculum approved by the STATE. CONTRACTOR will submit a monthly suicide watch log to the Contract Monitor no later than fifteen (15) days following the completion of each calendar month.

Following release from suicide watch or observation, a follow up period is required in which a qualified mental health professional has face to face contact with the Inmate daily for at least seventy-two (72) hours. These contacts will be documented in the Inmate's medical record utilizing a Subjective/Objective Assessment Plan (SOAP) progress note format.

Once a Contract is executed, CONTRACTOR will be authorized to access documents pertaining to suicide prevention/intervention and risk management in their entirety as outlined in the medical records section. In general, the MTDOC suicide risk management and intervention plan requires immediate intervention when suicide threats or ideations are present. In such cases, constant observation is required until the Inmate is released from Suicide Watch by a Qualified Mental Health Professional as defined by MSP Procedure 4.5.100 4.5.62 Suicide Risk Management and Intervention Program. Reporting of major incidents requires an incident report for all suicide attempts, and when Inmates are placed on and removed from a Suicide Watch. The MTDOC will give the Contractor access to a web-based form to complete reports that are automatically distributed to MTDOC Contract Monitor, who will provide the reports to the MDOC Health Service Bureau. upon completion. Reports will be completed within three (3) calendar days of the incident.

## **6.2 Healthcare, Mental Health, and Oral Care Services**

CONTRACTOR will provide on-site healthcare, dental, audiology, pharmaceutical, and mental health care services delivered by licensed healthcare staff overseen by a healthcare administrator in accordance with all federal, state, and local laws and regulations, ACA Standards, and NCCHC Standards as well as MDOC Health Services Policies. Healthcare for Inmates Housed in Non-Montana Department of Correction Facilities (to include, without limitation, Prison Health Standards and Mental Health standards).

CONTRACTOR must provide an area of each Facility designated specifically to healthcare services, designed and operated in such a way as to ensure Inmates have unimpeded access to health care services. to include an observation bed and an area for medical emergencies. All health services employees must practice only within the scope of their license or certification.

CONTRACTOR must ensure that all Inmates understand how to access healthcare services. Upon initial arrival at a Facility (including transfers), and in accordance with NCCHC Standard P-A-01, Access to Care, CONTRACTOR must provide each Inmate with orientation information on how to access healthcare services while incarcerated. Contractor's orientation information must include, but is not limited to:

- Hours and location of the Facility healthcare area;
- Sick call process and procedures;
- Medication administration times and procedures;
- Accessing emergency or urgent care services;
- Accessing chronic care clinics;
- Accessing dental and optometry services;
- Accessing healthcare services in segregation; and,
- Accessing mental health services

In addition to other on duty medical staff, CONTRACTOR's staffing plan must have a Registered Nurse ("RN") on duty at all times (twenty-four hours a day, seven days a week, three hundred sixty-five days a year). In addition, the Contractor's staffing plan must include a full time Health Services Administrator ("HSA") and a full time Director of Nursing ("DON").

### **6.2.1 Healthcare Services**

CONTRACTOR's healthcare program will provide Inmates with healthcare services that consist of, at a minimum, the following:

- a) Diagnostic and intake/screening services;
- b) Primary care services, including sick call to general and lockdown populations;
- c) Emergency care;
- d) Chronic care clinic services;
- e) Pharmacy services;
- f) Therapeutic diets;
- g) Oral Care;
- h) Vision services;
- i) Mental health services;
- j) Periodic Health Assessments; and
- k) An annual TB Screening/infection control
- l) Medication Assisted Treatment Program (MAT)

Periodic Health Assessments (item j) are to be provided annually utilizing a standardized appropriate method and screening tools. This standardized tool(s) must be approved by the MDOC Health Services Bureau Chief before use. Inmates fifty (50) years and older will be offered a prostate exam, PSA blood test, stool fit test, Hemoglobin A1C, and EKG. Refusals must be signed by the Inmate.

Annual TB Screening (item k) is to be performed annually in accordance with MDOC Health Services Infection Control Program Policy DOC 4.5.11 and current CDC Guidelines. Inmates testing positive will be treated for Latent Tuberculosis Infection.

During the intake process, healthcare and mental health screenings will be conducted by qualified healthcare professionals. Ongoing health care will be provided to all Inmates when medically indicated. Inmates receiving a Chronic Care or Mental Health diagnosis while housed at the Facility must be provided with healthcare services as required by section 6.2.3.

#### **6.2.2 Oral Care Services**

CONTRACTOR will provide Inmates with dental treatment within twenty-eight (28) calendar days of request by the Inmate, unless it is an emergency, and a dental hygiene exam annually upon request of the Inmate. CONTRACTOR will provide dental treatment that consists of routine and preventative care. Routine care consists of but not limited to examinations, cleaning, relief of pain and infection, minor repair and adjustment of dentures fillings, extractions, prosthetics if required for mastication, and some endodontics on a case-by-case basis in accordance with NCCHC Standards.

A dental treatment plan for each inmate will be established outlining prioritization of needs, counseling on oral hygiene, and conditions for which endodontic, periodontic, prosthetic and prophylactic services will be provided.

#### **6.2.3 Chronic Care**

CONTRACTOR's healthcare program will ensure that Inmates requiring chronic or convalescent care and other special needs are identified and receive periodic follow-up, evaluation, treatment, and education about the preventive activities available. Inmates with chronic conditions will be evaluated according to NCCHC Standards of Care P-F-01. The chronic care clinics will include at minimum: asthma, diabetes, cardiac conditions,

hypertension, hyperlipidemia, HIV/AIDS, Hepatitis B and C, seizure disorders, mood disorders and psychotic disorders.

CONTRACTOR will follow the most current National Clinical practice Guidelines, DSM 5, and Centers for Disease Control (CDC) guidelines for testing and treatment as applicable for individuals in any of these categories. CONTRACTOR will use MODOC policy 4.5.11 Infection Control Program and Health Services Procedure 4.5.11A Hepatitis C Treatment for screening, diagnosing and treatment of Hepatitis C. The Contractor will notify STATE when an Inmate is diagnosed with HIV or Hepatitis C while at the Facility(ies).

STATE will only send Inmates whose diagnosed condition is in fair/good control and stable on medication or through chronic care clinic management and meet the following criteria:

1. Diabetics: Insulin dependent diabetics must be in fair/good control and stable and able to administer their own insulin;
2. Cardiac Disease: Hypertension and lipids are ; in fair/good control
3. Hepatitis C: Must have an APRI score of less than .2
4. HIV: No HIV positive Inmates will be moved out of state;
5. Seizures: Must be in fair/good control by medication with no seizures in the past 3 months;
6. Advanced Conditions: No advanced condition of the liver, kidney, or respiratory system that requires intensive medical management will be moved to this facility; and
7. Ambulation and Self-Care: No Inmate will be sent to this facility who is unable to provide self-care (i.e. showering, toileting, eating)

#### **6.2.4 Mental Health Care**

CONTRACTOR will make mental health care available for all Inmates who need those services. Mental health care minimally will include identification and referral of inmates with mental health needs, crisis intervention, individual and/or group therapy, psychotropic medication management, and treatment documentation and follow-up.

Mental health staff will be responsible to screen and evaluate Inmates for mental illnesses, identify and manage acute problems, and respond to and manage Inmates who present risk of self-injury to include continuous observation in a medical observation cell. These cells must provide the ability to observe, protect, and maintain adequate control of the Inmate on suicide watch. These cells are engineered or modified to reduce access to items that can potentially be used to inflict self-harm.

CONTRACTOR's mental health program will provide access to a Ph.D. licensed psychologist and a psychiatrist for consultative and prescriptive services. All mental health services will be provided in accordance with NCCHC Standards for Mental Health Services in Correctional Facilities.

STATE will only send Inmates whose level of impairment condition is at a MH-2 level or below according to MODOC Policy 4.5.61 Mental Health and severe Mental Illness Classification

#### **6.2.5 Optometry Care**

Vision services provided by CONTRACTOR will consist of optometric services including eyeglasses when medically necessary, provided by qualified personnel. Inmates will be

afforded as part of routine healthcare the opportunity of requesting a complete vision exam and if necessary, replaced lenses and/or frames, every two years –more often if diabetic or presenting history of vision deficit.

### **6.2.6 Non-Emergency Health Care (Sick Call)**

CONTRACTOR's sick call and provider clinics must be designed and delivered in such a way as to ensure STATE Inmates have unimpeded access to healthcare services.

Health assessments must be completed within 24 hours. When the results of the health assessment indicate that an Inmate requires further evaluation or treatment, Contractor will provide all appropriate referrals to, and ensure the Inmate is seen by CONTRACTOR's healthcare provider (MD, PA, NP) in accordance with the following timelines (including evenings, weekends and holidays):

- Emergent healthcare issues – immediate
- Urgent healthcare issues – within twenty-four (24) hours of the assessment
- Routine healthcare issues – within fourteen (14) calendar days of the assessment

A patient who presents at sick call twice for the same condition or complaint will be referred to a provider and will be seen by that provider following the above schedule.

CONTRACTOR's healthcare delivery program must allow all Inmates a daily opportunity (including weekends and holidays) to request to see a provider or receive healthcare services. The Contractor will pick up, triage and schedule all non-emergency HSRs in accordance with NCCHC Standard P-E-07, Nonemergency Health Care Requests and Services.

Inmates will use an HSR form that allows the request, triage and disposition information, and the subsequent health encounter, to be documented on a single form. CONTRACTOR will utilize QHCPs to collect, triage, and respond to all Inmate HSR forms. As a general format, scheduled sick call includes:

- HSRs are picked up seven (7) days a week (including weekends and holidays)
- HSRs are triaged within twenty-four (24) hours of collection
- A face-to-face encounter is conducted by a QHCP within twenty-four (24) hours of receipt by health staff.
- Patients are evaluated in a clinical setting as indicated.

If a sick call box is not available to Inmates (e.g. segregation Inmates), CONTRACTOR must make alternate arrangements for collecting HSR forms (e.g. such as cell front collection) seven (7) days per week, including holidays.

As part of CONTRACTOR's overall sick call format, CONTRACTOR must ensure that physician-approved nursing protocols are used to triage HSRs and for the subsequent referral of the Inmate to the appropriate provider as clinically indicated. Each Inmate who is referred to a provider must be seen by that provider within fourteen (14) calendar days, (including weekends and holidays) of HSR submission.

### **6.2.7 Urgent/Emergency Care**

In the event of a medical emergency, CONTRACTOR will respond to and provide immediate medical aid to evaluate, stabilize and treat the injured or sick party.

In accordance with MTHSB DOC Policy 4.5.20 Emergency Services and response Plan and NCCHC Standard P-D-07, CONTRACTOR must provide on-site emergency response by one or more QHCP or other medical professional(s). In addition, CONTRACTOR will provide on-call coverage by a medical provider for emergency consultation by phone 24/7/365. Emergency response time (via telephone) must be fifteen (15) minutes or less from the time the phone call is placed to the designated provider.

CONTRACTOR is responsible for ensuring that all Facilities have appropriate and fully-stocked emergency response bags or kits to ensure that proper emergency equipment is readily available at each Facility.

CONTRACTOR will contract with one (1) or more local hospitals to provide twenty-four (24)-hour emergency services and to provide inpatient hospitalization for Inmates when medically necessary. CONTRACTOR must utilize the nearest hospital/clinic/medical resource that can provide the emergency aid required.

### **6.2.8 Off-Site Treatment**

When an Inmate is to be scheduled for hospitalization, specialty services, or outpatient care the Facility Administrator or designee will request pre-authorization from the MDOC Health Services Managed Care team. The nature of the illness or medical condition and recommended course of treatment should be included in the pre-authorization request.

Emergent offsite services do not require pre-authorization; however, notification of the medical condition will be communicated to the MDOC Health Services Managed Care team within twenty-four (24) hours of knowledge of the need for hospitalization or outpatient care.

### **6.3 Responsibility for Healthcare Costs**

CONTRACTOR is solely responsible for all costs associated with provision of care as provided in sections 6.2 Healthcare, Mental Health, and Oral Care Services.

### **6.4 Medical Records**

CONTRACTOR'S HSA, DON, and Medical Director will be provided read-only access to STATE's electronic medical records for all Inmates transferred to the Facility(ies). Upon the return of an Inmate to a facility, the Inmate's medical record and a complete copy of all medical records generated during an Inmate's stay at the CONTRACTOR's Facility(ies) will be provided to STATE with the transport of the Inmate. CONTRACTOR will provide a medical record system that ensures accurate, comprehensive, legible, and up-to-date healthcare information is maintained for each Inmate under its care. Medical records are confidential. Charting will be completed in the medical records using a Subjective/Objective Assessment Plan (SOAP) note format, and will include all significant findings, diagnoses, treatments, and referrals. The Contractor will ensure compliance with laws and standards regarding confidentiality, informed consent and refusal, and access/disclosure. All medical records, including x-ray films, are the property of STATE. If CONTRACTOR uses an electronic medical record system, STATE Managed Care/Medical Director must have remote access from Montana, or a paper record must be maintained.

### **6.5 Healthcare Reporting**

CONTRACTOR will prepare a monthly healthcare services statistical report using the criteria, format, and transmission method as defined by STATE. The report will include utilization data from the following areas:

1. Sick call;
2. Emergent care;
3. Clinic visits;
4. On-site Specialty care
5. Therapeutic diets;
6. Mental health;
7. Pharmacy;
8. Deaths;
9. Off-site activity;
10. Oral Care;
11. Infectious disease;
12. Chronic care; and,
13. Special needs
14. MAT/SUD/MOUD

Upon award of the Contract, STATE will provide the reporting criteria and format to the Contractor. Reports will be due to the MDOC Health Service Bureau Chief by the fifteenth calendar day of the month following the reporting period. STATE reserves the right to require additional or different reports or reporting information from CONTRACTOR throughout the term of the Contract, on either an ad hoc or regular basis.

#### **6.6 Healthcare Audits Process**

Healthcare audits may be performed by STATE at every Facility under the Contract, may or may not be scheduled in advance, and last as long as necessary for STATE to complete the audits. The performance level of the Facility(ies) may affect the frequency of the audits.

CONTRACTOR will provide to STATE staff all medical records, oral care records, mental health records, logbooks, staffing charts, time reports, Inmate grievances, and all other requested documents required to assess CONTRACTOR's performance. Failure to meet the thresholds established for performance audits constitutes breach of the Contract and will initiate remedial action. Audit activities may be conducted in the healthcare area of the Facility(ies) but will be conducted in a manner so as not to disrupt the routine provision of Inmate healthcare. When necessary, STATE custody and/or administrative records will be utilized to establish facts or corroborate other information.

Medical audits are designed and will be performed in accordance with the following standards:

1. Montana Code Annotated
2. Administrative Rules of Montana
3. This Contract; and,
4. National Commission on Correctional Healthcare (NCCHC) Standards

#### **6.7 Objective Performance Criteria**

Healthcare, Mental Health, Oral Care Services, and All healthcare services provided to Inmates are subject to audit. Performance indicators are developed with reference to the NCCHC standards for healthcare, mental health and dental services.

#### **6.8 Death of an Inmate**



Upon the death of an Inmate, CONTRACTOR will ensure the death is reported immediately to STATE; furnish all information requested by STATE, CONTRACTOR's State, and the jurisdiction's Medical Examiner's Office; fully cooperate in any STATE investigation or review; and comply with and carry out STATE decisions regarding disposition of the body. Pursuant to Mont. Code Ann. §§ 46-4-122 and 46-4-201 a coroner's inquest must be contacted to inquire into the cause and manner of death of any person when the death occurs while the person is held in a correctional facility. An autopsy will be performed by a licensed medical provider for any violent, sudden or unexpected death of an Inmate, or as otherwise required in the interests of justice. CONTRACTOR will provide STATE with a certified copy of the death certificate, the coroner's report, and all autopsy reports, and the Inmate's file and medical records. STATE retains the right to conduct a serious incident review or investigation into every Inmate death at the Facility(ies).

## **7.0 Inmate Activity and Recreation**

CONTRACTOR will maximize the amount of time Inmates are productively occupied outside of their living quarters during daytime hours in order to minimize idleness. High security Inmates may not be mixed with lower custody Inmates or Inmates from other housing units at any time. Inmate recreational activities must meet ACA requirements.

### **7.1 Educational and Vocational Training**

CONTRACTOR will provide sufficient, meaningful education opportunities to Inmates.

#### **7.1.1 HiSET Preparation and Testing**

CONTRACTOR will provide Inmates with access to HiSET or GED preparation services. This will be provided in the form of classroom instruction and the availability of electronic HiSET or GED preparation programming on the Inmate tablets.

CONTRACTOR will provide access to HiSET or GED testing at a minimum of once per month.

STATE prefers CONTRACTOR to utilize HiSET Preparation and Testing.

#### **7.1.2 Supplemental Education Programs**

CONTRACTOR will provide Inmates with additional supplemental education programs in addition to the HiSET preparation.

#### **7.1.3 Vocational Education and Training**

CONTRACTOR will provide Inmates with the opportunity to participate in job readiness and vocational training programs that lead to a trade, certificate of completion, or degree.

## **7.2 Treatment Programming**

CONTRACTOR will provide to the Inmates substance abuse and cognitive programming. STATE reserves the right to identify which programs are to be provided for each Inmate

## **7.3 Recreational Programs**

CONTRACTOR will provide facilities, equipment, and supplies for indoor and outdoor recreational and leisure time programs including the providing of connections to the facility's cable television system for each general population bed used to house Montana Inmates.

CONTRACTOR will provide hobby craft activities for Inmates. That are similar to the State's and are approved by the State

The type and level of activities will be consistent with ACA and ADA standards.

Appendix II details the recreational activity schedule agreed to by STATE and CONTRACTOR.

All recreational activities are subject to STATE approval. If changes are made to the schedule, CONTRACTOR will provide a revised schedule to the Contract Monitor prior to implementation. No changes will be implemented without STATE approval.

#### **7.4 Inmate Work Assignments**

Inmates may be assigned work in institutional jobs as a part of their daily activities. All inmate jobs must be voluntary. All inmate jobs must be paid, and CONTRACTOR is responsible for payment. To the extent possible, institutional jobs should teach job skills and duplicate community employer expectations. CONTRACTOR will not benefit financially from the labor of inmates. No Inmate will be placed in a position of authority over another Inmate. Inmates are prohibited from performing personal services for CONTRACTOR and CONTRACTOR's employees, subcontractors, and volunteers.

CONTRACTOR will provide STATE with a list of all Inmate job assignments and pay rates monthly prior to contract execution.

#### **7.5 Case Management Services**

CONTRACTOR will provide basic case management services. Case managers will document each Inmate's employment, issues with access to care, infractions, monthly face to face contacts, and any other significant events in accordance with MDOC Case Management policy.

#### **7.6 Library**

CONTRACTOR will provide and manage a library for the benefit of the Inmates in accordance with ACA Standards prior to contract execution.

CONTRACTOR will make the following legal materials accessible to the Inmate population:

- Montana Code Annotated
- Administrative Rules of Montana
- U.S. Code Annotated (or equivalent, including supplements, Pocket parts)
- Access to LexisNexis or other equivalent legal research database

Access to the above materials will comply with ACA Standards and may be in electronic form.

#### **7.7 Access to Courts.**

The CONTRACTOR must make available legal research and legal forms, including all updates to thereof, as specified in MDOC Policy 3.3.2 in assuring access to courts for inmates. All inmate legal access may be provided by electronic format and will be made available on inmate tablets. However, nothing herein prevents the CONTRACTOR from charging an Inmate's account for items and equipment intentionally destroyed by the Inmate.

Inmates requiring copies of earlier Session Laws or State case law from earlier volumes of Montana Reports, Montana Appellate Reports may contact the MDOC.

The law library shall be open in accordance with ACA Standards. Inmates shall have a minimum of 3-hour access per week. The possibility of three (3) additional hours of access may be provided to Inmates with verified lawsuits that are still active in court (depending if scheduling permits).

Pursuant to Lewis v. Casey, constitutional access to the courts system extends only to assistance with the preparation of initial pleadings (e.g. Motions to Proceed, In Forma Pauperis, Motions for Appointment of Counsel, Petitions for Writs of Habeas Corpus, Petitions for Post-Conviction Relief, Civil Complaints for Section 1983 Claims in state and federal court). Constitutional access to courts provided by the STATE and CONTRACTOR does not extend to assistance with any legal proceedings beyond the initial pleading stage.

Access to the court does not extend to any other proceedings not related to the inmate's imprisonment to include, but not limited to, bankruptcy, divorce, or child support.

Duplicate copies of pleadings, legal documents including postage for legal mail to be filed in court are the financial responsibility of the Inmate. The CONTRACTOR shall provide all indigent Inmates, upon request access to paper and other supplies and services to contact legal counsel or representatives, courts, and other persons concerning legal matters in accordance to MDOC Policy. Under this Agreement, an Inmate is considered to be indigent if there is \$15.00 or less in his trust account within a 30-day period.

- i) Parole Hearings. On-site facilities shall be made available for any parole hearing conducted by the Montana Paroling Authority to which an inmate may be a participant. At the request of the STATE, the CONTRACTOR shall provide video conference (using the facility's current videoconference equipment) and telephonic access for such hearings before the Montana Paroling Authority.
- ii) Court Hearings and Appearances. On-site facilities shall be made for any hearing ordered and conducted by the state or federal courts in which an Inmate may be made available by telephone. A private room, a writing table, a chair for each participant and teleconferencing equipment shall be made available. At the request and sole expense to the STATE, the CONTRACTOR shall provide telephonic access for such hearings before the courts.